

## APPENDIX D TO DIR CONTRACT NO. DIR-TSO-4321

### SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is entered into by and between BigID Inc., a Delaware corporation having its principal place of business at 110 Fifth Avenue, 5<sup>th</sup> Floor, New York, NY 10011 (“**BigID**”) and [NAME OF LICENSEE], a [LICENSEE JURISDICTION OF ORGANIZATION] [ENTITY TYPE] having its principal place of business at [LICENSEE BUSINESS ADDRESS] (“**Licensee**”, together with BigID, the “**Parties**”, and each, a “**Party**”).

WHEREAS, BigID is the entire legal and beneficial owner of the Licensed Software, and desires to license the Licensed Software to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Licensed Software for its internal business purposes, subject to the terms and conditions of DIR Contract No. DIR-TSO-4321 and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions of DIR Contract No. DIR-TSO-4321 and set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms have the meanings set forth or referred to in this Section 1:

1.1 “**Documentation**” means the applicable specifications and user documentation accompanying the Licensed Software that BigID provides or makes available to Licensee.

1.2 “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.3 “**Licensed Software**” means an executable version of BigID’s proprietary software as more fully described in **Schedule A**, together with any Maintenance Releases provided to Licensee pursuant to this Agreement.

1.4 “**Loss**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including costs of enforcing any right to indemnification hereunder.

1.5 “**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Licensed Software that BigID may provide from time to time during the Term to licensees of the Licensed Software subscribed to receive Support Services from BigID, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Licensed Software.

1.6 “**Minimum System Requirements**” means those system requirements of Licensee’s computer systems or network set forth in **Schedule D** attached hereto.

1.7 “**Permitted Use**” means use of the Licensed Software by a User to discover and analyze personally identifiable information in Licensee’s information technology systems.

1.8 “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.9 “**Representatives**” means, with respect to a Party, that Party’s and its Affiliates’ employees, officers and directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors.

1.10 “**Support Services**” means the support services as described in **Schedule B** attached hereto.

1.11 “**User**” means each of the individuals authorized to use the Licensed Software pursuant to Section 2 and the other terms and conditions of DIR Contract No. DIR-TSO-4321 and this Agreement. Access to the Licensed Software may be restricted to the Licensee or its permitted Users through use of a license key provided by BigID.

2. License.

2.1 License Grant. Subject to the terms and conditions of DIR Contract No. DIR-TSO-4321 and this Agreement, BigID hereby grants to Licensee a non-exclusive, non-sublicensable and non-transferable, limited license to use the Licensed Software and Documentation solely for the Permitted Use during the Term.

2.2 Scope of Licensed Access and Use. Licensee may install, use and run the Licensed Software as set forth in **Schedule A**. Licensee may make one copy of the Licensed Software solely for testing, disaster recovery or archival purposes. Any copy of the Licensed Software made by Licensee: (a) will remain the exclusive property of BigID; (b) be subject to the terms and conditions of DIR Contract No. DIR-TSO-4321 and this Agreement; and (c) shall include all copyright or other Intellectual Property Rights notices contained in the original.

2.3 Open Source Licenses. The Licensed Software includes certain open source components, a listing of which is attached hereto as **Schedule E**. Licensee’s use of the Licensed Software is subject to the terms of DIR Contract No. DIR-TSO-4321 and the applicable open source licenses. The inclusion of such components will not expose Licensee’s data or systems to open source licensing requirements or restrictions.

3. Use Restrictions. Except as this Agreement expressly permits, and subject to Section 2.3 with respect to any open source components, Licensee may not, and may not permit any other Person to:

3.1 copy the Licensed Software, in whole or in part;

3.2 modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Licensed Software;

3.3 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

3.4 reverse engineer, disassemble, decompile, decode or adapt the Licensed Software, or otherwise attempt to derive or gain access to the source code of the Licensed Software, in whole or in part;

3.5 bypass or breach any security device or protection used for or contained in the Licensed Software or Documentation;

3.6 remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Licensed Software or Documentation;

3.7 use the Licensed Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law;

3.8 use the Licensed Software for purposes of: (a) benchmarking or competitive analysis of the Licensed Software; or (b) developing, using or providing a competing software product or service; or

3.9 use the Licensed Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Licensed Software could lead to personal injury or severe physical or property damage.

