

**CIRRUS IDENTITY
MAIN TERMS AND CONDITIONS**

These Main Terms and Conditions (the "Main Terms and Conditions"), dated as of [], are by and between [] ("Customer"), a [] [corporation], with offices at [], and **Cirrus Identity Inc.** ("Cirrus"), a Delaware corporation, with offices at 4031 Brighton Avenue, Oakland, CA 94602 (each a "Party," and collectively the "Parties").

Cirrus is a software as a service provider that offers and supports a variety of identity and access management services via subscription. Cirrus also provides software development and integration services in support of specific customer needs as defined in an Order Form.

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Order Forms

- 1.1. Order Forms.** Customer may order services or work product from time to time pursuant to an order form (each, an "Order Form"). Order Forms may be executed on paper, by click-through online agreement, or by such other method as Cirrus may make available from time to time. Each such Order Form shall be incorporated into these Main Terms and Conditions, and together they shall constitute a single legally binding agreement. The Order Forms, together with these Main Terms and Conditions, are collectively referred to as the "Agreement." Capitalized terms used but not defined in an Order Form shall have the meanings set forth in these Main Terms and Conditions.
- 1.2. Services and Deliverables.** Cirrus shall provide to Customer the services ("Services") (if any) and deliver the work product (the "Deliverables") (if any) identified in the applicable Order Form on the terms and conditions set forth in this Agreement. Cirrus's obligation to continue delivery of the Services and the Deliverables is conditioned upon Customer's compliance with the terms and conditions contained in this Agreement.

2. Intellectual Property

2.1. Cirrus Identity Services and Deliverables

- 2.1.1. Reservation of Rights.** Except as expressly set forth in this Agreement and subject to the license terms of any Cirrus Identity Open Source Software (defined below) incorporated into the Services and Deliverables, Cirrus alone shall own all right, title and interest, including all related intellectual property rights, in and or related to the Services, the Deliverables, the software and source code used by the Services and Deliverables, and the Documentation. "Documentation" means, collectively, the online user guides, training materials and service descriptions for the Services available at <http://cirrusidentity.com/>, as they may be amended from time to time. This Agreement is not a sale and does not convey to the Customer any rights of ownership in or related to the Services, Deliverables, the software and source code used by the Services and Deliverables, or the Documentation.
- 2.1.2. License by Cirrus Identity to Customer.** During the term of the applicable Order Form, Cirrus grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access the applicable Services as specified in the applicable Order Form and use the Deliverables solely for the Customer's own purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Cirrus.
- 2.1.3. Licensing.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the

Services or Deliverables in any way; (ii) modify, alter or make derivative works or adaptations based upon the Services or Deliverables; (iii) “frame” or “mirror” any Services or Deliverables on any other server or wireless or Internet-based device; (iv) reverse engineer or disassemble the Services or Deliverables; (v) access the Services or Deliverables in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services or Deliverables, or (c) copy any ideas, features, functions or graphics of the Services or Deliverables; or (vi) directly or indirectly exceed any limitations on the use or access to the Services specified in the applicable Order Form, or otherwise use the Services or Deliverables in any manner that could damage, disable, overburden, place an unreasonable load on, interfere with the proper working order of, or impair, Cirrus’s Services, its computer systems or networks.

2.1.4. Proprietary Rights. Except as specifically authorized by Cirrus in writing, Customer shall not alter, change or remove from the Services or Deliverables any trademark, other proprietary mark or proprietary rights notice. Customer grants Cirrus a limited non-exclusive, non-transferable license to display the Customer name, logo and any other trademarks, trade names and/or service marks solely to the extent necessary to provide the Services.

2.2. Cirrus Identity Open Source Software

2.2.1. IP Framework. Cirrus, at its own discretion, may choose at its sole discretion to release any code it develops under an open source license and make that code available to the public (any code so released under open source license, the “Cirrus Identity Open Source Software”). Cirrus offers no guarantee that such Cirrus Identity Open Source Software will be supported, nor does it offer any warranties related to this code.

2.2.2. Use of Cirrus Identity Open Source Software. Customer may use, modify, enhance, import, and distribute Cirrus Identity Open Source Software in compliance with the applicable open source license, and as long as all modifications, enhancements, and derivative works are published and open source licensed pursuant to the same open source software licenses under which such Cirrus Identity Open Source Software was published by Cirrus. Cirrus shall have the exclusive right to manage contributions to the core code base of the Cirrus Identity Open Source Software. Cirrus may, but shall not be required to, incorporate any modifications made by Customer to the Cirrus Identity Open Source Software and/or the Services. In addition, Cirrus may choose to incorporate any suggestions, ideas, enhancement requests, feedback and recommendations (“Suggestions”) provided by Customer into the Cirrus Identity Open Source Software and/or the Services. Customer provides a worldwide, perpetual, irrevocable, royalty-free, assignable, sublicensable, transferable license to use and incorporate such Suggestions. If Cirrus chooses to incorporate any such Suggestions, Customer shall not be entitled to any compensation, royalties or other concessions from Cirrus.

