 **SailPoint Reseller Program Document (v021017)**

This SailPoint Reseller Program Document (“Program Document”) is entered into as of the Effective Date specified between the parties in the table below. This Program Document is attached to and made a part of the SailPoint Alliance Agreement (“Agreement”), and all terms and conditions in the Agreement are incorporated herein. Unless otherwise defined herein, capitalized words or phrases in the Agreement have the same meanings in this Program Document.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Effective Date: | February 12th, 2018 | | | | | |
| ***Parties and Contact Information*** | | | | | | |
| Issued to: | Information Systems Architects Inc. (“Partner”) | | |  | Issued by: | SailPoint Technologies, Inc. (“SailPoint”) |
| Address: | 3280 Bloor Street West, Suite 1100  Toronto, Ontario, M8X 2X3  Canada | | |  | Address: | 11305 Four Points Dr  Bldg 2, Suite 100  Austin, TX 78726 |
| Principal Contact: | Bruce White | | |  | Notice contact: | Partner Manager |
| Tel: | (416) 591-6711 | Fax: | (416) 352-7512 |  | Partner Manager: | John Pfeiffer |
| Billing address: | Same as above | | |  | Tel: | 201-988-7644 |
| Billing contact: | Nancy Interior | | |  | Fax: | 1 512 346 2043 |
| Billing tel: | (416) 591-6711 | Billing fax: | (416) 352-7512 |  | Email: | john.pfeiffer@sailpoint.com |

|  |
| --- |
| ***Program Document Details*** |
|  |
| **TERRITORY:**  United States of America  or see Attachment E: Territory (*subject to any import or export laws and regulations*)  **APPLICABLE EXHIBITS:**   * Attachment A: Partner Discount Rate * Attachment B: Purchase Schedule (example template) * Attachment C: Mutual Subcontract Supplement * Attachment D: Software as a Service Supplement * Attachment E: Territory (if included) |
|  |

# DEFINITIONS

# These defined terms are in addition to the defined terms set forth in the AGREEMENT.

* 1. “End User” is a person or entity not affiliated with Partner that purchases a license to the SailPoint Applications from Partner for its own internal business purposes, and not for resale, redistribution or use in operating a service bureau, software as a service or otherwise providing identity governance, risk or compliance services to any third party other than the End User to which the SailPoint Applications were specifically licensed.
  2. "End User License and Support Agreement" or “EULA” will mean the SailPoint Software License Agreement whose current version can be found at SailPoint’s web site, <http://www.sailpoint.com/legal> .
  3. “Price List” will mean the list prices established by SailPoint, in its sole discretion for the SailPoint Applications. The Price List shall be provided by the SailPoint upon request and may be updated from time to time by SailPoint upon 30 days’ prior written notice.
  4. “Purchasing Schedule” (see Attachment B) is a written agreement executed between Partner and SailPoint that specifies the SailPoint Applications, price, the number of Identity Cubes, users, location, the duration or such other terms and restrictions as may apply to the SailPoint Applications license.
  5. “Registration Form” is the on-line form that Partner completes to register an individual deal opportunity with SailPoint. The SailPoint Partner Registration Form can be found on SailPoint’s Partner Portal: [www.lighthouse.sailpoint.com](http://www.lighthouse.sailpoint.com).
  6. “SailPoint Applications” is the means the computer software programs specified in Schedule A issued under this Program Document, in object code format, and their related materials, which include updates, modifications, new releases, and its associated documentation.
  7. “Qualified Prospect Opportunity” is a specific sales opportunity for the licensing of SailPoint Applications by Partner to an End User whereby such opportunity has been registered by Partner in the SailPoint Partner Portal and has been approved by SailPoint as a qualified opportunity.

# RESALE RIGHTS

* 1. Resale Rights. During the term of this Program Document and upon the terms and subject to the conditions of this Program Document and the Agreement, SailPoint hereby grants to Partner a non-exclusive, non-transferable right to market and resell the SailPoint Applications specified in this Program Document in the Territory (as defined below) directly to End Users. Partner does not have the right to use sub-resellers or sub-distributors to exercise its rights under this Program Document without the prior written consent of SailPoint. Partner will only distribute the SailPoint Applications to End Users who have: (a) been certified as a Qualified Prospect Opportunity pursuant to Section 2.3 below, and (b) executed or accepted: (i) a EULA with SailPoint, and (ii) a Purchase Agreement with Partner. The SailPoint Applications resold to End Users will be in executable object code form only and neither Partner nor the End Users will have any right to the source code of such SailPoint Applications. Partner will not modify, translate, decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the SailPoint Applications supplied hereunder, or adapt the SailPoint Applications in any way or use to create a derivative work nor allow or assist any other in the foregoing. Partner may not use, reproduce, sublicense, distribute or dispose of the SailPoint Applications, in whole or in part, except as expressly permitted under the Agreement.
  2. Territory. During the term of this Program Document, Partner may market and resell the SailPoint Applications on a non-exclusive basis solely to Qualified Prospect Opportunities (as defined below) within the territory specified on the cover page or in Attachment E of this Program Document (“Territory”) in accordance with the resale rights granted in Section 2.1 above. Reselling the SailPoint Applications outside of the Territory is not permitted unless the opportunity is registered and approved in advance by an authorized representative of SailPoint. Partner acknowledges that its rights hereunder are non-exclusive and SailPoint may, at any time, (a) appoint other resellers or distributors in the Territory, and (b) market, license and distribute the SailPoint Applications directly or indirectly to other end users in the Territory. Nothing contained in this Program Document or the Agreement will prohibit SailPoint, its affiliates or third parties appointed by SailPoint from marketing, licensing or distributing the SailPoint Applications in the Territory or in other territories.
  3. End User Qualification and Registration. In the event that a Partner identifies a prospective End User to whom Partner desires to resell the SailPoint Applications, Partner will submit to SailPoint a Partner Registration through the Partner Portal. The Partner Registration Form will specify information required to certify that Partner has identified a Qualified Prospect Opportunity.  Following Partner's submission of a satisfactorily completed and executed Partner Registration Form to SailPoint, SailPoint may, in its sole and absolute discretion, designate such prospective End User Opportunity as a Qualified Prospect Opportunity"; provided, that, in no event will a potential End User  opportunity be designated as a Qualified Prospect Opportunity of Partner if another SailPoint representative, reseller, distributor, or other partner has previously registered such potential End User as a Qualified Prospect Opportunity and such registration is still in effect. In the event that SailPoint designates such prospective End User as a Qualified Prospect Opportunity, SailPoint will approve the Partner Registration Form from within the SailPoint Partner Portal, and such registration approval will be visible to the partner in the Registered Opportunities section of the deals page within the SailPoint Partner Portal.  The Qualified Prospect Opportunity will be valid for a period of twelve (12) months from the date SailPoint approves such registration. SailPoint and Partner agree to maintain and review a pipeline status report of registered Qualified Prospect Opportunities at least monthly.  If Partner is not actively pursuing such Qualified Prospect Opportunities inducing, without limitation, performing Partner's responsibilities as set forth in the recurring pipeline status review meetings for such Qualified Prospect Opportunities, then SailPoint may in its sole discretion terminate such Partner Registration Form for such Qualified Prospect Opportunity on 90 days' written notice.  A Qualified Prospect Opportunity may be renewed or extended only by written approval by SailPoint evidenced by a new or modified Partner Registration Form in the SailPoint Partner Portal.
  4. License of the SailPoint Applications to End Users. In connection with Partner's resale of the SailPoint Applications to End Users, Partner will ensure that End Users execute a EULA or accept a EULA via a click-thru process, in the then current form that can be found at <http://www.sailpoint.com/legal> and as may be updated by SailPoint from time to time following the date of this Program Document, before delivery of the SailPoint Applications to such End Users. If an End User objects to any term, condition, or provision in the EULA, requires material explanation or interpretation thereof, or requests any changes thereto, Partner will promptly contact SailPoint. Any modification to the EULA must be agreed to in writing between SailPoint and the End User before Partner provides any SailPoint Applications to the End User. Any click-thru EULA will be included in the SailPoint Applications as delivered by SailPoint.
  5. SailPoint Applications Changes. SailPoint retains the right, in its sole discretion, to upgrade or modify the SailPoint Applications from time to time. In addition, upon 30 days prior written notice to Partner, SailPoint may add or delete SailPoint Applications from Price List. Upon receipt of any such notice of an upgrade or modification, or upon the expiration of the notice period set forth above for additions or deletions to Price List, Partner will cease to market and distribute earlier versions of the SailPoint Applications and/or SailPoint Applications deleted from Price List. SailPoint will instruct Partner, upon provision of an upgrade or modification, whether such upgrade or modification can be provided to existing End Users that are in possession of SailPoint Applications under their current EULA or whether provision thereof to End Users will be subject to new terms and conditions. If new terms and conditions are to apply, that new agreement will be drafted and provided to Partner and processed by Partner with End Users in a manner identical to that set forth in Section 2.4.
  6. License to Use Trademark and Trade Name. Any and all trademarks and trade names which Partner uses in connection with the resale rights for the SailPoint Applications granted hereunder, are and remain the exclusive property of SailPoint. Nothing contained in this Program Document will be deemed to give Partner any right, title or interest in any trademark or trade name of SailPoint. Subject to notice from SailPoint in writing, which modifies or cancels such authorization, during the term of this Program Document, Partner may use the trademarks and trade names, specified by SailPoint in writing, for normal advertising and promotion of SailPoint Applications. In no event will Partner attempt to use or register any mark which is confusingly similar to a SailPoint mark or use any SailPoint trademark or trade name in a manner that exceeds the rights granted in this Section 2.6. SailPoint reserves the right to provide trademark usage guidelines to Partner from time to time and Partner agrees to abide by those guidelines. Partner acknowledges that any and all rights generated or that may be acquired by Partner during the Program Document with respect to the SailPoint trademarks, including without limitation goodwill, are owned by and inure to the sole benefit of SailPoint.   If any such rights are deemed to not inure to the benefit of SailPoint, then Partner hereby assigns all such rights to SailPoint throughout the world and in perpetuity. All use and goodwill associated with the SailPoint trademarks will inure to the benefit of SailPoint.

