

THIS CLICK-THROUGH AGREEMENT (THIS “**AGREEMENT**”) IS BY AND BETWEEN PING IDENTITY CORPORATION (“**PING IDENTITY**”) AND THE COMPANY OR ENTITY ON WHOSE BEHALF YOU ARE EXECUTING THIS AGREEMENT (“**CUSTOMER**”). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. BY AGREEING TO THE TERMS OF THIS AGREEMENT OR BY ACCESSING, USING OR INSTALLING ANY PART OF THE PRODUCTS, CUSTOMER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, CUSTOMER IS PROHIBITED FROM DOWNLOADING, INSTALLING, ACTIVATING OR USING THE PRODUCTS. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE ON WHICH CUSTOMER ACCEPTS THESE TERMS BY CLICKING “ACCEPT” OR THE SIMILARLY LABELED BUTTON INDICATING ASSENT (THE “**EFFECTIVE DATE**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Administrator**” is an individual who has been granted administrative permissions by Customer to the Service in order to set-up, modify and suspend the Service, each as applicable.

“**Affiliate(s)**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**API**” means an application programming interface.

“**Customer Data**” means all electronic data or information submitted by Customer to the Service. Customer Data also includes any data of an Identity Provider and its associated employees, consultants, contractors and agents transmitted through the Service in order to access Customer’s services or applications.

“**Documentation**” means Ping Identity’s then current on-line user’s manuals made generally available by Ping Identity and provided to Customer along with the Software.

“**Identity Provider**” means an entity that desires single sign-on capabilities into a Service Provider’s services or applications.

“**Installation Services**” means those standard installation services offered by Ping Identity to Customer as more fully described in Exhibit A.

“**License Key**” means the key provided to Customer by Ping Identity that is used to set up the functionality and permitted scope of use of the Software in accordance with the terms of this Agreement and any applicable Order Form.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means any ordering document for Customer’s purchases from Ping Identity that is executed hereunder by both parties from time to time. Each Order Form that has been signed by authorized representatives of each party incorporates this Agreement by reference. An Order Form may or may not be required for download, access and/or use of the Products.

“**Products**” means the Software, Service, Trial Products (defined in Section 2.4), SDKs and Beta Versions (defined in Section 2.6).

“**SDK**” means the software development tools, including, but not limited to, sample code, documentation and APIs, made available to Customer when the Products are downloaded or accessed.

“**Service**” means web-based or mobile applications provided by Ping Identity that are identified on an Order Form or otherwise made available to Customer, including without limitation PingOne, including associated offline components, PingOne user store and PingID.

“**Service Provider**” means an entity that accepts and consumes user identities federated or sent by an Identity Provider to connect those users to customer-facing applications of such Service Provider.

“**Software**” means the Ping Identity programs identified on an Order Form or otherwise downloaded and/or installed by Customer, including without limitation PingFederate, PingAccess and AD Connect, and any other Ping Identity software made available in connection with the Service.

“**Support Services**” means those maintenance and support services that Customer obtains from Ping Identity set forth in Section 3.2 below.

“**Term**” is as defined in Section 10.1.

“**Training Services**” means those training services offered by Ping Identity to Customer as more fully described in Exhibit A.

“**Users**” means any Administrator and (a) if Customer is acting in the capacity as an Identity Provider, individuals who are authorized by Customer to use the Service including, but not limited to, employees, consultants, contractors and agents of Customer and/or (b) if Customer is acting in the capacity as a Service Provider, any Identity Provider who is authorized by Customer to use the Service, as well as any individuals associated with such Identity Provider who are authorized to use the Service, including, but not limited to, employees, consultants, contractors and agents of such Identity Provider.

For purposes of clarity, a Customer hereunder may use the Service in the capacity of an Identity Provider and/or a Service Provider.

2. General.

2.1 This Agreement is designed for those Customers of Ping Identity that purchase Ping Identity’s subscription model that allows Customer to use the Products for Customer’s single sign-on and other identity and access management requirements.

2.2 Provision of Service. Subject to the terms and conditions of this Agreement, including without limitation the payment of all applicable Fees (as defined below), Ping Identity shall make the Service available to Customer and its Users pursuant and subject to this Agreement and any Order Forms during the Term. Customer agrees that its purchase of the Products is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Ping Identity with respect to future functionality or features. Ping Identity may modify the Service in order to comply with applicable law, rule, or regulation.

