

*Date of Last Revision: March 17, 2022*

This Identity University Addendum (this “**Addendum**”) is a legal contract between you (either you as an individual or the entity or organization on whose behalf you are entering into these terms and conditions) and SailPoint Technologies, Inc. (together with its affiliates, “**SailPoint**”) for the access to and use of SailPoint’s “Identity University,” located at <https://university.sailpoint.com/> (including all content and functionality included therein, “**Identity University**”). This Addendum is subject to the terms and conditions of [SailPoint’s Community Program Terms](#), (the “**Community Program Terms**” and, together with this Addendum, the “**Terms**”), which are hereby incorporated by reference into this Addendum. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to such terms in the Community Program Terms.

The Terms are in addition to any terms or agreements (including any such terms or agreements related to software licenses, software-as-a-service subscriptions, APIs, or other connectors used by you in your capacity as a customer, evaluation or trial use of products, non-disclosure, or alliance partnerships) you have in place with SailPoint (“**Other Binding Agreements**”). Without limiting the generality of the foregoing, your use of the SailPoint Solutions is governed by the Other Binding Agreements applicable to those services. In addition, your use of SailPoint’s Website is subject to SailPoint’s [Website Terms of Use](#).

**BY ACCESSING OR USING IDENTITY UNIVERSITY, YOU HEREBY CERTIFY THAT YOU ARE EITHER AN EMPLOYEE OR AUTHORIZED REPRESENTATIVE OF A CURRENT OR PROSPECTIVE CUSTOMER OR PARTNER OF SAILPOINT. IT IS FORBIDDEN TO SHARE ANY OF THE MATERIALS ON IDENTITY UNIVERSITY WITH PARTIES OUTSIDE OF YOUR ORGANIZATION. BY ACCESSING OR USING IDENTITY UNIVERSITY, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT UNDERSTAND OR AGREE TO THE TERMS, DO NOT ACCESS OR USE IDENTITY UNIVERSITY, AND PLEASE EXIT IDENTITY UNIVERSITY NOW.**

## **1. Definitions**

**“Materials”** refers to the software, courseware, toolkits, documentation, and all other information whether tangible or intangible which are available on Identity University.

**“Services”** refers to the services provided by SailPoint in connection with the Materials, as well as any other related education or training services provided by or through SailPoint via Identity University.

## 2. Rights Granted

Upon payment for Materials and Services, and subject to your compliance with the Terms, SailPoint hereby grants you the non-exclusive, non-transferrable, non-sublicensable, limited right to use the Materials and Services solely for your personal educational benefit. Some Materials may be subject to additional license terms provided in the order.

Any Materials that Identity University provides may be used solely by the students participating in that course or class for the purpose of taking the course or class.

## 3. User Registration

The information you provide during user registration must be accurate and complete, and you agree not to register under the name of another person or otherwise impersonate any other person, including any Identity University user, moderator, public figure, or SailPoint employee.

You are responsible for maintaining the confidentiality of any user ID and password that you create (your **“ID”**) during the user registration process, and you are fully and solely responsible for all activities that occur under your ID. It is up to you to take adequate precautions with your ID and to immediately notify SailPoint of any unauthorized user of your ID.

SailPoint explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

## **4. Ordering/Registration Options**

Identity University accepts orders for Materials and student registrations for Services (including Instructor-Led Training (“ILT”) Services, Virtual Instructor-Led Training (“VILT”) Services, and/or self-paced E-Learning Services) via the Identity University website. Orders for Subscriptions may be placed by contacting SailPoint Global Education Services.

## **5. Services Orders**

Once you place an order, the payment obligation is non-cancelable, and the sum paid is nonrefundable (except as otherwise specified in this Addendum). Identity University relies upon the accuracy of the information you provide and is unable to provide refunds or reissue invoices in connection with incorrect order submissions.

## **6. Taxes and Expenses**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law that SailPoint must pay based on the Materials and/or Services you ordered, except for taxes based on SailPoint’s income. Also, you will reimburse SailPoint for reasonable expenses related to providing the Services. Notwithstanding the preceding sentence, expenses for private/onsite classes shall be charged as described in a “Statement of Work” executed between you and SailPoint and subject to an Other Binding Agreement for professional services. Fees for Services listed in your order are exclusive of taxes and expenses.

## 7. Pricing and Quotes

You will be charged using the current pricing in effect at the time of your confirmed order placement. To obtain a quote please open a Support ticket to be put in touch with SailPoint Global Education Services.

## 8. Payment Options

You may use Identity University Training Units, or you may use Visa, MasterCard, American Express, JCB, or Discover cards to acquire Materials and Services offered in the Identity University online catalog posted on the Identity University website. If you use Identity University Training Units, you agree to the Terms and Conditions for buying and using Identity University Training Units described in Section 17 below. For convenience these may also found at [https://university.sailpoint.com/legal/tc\\_terms\\_and\\_conditions](https://university.sailpoint.com/legal/tc_terms_and_conditions) .