# Price, ORDERS, SHIPMENT AND Payment

## License Fees and Support Fees.

## License Fees. For SailPoint Applications resold by Partner, Partner will pay SailPoint the applicable License Fee. The “License Fee” due by Partner to SailPoint for each specific End User sale is the price for the SailPoint Applications as set forth in the SailPoint Reseller Price List for the country in which the sale is made (such price list(s) are outlined in the Price List), less any applicable Sales Discount, if any. Any Sales Discount available to Partner for the purchase of SailPoint Applications is set forth on Attachment A. SailPoint may change the list prices for SailPoint Applications at any time in its sole discretion; any such price changes will be effective thirty (30) days after written notice is provided to Partner.

## Support Fees. For Support and Maintenance (defined below) resold by Partner, Partner will pay SailPoint the Support and Maintenance Fee (“Support Fee”) set forth in the Purchase Agreement entered into between Partner and End User and the EULA entered into between SailPoint and End User (subject to Support and Maintenance minimums specified in the SailPoint Reseller Price List), less any applicable Sales Discount, if any. Any Sales Discount available to Partner for the purchase of Support and Maintenance is set forth on Attachment A. If Partner resells annual renewals of annual End User Support and Maintenance, then Partner will pay SailPoint the Support Fees, less any applicable Sales Discount, if any, annually in advance. Notwithstanding the foregoing, SailPoint may directly sell annual renewals of Support and Maintenance to End Users, and Partner will not be entitled to any discount or commission therefor.

## Partner shall have the right to determine, at its sole discretion, the prices or fees that Partner charges End Users for the SailPoint Applications. Partner will be solely responsible for collecting all charges, including but not limited to applicable taxes, from End Users. Partner’s sole remuneration hereunder shall be the difference between the License Fee and the Support Fee payable by Partner to SailPoint and the price for which Partner sells the SailPoint Applications and Support and Maintenance to End Users.

## Orders and Shipment. In order to resell SailPoint Applications, Partner will advertise and promote the SailPoint Applications and receive orders for the SailPoint Applications from End Users.

## Partner will submit Orders to SailPoint, which will be subject to acceptance by SailPoint in its sole discretion. "Order" means an executed Purchase Agreement, a copy of the End User purchase order submitted to Partner, the executed EULA from End User, and a purchase order from Partner to SailPoint for such SailPoint Applications which specify: (i) the name and address of the End User; (ii) the SailPoint Applications being purchased by Partner for resale to the End User; (iii) any services being purchased for resale to the End User, whether for professional services, training, Support and Maintenance (defined below) or any renewal terms; and (iv) the ship-to email address for the SailPoint Applications for electronic downloads.

## Upon receipt of a valid Order from Partner, and acceptance of such Order by SailPoint, SailPoint will allow Partner or the End User to download the SailPoint Applications electronically or, at Partner’s request, ship to Partner or the End User the designated quantities of the SailPoint Applications. At Partner's expense, the SailPoint Applications either will be: (i) shipped by SailPoint to Partner F.O.B. origin, freight pre-paid, with risk of loss to pass to Partner upon delivery of the SailPoint Applications by SailPoint to a common carrier, or (ii) made available to Partner or the End User for download upon the provision of a link and download instructions. Notice of availability for download will include, without limitation, email notices to a Partner or End User designated contact or other representatives.

## The terms and conditions of this Program Document and the Agreement will apply to all Orders submitted to SailPoint by Partner and supersede any different or additional terms on any Partner order form, check, invoice, email, order acknowledgement, or like commercial document. Orders issued by Partner to SailPoint are solely for the purpose of requesting delivery dates and quantities. SailPoint will use reasonable efforts to deliver accepted Orders in a timely manner but will not be liable for any damages to Partner, End Users, or to any third party caused by SailPoint’s delay or error in filling, or failure to fill, any Orders.

## Payment Terms. Full payment of the fees for all Orders of the SailPoint Applications and associated shipping costs, if any, are due and payable by Partner to SailPoint by the earlier of: (a) 60 days after delivery of the SailPoint Applications to Partner or End User, (b) 14 days after payment by the End User to Partner, or (c) as otherwise mutually agreed in writing by the parties on a per opportunity basis. All other fees and expenses payable hereunder for which SailPoint issues an invoice to Partner will be due and payable 30 days from the date of the invoice. A late payment charge of the lesser of 1.5% per month or the highest interest rate allowed by applicable law will be charged upon all past due amounts hereunder. Partner will reimburse SailPoint for any out-of-pocket expenses incurred at Partner's request, including, without limitation, shipping, insurance and travel-related expenses. All payments made by Partner to SailPoint will be in US dollars (“US$”). If Partner’s agreement with an End User is payable in any currency other than US$, the exchange rate used to determine the US$ amount due to SailPoint will be the daily average Interbank Rate for the date that the Partner purchase order is issued to SailPoint and EULA is executed as published on <http://www.oanda.com/convert/fxhistory>.