2.3 Software License Grant. Subject to the terms and conditions of this Agreement, including without limitation the payment of all applicable Fees (as defined below), Ping Identity hereby grants Customer, during the Term, a limited, non-exclusive, non-sublicensable, non-transferable license to install the Software, in machine-readable form only, and to use the Software solely for Customer’s business use, all in accordance with this Agreement, any related Order Form (including any additional requirements and/or restrictions as set forth in such Order Form) and the applicable Documentation.

2.4 Evaluation and Developer Licenses. If Ping Identity provides Customer with a trial, evaluation or developer license to the Products (the “**Trial Products**”), Customer agrees to use the Trial Products solely for evaluation purposes, in accordance with the use guidelines and restrictions set forth in Section 3.3, for a thirty (30) day evaluation period unless a different period is otherwise agreed to in writing by Ping Identity (the “**Trial Period**”). Any use of the Trial Products during a Trial Period is limited solely to non-production use. At the end of the Trial Period, Customer’s right to use the Trial Products automatically expires and Customer agrees to uninstall the Trial Products and return to Ping Identity all copies or partial copies of the Trial Products or certify to Ping Identity in writing that all copies or partial copies of the Trial Products have been deleted from Customer’s computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of the Trial Products beyond the Trial Period, Customer may contact Ping Identity to acquire a license to, or subscription for, the Trial Products for the applicable fee.

2.5 SDK License. The terms and conditions of this paragraph apply to Customer’s use of SDKs. Customer is provided a license to the SDK solely for Customer’s internal use to develop products that enable integration with the Products. In addition to the use guidelines and restrictions set forth in Section 3.3, below, Customer may not reproduce, disclose, market or distribute the SDK or any applications containing any executable versions of the SDK to third parties or over the internet, or use such executables in excess of any restrictions that may be contained in an Order Form. The license to the SDK shall expire when Customer’s license to the underlying Products (or Trial Products) expires.

2.6 Beta Versions. If Ping Identity and Customer mutually agree in writing, Customer may receive beta, preview or other pre-release Products or features from Ping Identity (“**Beta Versions**”). Beta Versions may not have been tested or debugged and are experimental, and any documentation may be in draft form. Ping Identity may change or discontinue Beta Versions at any time without notice.

2.7 ANY TRIAL PRODUCTS, SDKS AND BETA VERSIONS ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. PING DISCLAIMS ANY AND ALL LIABILITY FOR CUSTOMER’S USE OF THE TRIAL PRODUCTS, SDKS OR BETA VERSIONS. Ping Identity does not provide support for Trial Products, SDKs or Beta Versions. Trial Products, SDKs and Beta Versions may be subject to reduced or different security, compliance and privacy commitments. The following Sections of this Agreement shall not apply to SDKs, Trial Products or Beta Versions: 3.1(a)(ii), 3.2, 7.1, 7.2, 8.1 and 9.1. PING IDENTITY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO ANY USE OF TRIAL PRODUCTS, SDKS AND/OR BETA VERSIONS SHALL NOT EXCEED \$50.00.

2.8 Delivery, Installation and Acceptance of the Software; Installation of the Service; Training Services

(a) Delivery, Installation and Acceptance of the Software. The Software will be delivered to Customer by electronic download (and may require issuance of a License Key), unless otherwise agreed to by the parties. Customer will be solely responsible for installing any Software as permitted under this Agreement unless (i) Customer purchases Installation Services as more fully described in Exhibit A, or (ii) Customer requires nonstandard services (e.g. customization services) for its installation in which case the parties shall execute a separate professional services agreement. All Software will be deemed accepted upon delivery.

(b) Installation of the Service. In the event that Customer requires any administration and/or installation services with respect to the Service, any such services and related fees shall be included in an Order Form executed by the parties and such services shall be provided by Ping Identity without the need for a separate professional services agreement unless otherwise agreed to by the parties.

(c) Training Services. Customer may purchase Ping Identity’s Training Services as more fully described in Exhibit A. Any such purchase shall be specified on an Order Form.

2.9 Order Forms. Customer and its Affiliates may place orders under this Agreement by signing Order Form(s). When an Affiliate of Customer signs an Order Form under this Agreement, the Affiliate shall be considered the Customer for purposes of such Order Form and shall be bound by the terms and conditions of this Agreement.