3. Data Management

3.1. Cirrus Data Management Policies. Cirrus's data storage, management and retention policies for Customer data are described in its privacy policy, publicly posted and maintained at <http://www.cirrusidentity.com/privacy-policy> (as it may be amended from time to time, the “Privacy Policy”), including all provisions for handling, protecting, and disposing of personally identifiable information. During the term of this Agreement, Cirrus agrees to abide by the terms of its Privacy Policy. In the event that Cirrus proposes to make any material amendment to the Privacy Policy, Cirrus will give Customer not less than thirty (30) days notice prior to the effective date of such amendment. All other amendments to the Privacy Policy shall be effective upon publication to the URL above.

- 3.2. Customer Data Obligations.** Customer agrees to comply with applicable data privacy and protection laws (including without limitation, if applicable, the EU-US Privacy Shield framework) before supplying any data to Cirrus by or on behalf any third person, including its employees, customers, or end users (collectively, "User Data"). By supplying any such User Data to Cirrus, Customer represents that such User Data has been gathered and shared with the consent of the applicable person(s) (if any) and in compliance with Customer's privacy policies, contractual obligations and applicable law. Cirrus will not use, retain, or disclose User Data made available to Cirrus in the course of providing Services, except as reasonably required to provide the Services or as otherwise disclosed pursuant to the Privacy Policy, and Customer authorizes Cirrus to use such User Data for such purposes.
- 3.3. Third Party Services.** End user accounts with third party social network and/or identity providers ("Third Party Providers") shall be subject to such Third Party Providers' then-current terms of use and privacy policies ("Third Party Policies") and Cirrus shall not be responsible for any violation of the Third Party Policies.
- 3.4. End User Indemnity.** Customer agrees to indemnify, defend and hold harmless Cirrus and its directors, officers, employees, equityholders, representatives and agents from and against all third party claims (including claims by end users), losses, liabilities, penalties, expenses (including reasonable attorneys' fees), damages or costs Cirrus may incur arising out of or in connection with Customer's end users' use of the Services; provided that Customer shall have no obligation to indemnify, defend or hold harmless Cirrus from or against any such claim arising from the gross negligence or willful misconduct of Cirrus.

4. Fees and Payments

4.1. Payment Terms.

- 4.1.1. General Payment Terms.** Customer shall pay to Cirrus the fees ("Fees") in accordance with the applicable Order Form. Unless otherwise specified in the applicable Order Form, all Fees are due and payable upon execution of the applicable Order Form. All amounts quoted are in U.S. Dollars. Fees are exclusive of, and Customer is responsible for, shipping costs, duties, sales tax and other taxes (including Value Added Tax which shall be paid by the Customer, if applicable, at the rate and in the manner prescribed by law), which will be added in accordance with the then prevailing rates. Except as may be set forth in the applicable Order Form, all Fees paid to Cirrus are non-refundable.
- 4.1.2. Payment Delays.** Except as otherwise set forth in the applicable Order Form, invoices are due and payable no later than thirty (30) days after the invoice date. Cirrus may suspend performing the Services until such time as payment in full is made.
- 4.1.3. Payment Disputes.** If Customer disputes any invoice or part of an invoice, Customer shall, before the invoice is due, deliver a notice in writing to Cirrus setting out the nature of its dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, as appropriate. Customer shall pay any undisputed part of a disputed invoice. The Parties shall use all reasonable endeavors to resolve such payment disputes as soon as is reasonably practicable but in the case of a dispute related to an invoice both parties agree to resolve the dispute within 60 days of the date the dispute was raised. Upon the agreed resolution to the dispute by the Parties, within thirty (30) days of such resolution: if the dispute is settled in favor of Cirrus, Customer shall settle any such payment with Cirrus; and if the dispute is settled in favor of Customer, Cirrus shall credit the money to Customer.
- 4.1.4. Future Functionality.** Customer agrees that any purchase of the Services and Deliverables is not contingent on the delivery of any future functionality or features,

or dependent on any oral or written public comments made by Cirrus regarding future functionality or features.