## Referral Commission Alternative. In the event that an End User elects to purchase a license for the SailPoint Applications directly from SailPoint instead of Partner, then SailPoint and Partner will mutually agree and execute a Partner Referral Form specifying commission fees to be paid by SailPoint to Reseller upon SailPoint’s receipt of the applicable payment from the End User for such license.

## Taxes. All amounts payable under this Program Document are exclusive of all sales, use, value-added, withholding, and other taxes and duties or similar tariffs (collectively, “Taxes”). Partner will pay and indemnify SailPoint for any and all Taxes payable with respect to the purchase and resale of the SailPoint Applications by Partner or as otherwise owed in connection with this Program Document, except for taxes payable on SailPoint’s net income. When SailPoint has the legal obligation to collect Taxes, the appropriate amount will be added to Partner’s invoice and paid by Partner unless Partner provides SailPoint with a valid tax exemption certificate authorized by the appropriate taxing authority.

## Audit Rights. Partner will maintain accurate books and records of all Purchase Agreements, EULAs, other contracts and accounts for the SailPoint Applications during and for three years following termination of this Program Document and will maintain books and records that fairly and accurately reflect all transactions relating to this Agreement and will retain those books and records for at least five years after this Agreement is terminated or expires. Partner also will maintain a register of each copy of the SailPoint Applications resold with the name and address of the End User, together with relevant dates of delivery and fees paid, and furnish SailPoint with copies thereof on request together with a certificate of accuracy of such records and reports. Upon reasonable notice to Partner, and no more frequently than twice a year, Partner will make such books and records available to an independent public accountant selected by SailPoint and reasonably acceptable to Partner, at Partner's place of business during normal business hours, to audit the payments being made by Partner hereunder. Audits will be at SailPoint’s expense, unless material discrepancies are discovered, in which case, in addition to all other rights and remedies available to SailPoint, Partner will pay for the entire cost of such audit. Without limiting the foregoing, Partner shall, upon notice by SailPoint, provide SailPoint with access to its personnel, facilities, warehouses, and offices serving the operations and activities carried out by Partner pursuant to this Agreement, and the related books, records and other information. Partner agrees that SailPoint shall have the right to audit and review such records to ensure compliance with Section 12 of the Agreement and shall have sole discretion to determine the scope of such audit or review.

# Support and Services

## SailPoint Support. During the term of this Program Document and subject to the payment of applicable Standard or Premium Support and Maintenance fees to be paid by Partner to SailPoint, SailPoint will provide support and maintenance services (“Support and Maintenance”) to End Users in accordance with the terms of Schedule B of the EULA. SailPoint reserves the right to designate any modified or updated versions of the SailPoint Applications as new SailPoint Applications, which are not required to be provided under Support and Maintenance. Such new SailPoint Applications will only be provided to End Users under Support and Maintenance subject to the payment of additional license and support fees as designated by SailPoint.

## Partner Access. Partner will be given access to Compass, SailPoint’s online portal for self-service support and training. Other technical support will be provided by SailPoint in SailPoint’s sole discretion on an as available basis.

## Professional Services. From time to time, at Partner’s reasonable request and subject to availability of SailPoint’s personnel, SailPoint will provide to Partner and/or its End Users at SailPoint’s standard rates as specified in the Price List professional services with respect to the implementation, and deployment of SailPoint Applications (“Professional Services”). The provision of Professional Services by SailPoint will be provided in accordance with the terms of this Program Document and those of Mutual Subcontract Supplement (if such Attachment is included) and a statement of work mutually developed and executed by the parties. SailPoint will own all right, title and interest in and to any development and work produced or resulting from such Professional Services, including all intellectual property rights therein and thereto, unless otherwise expressly and specifically agreed upon by SailPoint in the applicable statement of work executed by the parties. The Sales Discount Rate is not applicable to SailPoint Professional Services resold by Partner.

## SailPoint Training. SailPoint will offer SailPoint Applications training courses conducted at SailPoint facilities or designated locations for End Users. End Users that request training may be referred to SailPoint. Training course offerings and associated pricing will be as specified in the Price List. Special price quotations can be provided for training to be conducted at non-SailPoint locations. All travel and living expenses of students attending SailPoint training are the responsibility of the student. All travel and living expenses of SailPoint instructors providing training at non-SailPoint locations are the responsibility of the End User and/or Partner requesting such training. The Sales Discount Rate is not applicable to SailPoint training resold by Partner.

# Limited Warranty AND DISCLAIMER

## SailPoint Applications Returns. No credit will be made for the return of SailPoint Applications except as provided in the limited warranties provided to End Users pursuant to the EULA.

## Disclaimer of Warranties. The warranty for the SailPoint Applications is provided in the EULA directly to the End User. Partner will make no warranty, guarantee or representation, whether written or oral, on SailPoint’s behalf. SAILPOINT MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS AS TO THE PERFORMANCE OF THE SAILPOINT APPLICATIONS TO PARTNER OR TO ANY OTHER PERSON, EXCEPT AS SET FORTH IN THE EULA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAILPOINT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, OPERATION OF THE SAILPOINT APPLICATIONS, AND ANY PARTICULAR APPLICATION OR USE OF THE SAILPOINT APPLICATIONS, OR ANY WARRANTIES ARISING UNDER ANY STATUTE, COURSE OF DEALING OR OTHERWISE.

# limitation of liability.

# EXCEPT WITH RESPECT TO CLAIMS BASED ON A PARTY'S FRAUD OR WILLFUL MISCONDUCT, INFRINGEMENT OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, BREACH OF CONFIDENTIALITY, AND EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS, A PARTY’S AGGREGATE LIABILITY UNDER THIS PROGRAM DOCUMENT WILL NOT EXCEED THE LESSER OF (a) ONE MILLION DOLLARS ($1,000,000 US$) Or (b) THE AMOUNT PAID OR DUE (WHICHEVER IS GREATER) UNDER THIS PROGRAM DOCUMENT BY PARTNER TO SAILPOINT DURING THE TWELVE-MONTH PERIOD BEFORE THE DATE THE CAUSE OF ACTION AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

# ADDITIONAL Obligations OF THE PARTIES

## Marketing Efforts. Partner will use its best efforts to promote the sale of the SailPoint Applications in the Territory. Partner will permit SailPoint to review all of Partner's promotion and advertising material for the SailPoint Applications before use. Partner will not use and will withdraw and retract any promotion or advertising that SailPoint finds is unsuitable or is in breach of the terms of this Program Document or the Agreement.

## Prohibited Practices. Partner may not make any contracts or commitments on behalf of SailPoint nor make any warranties or other representations regarding the SailPoint Applications other than those set forth in the EULA or otherwise expressly authorized by SailPoint in a separate writing.

## Notice of EULA Breach. Partner will notify SailPoint immediately if it learns of any breach of a Purchase Agreement or EULA that affects SailPoint’s rights. In the event of such a breach, Partner will take appropriate legal and other action against such End User. If Partner fails to, or chooses not to, promptly and diligently prosecute such breach, then SailPoint may bring an action against such breaching party and Partner hereby assigns to SailPoint its right to enforce, and seek remedies for breach of, any EULA as it relates to the SailPoint Applications in such circumstances and agrees to provide SailPoint with assistance in such circumstances.

## Lead Referrals. SailPoint may provide Partner with personal information from potential End Users within the Territory. Partner will handle such information in a manner consistent with SailPoint’s Privacy Policy, available at <http://www.sailpoint.com/privacy.php>, and any legal or regulatory requirements for adequate protection of personal information.