3. Responsibilities for Service; Support for Products; Use Guidelines; Restrictions

3.1 Responsibilities for Service.

(a) Ping Identity Responsibilities. Ping Identity shall: (i) in addition to its confidentiality obligations hereunder, not use or modify the Customer Data or disclose the Customer Data to any party (it being expressly acknowledged and understood that the Service transmits Customer Data to third parties in accordance with the intended functionality of the Service); and (ii) maintain the security and integrity of the Service and the Customer Data in accordance with Ping Identity’s internal security policy available at <https://www.pingidentity.com/en/legal/security.html> (the “Security Policy”).

(b) Customer Responsibilities. Customer is responsible for all activities that occur in any Users’ accounts and for compliance with this Agreement by any such Users. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Ping Identity promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service. Customer is solely liable and responsible for all Users’ use of the Service. If Customer is acting in the capacity as a Service Provider, Customer shall ensure that the terms of Customer’s agreement with each Identity Provider are consistent with this Agreement and at least as protective of Ping Identity as is this Agreement. If Customer becomes aware of any violation of Customer’s obligations under this Agreement by any User, Customer will immediately notify Ping Identity and work with Ping Identity to immediately terminate access of such User to the Service. Ping Identity is not obligated under the terms of this Agreement to provide any customer service or support to any User; such responsibility (if any) shall remain with Customer.

3.2 Support for Products. Ping Identity will provide those Support Services for the Products in accordance with Ping Identity’s support agreement available at <https://www.pingidentity.com/en/legal/support-policy.html> (the “Support Policy”).

3.3 Use Guidelines; Restrictions. Customer shall use the Products solely for its business purposes of (a) enabling single sign-on capabilities for its employees, partners, contractors, or consultants and/or (b) providing single sign-on capabilities for Users to access Customer’s cloud-based services, in each case in accordance with this Agreement and any related Order Form (including any additional requirements and/or restrictions as set forth in such Order Form). Customer shall obtain any necessary consents from Users for the transmission of Customer Data to third parties in connection with the Service. Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, operate as a service bureau or managed service, or otherwise commercially

exploit or make the Products available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) modify, copy, adapt, alter, translate or create derivative works of the Products; (iii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer, decompile or disassemble the Products (or otherwise attempt to derive the source code for the Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (v) knowingly take any action that would cause the Products (including a License Key) to be placed in the public domain; (vi) remove, alter, or obscure any proprietary notices of Ping Identity, its licensors or supplier included in the Products; (vii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws through the Service; (viii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; (ix) send or store Malicious Code; (x) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (xi) access the Products in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Products; or (xii) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Protected Health Information; Nonpublic Personal Information. Customer represents and warrants that it will not transmit or expose to Ping Identity any (a) protected health information (as that term is used in HIPAA), (b) nonpublic personal information (as that term is used in the Gramm-Leach-Bliley Act), (c) payment card data (as regulated by the Payment Card Industry Security Standards Council) or (d) personal information or data (as such terms are used in state breach notification laws or European Union privacy directives or other similar legislation) as a part of using the Products, in connection with any support activities, or otherwise under this Agreement.

4. Fees & Payment; Audit

4.1 Fees. Customer shall pay all fees specified in any Order Forms hereunder or as otherwise specified during the registration process (the "Fees"). Fees may include, if applicable, fees for Support Services, Installation Services, Training Services, any nonstandard installation services with respect to the Software, or any services required for administration of the Service. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein or in an Order Form, fees are based on the Products purchased and not actual usage, payment obligations are non-cancelable, and fees paid are non-refundable. In the event that Customer is purchasing a subscription based on the number of individual Users and/or connections, and Customer's actual usage exceeds the number of individual Users and/or connections purchased by Customer, overage charges shall apply and Ping Identity shall collect such charges upon expiration of the current term.

4.2 Invoicing & Payment. If available, Customer may elect to pay Fees upfront during the registration process. All other Fees (including if Customer chooses during the registration process to be invoiced) will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in an Order Form, charges are due net thirty (30) days after receipt of the invoice. Customer is responsible for maintaining complete and accurate billing and contact information.

4.3 Overdue Payments. For those payments that are invoiced, any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Ping Identity's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4 Taxes. Ping Identity's invoices shall include any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, above and beyond the Fees, excluding taxes based on Ping Identity's net income or property, unless Customer provides Ping Identity with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, all prices set forth on an Order Form are exclusive of Taxes.