5. Term and Termination

- 5.1. Term of this Main Agreement.** This Main Agreement shall become effective on the date first set forth above and shall remain in effect for as long as the associated Order Forms are in effect, unless terminated earlier in accordance with this Section 5 or the terms of the applicable Order Form. If either Party terminates this Agreement in accordance with this Section 5, all outstanding Order Forms will automatically terminate as well.
- 5.2. Term of Services.** The term of a given Service begins on the Effective Date of the applicable Order Form and continues for the term specified in such Order Form (as it may automatically renew from time to time), or until completion of the Services and Deliverables on the terms set forth in such Order Form, whichever occurs first.
- 5.3. Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party materially breaches any term of this Agreement and fails to cure the breach (if curable) within thirty (30) days of receiving written notice of the alleged breach from the non-breaching Party. Either Party may terminate this Agreement with immediate effect by written notice to the other Party if the other Party has declared bankruptcy or if a moratorium of payments has been declared, or if any proceeding of bankruptcy, insolvency or other law for the relief of debtors, including the appointment of any receiver or trustee or assignment for the benefit of creditors shall be instituted against such other Party.
- 5.4. Return of Customer Data.** For a period of thirty (30) days following any termination of this Agreement, Customer will have the right to download Customer data following the termination of this Agreement per the data disposal practices described in the Cirrus Privacy Policy, posted at <http://www.cirrusidentity.com/privacy-policy>.
- 5.5. Survival.** The Parties' rights and obligations under Sections 2.1.1 and 2.1.3 ("Intellectual Property"), 3.4 ("End User Indemnity"), 4 ("Fees and Payments"), 5.4 ("Return of Customer Data"), 6.3 ("Disclaimer of All Other Warranties"), 7.2 ("Limitation of Liability"), 7.3 ("No Consequential Damages; No Personal Liability"), 7.4 ("Limitation on Claims"), 9 ("Confidentiality"), 10 ("Governing Law; Dispute Resolution") and 11 ("Miscellaneous"), together with any terms of any Order Form that by their nature are intended to survive termination of this Agreement or such Order Form, shall survive final expiration or termination of this Agreement and the applicable Order Form. Termination of this Agreement will not operate to terminate any other agreement (other than Order Forms entered into under this Agreement) between Cirrus and Customer.
- 5.6. Payment through Termination.** Customer shall be responsible for making payment to Cirrus for all Services and Deliverables performed or delivered prior to the date of termination of this Agreement or any Order Form.

6. Representations and Warranties

- 6.1. Representations and Warranties of Cirrus.** Cirrus Identity represents and warrants to Customer that: (i) the execution, delivery and performance of this Agreement by Cirrus and the consummation of the transactions contemplated hereby are within its powers and authority and have been duly and validly authorized by all necessary action on the part of Cirrus, (ii) the Services will be performed in a professional and diligent manner by qualified personnel, (iii) the Services and Deliverables will perform materially in accordance with the applicable Documentation, as it may be amended from time to time, and (iv) to Cirrus's knowledge, its Services and the Deliverables do not, as at the Agreement or applicable Order Form's Effective Date, include malicious code which might adversely affect the operation, security or integrity of Customer's systems.
- 6.2. Representations and Warranties of Customer.** Customer represents and warrants to Cirrus that (i) the execution, delivery and performance of this Agreement by Customer

and the consummation of the transactions contemplated hereby are within its powers and authority and have been duly and validly authorized by all necessary action on the part of the Customer, (ii) Customer will not make any warranty on behalf of Cirrus, express or implied, to any person concerning the application of, or the results to be obtained with, the Services and Deliverables under this Agreement, and (iii) Customer will not use Cirrus Services or Deliverables in a way which is unlawful or that conflicts with any policies or procedures, or obligations to end users, by which Customer is bound.

6.3. Disclaimer of All Other Warranties. EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES IN SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, DELIVERABLES AND THE CIRRUS IDENTITY OPEN SOURCE SOFTWARE ARE PROVIDED AND LICENSED TO CUSTOMER "AS IS," "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CIRRUS DOES NOT GUARANTEE THAT THE USE OF THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE. Without limiting the generality of the foregoing, and without limiting the indemnities provided by Cirrus pursuant to Section 7.1, Cirrus does not make any warranty of any kind with respect to freedom from patent, trademark, or copyright infringement, or theft of trade secrets and does not assume any liability hereunder for any infringement of any patent, trademark, or copyright arising from the use of the Services or Deliverables granted or provided by it hereunder.