## 9. Third Party Payment Processing Services

All credit card payments will be made through a third-party payment service provider, Stripe, Inc. (“**Stripe**”). Stripe also uses various banks, money services businesses, payment networks, and other financial intermediaries to provide such services. Your interactions with Stripe are governed by certain terms and conditions from Stripe, including the Stripe Checkout User Services Agreement available at <https://stripe.com/us/checkout/legal> and Stripe’s privacy policy available at <https://stripe.com/us/privacy>. We recommend that you review such terms and conditions prior to completing any credit card transactions on the Identity University website. We are not responsible for any error by, or other acts or omissions of, Stripe.

# 10. Class Cancellation/Rescheduling

SailPoint may cancel or reschedule a class at its discretion, up to fourteen (14) calendar days ahead of the start date, and if it does, will use reasonable efforts to notify you in advance. You will not be charged for the SailPoint cancellation or rescheduling. All registered attendees will be contacted and offered a seat in the next available class. If the attendee wishes to cancel rather than be rescheduled, any attendance fees already paid to SailPoint will be refunded without penalty.

SailPoint is not liable for travel or accommodation costs incurred by students in the event that SailPoint cancels or reschedules an event.

# 11. Student Cancellation

The following additional cancellation terms shall apply:

## Publicly Scheduled Instructor Led Training Events:

- If you cancel or reschedule your registration fifteen (15) or more calendar days before the scheduled class start date, SailPoint will assess no charge.
- If you cancel or reschedule your registration eight (8) to fourteen (14) calendar days prior to the class start date, SailPoint will assess 50% of the class fee.
- If you do not show up for the event or cancel in seven (7) or fewer calendar days prior to the class start date, SailPoint will assess 100% of the class fee.

Private/Onsite Training Events: The cancellation policy is as described in the applicable Statement of Work.

Notwithstanding anything to the contrary above, once you have downloaded Materials or accessed cloud “virtual machines” for an event, the class fee becomes fully payable and non-refundable and SailPoint will assess 100% of the class fee.

## 12. Regulatory/Export Compliance and Embargoed Nations

You acknowledge and agree that the Materials are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the “**Export Controls**”), and agree not to export or re-export, or allow the export or re-export of the Materials or any copy, portion or direct product of the foregoing in violation of the Export Controls. You hereby represent that (i) you are not an entity or person to which shipment of Materials is prohibited by the Export Controls; and (ii) you will not export, re-export or otherwise transfer the Materials to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, or (c) any person or entity to which shipment of Materials is prohibited by the Export Controls.

You may not use the Materials or Services for the benefit of any country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (“**OFAC**”) (available at [www.treas.gov/ofac](http://www.treas.gov/ofac)) or the U.S. Department of State’s Terrorist Exclusion List (available at [www.state.gov](http://www.state.gov)).

## 13. Force Majeure

SailPoint shall not be responsible for failure or delay of performance if caused by an act of war, act of terrorism, hostility, sabotage, act of God, pandemic, electrical, internet, or

telecommunication outage, government restrictions (including the denial or cancellation of any export or other license), or other event outside SailPoint's reasonable control. If such event continues for more than 90 days, either party may cancel unperformed Services or undelivered Materials upon written notice. This section does not excuse your obligation to pay for Materials or Services ordered.

## **14. Special Terms for Instructor Led Training (ILT) and Virtual Instructor Led Training (VILT) Services**

The following terms shall apply to any ILT or VILT Services provided to you by SailPoint:

- ILT and VILT Waitlists: You may join a wait list for any ILT or VILT event that is currently full. If a seat becomes available, the first wait list member in first-come, first-serve order will be automatically notified by email with a deadline to enroll. Upon receiving such an email, it is up to you to register for the class before the deadline via the Identity University online catalog posted at the Identity University website. Otherwise, you will lose your place in line and the next waitlist member will be notified.
- Virtual Instructor-Led Training (VILT): VILT is exclusively for registered students; unregistered individuals may not view a VILT at any time. Registered students must view the class from the country listed in the registration form. Unauthorized recording, copying, or transmission of VILT content is strictly prohibited. You are responsible for meeting the minimum system requirements to attend a VILT.
- International ILT Registrations: Students are responsible for ensuring they have all correct travel documentation (e.g., visas) in place prior to confirming attendance for a class.

- ILT Classroom Environment: Participants are requested to sign in 15 minutes before the start of class on the first day. Business casual attire is appropriate. Course materials are provided by Identity University. Identity University classes are conducted with a team learning methodology. Participants should come to class prepared to enhance the learning experience by discussing course topics.
  