# anti-corruption, export controls, embargoes, and sanctions, and anti-money laundering compliance

## Partner acknowledges and agrees to comply with the anti-corruption, export controls, embargoes, sanctions, and anti-money laundering provisions in Section 12 of the Agreement.

# Indemnification

## Indemnification by SailPoint.

## SailPoint will defend any action brought against Partner to the extent that it is based upon a claim that the SailPoint Applications, as provided by SailPoint to Partner under this Program Document, infringe any third party intellectual property rights in the Territory. SailPoint will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Partner or agreed upon in settlement by SailPoint in such action. SailPoint’s obligations under this Section 9.1 are contingent upon (i) Partner giving prompt written notice to SailPoint of any such claim; (ii) Partner allowing SailPoint to control the defense and any related settlement of any such claim; and (iii) Partner furnishing SailPoint with reasonable assistance in the defense of any such claim, so long as SailPoint pays Partner’s reasonable out-of-pocket expenses.

## If Partner's use or resale of any of the SailPoint Applications hereunder is, or in SailPoint's opinion is likely to be, enjoined due to the type of claim specified in subsection (a) of this Section 8.1, then SailPoint may, at its sole option and expense: (i) procure for Partner the right to continue using and reselling such SailPoint Applications under the terms of this Program Document; (ii) replace or modify such SailPoint Applications so that they are non-infringing and substantially equivalent in function to the enjoined SailPoint Application; or (iii) terminate Partner's rights under this Program Document and Agreement with respect to such SailPoint Applications.

## SailPoint will have no obligation under subsection (a) or (b) of this Section 9.1 for any claim of infringement to the extent that it results from: (i) combination or use of the SailPoint Applications with equipment, software, products, data or processes not furnished by SailPoint to the extent such a claim would have been avoided if the SailPoint Applications were not used in such combination; (ii) modifications of the SailPoint Applications made other than by SailPoint; (iii) failure of Partner to use and/or resell updated or modified SailPoint Applications provided by SailPoint to avoid a claim of infringement; or (iv) Partner’s breach of this Program Document and/or the Agreement, misconduct, negligence, violation of law, or the like.

## THE PROVISIONS OF THIS SECTION 9.1 SET FORTH SAILPOINT’S SOLE AND EXCLUSIVE OBLIGATIONS, AND PARTNER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND BY THE SAILPOINT APPLICATIONS.

## Indemnification by Partner. Subject to the terms of Section 9.1, Partner will indemnify, defend and hold SailPoint harmless from any claims, demands, liabilities or expenses, including reasonable attorneys' fees, incurred by SailPoint as a result of any claim or proceeding against SailPoint arising out of or based upon (a) the combination, operation or use of the SailPoint Applications with any hardware, products, programs or data not supplied or approved in writing by SailPoint, if such infringement would have been avoided but for such combination, operation or use, (b) the modification of the SailPoint Applications by Partner, or (c) Partner’s misconduct, negligence, violation of law, breach of this Program Document and/or Agreement, or the like. Partner’s obligations under this Section 9.2 are contingent upon: (i) SailPoint giving prompt written notice to Partner of any such claim, action or demand; (ii) SailPoint allowing Partner to control the defense and any related settlement of any such claim, action or demand; and (iii) SailPoint furnishing Partner with reasonable assistance in the defense of any such claim, action or demand, so long as Partner pays SailPoint' reasonable out-of-pocket expenses.

# TERM AND TERMINATION

## Term. This Program Document commences on the Effective Date specified on the cover page of this Program Document and will continue in effect for the term of the Agreement, unless earlier terminated in accordance with this Program Document or the Agreement.

## Termination. In addition to the termination rights set forth in the Agreement, each party has the right to terminate this Program Document at any time, without cause, upon 90 days prior written notice.

## Duties upon Termination. Provided termination of this Program Document is not a result of a material breach, the parties will cooperate in order to effect an orderly termination of their relationship. Upon termination of this Program Document for any reason, Partner will have no right to order or receive any additional copies of the SailPoint Applications or enter into Purchase Agreements or EULAs with End Users and all of Partner's rights and licenses granted under this Program Document, including, without limitation, the designation of any prospective End Users opportunity as a Qualified Prospect Opportunity, will immediately cease. SailPoint will notify End Users of the termination of the relationship and SailPoint will assume direct responsibility for invoicing and collection of Support Fees and Partner will have no right to compensation for such Support Fees after termination. Within 30 days following termination of this Program Document, Partner will return at SailPoint’s expense, or destroy at SailPoint’s instruction, all demonstration and other copies of SailPoint Applications and all copies of any documentation, promotional materials, marketing literature, written information and reports pertaining to the SailPoint Applications that have been supplied by SailPoint and are in the possession or control of Partner, if any. Termination of this Program Document will not relieve either party of its obligations for payment of amounts owed under this Program Document to the other party.

## Survival. The provisions of Sections 3.5, 3.6, 5, 6, 8, 9, 10.3, 10.4 and 10.5 of this Program Document will survive any termination of this Program Document and the provisions of the Agreement applicable to this Program Document which would customarily survive termination will also survive termination of this Program Document.

## Precedence. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Program Document, the terms and conditions of this Program Document will prevail.

**IN WITNESS WHEREOF,** the parties hereto have caused this Program Document to be executed by their duly authorized representatives.

|  |  |
| --- | --- |
| Information Systems Architects Inc. **Partner** | **SailPoint Technologies, Inc.** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: |

\*\*\*End of Page\*\*\*

**Attachment A**

**Partner Discount Rate**

The purpose of this Attachment A is to establish the process to calculate the fees Partner will pay SailPoint for any SailPoint Applications and/or Services that Partner resells to End User. The fees Partner will pay SailPoint will be determined by applying the applicable discounts below to SailPoint’s Application and Service prices listed in the Price List. The level of discount to be applied will be determined by Partner’s Annual Revenue Contribution (defined below). The reseller fees Partner charges End User for the SailPoint Applications and/or Services will be independently agreed between Partner and End User.

1. Definitions.

“Annual Revenue Contribution” is the total License Fees paid by Partner to SailPoint in a January to December period less any returns or refunds SailPoint is required to make to an End User.

“Deal Identification Incentive Discount” is the additional discount that will be applied to the Standard or Non-Standard Pricing after initial Sales Discount is applied for registering a net new opportunity as a Qualified Prospect.

“Fulfillment Only Discount” is the discount applied when Partner was not involved in selling the opportunity, but only processing the contract for the opportunity.

“Non-Standard Pricing” is special one-time price needed for a specific opportunity below the Partner price (Standard Pricing minus Sales Discount) for SailPoint Applications. Any request for non-standard pricing will be mutually agreed to between SailPoint and the Partner.

“Non-Standard Sales Discount” is the discount applied to Non-Standard Pricing.

“Redzone Incentive Discount” is an additional discount for identifying a qualified opportunity in a SailPoint named Redzone account. Redzone accounts are SailPoint identified Fortune 2000 prospects where SailPoint is not currently engaged in an active pursuit or they are not an existing SailPoint client. The Redzone accounts will be updated on a regular basis and can be provided by your Partner Manager.

“Sales Discount” is the discount that will be applied to the Standard or Non-Standard Pricing to determine License Fees payable to SailPoint for the purchase SailPoint Applications for resale to End Users.

“Standard Pricing” is the pricing available to Partner for the purchase of SailPoint Applications as set forth in SailPoint’s then current SailPoint Reseller Price List.