7. IP Indemnification and Limitation of Liability

7.1. Intellectual Property Indemnification. Cirrus agrees to indemnify Customer for any damages, liabilities, penalties, settlements and judgments actually incurred by Customer pursuant to an action, claim, demand, suit or proceeding brought against Customer by a third party in which it is determined in a final, non-appealable judgment that Customer's use of the Services in accordance with this Agreement and/or the Documentation infringes a U.S. patent or infringes or misappropriates such third party's U.S. trademark, copyright or trade secret rights (a "Claim"), provided Customer (i) promptly gives Cirrus written notice of the Claim; (ii) gives Cirrus the opportunity to assume sole control of the defense and settlement of the Claim; and (iii) gives Cirrus all reasonable assistance in the defense of such Claim. Notwithstanding the foregoing, Cirrus shall not be required to indemnify Customer for any such Claim to the extent it arises out of (1) Customer's violation of this Agreement, (2) revisions to the Services or Deliverables made by Customer without Cirrus' consent, (3) Cirrus' modification of the Services in compliance with specifications provided by Customer, or in compliance with a method or process provided by Customer for implementing such specifications, (4) Customer's failure to incorporate Services updates or upgrades that would have avoided the alleged infringement, provided Cirrus offered such updates or upgrades without fees or charges not otherwise required pursuant to this Agreement, or (5) use of the Services in combination with any software of Customer that is specifically forbidden by the Documentation or that is not designated in the Documentation as available for interface with the Services. If Cirrus receives information about an infringement or misappropriation claim related to the Services (including any notice from Customer), Cirrus may in its discretion and at no cost to Customer (x) modify the Services and Deliverables so that they no longer infringe or misappropriate; (y) obtain a license for Customer's continued use of that Services and Deliverables in accordance with this Agreement; or (z) terminate Customer's subscriptions for that Services and refund to Customer any prepaid fees covering the remainder of the term of the terminated license, any of which actions shall constitute satisfaction in full of Cirrus's obligations under this Section 7.1 with respect to such Claim.

7.2. Limitation of Liability. EXCEPT WITH RESPECT TO SECTION 7.1 AND

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF CIRRUS UNDER THIS AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), EQUITY, BREACH OF CONTRACT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CIRRUS IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF SUCH LIABILITY UNDER THE ORDER FORM PURSUANT TO WHICH SUCH LIABILITY PRINCIPALLY AROSE. If applicable law limits the application of the provisions of this Section 7.2, Cirrus's liability will be limited to the maximum extent permissible.

- 7.3. No Consequential Damages; No Personal Liability.** CIRRUS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, DIMINUTION OF VALUE, LOSS OF DATA OR LOST BUSINESS OR PROFITS WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), EQUITY, BREACH OF CONTRACT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, EMPLOYEES, CONSULTANTS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS.
- 7.4. Limitation on Claims.** No action or claim of any type relating to this Agreement may be brought or made by Customer more than two (2) years after the earlier of (i) the date Customer first has knowledge of the basis for the action or claim and (ii) the termination of this Agreement.
- 8. Insurance.** Cirrus, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain General Liability coverage at a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Errors and Omissions insurance at a minimum of \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- 9. Confidentiality.** All information given by one Party to the other in writing and marked confidential, or which is disclosed orally and designated as confidential at the time of disclosure and summarized in writing and sent to the receiving party within thirty (30) days of disclosure and marked as such, or which would otherwise reasonably be understood to be confidential (collectively, the "Confidential Information"), shall be treated by the receiving party as confidential and shall not be used other than in connection with this Agreement or be disclosed to third parties, except to those employees, subcontractors and agents of the receiving party who have a need to know such information for the purposes of this Agreement. Confidential Information does not include information which (a) is known to the receiving party at the time of disclosure, (b) is or becomes publicly known through no wrongful act of the receiving party, (c) is lawfully obtained by the receiving party from a third party, (d) is independently developed by the receiving party, or (e) the receiving party is obliged to disclose under any court order or legal obligation, provided that the receiving party, if legally permissible, gives such reasonable notice to the disclosing party to enable the disclosing party to seek any appropriate order preventing such disclosure.
- 10. Governing Law; Dispute Resolution.**
- 10.1. Governing Law.** Except as otherwise agreed in the applicable Order Form, this Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts to be performed entirely within the State of California, and without reference to principles of conflicts of law therein. Subject to Section 10.2,

each party consents to the exclusive jurisdiction of the courts located in San Francisco, California for the resolution of any dispute arising out of or related to this Agreement.

10.2. Executive Resolution. The Parties desire to resolve disputes arising out of this Agreement without litigation. Notwithstanding Section 10.1, in the event of a dispute concerning this Agreement, each Party shall in the first instance promptly bring the dispute to the attention of a director or person in a similar management position, and such persons shall use good faith efforts to arrive at an agreeable resolution through discussions between their respective organizations. If, after attempting to arrive at an agreeable resolution through good faith discussions at an appropriate level, the Parties are unable to agree upon a resolution, then either Party may submit the dispute to a court pursuant to Section 10.1. Notwithstanding the foregoing, neither Party shall be barred or delayed from seeking any injunctive relief or initiating such other action as is necessary to prevent such Party's rights from being jeopardized in any way.