4. Delivery. BigID will deliver the Licensed Software electronically to Licensee as a virtual appliance or self-configuring docker installation for datacenters.

5. Maintenance Releases. During the Term, provided that Licensee is subscribed to receive Support from BigID, BigID will provide Licensee with all Maintenance Releases that BigID may, in its sole discretion, make generally available to its customers at no additional charge. All Maintenance Releases shall be deemed Licensed Software, subject to all applicable terms and conditions of DIR Contract No. DIR-TSO-4321 and in this Agreement. Licensee will install all Maintenance Releases as soon as practicable after receipt.

6. Support Services and Additional Services.

6.1 Services. BigID will provide Licensee with Support Services and any other Additional Services described in **Schedule B** (“**Additional Services**”). The Support Services will be provided:

(a) At no additional charge during the Warranty Period, it being acknowledged and agreed that the Fees includes full consideration for such Support Services during such period.

(b) Thereafter, for so long as the Licensee elects to receive Support Services for the Licensed Software, in consideration of Licensee’s payment of Support Services fees set forth in **Schedule B**.

6.2 Payment. If Licensee receives Additional Services, Licensee agrees to pay the amounts set out in **Schedule C**.

6.3 Licensee Data. If Licensee receives Additional Services, and Licensee provides BigID with access to any data or other materials in connection with those Additional Services, then Licensee hereby grants to BigID a limited, non-exclusive, non-transferable license to access, use and reproduce such data or other materials (“**Licensee Data**”) solely for the purpose of performing the Additional Services, provided however that under no circumstances shall such Licensee Data include or contain any personally identifiable information of any kind.

7. Confidentiality.

7.1 Confidential Information. To the extent allowable under the Texas Public Information Act, in connection with this Agreement each Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”) Confidential Information. Subject to Section 7.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party identifies at the time of disclosure as confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, and customers. Without limiting the foregoing, the Licensed Software and Documentation are the Confidential Information of BigID and the Licensee Data is the Confidential Information of Licensee.

7.2 Exclusions and Exceptions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party will:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) To the extent allowed under the Texas Public Information Act: not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 7; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7;.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 7.

7.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 7.3. If the Disclosing Party waives compliance or, after providing the notice required under this Section 7.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party may disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7.5 Feedback. BigID shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Licensed Software any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by or on behalf of Licensee, solely as such information relates to the Licensed Software, and expressly excluding any Licensee Confidential Information.

## 8. Fees and Payment.

8.1 License Fees. In consideration of the rights granted to Licensee under this Agreement, Licensee will pay to BigID the license fees set forth in **Schedule C ("Fees")** and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-4321 and in accordance with that schedule and the terms of this Section 8. If the Term is renewed for any Renewal Term(s) pursuant to Section 12.2, Licensee will pay the then-current standard license fees that Licensee charges for the Licensed Software during the applicable Renewal Term.

8.2 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-4321.

8.3 Payment. Licensee will pay all undisputed (provided that any dispute is made in good-faith, in writing, and prior to the applicable due date) amounts due and owing under this Agreement in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4321. Licensee shall make all payments hereunder in US dollars to the address or account specified in **Schedule C**.

9. Security Measures. The Licensed Software may contain technological measures designed to prevent unauthorized or illegal use of the Licensed Software. Licensee acknowledges and agrees that: (a) BigID may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce BigID's rights, including all Intellectual Property Rights, in and to the Licensed Software; (b) BigID may deny any individual access to and/or use of the Licensed Software on written notice to Licensee if BigID, in its sole discretion, believes that person's use of the Licensed Software would violate any provision of this Agreement; and (c) BigID and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information that BigID may gather periodically to improve the performance of the Licensed Software or develop Maintenance Releases. If any term is found to be in conflict with DIR Contract No. DIR-TSO-4321, DIR Contract No. DIR-TSO-4321 shall prevail.