4.5 Suspension of Service. Ping Identity reserves the right to suspend the Service provided to Customer if: (a) Customer is delinquent on any payment obligations for more than thirty (30) days; (b) Ping Identity reasonably believes that suspension of the Service is necessary to comply with the law or requests of governmental entities; (c) Ping Identity determines that Customer's use of the Service in violation of this Agreement, or the transmission of any Customer Data, poses any security or vulnerability risk to Ping Identity or the Service; or (d) Customer's use of the Service in violation of this Agreement may subject Ping Identity or any third party to any liability to a third party. If Ping Identity suspends Customer's right to access or use any portion or all of the Service, Customer remains responsible for all fees and charges Customer has incurred through the date of suspension, and during such suspension if suspended pursuant to clause (a), (c) or (d) above. Ping Identity's right to suspend Customer's or any User's right to access or use the Service is in addition to Ping Identity's right to terminate this Agreement under Section 10.2.

4.6 Audit of Software Usage. Ping Identity will have the right, upon reasonable prior written notice to Customer, at a mutually agreeable time, and no more than once in any twelve (12) month period, to have an independent audit firm selected by Ping Identity

audit Customer's equipment on which the Software is installed, and all related back-up files, to verify compliance with this Agreement. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with Customer's normal operations. The audit will be conducted at Ping Identity's expense, unless the audit reveals that Customer has failed to pay Fees consistent with its use of the Software, in which case Customer will reimburse Ping Identity for all reasonable costs and expenses incurred by Ping Identity in connection with such audit, together with any applicable Fees.

5. Confidentiality.

5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed or made available to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Products, business and marketing plans, technology and technical information, financial results and information, product designs, product roadmaps, results of penetration testing, security reports or audits and business processes. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

5.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

5.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. Proprietary Rights.

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Ping Identity reserves all rights, title and interest in and to the Products (and any enhancements, modifications, or derivative works thereof), including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Customer Data. As between Ping Identity and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data (except for any such data owned by any Identity Provider). Customer Data is deemed Confidential Information under this Agreement.

6.3 Suggestions. Ping Identity shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Products any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Products.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Ping Identity represents and warrants that it will provide the Products in a manner consistent with general industry standards reasonably applicable to the provision thereof.

7.2 Performance Warranty for Software. For a period of ninety (90) days after the date of delivery of the Software by electronic download (the "**Warranty Period**"), Ping Identity warrants that the Software, when used as permitted by Ping Identity and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. Ping Identity

will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to (a) correct any reproducible error that Customer reports to Ping Identity in writing during the Warranty Period, or (b) replace the defective Software. In the event that Ping Identity, in its sole discretion, may not achieve either (a) or (b) as a remedy for breach of this warranty, Ping Identity agrees to accept return of the Software, terminate this Agreement and refund Customer all unused, prepaid fees with respect to the defective Software. Any such error correction provided to Customer under (a) will not extend the original Warranty Period.

7.3 Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS AND PING IDENTITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. PING IDENTITY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION AND RESULTS OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS IS ASSUMED BY CUSTOMER. FURTHERMORE, PING IDENTITY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS OR RELATED DOCUMENTATION IN TERMS OF CORRECTNESS OR ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PING IDENTITY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

8. Indemnification.

8.1 Indemnification by Ping Identity. Subject to the terms of the Agreement, Ping Identity will defend at its own expense any action against Customer brought by a third party alleging that the Products, in each case, as delivered, infringe any U.S. patents or any copyrights or misappropriate any trade secrets, in each case, of a third party, and Ping Identity will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying Ping Identity promptly in writing of such action; (b) giving Ping Identity sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Ping Identity's request and expense, assisting in such defense. If the Products become, or in Ping Identity's opinion are likely to become, the subject of an infringement claim, Ping Identity may, at its option and expense, either: (i) procure for Customer the right to continue using the Products; (ii) replace or modify the Products so that they become non-infringing; or (iii) terminate this Agreement and refund Customer any unused, prepaid fees for the infringing Products covering the remainder of the subscription term after the date of termination. Notwithstanding the foregoing, Ping Identity will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (w) any use of the Products not in accordance with this Agreement; (x) any use of the Products in combination with products, equipment, software, or data not supplied or approved in writing by Ping Identity if such infringement would have been avoided but for the combination with other products, equipment, software or data; (y) any use of a prior release of the Software after a more current release has been made available to Customer; or (z) any modification of the Products by any person other than Ping Identity or its authorized agents or subcontractors or as approved in writing by Ping Identity. THIS SECTION 8.1 STATES PING IDENTITY'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