11. Miscellaneous

- 11.1. Amendments.** No modification, amendment, supplement to or waiver of this Agreement, or any of its provisions, shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. NOTWITHSTANDING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CIRRUS MAY NOTIFY CUSTOMER OF ADDITIONAL OR MODIFIED TERMS OF THIS AGREEMENT APPLICABLE TO THE RENEWAL OF ANY ORDER FORM AT LEAST NINETY (90) DAYS PRIOR TO THE APPLICABLE RENEWAL DATE, AND CUSTOMER SHALL BE DEEMED TO CONSENT AND AGREE TO ANY SUCH ADDITIONAL OR MODIFIED TERMS EFFECTIVE AS OF THE APPLICABLE RENEWAL DATE BY CONTINUING TO USE THE SERVICES AFTER SUCH DATE.
- 11.2. No Effect of Purchase Order Terms.** Without limitation of the generality of Section 11.1, any Customer purchase order, addendum or similar document shall be governed exclusively by the terms of this Agreement. No terms and conditions contained in any such purchase order, addendum or similar document shall have any force or effect unless (i) they specifically reference this Agreement, (ii) they specifically reference the specific provision of this Agreement to be modified, eliminated or supplemented, and (iii) such purchase order or similar document is signed by each of Customer and Cirrus.
- 11.3. Assignment.** Neither party may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; provided that Cirrus may assign this Agreement in its entirety, without Customer's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Cirrus's assets. Any assignment in violation of this provision is void.
- 11.4. Further Assurances.** Customer will, at the request of Cirrus, use all reasonable endeavors to do or procure the doing of all such further acts and execute or procure the valid execution of all such documents, as may from time to time be necessary in Cirrus's reasonable opinion to give full effect to this Agreement.
- 11.5. Entire Agreement.** This Main Terms and Conditions, together with any applicable Order Form, exhibit or other attachment appended hereto, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the Parties with respect to the subject matter hereof. To the extent of any conflict between the Main Terms and Conditions and an Order Form, the terms of the Order Form shall control. There are no third party beneficiaries of this Agreement, and no person other than Cirrus and Customer shall have any right to enforce this Agreement.
- 11.6. Severability.** In the event any provision of this Agreement is held by a court to be invalid, it will be deemed severed from this Agreement and it will not affect the validity of the remaining provisions of this Agreement. The court will modify the invalid provision to

make it valid to the maximum extent feasible consistent with the Parties' intentions.

- 11.7. Relationship between the Parties.** Nothing herein shall be construed to create a partnership, agency, or joint venture between the Parties. Neither Party will hold itself out as being part of, controlled by, or acting on behalf of the other. Both Parties agree to inform third parties that neither Party is part of the other. However, either Party may inform third parties of the existence of this Agreement; provided that the terms of this Agreement shall be deemed Confidential Information. Nothing herein shall oblige Parties to enter into any further agreement(s) with each other.
- 11.8. Interpretation.** For purposes of this Agreement: (i) except as expressly provided herein, the terms "include," "includes" or "including" are not limiting, and shall be deemed to be followed by the words "without limitation"; (ii) the words "hereof" and "herein" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) Article, Section, paragraph, exhibit, annex and schedule references are to the articles, sections, paragraphs, exhibits, annexes and schedules of this Agreement unless otherwise specified; (iv) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders; (v) a reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assigns; and (vi) all references to "\$" or "dollars" shall be deemed references to United States dollars.
- 11.9. Notices; Point of Contact.** Except as otherwise explicitly set forth in this Agreement, all notices permitted or required under this Agreement shall be in writing to the Point of Contact(s) identified in the applicable Order Form, or the contact registered electronically by the Customer within Cirrus systems, to which the notice relates, with a copy provided to the addresses below. Cirrus is entitled to rely on any communications (orally or in writing) that it receives from any such Point of Contact without further inquiry into their authorization.

If to Customer: **[Name]**
 [Address 1]
 [Address 2]
 Attn: [Name]
 [Title]
 [Email]

If to Cirrus: **Cirrus Identity, Inc.**
 4031 Brighton Ave.
 Oakland, CA 94602
 Attn: Dedra Chamberlin
 Chief Executive Officer
 dedra@cirrusidentity.com

Except as otherwise explicitly set forth in this Agreement, notices will be delivered in person or by certified or registered express mail to the address set forth on the applicable Order Form, and shall be deemed given upon personal delivery or five (5)

days after deposit in the mail. The Point of Contact may substitute a temporary or permanent replacement Point of Contact by providing written notice to the other Party in accordance with this Section 11.9 or in such other manner as may be permitted online by the Services. In the event of any substitute or permanent replacement, references herein to such Point of Contact shall refer to such substitute or replacement.

