



SAILPOINT TECHNOLOGIES
MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “Agreement”) is between:

- A. **SailPoint Technologies Inc.**, a Delaware Corporation, having offices at 11305 Four Points Drive, Building 2, Suite 100, Austin, Texas 78726, USA (“**SailPoint**”); and
- B. _____, located at _____ (“**Company**”).

The Agreement consists of this signature page and the following terms. This Agreement is effective as of the later signature date below (the “Effective Date”).

By their execution below, each Party represents and warrants that it has the authority to undertake the obligations set forth in this Agreement without breaching or violating any contractual or statutory obligation owed to another party. This Agreement may be executed in counterparts which taken together will make up the whole, and a facsimile, scanned, or other electronic signature will be considered as an original.

_____	SailPoint Technologies, Inc.
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

IN CONSIDERATION of the mutual undertakings contained herein, the parties agree as follows:

1. Business Purpose.

SailPoint and Company, each a “Party” and together the “Parties”, contemplate exchanging confidential information in relation to the exploration and evaluation of a potential business relationship, including information with respect to certain SailPoint software technology and/or services (“**Business Purpose**”).

2. Confidentiality.

- (i). Each Party as recipient (the “Receiving Party”) of Confidential Information from the other Party (the “Disclosing Party”) will:
 - (a) use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and protect the confidentiality of all information communicated to it by the Disclosing Party, whether in oral, written, graphic, or electronic form, including but not limited to data, software, know-how and any and all subject matter (whether patentable or not) pertaining to a Party’s research, inventions, development, materials, technology, trade secrets, work in process, business plans, scientific, engineering and/or manufacturing processes, present or future product plans, pricing, sales, customer lists, investor and contractual relationships in connection with the Business Purpose (the “**Confidential Information**”);

- (b) use the Disclosing Party's Confidential Information only in connection with the Business Purpose and in accordance with this Agreement;
 - (c) only disseminate Confidential Information to those of its employees, officers, directors, advisors, consultants, accountants, counsel and agents ("**Representatives**") with a need to know such Confidential Information and Receiving Party represents, warrants and covenants that all such Representatives will be informed of its confidential nature and cause them to maintain the confidentiality thereof, and will be bound by confidentiality obligations with Receiving Party that are no less restrictive than those set forth in this Agreement, and the Receiving Party will be liable to the Disclosing Party for any breach by its Representatives of such obligations.
- (ii). With respect to any particular Confidential Information, the Receiving Party's obligations under this Agreement will expire three (3) years after the Receiving Party's receipt of that Confidential Information. However, the obligation to protect trade secrets provided by either Party shall not expire.
 - (iii). Neither Party will make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement for dissemination to the general public or any third party without the prior written consent of the other Party, except as may be required by applicable law or legal regulation.
 - (iv). Each Party warrants that it has the right to disclose its Confidential Information and makes no other representations or warranties, express or implied, with respect to any of its Confidential Information. Neither Party is obligated to disclose any of its Confidential Information to the other Party or to enter into or represent any commitment to enter into any additional agreement with the other Party (by implication or otherwise) or to create any partnership, joint venture or agency relationship.
 - (v). Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise to either Party under any patent, copyright, trade secret or other intellectual property right, nor will this Agreement grant either Party any rights in the other Party's Confidential Information, except for the use of such Confidential Information as expressly provided in this Agreement.
 - (vi). Neither Party will transfer, transmit, export or re-export any documents, information, software, technical data or technology it receives under this Agreement in violation of any export control laws or regulations.
 - (vii). The Receiving Party acknowledges that: (a) Confidential Information disclosed by the Disclosing Party may contain material non-public information concerning the Disclosing Party and its affiliates; and (b) the Receiving Party is aware of the restrictions imposed by U.S. federal and state securities laws, and the rules and regulations promulgated thereunder, on persons in possession of material non-public information. Nothing herein shall constitute an admission by either Party that any Confidential Information or other such information in fact contains material non-public information concerning the Disclosing Party or any of its affiliates.

3. Exclusions.

- (i). Confidential Information will not include information which:
 - (a) was or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Agreement;
 - (b) becomes available to the Receiving Party from a source other than the Disclosing Party, provided that such source is not in breach of any obligation of confidentiality with the Disclosing Party or otherwise prohibited from disclosing such Confidential Information by any other legal, contractual or fiduciary obligation;
 - (c) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party as evidenced by its written records; or
 - (d) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information as demonstrated by the written records of the Receiving Party.
- (ii). If the Receiving Party is required to disclose any of the Disclosing Party's Confidential Information by a court, governmental agency or law, the Receiving Party will provide written notice to the Disclosing Party promptly upon receipt of notice of the required disclosure and will make no disclosure in excess of such required disclosure.

4. Termination and Return of Information.

Either Party may terminate discussions regarding the Business Purpose and/or this Agreement at any time, without

any liability or obligation whatsoever, except as expressly set forth herein. Upon written request of the Disclosing Party, the Receiving Party will return all copies of the Disclosing Party's Confidential Information or certify in writing that all copies thereof have been destroyed; provided, however, electronic copies stored in system back-ups which are not readily accessible will not be required to be destroyed, and each Party may retain one archival copy of such Confidential Information for purposes of compliance with the obligations pursuant to this Agreement.

5. Remedies.

Each Party acknowledges that any actual or threatened breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek specific performance and injunctive relief under this Agreement with respect to such breach or threatened breach as well as such further relief as may be granted by a court of competent jurisdiction.

6. General Terms.

- (i). Neither Party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any such prohibited assignment will be null and void. This Agreement will be binding upon and inure to the benefit of the Parties' successors and permitted assigns.
- (ii). Neither Party will act or have authority to act as an agent of the other Party for any purpose whatsoever and any party who is not a named party to this Agreement has no right to benefit from nor to enforce the terms of this Agreement.
- (iii). Should any provision of this Agreement be invalid, ineffective or unenforceable, under present or future laws, the remainder of this provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- (iv). No waiver will be effective unless it is in writing and signed by the waiving Party. The waiver by either Party of any breach of this Agreement will not constitute a waiver of any other or subsequent breach.
- (v). This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may only be modified by a written instrument, executed by the Parties hereto.
- (vi). This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles.
- (vii). Neither Party is obligated to disclose any of its Confidential Information to the other Party or to enter into any additional agreement with the other Party. The provision of Confidential Information and discussions held in connection with the Business Purpose will not prevent either Party from pursuing similar discussions or transactions with third parties. Any proposals, estimates or forecasts provided by either Party to the other Party will not constitute commitments

End of Agreement