8.2 Indemnification by Customer. Subject to the terms of this Agreement, Customer will defend at its own expense any action against Ping Identity brought by a third party (including any User) (a) alleging that (i) the Customer Data, (ii) Ping Identity's possession or use of the Customer Data, (iii) Customer's use of the Products in violation of this Agreement, (iv) any actions by Customer referred to in clauses (w)-(z) of Section 8.1 above, or (v) Customer's provision to Ping Identity of any of the information referred to in Section 3.4 above, infringes, violates, or misappropriates the intellectual property or other rights of, or has otherwise harmed, a third party, or (b) concerning (i) a User's use of the Service, or (ii) any dispute between any User and Customer related to the Service, and Customer will pay those costs and damages finally awarded against Ping Identity in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action; provided, that Ping Identity (A) promptly gives written notice of the claim to Customer; (B) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Ping Identity of all liability); and (C) provides to Customer, at Customer's cost, all reasonable assistance.

9. Limitation of Liability.

9.1 Limitation of Liability. PING IDENTITY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE LESSER OF \$250,000 OR THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL PING IDENTITY HAVE ANY LIABILITY TO CUSTOMER (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, OR (C) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT PING IDENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues for as long as Customer is legally permitted by Ping Identity to use the Products, as evidenced by the subscription term set forth in any related Order Form (and any subsequent Order Forms) or as otherwise agreed to by Ping Identity in writing (the “**Term**”).

10.2 Termination for Cause. Either party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach of this Agreement by the other party if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Ping Identity may also terminate this Agreement for cause if any act or omission by Customer or any User results in a suspension described in Section 4.5. Upon any termination for cause by Customer, Ping Identity shall refund Customer any unused, prepaid fees covering the remainder of the subscription term after the date of termination.

10.3 Effects of Termination. Upon expiration or termination of this Agreement: (a) all rights to use the Products (including all licensed rights for the Software) granted in this Agreement will immediately cease to exist; (b) Customer must promptly discontinue all use of the Products and related Confidential Information, erase all copies of the Software and related Confidential Information from Customer’s computers whether or not modified or merged into other materials, and return to Ping Identity, or at Ping Identity’s request, destroy, all copies of the Software and related Confidential Information in Customer’s possession or control and certify in writing to Ping Identity that Customer has fully complied with these requirements; and (c) Ping Identity must promptly discontinue all use of Customer’s Confidential Information, erase all copies of the Customer’s Confidential Information from Ping Identity’s computers whether or not modified or merged into other materials, and return to Customer, or at Customer’s request, destroy, all copies of Customer’s Confidential Information in Ping Identity’s possession or control and certify in writing to Customer that Ping Identity has fully complied with these requirements.

10.4 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Ping Identity prior to the effective date of termination. If this Agreement is terminated by Ping Identity for cause, Customer shall remain responsible for any payments set forth on any outstanding Order Forms, regardless of whether such amounts have been invoiced or are payable at the time of such termination.

10.5 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 2.7, 3.3, 4, 5, 6, 7.3, 8, 9, 10 and 11.

11. General Provisions.

11.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.3 Open Source Software. Certain items of software included with the Products are subject to the “open source” or “free software” licenses (“**Open Source Software**”). Some of the Open Source Software is owned by third parties. Nothing in this document limits Customer’s rights under the terms and conditions of any applicable end user license for the Open Source Software.

11.4 Notices. All notices under this Agreement shall be in writing and shall be sent by electronic mail. Notices shall be deemed to have been given upon the second business day after sending by email. Notices to Ping Identity shall be sent to legal@pingidentity.com. Notices to Customer, unless otherwise indicated by Customer, may be sent to the individual that executed this Agreement on behalf of Customer and/or an Administrator.

11.5 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in force and effect.

11.7 Third-Party Services. The Products may be used by Customer to interface with certain third-party services and applications (“Third-Party Services”). Ping Identity makes no warranty regarding the operation or functionality of such Third-Party Services. Ping Identity does not guarantee that the Products will interoperate with any particular Third-Party Service, and Ping Identity’s support obligations set forth in Section 3.2 shall not extend to any Third-Party Services.

11.8 Assignment. Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Software) to any third party without Ping Identity’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Ping Identity shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. All provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Ping Identity and Customer.

11.9 Governing Law. The laws of the State of Colorado, United States of America (without reference or giving effect to any conflict of laws principles that would require the application of the laws of any other jurisdiction) govern this Agreement and all matters arising out of or relating to this Agreement, including, without limitation, validity, interpretation, construction, performance, and enforcement. Any dispute, action, claim or cause of action arising out of, relating to, or in connection with this Agreement or the Products shall be only brought in and is subject to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado USA. Each party waives, to the fullest extent of the law, any objection to venue in such courts, and each party hereby irrevocably submits and consents to the exclusive jurisdiction of such courts.