1. Partner Tier Level Outline.

|  |
| --- |
| **PARTNER TIER LEVELS** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **BRONZE** | **SILVER** | **GOLD** | **PLATINUM** |
| **Annual Revenue Contribution** | **$0** | **$1,000,000** | **$3,000,000** | **$5,000,000** |
|  |  |  |  |  |
| **Standard Pricing Sales Discount for IdentityIQ and SecurityIQ** |  |  |  |  |
| Sales Discount | 25% | 25% | 30% | 35% |
| Deal Identification (Sourced) Incentive Discount | 5% | 5% | 5% | 5% |
| Redzone Incentive Discount | 5% | 5% | 5% | 5% |
|  |  |  |  |  |
| **Non-Standard Pricing /  Non-Standard Sales Discount for IdentityIQ and SecurityIQ** |  |  |  |  |
| Sales Discount | 7.5% | 7.5% | 10% | 12.5% |
| Deal Identification (Sourced) Incentive Discount | 2.5% | 2.5% | 2.5% | 2.5% |
| Redzone Incentive Discount | 2.5% | 2.5% | 2.5% | 2.5% |
|  |  |  |  |  |
| **Fulfillment Only Discount** |  |  |  |  |
| Sales Discount | 5% | 5% | 5% | 5% |
|  |  |  |  |  |
| Professional Services and Training Fee Discounts (to train End User) | 5% | 5% | 5% | 5% |

1. General.
2. Partner Tier Level Adjustments. Beginning January 1st of each year, the Partner Tier Level will be automatically adjusted to reflect the total Annual Revenue Contribution made the previous calendar period. Such adjustment will impact both the Sales Discounts to be applied for any sales made during the coming year and tier benefits available to Partner.

1. Discount Application.

For clarification on how to apply the discounts, all eligible discounts for each opportunity will be added together and then applied to the current SailPoint Price List.

Example 1: A Gold Partner identified a net new opportunity, the prospect is a Redzone account (Global 2000) as identified by SailPoint, and standard pricing applies.

Discount from Standard Pricing

Standard Discount 30%

Identified by Partner (Sourced) 5%  
Redzone Account 5%  
Cooperative Marketing Fund -1%  
**Total Discount 39%**

Example 2: A Gold Partner identified a net new opportunity, the prospect is a Redzone account (Global 2000) as identified by SailPoint, and requires special pricing to win the opportunity so Non-Standard pricing applies.

Discount from Non-Standard Pricing

Standard Discount 10%

Identified by Partner (Sourced) 2.5%  
Redzone Account 2.5%  
Cooperative Marketing Fund -1%  
**Total Discount 14%**

1. Support and Maintenance.

* Initial Year of Support and Maintenance.

Standard Support and Maintenance is typically provided by SailPoint for no additional fee for the first year beginning on the date SailPoint provides End User’s the initial delivery download instructions.

* Renewals for Support and Maintenance.

If Support and Maintenance is renewed for Year 2 through the partner, Standard Support and Maintenance to Partner will be 20% of the License Fee Partner paid SailPoint or 25% if Partner selects Premium Support and Maintenance. Example; if the discounted License Fee paid by Partner to SailPoint is $750,000 the annual standard support and maintenance would be 150,000.

* Support and Maintenance Example:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Standard Pricing** | **Partner License Fee (based on the Bronze tier 25% discount)** | **Partner Support and Maintenance Fee** |
|  | $1,000,000 | $750,000 |  |
| Maintenance Fees – SailPoint Support | $200,000 | $150,000 | $150,000 |

1. Cooperative Marketing Program

SailPoint’s Cooperative Marketing program is designed to drive demand generation, foster existing opportunities and enable our partner community to promote SailPoint products through direct and indirect marketing activities with the Partner Community. SailPoint will work with your marketing team (if available) to align marketing plans and execute joint activities throughout the year. Marketing activities include, but are not limited to:

#### Demand Generation:

* IAM Conference Prospect Events (i.e. co-sponsored dinner/happy hour).  
  Gartner IAM Summit events have been very successful in the past.
* Nurture Campaigns – Joint emails, Telesales and appointment setting
* Joint events (seminars, webinars, and roundtables)
* Joint online and print advertising
* Joint sponsorship at tradeshows
* Co-Branded Customer Case Studies
* CSO/CISO/Executive Networking Events (Breakfast / Dinner / Lunch and Learn)
* Pre-approved co-branded giveaways

#### Partner Enablement:

* Navigate Registration (does not include sponsorship)
* SailPoint Sales Kick Off Registration
* SailPoint participation in Partner Sales Kick Off sponsorships

SailPoint’s Cooperative Marketing program will be funded with a 1% hold back from the partner’s total discount amount.

1. SailPoint Reserves the right to modify its Partner requirements and structure, in its sole and absolute discretion, upon thirty (30) days prior written notice to Partner.

\*\*\*End of Attachment\*\*\*

**(Example Template)**

**Attachment B**

**PURCHASING SCHEDULE No. \_\_\_\_**

**TO**

**SAILPOINT RESELLER PROGRAM DOCUMENT**

This Purchasing Schedule No. \_\_\_ (“Schedule”), by and between **\_\_\_\_\_\_\_\_\_\_\_** (hereinafter "Partner") and SailPoint Technologies, Inc. (hereinafter “SailPoint”), documents the software licenses and services being purchased by Partner for the sole purpose of reselling such Software and Services to Partner’s End User customer identified below. This Schedule incorporates by reference the terms and conditions of the Reseller Program Document between SailPoint and Partner dated \_\_\_\_\_\_\_\_\_, 201\_\_\_\_ (“Agreement”). In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule shall control. This Schedule is effective as of \_\_\_\_\_\_\_\_, 201\_\_ (the “Effective Date”).

1. **Products and Pricing:**

Pursuant to the reseller terms of the Agreement, SailPoint and Partner agree to the following special pricing for the following SailPoint Software licenses and Services:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description** | **Quantity** | **Term** | **Extended Price** |
| **Identity Cubes for Licensed Software** | Identity Cubes |  | Perpetual |  |
| **Support & Maintenance** | Standard Support & Maintenance |  | Initial 12 months | Provided for no additional fee |
|  |  |  |  |  |
| **TOTAL PRICE** |  |  |  |  |

**Description of the Licensed Software**

Customer shall receive a perpetual license to use the Software with Identity Cubes up to the quantities stated above.

The Software shall include the following:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **End User Customer:** For purpose of this Schedule, the End User is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**
2. **Support and Maintenance Services**

The initial term of Standard Support and Maintenance shall be twelve (12) months from the Effective Date and shall be provided for no additional fee. Thereafter, Support and Maintenance renewals may be purchased from SailPoint on an annual subscription basis as follows:

Year 2 – $\_\_\_\_\_\_\_\_\_\_

Year 3 and beyond –Support and Maintenance may increase in subsequent years but will increase no more per annum than 5%.

1. **General:**

## Delivery of the Software to end user **c**ustomer will be provided via electronic download in accordance with the terms of the Agreement.