## 10. Audits.

10.1 Audit Procedure. BigID or its nominee (including its accountants and auditors) may, on reasonable request, inspect and audit Licensee's use of the Licensed Software under this Agreement at any time during the Term and for one year following the termination or earlier expiration of this Agreement. All such audits will be conducted during regular business hours, and no more frequently than once a year, in a manner that does not unreasonably interfere with Licensee's business operations, and subject to Licensee's privacy/confidentiality/security requirements. Licensee shall make available access to such books, records, equipment, information and personnel, and provide such cooperation, as may reasonably be requested by or on behalf of BigID with respect to such audit. BigID will only examine information directly related to Licensee's use of the Licensed Software and compliance with this Agreement.

10.2 Cost and Results of Audit. If the audit determines that Licensee's use of the Licensed Software exceeded the usage permitted by this Agreement, and Licensee does not dispute the audit's determination, Licensee shall pay to BigID all amounts due for such excess use of the Licensed Software

11. Intellectual Property Rights.

11.1 Intellectual Property Ownership. Intellectual Property shall be handled in accordance with Appendix A, Section 5 of DIR Contract No. DIR-TSO-4321.

12. Term and Termination.

12.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and will continue in effect for the Initial Term indicated in **Schedule A** unless terminated earlier pursuant to Appendix A, Section 11B of DIR Contract No. DIR-TSO-4321.

12.2 Renewal Term. If a Renewal Term is specified in **Schedule A**, upon the expiration of the Initial Term or a subsequent Renewal Term, this Agreement may be renewed by Customer providing Vendor thirty days written notice prior to the then expiration date.

12.3 Termination. Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4321.

12.4 Effect of Termination or Expiration. Subject to Section 12.5 below, on the expiration or earlier termination of this Agreement (unless due to BigID's breach or default):

(a) all rights, licenses and authorizations granted to Licensee hereunder will immediately terminate and Licensee shall:

(i) immediately cease use of the Licensed Software and Documentation;

(ii) subject to record retention policies and laws, within fifteen (15) days deliver to BigID, or permanently erase from all devices and systems Licensee directly controls, the Licensed Software, the Documentation and BigID's Confidential Information;

(iii) certify to BigID in a signed written instrument that it has complied with the requirements of this Section 12.4; and

(b) all amounts payable by Licensee to BigID of any kind under this Agreement are immediately payable.

12.5 Surviving Terms. Any right, obligation or provision under this Agreement that, by its nature or give effect to its meaning or purpose, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

13. Representations and Warranties.

13.1 Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

13.2 Limited Warranty. Subject to the limitations and conditions set forth in Section 13.3 and Section 13.4, BigID warrants to Licensee that for a period of ninety (90) days beginning on the date of the first installation of the Licensed Software in accordance with the Minimum System Requirements but in no event extending beyond one hundred twenty (120) days from delivery of the Licensed Software (the “**Warranty Period**”):

(a) the Licensed Software will conform to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Minimum System Requirements and the terms and conditions of this Agreement; and

(b) no Maintenance Release, when correctly installed by Licensee in accordance with the Documentation and this Agreement, will have a material adverse effect on the functionality of the Licensed Software.

13.3 Licensee Requirements. The limited warranties set forth in Section 13.2 apply only if Licensee: (a) notifies BigID in writing of the warranty breach before the expiration of the Warranty Period; and (b) has promptly installed all Maintenance Releases to the Licensed Software that BigID previously made available to Licensee.

13.4 Exceptions. Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 13.2 does not apply to problems arising out of or relating to:

(a) Licensed Software, or the media on which it is provided, that is modified or damaged by Licensee or its Representatives;

(b) any operation or use of, or other activity relating to, the Licensed Software other than as specified in the Documentation, including any incorporation in the Licensed Software of, or combination, operation or use of the Licensed Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Licensee’s use in the Documentation, unless otherwise expressly permitted by BigID in writing;

(c) Licensee’s or any third party’s negligence, abuse, misapplication or misuse of the Licensed Software, including any use of the Licensed Software other than as specified in the Documentation or expressly authorized by BigID in writing;

(d) repairs, alterations, and/or modifications which are performed by other than BigID or its Representatives, without BigID’s written authorization;

(e) Licensee’s failure to promptly install all Maintenance Releases that BigID has previously made available to Licensee;

(f) the operation of, or access to, Licensee’s or a third party’s system or network, including configuration changes to, improper maintenance by Licensee of or malfunction of its computer systems or networks or failure to maintain the Minimum System Requirements;

13.5 Remedial Efforts. If BigID breaches, the limited warranty set forth in Section 13.2, BigID will, at its option, either: (a) repair the Licensed Software; (b) replace the Licensed Software with functionally equivalent software (which software will, on its replacement of the Licensed Software, constitute Licensed Software hereunder).