- 11.10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile signature or email delivery.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

CIRRUS IDENTITY, INC.		[CUSTOMER]	
By (signature):		By (signature):	TBD
Name:	Dedra Chamberlin	Name:	TBD
Title:	Chief Executive Officer	Title:	TBD
Date:		Date:	TBD

**CIRRUS IDENTITY
SUBSCRIPTION SERVICE TERMS AND CONDITIONS
AND SERVICE ORDER FORM
("Order Form")**

Provider:	Cirrus Identity, Inc.
Customer:	University of
Order Summary:	Annual Subscription to Cirrus Identity Modules: 1. Bridge Services
Name of Main Agreement:	Cirrus Identity Main Terms and Conditions (" <u>Main Terms</u> ")
Date of Main Agreement:	Date, 2021
Main Agreement Contract Reference #:	#
Order Form Effective Date:	Date, 2021
Order Form Renewal Date:	Date, 2022

This Order Form (including the Cirrus Identity Subscription Agreement Terms and Conditions attached hereto) shall be incorporated in all respects into the Main Terms, and together they shall constitute a single legally binding agreement that is referred to as the "Agreement." In the event of any conflict between the Main Terms and this Order Form, the terms and conditions of the Order Form shall prevail. Capitalized terms used but not defined in this Order Form shall have the meanings set forth in the Main Terms.

1. Subscription Services:

Services (the " <u>Services</u> ")	Cirrus Identity Modules: 1. Bridge Service 2. Identity Provider Proxy (as attached to this Order Form)
Term:	12 months
Renewals:	After the initial Term, this Order Form shall automatically renew for successive one (1) year terms on the Renewal Date (or anniversary thereof) unless either party provides at least sixty (60) days written notice prior to the end of the then current term of its intent not to renew this Order Form. In that event, this Agreement shall terminate at the end of the then current term. The terms applicable to any automatic renewal shall be the same as those applicable to the prior period unless otherwise notified to Customer at least ninety (90) days prior to the end of such prior period.
Support Level	See attached "Subscription Service Terms and Conditions"
Support Availability:	24x7x365

<p>Annual Subscription:</p> <p>Standard pricing for the Bridge and Proxy solution is \$10,000 per year for up to 3,000,000 authentications per year. Usage tiers are available at higher tiers as well. In some cases, exceptions can be made for lower tier pricing tiers.</p> <p>Bridge subscriptions include:</p> <ul style="list-style-type: none"> • All InCommon SPs and up to 10 AdHoc SAML SPs • Support for REFEDS Research and Scholarship attribute release • Support for REFEDS MFA AuthN context 	<p>Rate per year:</p> <table border="1"> <thead> <tr> <th>Service</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>IdP Proxy</td> <td></td> </tr> <tr> <td>SAML Bridge</td> <td></td> </tr> <tr> <td>CAS Bridge</td> <td></td> </tr> <tr> <td>Custom DNS Add-on</td> <td></td> </tr> <tr> <td>SaaS Total</td> <td></td> </tr> </tbody> </table> <p>One time integration fee:</p> <table border="1"> <thead> <tr> <th>Service</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>IdP Proxy</td> <td></td> </tr> <tr> <td>SAML Bridge</td> <td></td> </tr> <tr> <td>CAS Bridge</td> <td></td> </tr> <tr> <td>Custom DNS Add-on</td> <td></td> </tr> <tr> <td>Integration Total</td> <td></td> </tr> </tbody> </table> <table border="1"> <tr> <td>Year 1 Total</td> <td></td> </tr> </table> <p>Support level for SaaS modules: Standard</p>	Service	Price	IdP Proxy		SAML Bridge		CAS Bridge		Custom DNS Add-on		SaaS Total		Service	Price	IdP Proxy		SAML Bridge		CAS Bridge		Custom DNS Add-on		Integration Total		Year 1 Total	
Service	Price																										
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SAML Bridge																											
CAS Bridge																											
Custom DNS Add-on																											
Integration Total																											
Year 1 Total																											
<p>Refund Eligibility:</p>	<p>In the event Customer elects to terminate this Order Form pursuant to Section 5 of the Agreement, Customer is entitled to receive a pro rata refund of any pre-paid annual subscription fees based on the number of full prepaid calendar months remaining in the term. One-time implementation fees are not refundable.</p>																										
<p>Payment Terms</p>	<p>Fees are due on an annual basis in advance and the first annual fee is due and payable upon execution of the Agreement. Thereafter, Cirrus will issue annual invoices in advance of the Renewal Date set forth above for the full amount of the Fees applicable to the next annual period. All invoices are due and payable within 30 days of the Renewal Date.</p>																										

2. Customer Information for Billing and Payment:

Please indicate to whom invoices should be directed. An invoice for the full first annual subscription amount will be issued concurrently with the execution of this Order Form.