## Payment for the Software and Services by Partner will be in accordance with the terms of the Agreement.

## Partner Purchase Order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if applicable for payment)

## All pricing is in U.S. Dollars ($) and is strictly SailPoint confidential.

## Partner, by its execution of this Schedule, hereby orders and purchases the software and services as identified herein pursuant to the terms and conditions of this Schedule and the Agreement. This Schedule and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Any terms contained in a Partner generated purchase order shall not apply to this Schedule even if SailPoint has signed such document as a form of receipt and acceptance thereof.

|  |  |
| --- | --- |
| **Partner** | SailPoint Technologies, Inc. |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date:  \*\*\*End of Page\*\*\* |
|  |  |

**Attachment C**

**Mutual Subcontract Supplement (v. 0117)**

The purpose of this Attachment C is to establish a framework whereby the Partner or SailPoint can procure professional services (defined below) from the other party. For purpose of this Attachment C, the “Prime” shall refer the entity (Partner or SailPoint) that is purchasing the services and the “Subcontractor” shall refer to the entity (Partner or SailPoint) who is performing the professional services. The professional services will be detailed in statements of work and will be subject to the terms and conditions set forth in this Attachment C and the Reseller Program Document (“Program Document”).

**1.**  **Professional Services.** The scope of “Professional Services” to be provided hereunder shall be restricted to actions as they relate to SailPoint’s Software (licensed separately in object form only) and shall consist solely of (i) program planning, (ii) SailPoint software deployment and configuration assistance, (iii) interface adapter efforts, and/or (iv) formal or informal software training. The Professional Services may be performed by a Subcontractor employee or independent contractor performing work on Subcontractor’s behalf (“Personnel”).

**2. Statements of Work.** Professional Services will be documented in a Statement of Work (“SOW”) mutually agreed to by the parties. Subcontractor shall not begin Professional Services until both parties mutually agree upon and sign an SOW and such SOW shall define and specify the Professional Services to be performed. The SOW shall incorporate by reference and be governed by the terms and conditions of this Attachment C and the Program Document. The terms contained in this Attachment shall supersede any conflicting terms contained in the SOW.

**3. Subcontractor Personnel.** If any Personnel become unavailable to continue Professional Services as agreed-upon in the applicable SOW and if substitute individuals acceptable to the Prime are not available to continue within five (5) business days of such unavailability, the Prime shall have the right to engage a replacement subcontractor and terminate the remainder of SOW Professional Services with the Subcontractor. The Prime shall have the right, at any time, to request the removal of any Personnel whom the Prime or its End User deems, in its reasonable discretion, to be unsatisfactory. Upon such request, Subcontractor shall use all reasonable efforts to immediately correct the problem and promptly substitute Personnel having the skills and training suitable to perform the Professional Services. Subcontractor and its Personnel agree to abide by all communicated End User policies, rules and regulations regarding End User’s property, safety procedures, etc. while on End User’s site. Subcontractor also agrees to fully comply with all mandatory flow-down provisions of the Prime’s prime contract with any government End User.

**4 Background Checks.** Subcontractor acknowledges, agrees and shall inform its personnel providing services for the Prime that such personnel may be subject to criminal record checks, drug testing, fingerprinting and/or background investigations, education and employment verification and other checks as requested by Prime or its End User, at Prime’s expense and to the extent permitted by law.

**6. Invoicing and Payment Terms.** Pricing for Professional Services to be performed hereunder shall be based on daily/hourly time and material rates or fixed rates as specified in the SOW. Subcontractor shall submit a monthly invoice in arrears to the Prime for the work at the rates stated in the SOW or as may be outlined as milestone amounts therein. Along with each applicable invoice, Subcontractor will submit the all applicable supporting documentation. The Prime will not be responsible for any out-of-pocket expenses incurred by or on behalf of the Subcontractor unless agreed to in the SOW. Subcontractor shall not submit invoices for expenses to the Prime more frequently than monthly. If applicable, on each invoice Subcontractor shall itemize separately any and all taxes required to be paid by the Prime including sales, use, service and excise taxes, but excluding taxes based on Subcontractor’s income. The Prime shall remit payment to Subcontractor within thirty (30) days of receipt of invoice.

**7.** **Scheduling and Change Orders**. The schedule for completion of Professional Services will be included in the SOW. TIME IS OF THE ESSENCE FOR EACH SOW. If at any time after acceptance of a SOW either party wishes to make a change to the SOW, the party requesting a change shall submit a written change order (“Change Order”) to the other party outlining the requested change(s). As soon as practicable upon receipt of a Change Order, the receiving party shall advise the Prime of any change in costs or time caused by the Change Order. The parties will not implement any Change Order until the change is evidenced in writing by a revised or amended SOW signed by both parties. The receiving party is not obligated to approve any Change Order request.

**8. Excusable Delay.** Neither party shall be liable for any delay in performance hereunder if such delay is due to causes beyond the party’s reasonable control. Such causes shall include, without limitation, fires, floods, strikes or other labor disputes, war, criminal disturbances, power failure, acts of God and restrictions imposed by any governmental agency. In the event of such delay or nonperformance the parties may mutually agree to do any of the following: (i) extend the time for performance; or (ii) change the SOW via the Change Order process identified herein; or (iii) cancel an SOW. Notwithstanding the foregoing, no such excusable delay will excuse either company’s obligation to pay undisputed amounts when due for Professional Services already delivered.

**9. Acceptance.** Upon completion of each SOW, Subcontractor shall notify the Prime and the Prime and/or End User shall determine whether Subcontractor has completed the work specified in accordance with the SOW. If the Prime or End User, in their reasonable judgment, find any Professional Services provided by Subcontractor not to conform to the specifications of the SOW, Subcontractor shall re-perform, at no additional cost to Prime or End User, the Professional Services brought to its attention within thirty (30) days after those Professional Services are performed, unless otherwise specified in the applicable SOW, to achieve conformity with the specifications within the relevant SOW.

**10. Warranty.** Subcontractor WARRANTS THAT SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED BY PERSONS WHO ARE ADEQUATELY TRAINED AND SKILLED, SHALL BE PERFORMED IN A SAFE AND WORKMANLIKE MANNER.

Subcontractor further warrants that: (i) Subcontractor has acquired and shall maintain in effect at all times during the SOW all licenses and permits necessary for providing the Professional Services; and (ii) Subcontractor shall not violate any applicable law, ordinance, regulation or contractual obligation by providing the Professional Services; and (iii) All Personnel are employees or independent contractors of Subcontractor and Subcontractor has the right and authority to direct such Personnel to provide the Professional Services; and (iv) All Personnel are legally authorized to work in the country in which the work will be performed and shall have passed the background check provided herein (if applicable) prior to commencement of any Professional Services hereunder.

**11. Indemnification.** Subcontractor shall indemnify, hold harmless and defend the Prime and/or End User as applicable from and against any and all third party: claims, demands, damages, actions, causes of action and judgments, including reasonable attorney's fees and costs, arising out of (a) any negligent act or omission of Subcontractor related to its performance or any obligation hereunder and/or (b) any claim against the Prime or End User alleging that the Professional Services provided hereunder infringe any patent, copyright, trademark, trade secret, or other intellectual property right. Should an injunction against the use of the Professional Services result from such a claim, Subcontractor shall, upon request and at its expense and option, obtain for the Prime and/or End User (as applicable) the right to continue using the Professional Services, modify or replace the Professional Services with non-infringing functionally equivalent Professional Services, or refund any fees paid for the infringing portion of the Professional Services. Subcontractor shall have no obligation to indemnify, defend or hold harmless neither Prime nor End User for any claim of infringement caused by (i) use of the Service in combination with any other products or services in a way not authorized by Subcontractor, if the infringement would not have occurred but for such combination, or (ii) any alteration, change or modification of the Professional Services not authorized by Subcontractor, if the infringement would not have occurred but for such alteration, change or modification. Subcontractor will also indemnify the Prime and/or End User against fines or penalties sought or recovered by any governmental entity, including but not limited to the U.S. Internal Revenue Service or any state or country taxing authority arising out of Subcontractor's or Personnel’s alleged failure to pay federal, state or local taxes during the term of the Program Document.