13.6 Right to Terminate for Cause. If BigID does not cure a warranty breach as provided in Section 13.5 within ten (10) days after BigID’s receipt of written notice of such breach, Licensee will have the right to hold BigID in default terminate this Agreement for Cause as provided in Section 12.3(a).

13.7 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 13.2, ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY BIGID ARE PROVIDED

“AS IS.” BIGID HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NEITHER BIGID NOR ITS SUPPLIERS WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS IN THE LICENSED SOFTWARE WILL BE CORRECTED. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

14. Indemnification.

14.1 Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-4321.

15. Limitations of Liability.

15.1 LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-4321.

16. Export Regulation. Licensee will not itself, or permit any other Person to, export, re-export or release, directly or indirectly the Licensed Software to any country, jurisdiction or Person to which the export, re-export or release of the Licensed Software: (a) is prohibited by applicable law; or (b) without first completing all required undertakings (including obtaining any necessary export license or other governmental approval).

17. Force Majeure.

17.1 Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-4321.

18. Miscellaneous.

18.1 Further Assurances. On a Party’s reasonable request, the other Party will, at the requesting Party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

18.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

18.3 Public Announcements. Neither Party will issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party’s trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which will not be unreasonably delayed or withheld, provided.

18.4 Notices. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-4321. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation

against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

18.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

18.6 Entire Agreement. DIR Contract No. DIR-TSO-4321 and this Agreement, together with all attached schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference. If any term is found to be in conflict with DIR Contract No. DIR-TSO-4321, DIR Contract No. DIR-TSO-4321 shall prevail.

18.7 Left Blank intentionally

18.8 Assignment. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-4321.

18.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18.10 Amendment and Modification; Waiver. No amendment to or modification or waiver of this Agreement is effective unless it is in a physical writing and manually signed by an authorized representative of each Party (e.g., no e-mail correspondence or other form of electronic contracting shall serve to amend, modify or waive any portion of this Agreement), provided that signatures delivered: (i) by facsimile; (ii) by scanned and e-mailed .PDF format (or equivalent) file; and (iii) through a nationally or internationally recognized digital transaction management service (e.g., DocuSign), shall be deemed a manually executed physical writing. No other course of conduct shall operate to waive, amend or modify this Agreement. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18.11 Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable, the further conditions of this Agreement will remain fully effective and the Parties will be bound by obligations which approximate, as closely as possible, the effect of the provision found invalid or unenforceable, without being themselves invalid or unenforceable.

18.12 Governing Law and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the state courts in Travis County, Texas.

18.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BIGID INC.

By

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

[LICENSEE NAME]

By

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

## SCHEDULE A

### License Terms

1. **Licensed Software:** BigID scans primary and secondary data sources to provide organizations visibility into their customer identity data, associated risk and usage activity. The solution delivers organizations a privacy and data protection command console for monitoring and analyzing privacy. BigID is a big data analytics solution built on a modern micro services architecture that can be easily deployed anywhere from the public cloud or inside an organization's data center. Licensed Software features, supported platforms, and limitations are as specified and updated from time to time in the Documentation.

2. **Data Source Definition:** The BigID license will cover all of the current BigID identity data discovery, analysis and governance software components and standard maintenance for a period of one (1) year. The license will be priced based on the number of logical data source elements monitored inside the BigID UI. A data source element can range from a data store to a data schema. BigID allows organizations to divide a data store into any number of logical data source elements based on business, data and operation segmentations. There are no restrictions on the number of BigID users or administrators. Standard roadmap enhancements to current BigID offering will be included with the license.

3. **Initial Term:** 12 months from Start Date set forth in **Schedule C**.