- Student Behavior: For any ILT or VILT class, you are obligated to ensure that you (i) are appropriately qualified to participate in the class, including completing any course pre-requisites; (ii) arrive on time and in any event not later than twenty (20) minutes after its scheduled daily start time, and to attend the full daily class sessions; (iii) do not conduct yourself in an unprofessional, anti-social or disruptive manner that could reasonably be considered contrary to your employer's rules and policies. SailPoint instructors have the right in their sole discretion to exclude from a training session any person they judge to be in breach of this paragraph. Likewise the class instructor has the sole discretion to mark you as having been present for the entire class, or not.
  
- Minimum System Requirements: You, the student are responsible to provide a laptop or equivalent device that meets the minimum system requirements for the ILT or VILT course. The device must have the minimum hardware and software pre-installed and ready for use before the first day of class.
  
- Confirmation Process: Enrollments for ILT or VILT events are not confirmed until complete payment is received. SailPoint will send you an Enrollment Confirmation email once your enrollment is confirmed.
  
- Private Training: Except as otherwise agreed by SailPoint in writing, attendance at any private instructor-led classes is restricted to employees and staff of your organization.

## **15. Special Terms for Exams, E-Learning Services and Subscriptions**



The following terms shall apply to any Exams, E-Learning Services or Subscriptions provided to you by SailPoint:

- Minimum System Requirements: You are responsible for meeting the minimum system requirements to order Exams, E-Learning Services or Subscriptions.
- Payment: Exams, E-Learning Services and Subscription orders are non-cancelable and non-refundable.
- Use of Downloaded Programs: In the event that any SailPoint programs are made available for download as part of these Services, then use of such programs is subject to the Terms or, if applicable, an Other Binding Agreement.

- Term:

Identity University Exam enrollments and self-paced E-Learning course materials are made available for a ninety (90) day term from the effective date of your order; unauthorized individuals may not view Identity University Exams or E-Learning content at any time.

Identity University Subscriptions are made available for specific terms, such as three hundred sixty-five (365) days, to named learners. Named learners on a Subscription may not be changed for any reason. Unauthorized individuals may not view Subscription content at any time.

- Viewing Restrictions: Identity University Exams, E-Learning and Subscriptions must be viewed from the country of purchase, unless previously authorized by SailPoint. Unauthorized recording, copying, transmission or other distribution of Identity University Exams, E-Learning or Subscription content is strictly prohibited. Identity University may update, remove or modify certain E-Learning Services course materials, Subscriptions or Exams from time to time at its discretion.

## **16. Student Satisfaction**

In the event a student has completed a publicly available, open enrollment ILT class (not a private onsite class) and has been present for all of the offering, but is not, in his/her reasonable opinion, satisfied with the class, then the student must notify SailPoint by opening a support ticket within 30 business days following completion of the class. SailPoint, at its sole discretion, may then permit the student to retake the same version of the same class title (or at the student's option, the equivalent class provided online, if available) once more for free within 6 months following SailPoint's receipt of the notification (or if it is not available during such 6 month period, as soon as the class is available thereafter). The Student Satisfaction program does not apply: (i) to the retaken class; (ii) to self-paced E-Learning courses or to subscriptions; (iii) if the student is not able to satisfy the above criteria for reasons beyond SailPoint's reasonable control; or (iv) if the student has been excluded from training by the instructor invoking the above Student Behavior policy. SailPoint is not responsible for any applicable taxes, transportation costs, lodging costs or other expenses or costs related to the retaken class. This is the sole remedy and SailPoint's exclusive liability in the event that a student is not satisfied with the class.

## 17. Identity University Training Units Terms and Conditions of Use

Training Units<sup>1</sup> may be used to acquire training services offered by SailPoint's Identity University through its online catalog provided at <https://university.sailpoint.com> , and are strictly intended as an alternate payment method to a credit card at the electronic checkout provided by <https://university.sailpoint.com> . When purchasing an item from the catalog using Training Units, there must be a sufficient Training Unit account balance available to cover the full and final cost at checkout. Training Units may not be used to pay for additional Training Units. Training Units may be used to pay for private training delivered via a statement of work but may not be used to pay for non-training expenses such as travel, printing, implementation, or expert professional services.

Training Units are valid for a period of 12 months from the date of purchase. Training Units purchased as part of an Other Binding Agreement co-terminate with the expiration date on the Other Binding Agreement used for purchase or after the term of 12 months, whichever is sooner. However, they are purchased, Training Units are not subject to sales taxes, VAT, etc. Training Units are non-refundable, non-transferable, and non-

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<sup>1</sup> Also called Training Credits. The two terms are synonymous.

assignable. Training Units may be suspended if you are on a credit hold with SailPoint. A minimum of \$100 USD is required for any Training Unit purchase.

It is your company's responsibility to officially designate at least one employee of your company to monitor the use of the Training Units that your company has purchased.

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