**12. Insurance**.

Subcontractor understands and agrees that financial responsibility for claims and/or damages to any person or to Subcontractor’s employees and agents shall rest with the Subcontractor. Subcontractor shall effect and maintain a commercially reasonable amount of insurance coverage, including, but not limited to, Worker’s Compensation, Employee’s Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability necessary to support such financial obligations.

Subcontractor’s obligations shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker’s Compensation laws or other insurance provisions.

Prime shall be named as an additional insured under Subcontractor’s general and auto liability insurance and umbrella liability insurance. Evidence of all required insurance of Subcontractor shall be given to Prime. All policies shall include a waiver of subrogation in favor of said additional insured. Prime shall be afforded a 30-day written notice of cancellation, non-renewal or material change by any of Subcontractor’s insurers providing the coverage required by Prime for the duration of the Program Document that includes this Attachment C.

**13. Non-Sollicitation.**

During the term of the Program Document and for six (6) months after its termination, neither party to the Program Document shall solicit the other party’s employees to leave the employ of the other party, or hire or retain an employee as an independent contractor the other party’s employees. Notwithstanding the foregoing, the parties hereby acknowledge and agree that the restrictions of this Section shall not apply to the hiring by either party of any individual who, not being specifically solicited or targeted, responds to a general recruitment advertisement of the other party.

**14. Ownership.**

In the performance of the Professional Services hereunder, each party may have certain pre-existing ideas, strategies, concepts, processes, plans, data, documentation, software, tools, methodologies, conventions, instruments of service, practices, elements, components or information, that were created before the Professional Services commenced (collectively referred to as the “Retained Rights”).  All right, title, and interest in such Retained Rights shall remain the sole and exclusive property of each party, including all of the intellectual property rights embodied therein.

The deliverables provided by either party under this Attachment C shall consist solely of program planning, deployment, configuration assistance, and training services as they relate to SailPoint Software. Therefore, SailPoint shall retain exclusive ownership, including but not limited to, all U.S. and international copyrights, patents, trademarks, trade secrets, intellectual property rights and renewal rights relating thereto in such deliverables made by either party, whether partial or completed. SailPoint or its third party licensors shall own and retain ownership of all right, title, and interest in and to such deliverables and any copies thereof, modifications, enhancements, derivative works thereof and all intellectual property rights embodied therein.

**15. Non-Exclusivity**. Subcontractor acknowledges and agrees that during the term of the Program Document, the Prime may engage the services of another individual or entity that competes with Subcontractor or offers similar services to those offered by Subcontractor, and any such engagement shall not be considered a breach of the Program Document or this Attachment C provided that all Confidential Information requirements remain protected.

**16. SOW Term.** Each SOW shall begin and continue for the term specified therein, unless terminated as set forth in the SOW or the Termination Section below.

**17. Termination.** Either party may terminate a SOW if the other party fails to cure any material breach of this Attachment C or the Program Document within thirty (30) days after receipt of written notice of such breach, except that Subcontractor shall have the right to terminate this Program Document upon fifteen (15) days prior written notice to Prime for nonpayment of fees which are not the subject of a dispute. Prime shall reimburse Subcontractor for any Professional Services and/or products delivered through the date of termination. This Attachment C will be automatically terminated upon termination of the Program Document. Termination of the Program Document for any reason does not release either party from any liability which, at the time of termination, has already accrued to the other party.

**18. Entire Program Document**. This Attachment C along with the Program Document and any applicable Statement(s) of Work, constitute the complete and exclusive agreement between the parties as to the subject matter hereof which supersedes all proposals, or agreements, purchase orders, oral or written, and all other communications between the parties related to the subject matter of this Attachment C both before and after the execution of the Program Document. This Program Document may only be modified in a writing making specific reference to this Program Document and signed by an authorized representative of both parties.

**\* \* \* \***

**Attachment D**

**Software as a Services Supplement**

The purpose of this Attachment D – Software as a Services Supplement is to augment the SailPoint Reseller Program Document (“Program Document”) for the establishment of additional terms to enable Partner to sell SailPoint’s Software as a Service (“SaaS Service”) to End Users. This Attachment D is made part of the SailPoint Alliance Agreement (“Agreement”) and the Reseller Program Document (“Program Document”). This Attachment D is effective as of the Program Document effective date.

The parties hereby agree to the following terms:

1. **Definitions**

**“End User”** is a person or entity not affiliated with Partner that purchases the ability to access and use the SaaS Services from Partner for its own internal business purposes. The SaaS Services shall not be resold, redistributed or used in operating a service bureau to any third party other than the End User to which the SaaS Services were specifically granted.

“**Host**” means the computer equipment on which the Software is installed, which is owned and operated by SailPoint or its subcontractors.

“**Maintenance Services**” means the support and maintenance services provided by SailPoint to End User pursuant to Exhibit B of the SaaS Agreement.

**“Purchase Acknowledgement Form”** (see Exhibit B) means the form that SailPoint electronically sends to End User upon execution of a Schedule. The purpose of the Purchase Acknowledgement Form (“PAF”) is to confirm that End User has issued a purchase order or other similar ordering document to Partner for the purchase of SaaS Services. The PAF will also confirm End User’s concurrence with the terms of SailPoint’s Software as a Services Agreement that has either already been signed by End User or, if no such executed agreement exists, is incorporated by reference in the PAF and can be found at [**http://www.sailpoint.com/legal**](http://www.sailpoint.com/legal). The PAF will not include any pricing or payment terms. Partner’s pricing for the SaaS Services will be established between End User and Partner and will not be part of the PAF.

**“SaaS Agreement”** refers to the SailPoint Software as a Services Agreement whose current version can be found at SailPoint’s web site, <http://www.sailpoint.com/legal>.

“**SaaS Services**” refer to the specific SailPoint’s internet-accessible service identified in a Schedule that provides use of SailPoint’s identity/access management Software that is hosted by SailPoint or its services provider and made available to End User over a network on a term-use basis.

“**Schedule**” is a written agreement executed between Partner and SailPoint that specifies the SailPoint SaaS Services, price, the number of Identity Cubes, end user, location, the duration or such other terms and restrictions as may apply to the SailPoint SaaS Services.

“**Software**” means the object code version of any software to which End User is provided access as part of the Service, including any updates or new versions

“**Subscription Term**” shall mean that period specified in a schedule during which End User will have on-line access and use of the Software through SailPoint’s SaaS Services.

1. **sAAS Services**

2.1 During a Subscription Term, the Partner may authorize the End User to receive a nonexclusive, non-assignable, royalty free, right to access and use the SaaS Services with in Partner’s Territory solely for its internal business operations subject to the terms of SailPoint’s Software as a Services Agreement that will be either executed by End User prior to access or incorporated by reference in Partner’s agreement with End User and confirmed in SailPoint’s purchase acknowledgment form that will be provided to End User at time of access initiation.

2.2 Partner acknowledges that this Attachment is a service agreement and SailPoint will not be delivering copies of the Software to Partner or End User as part of the SaaS Services.

2.3 End User’s access will be limited to the number of Identity Cubes documented in the Schedule.

2.4 End User will only be granted access and use of SaaS Services if they either: i) execute or have executed a software as a services agreement directly with SailPoint or ii) agree to the incorporation by reference to SailPoint’s standard Software as a Services Agreement (as found at [**http://www.sailpoint.com/legal**](http://www.sailpoint.com/legal)) by either accessing or using the SaaS Services as documented in the PAF.