4. **License Parameters:**

a. **Included:**

- (i) Full feature access (discovery, data mapping, lineage, etc.).
- (ii) Full API access.
- (iii) Access to all existing data connectors and connector SDK.
- (iv) Standard maintenance including access to all bug fixes and new roadmap features generally released in by BigID.
- (v) Standard phone and engineering support.
- (vi) Unlimited sandbox test environment included for test, education and training purposes.

b. **Exclusions:**

- (i) On-site services beyond training described above. Additional on-site services are available as an option below.
- (ii) Any custom enhancements not on standard roadmap. This can be negotiated on a time and materials basis.

c. **Limits and Definitions:**

License will be based on number of logical data sources defined in the Licensed Software.

d. **Usage Metrics:**

The number of logical data source elements or objects managed by Licensee will be defined by the number of "Data Sources" visible in the BigID Dashboard UI Screen.

**5. License Costs and Options (Cost will be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-4321):**

a. Standard BigID Data Source Based Pricing Model:

<b>Logical Data Sources</b>	<b>Annual Enterprise Subscription*</b>
<b>&lt; 50</b>	<b>\$75,000</b>
<b>51 to 150</b>	<b>\$150,000</b>
<b>151 to 400</b>	<b>\$300,000</b>
<b>401 to 1,200</b>	<b>\$600,000</b>
<b>1,201 to 2,400</b>	<b>\$900,000</b>
<b>2,401 to 4,000</b>	<b>\$1,200,000</b>
<b>&gt; 4,001</b>	<b>\$1,500,000</b>

\*Standard pricing; subject to change.

b. Standard Discounts:

- (i) 6% for every additional committed year of contract beyond year 1
- (ii) 6% for every additional committed year of pre-pay beyond year 1

**SCHEDULE B**

Services

**Support Services:**

1. Definitions.
  - 1.1. “**Error**” means a bug, defect, or error in the Licensed Software that causes the material non-conformance in the performance and operation of the License Software as set forth in the Documentation.
  - 1.2. “**Severity Level**” or “**SL**” means the classification of an Error based on the definitions set forth in Table 1 below.
  - 1.3. “**Work-Around**” means a temporary code fix or an effective alternative way of achieving the desired results until a permanent fix can be provided.
2. Support. BigID shall provide Support Services together with all Maintenance Releases in accordance with the terms of this Schedule B and the Agreement. Support Services shall include:
  - 2.1. **Time and Method. SL1 - SL4 Support Hours.** 8:00 am to 8:00 pm (Pacific time) Monday-Friday (excluding US holidays recognized by BigID) online and phone support for SL3 and SL4 technical issues relating to the use of the Licensed Software (including Errors or problems and assistance understanding specific features). E-mail: [Support@bigid.com](mailto:Support@bigid.com); Phone: (917) 765-5958.
  - 2.2. **Severity Level Definitions.** Licensee, at the time it reports an Error to BigID, shall in good faith designate the Severity Level for such Error, using the definitions set forth in Table 1 below. BigID will not to modify such designation without Licensee’s prior written consent; provided, however, that if an issue is determined that the root cause of an incident is outside the Software or BigID control, then BigID may modify the designation of such incident; provided further, that BigID shall notify Licensee before modifying the designation. For issues where root cause is proven to not be a related to the Licensed Software, the resolution times shall not apply to that specific issue.
  - 2.3. **Response and Work-Around Times.** The Support Standards are described in Table 2 below for the corresponding Severity Level. Response time shall be measured from the moment an Error is discovered by or reported to BigID and BigID’s meaningful acknowledgement of the Error. Work-Around Time shall be measured from the moment an Error is discovered by or reported to BigID and BigID delivers the Work-Around to Licensee.
  - 2.4. **Escalations.** In the event of an emergency support incident, a SL1 or SL2 Error is not progressing toward resolution within the time frames below or other exceptional circumstances, then the Licensee may escalate a support incident or query to the following individuals:

S1	S2
George Chedzhemov <a href="mailto:gchedzhemov@bigid.com">gchedzhemov@bigid.com</a> +1 (917) 923-3395	George Chedzhemov <a href="mailto:gchedzhemov@bigid.com">gchedzhemov@bigid.com</a> +1 (917) 923-3395
Eyal Sacharov <a href="mailto:esacharov@bigid.com">esacharov@bigid.com</a> +972 54-2131111	Eyal Sacharov <a href="mailto:esacharov@bigid.com">esacharov@bigid.com</a> +972 54-2131111
Nimrod Vax <a href="mailto:nvax@bigid.com">nvax@bigid.com</a> +972-54-6201497	Nimrod Vax <a href="mailto:nvax@bigid.com">nvax@bigid.com</a> +972-54-6201497

**Table 1 - Severity Level Definitions**

Severity Level	Definition
1	Urgency and impact is high with significant to critical business impact, resulting in the Licensed Software being either down or functioning at a significantly reduced capacity.
2	Urgency is high and impact is medium OR urgency is medium and impact is high, with adverse impact on the Licensed Software or preventing normal use of the Licensed Software.
3	Urgency and impact is medium, with some business impact on the Licensed Software, resulting in some functionality loss. The Licensed Software is usable, but does not provide a function in the most convenient or expeditious manner.
4	Urgency and impact is low, with no impact on the quality, performance or functionality of Licensee's use of the Licensed Software.

**Table 2 Support Standards**

Severity Level	Response Time	Work Around Time	Updates
SL1	4 hour	1 Day	Daily
SL2	Next Day	1 Week	Weekly
SL3	Two Business Days	Next Update Cycle	As requested
SL4	Two Business Days	At BigID Discretion	As requested

**Other Optional Services:**

*Licensee has the right to purchase consulting and technical Services*

Rate: \$200/hour (minimum 1 week).

Description: Consulting and technical services for the purpose of configuration, training, or others, subject to an order form duly signed in advance by Licensee.

**SCHEDULE C**

Fees and Payment Method

Fees:

	<b>Amount</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Up to ___ Logical Data Sources		\$ _____	\$ _____	\$ _____	
<b>Yearly Totals</b>		\$ _____	\$ _____	\$ _____	\$ _____

The Fees are inclusive of Support Services and of all on-site technical requested by Licensee and/or provided by BigID during the Initial Term, as described in this Schedule.

In the event that Licensee exceeds the maximum number of Logical Data Sources licensed above (or subsequently in accordance with this paragraph), Licensee shall notify BigID, in writing. BigID shall invoice Licensee for, and Licensee shall pay (each in accordance with the terms and conditions of DIR Contract No. DIR-TSO-4321 and this Agreement) the Fees for the then-current number of Logical Data Sources, prorated to reflect the remaining portion of the then-current Initial Term or Renewal Term from the date that such maximum number was first exceeded.

*Payment and Subscription Schedule*

- Start Date: \_\_/\_\_/2017
- Initial Term: Start Date + 12 months
- Initial Invoice: Effective Date

## SCHEDULE D

### Minimum System Requirements

Minimum system requirements will be updated from time to time on the product documentation. Provided below are the current system requirements as of May 1st 2017.

#### BigID Server:

- Hardware: Physical or VM, 8 cores / vCPUs minimum
- RAM: 32 - 64 GB
- Disk Space: 200 GB free. Actual space required is dependent on volume of scanned data and Identities. SSD storage recommended.
- AWS EC2: m4.4xlarge instance recommended

*NOTE: BigID recommends 2 separate servers with similar specifications for production deployments – one for the BigID product components, and another for MongoDB (configured with 500 GB of storage, or more)*

#### Operating System:

- Red Hat Enterprise Linux 7.x, or other Linux distribution with an equivalent kernel version. (and other supported Linux distributions as detailed in the Documentation)

#### Required Software:

- Docker Engine (version 17.03.1-ce or newer):  
<https://docs.docker.com/engine/installation/linux>  
NOTE: If necessary, it is also possible to install Docker manually from binaries. Please refer to <https://docs.docker.com/engine/installation/binaries> for details.
- Docker Compose (version 1.10.0 or newer):  
<https://docs.docker.com/compose/install>
- BigID Application and DB Docker images. These software components can be obtained via Dockerhub, or downloaded as TAR file packages from BigID's S3 repository. NOTE: Please contact BigID to receive most up-to-date download link.

## SCHEDULE E

### Open Source Components



BigID-OpenSource-Components-And-Licenses