11.10 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software is comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualify as “commercial items” as defined in 48 C.F.R. 2.101. Both the software and documentation are provided to the Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The Government shall acquire the software and documentation with only those rights set forth in this Agreement, and any use of the software and documentation by the Government constitutes agreement by the Government that that the software are documentation are “commercial computer software” and “commercial computer software documentation” as defined in this paragraph and constitutes acceptance of the rights and restrictions herein.

11.11 Marketing and Publicity. Upon execution of this Agreement, Ping Identity may identify Customer as a customer of Ping Identity on Ping Identity’s website as well as within any written and/or electronic marketing material relating to Ping Identity’s products and/or services.

11.12 Use of Logo for Service Providers. If Customer is a Service Provider, upon execution of this Agreement, Ping Identity may list Customer’s name and accompanying logo within the Service portal in order to facilitate the linkage of third parties to Customer’s cloud-based services through the Service. Customer hereby grants Ping Identity a limited, non-exclusive license to its trademarks in order to implement the foregoing provision. Notwithstanding the foregoing, Customer may contact Ping Identity following execution of this Agreement and request that Ping Identity refrain from listing Customer on any of the materials and/or portals referenced herein.

11.13 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the final agreement between the parties, and is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous agreements (including any click-through agreement associated with the Products, other than as set forth below), proposals or representations, written or oral, concerning the subject matter contained in this Agreement, are expressly merged into and superseded by this Agreement (for purposes of clarity, in the event that Customer has executed a separate agreement with Ping Identity for any other Ping Identity product or service not contemplated herein, such agreement is not merged into or superseded by this Agreement). In the event that Ping Identity requires a separate click-through agreement to access certain features or functionality of its products that contains unique terms not addressed here, such agreements shall not be superseded by this Agreement, nor shall any click-through agreements accepted by individual Users in connection with their download of or registration for certain products, such as a mobile application to be installed on a mobile device of such User). In entering this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order

documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.14 Modifications, Amendments and Waivers. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding the foregoing sentence, Ping Identity may amend the Security Policy and Support Policy from time to time by posting such amendment(s) at the URLs listed in Sections 3.1(a) and 3.2, or alternate URLs as may be provided to Customer by Ping Identity from time to time. Customer acknowledges and agrees that Customer's continued use of the Products after the posting of such an amendment shall constitute Customer's consent to such amendment and agreement to be bound by same.

11.15 Counterparts. Any Order Forms may be executed by facsimile, PDF or other electronic means, and in counterparts, which taken together shall form one legal instrument.

Exhibit A

Ancillary Services

Installation Services

Customer may purchase Ping Identity's services related to installation and configuration of the Software. Such Installation Services shall not exceed forty (40) hours and must be used within six (6) months of the effective date of the applicable Order Form provided that such period may be extended if agreed upon by the parties in such Order Form. Examples of services that may be included in standard Installation Services include:

- Ping Identity's PingFederate software ("PingFederate") installation
- Integration Kit installation and configuration
- SAML-Ready partner enablement

Travel expenses are not included in any pricing for Installation Services set forth on an Order Form and are the responsibility of Customer.

Training Services

Customer may purchase any of the following Training Services for its employees:

- Introduction to Federation
 - This course discusses the benefits of a Federated Identity Management system, explains common terminology, provides an overview of SAML, the Security Assertion Markup Language used as a standard protocol for transferring identity information and important considerations in setting up a federated system. PingFederate is introduced as a federation solution.
- PingFederate Installation and Configuration
 - This course will guide Customer through the process of installing PingFederate, setting up and configuring Customer's servers and adapters and creating a connection using a sample application.
- PingFederate Integration Kits
 - This course will give an overview of the integration kits available as well as detail as to how an integration kit is implemented.
- PingFederate Deployment Options and Troubleshooting
 - This session will discuss deployment options and details of configuring a clustered environment. In addition, this course will discuss logs and tools available to identify and fix error conditions that may arise.

All stand-alone classes may be purchased as a single course. Travel expenses are not included in any pricing for Training Services set forth on an Order Form and are the responsibility of Customer. Ping Identity reserves the right to update and/or modify its list of available Training Services at any time without notice to Customer.