INVOICE TO:	University of
Billing Address:	TBD
Attn:	TBD
Email:	_TBD
Phone:	TBD

3.1 Primary Contact (product updates and announcements):

Each party hereby appoints the following person as the authorized "Implementation Point of Contact" for all purposes under this Order Form.

Cirrus Identity, Inc.	University of
Name: Dedra Chamberlin	Name: TBD
Title: Chief Executive Officer	Title: TBD
Phone: 510-710-1554	Phone: TBD
Email: sales@cirrusidentity.com	Email: TBD
Mailing Address: Cirrus Identity, Inc. 4031 Brighton Ave. Oakland, CA 94602	Mailing Address: TBD

3.2 Implementation/Operational Contact (Technical Integration and Operational Notices):

Each party hereby appoints the following person as the authorized “General Point of Contact” for all purposes under this Order Form

Cirrus Identity, Inc.	University of
Name: Mark Rank	Name: TBD
Title: Director, Product and Customer Success	Title: TBD
Phone: 510-	Phone: TBD
Email: sales@cirrusidentity.com	Email: TBD
Mailing Address: Cirrus Identity, Inc. 4031 Brighton Ave. Oakland, CA 94602	Mailing Address: TBD

3.3 Security Incident Point of Contact:

Each party hereby appoints the following person as the authorized “Security Incident Point of Contact” for all purposes under this Order Form

Same as Implementation Contact? Yes No

If “No”, please provide the Security Incident contact information below:

Cirrus Identity, Inc.	University of
Name: Mark Rank	Name: TBD
Title: Director, Product and Customer Success	Title: TBD
Phone: 414-331-1476	Phone: TBD
Email: security@cirrusidentity.com	Email: TBD
Mailing Address: Cirrus Identity, Inc. 4031 Brighton Ave. Oakland, CA 94602	Mailing Address: TBD

EACH OF THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ORDER FORM ON BEHALF OF CIRRUS AND CUSTOMER, RESPECTIVELY, AND THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO THE AGREEMENT.

CIRRUS: Cirrus Identity, Inc.	CUSTOMER: University of
Email: sales@cirrusidentity.com	Email: TBD
By (signature):	By (signature): TBD
Name: Dedra Chamberlin	Name: TBD
Title: Chief Executive Officer	Title: TBD
Date:	Date: TBD

CIRRUS IDENTITY SUBSCRIPTION SERVICE TERMS AND CONDITIONS

These Cirrus Identity Subscription Services Terms and Conditions (the “**Supplemental Terms**”) supplement the Main Terms and constitute part of the Agreement. Capitalized terms used but not defined in these Supplemental Terms shall have the meanings set forth in the Main Terms. Section references used herein refer to the sections of these Supplemental Terms except where the context otherwise requires.

1. Hosting and Monitoring

- 1.1. **Hosting.** Subject to the terms of the Agreement, Cirrus will use commercially reasonable efforts to provide hosted (SaaS) Services without the Services being unreasonably delayed or withheld, except for: (i) planned downtime pursuant to Section 2.3, and (ii) any unavailability caused by circumstances beyond Cirrus’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cirrus employees), Internet service provider failure or delay, malfunction in third-party software, or denial of service attack.
- 1.2. **Monitoring.** Cirrus will use commercially reasonable efforts to monitor the Services, to keep the Services operational at all times, and to minimize any downtime of the Services. Cirrus will provide prompt written notice to the Customer, via email to the Point of Contact identified in the applicable Order Form of any downtime, outage, or material degradation of any Services.
- 1.3. **Social Identity Providers.** Customer is solely responsible for negotiating, agreeing to and complying with the terms of use and other conditions imposed by any third party providing social identity services (each, a “**Social Identity Provider**”) (e.g., Google, Twitter, Facebook), including API call limits and attribute release options, to which the Services may connect. Cirrus assumes no responsibility for service interruption or other problems arising from Customer’s failure to comply with API limits or attribute release policies or any other Social Identity Provider API, or any service changes, conditions or constraints imposed by any Social Identity Provider with respect to the foregoing.