1. **restrictions**

Partner shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized End User, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, SailPoint shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Partner agrees to assign all right, title and interest it may have in the foregoing to SailPoint.

1. **PARTNER responsibilities**

4.1 The SaaS Services offered to End User by Partner must be term based in accordance with the Subscription Term out lined in a Schedule for each individual End User.

4.2 Partner may offer 1, 2, or 3 year term license. Multiple year term licenses are non-cancelable.

4.3 Upon expiration of the Subscription Term identified in the Schedule, the End User’s access and use of the SaaS Services shall expire and the End User shall be required to discontinue all access and use of such SaaS Services. The expired SaaS Services will not be transferred or used to support any other End Users. 4.4 End User Qualification and Registration. In the event that a Partner identifies a prospective End User to whom Partner desires to resell the SaaS Services, Partner will submit to SailPoint a Partner Registration Form as outlined in the Reseller Program Document.

1. **Orders and payment**

5.1 Ordering Process. Partner shall order SaaS Services pursuant to a Schedule prepared by SailPoint and mutually executed by Partner and SailPoint. The Schedule will document the type of SaaS Service, user quantity, subscription term, and any unique terms agreed to in the Schedule between Partner and SailPoint. Except for the Schedule’s pricing (that is confidential and strictly between Partner and SailPoint), all other terms of the Schedule will be duplicated in Partner’s agreement with the End User. In the event of a conflict between the terms of a Schedule and Agreement or Program Document, the terms of the Schedule shall take precedence.

5.2 Invoicing and Payment. Unless otherwise provided in the Schedule, SailPoint shall invoice Partner for all fees on the Schedule effective date. Partner shall pay all undisputed invoices by the earlier of: (a) thirty (30) days after SailPoint provides the SaaS Services access instructions to Partner or End User; (b) fourteen (14) days after payment by the End User to Partner; or (c) as otherwise mutually agreed by the parties and documented in a schedule on a per opportunity basis. If End User is paying fees to Partner on an annual basis for a multi-year SaaS term, (i.e. 3 annual payments for a 3 years SaaS term) then Partner will pay SailPoint annually, in advance, at the beginning of each year. Such payment will be made within fourteen (14) days after payment is made by End User. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars, and must be paid by Partner to SailPoint in United States Dollars.

5.3 Taxes. SailPoint shall bill Partner for applicable taxes as a separate line item on each invoice. Partner shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Partner’s purchase and use of the services. Partner shall not be liable for taxes based on SailPoint’s net income, capital or corporate franchise.

5.4 Initial Access. Upon receipt of: a) a fully executed Schedule; b) either a SailPoint Software as a Services Agreement signed by End User or Partner’s confirmation that the End User has agreed to accept the SailPoint Software as a Services Agreement by reference in the Purchase Acknowledgement Form; and c) a Partner purchase order that reflects the terms of the Schedule; then SailPoint will issue an electronic notification to End User that will provide the SaaS Services access instructions and well as the Purchase Acknowledgement Form confirming the deal with Partner.

5.5 End User’s Payment to Partner. All End User payments for the SaaS Services will be paid directly to Partner.

1. **term and termination**

6.1 Term of SaaS Agreement. The term of this SaaS Agreement shall begin on the Schedule Effective Date and shall continue until terminated by either party as outlined in this Section.

6.2 Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

6.3 Suspension for Non-Payment. SailPoint reserves the right to suspend delivery of the SaaS Services if Partner fails to timely pay any undisputed amounts due to SailPoint under this SaaS Agreement, but only after SailPoint notifies Partner of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Partner of its payment obligations under this SaaS Agreement. Partner agrees that SailPoint shall not be liable to Partner or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Partner’s nonpayment.

6.4 Termination of a Schedule by Partner. Partner may only terminate a Schedule entered into under this Attachment if the End User has terminated its usage in accordance with the terms of End User’s Software as a Services Agreement with SailPoint.

6.5 Effect of Termination.

1. Upon termination of this SaaS Agreement or expiration of the Subscription Term, SailPoint shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.
2. If SailPoint terminates this SaaS Agreement due to a breach by Partner, then Partner shall immediately pay to SailPoint all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Partner terminates this SaaS Agreement due to a breach by SailPoint, then SailPoint shall immediately repay to Partner all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.
3. Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.
4. **Support and Maintenance**

During the Subscription Term as outlined in the Schedule, SailPoint will provide the Support and Maintenance services for the SaaS Services as outlined in Exhibit B.

1. **service level agreement**

The Service Level SaaS Agreement (“**SLA**”) for the SaaS Services is set forth in Exhibit C of the SaaS Agreement. The SLA sets forth Partner’s sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

1. **WARRANTIES for saas Services**

Warranty. SailPoint represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any beach of a warranty, Partner’s exclusive remedy shall be as provided in Section 6, Term and Termination.

This Attachment D along with the Agreement and Program Document, constitute the complete and exclusive agreement between the parties as to the subject matter hereof which supersedes all proposals, or agreements, purchase orders, oral or written, and all other communications between the parties related to the subject matter of this Attachment D both before and after the execution of the Program Document.

**Exhibit A**

**to Attachment D**

**SaaS Services Resell Discount Rate**

Partner shall be eligible to sell the SailPoint SaaS Service for an additional discount off the prices listed in SailPoint’s then current price list as follows:

1. Subscription Terms.

Partner may offer the SaaS Services for periods of 1, 2, or 3 year subscription terms. All subscription terms are firm and non-cancelable. Example: End User may not agree to a 3 year subscription term then cancel after year one. Any such request for early cancellation will require the Partner to pay all fees scheduled to be paid as documented in the Schedule.

1. Discounting.

Partner will receive a 20%discount on all SailPoint SaaS Services resold to End Users based on SailPoint’s then current volume pricing for IdentityNow SaaS Services and bundles. The actual fees Partner will pay SailPoint will be mutually agreed to and documented in a Schedule executed by the parties.

Any request for non-standard discounting should be directed to the SailPoint deal desk for approval. Any non-standard discounting approved will be documented in a fully executed Schedule.

\*\*\*End of Exhibit\*\*\*

**Template** (to be filled out by SailPoint)

**Exhibit B**

**to Attachment D**

**PURCHASE ACKNOWLEDGEMENT FORM**

|  |  |
| --- | --- |
| **Customer Full Legal Name:** |  |
| **Customer Address:** |  |
|  |  |
| **Reseller Name:** |  |
| **Number of Identity Cubes:** |  |
| **SailPoint Software as a Service Offering (“SaaS Services”):** |  |

**Purpose:** The purpose of this Purchase Acknowledgement Form (“PAF”) is to confirm that Customer has issued a purchase order or other similar Customer ordering document for the purchase of SailPoint SaaS Services from the Reseller identified above. Customer further confirms its agreement that such SaaS Services shall be governed by the terms and conditions of either the existing Customer / SailPoint Technologies, Inc. Software as a Services Agreement dated \_\_\_\_\_\_, 20\_\_ or if no such executed agreement exists, the terms of the SailPoint’s agreement located at [**http://www.sailpoint.com**](http://www.sailpoint.com)**/legal** will apply.

Pursuant to SailPoint’s resell/distribution agreement with this Reseller, SailPoint will provide access to SailPoint SaaS Services to Customer under the terms and conditions the aforementioned Agreement.

**Pricing & Payment:** The price and payment terms for the SaaS Services will be established between Customer and Reseller. All payments will be paid directly to Reseller. This document is for licensing documentation purposes only.

**\*\*\*End of Exhibit\*\*\***