2. Upgrade

- 2.1. **Software Upgrades.** Cirrus may periodically upgrade and enhance the Services to better meet internal and Customer needs. Subject to Section 2.2, Cirrus will use commercially reasonable efforts to provide at least forty-eight (48) hours’ notice prior to software releases that are reasonably expected to impact the Services. No such notice is required for software releases that are not reasonably expected to adversely impact the Services. Feature enhancements, bug fixes and upgrades will be based on customer feedback and prioritized and implemented at the discretion of Cirrus. Cirrus will provide documentation concurrent with or prior to the notice of software release to assist Customers in preparing for any Service impacts related to software updates.
- 2.2. **Emergency Updates.** In response to critical performance issues and/or security vulnerabilities that are detected, Cirrus may in its sole discretion update the Services immediately and without prior notice to Customer.
- 2.3. **Planned Outages for Change Management & Upgrades.** Cirrus shall be entitled to perform scheduled maintenance on the Services at the sole discretion of Cirrus, and with no notice to the Customer unless adverse impact to the Services is reasonably expected. When such a Service impact is reasonably expected, Cirrus will use commercially reasonable efforts to provide Customer with at least seventy-two (72) hours’ notice to the Point of Contact identified in the applicable Order Form of the date, time and expected duration thereof. Where possible, maintenance will be conducted at times likely to cause the least amount of disruption to the operation of the Services. If

Cirrus is advised of any planned outages by any of its third party subcontractors that could reasonably be expected to impact the Services, Cirrus will use commercially reasonable efforts to provide notice of such outage to Customer, provided that Cirrus will not be responsible for any failure to deliver such notice. In cases where Cirrus receives no advance notice from third parties of outages, there will be no expectation of advance notice from Cirrus to Customer.

3. Support

3.1. Support. Cirrus will provide Customer with support (“Support”) via electronic communications (email or support chat) and/or telephone for malfunctions in the Services, including malfunctions in the documented behavior of application programming interfaces (API’s) that might be part of the Services, on the terms and conditions contained in this Agreement. Customer’s end-user support is to be provided by Customer. Cirrus does not provide support to Customer’s end-users.

3.2. Unplanned Outages. Wherever possible, Cirrus will endeavor to predict and prepare for any service interruptions, including advance notice to Customers. In the event of an unplanned outage, Cirrus will commence seeking to restore any full or partial outage as expediently as possible, and at a minimum, within the response-time windows noted in the table in Section 3.5.

3.3. Support Requests. Cirrus will provide 24/7/365 support for production Services experiencing “Urgent” issues as defined in section 3.5 below, and standard Support generally during business hours or as defined specifically on the applicable Order Form. Customer may request Support by emailing support@cirrusidentity.com for non-“Urgent” requests and trouble@cirrusidentity.com for “Urgent” requests. Support requests may only be made by (i) the Point of Contact(s) identified in the applicable Order Form or (ii) Customer personnel that have been registered electronically by the Customer within Cirrus’ support systems.

3.4. Limitations on Support. Support is provided only for the Services. Malfunctions caused by software code and/or hosting services not directly owned by or under the management control of Cirrus, or by Customer’s local environment, are specifically excluded and shall be deemed invalid Support requests. It is expressly agreed that feature requests and desired changes to the interfaces or Services shall not constitute malfunctions for which Support may be requested. Without limitation of the foregoing, Cirrus has no obligation to provide Support for issues with the Services caused by Customer’s: (i) accident, neglect, misuse or modification of the code; (ii) failure to follow configuration instructions and recommendations; or (iii) failure to incorporate or implement any software update(s) or workaround(s) previously provided by Cirrus which would correct or mitigate the issue(s).

3.5. Support Request Priorities. At the time of each Support request, Customer’s Point of Contact(s) shall request a priority for such request according to the following table. Upon receipt of such Support request, Cirrus shall use its reasonable good faith judgment to concur in such priority or to assign an alternative priority, and such priority as determined by Cirrus shall constitute the priority for purposes of determining the associated response time commitment by Cirrus.

Support Level	Priority	Definition	Response Time	Resolution (see section 3.7)
Enterprise Level	0	Critical. Enterprise (Applicable only on a per module basis according to the SaaS subscription level) Services targeted to “enterprise” users	A Cirrus engineer will respond to Customer’s request for Support as quickly as possible and no later than hour (1) hour after	Cirrus will resolve malfunctions and restore service as quickly as possible. Malfunctions and errors caused by software developed

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		<p>(students, faculty, staff) are not operational in Production. May include, but not limited to:</p> <ul style="list-style-type: none"> ● Services are not responding ● Real time integrations between the Services and local environments are failing ● An active security breach is ongoing 	<p>Cirrus's receipt of such Customer request.</p>	<p>by Cirrus and under Cirrus's management control will be resolved within 8 hours.</p>
Standard Level	1	<p><u>Urgent</u>. Services targeted to "guest" users (sponsored accounts, external users) are not operational in Production. May include, but not limited to:</p> <ul style="list-style-type: none"> ● Services are not responding ● Real time integrations between the Services and local environments are failing ● A security breach or vulnerability is identified 	<p>A Cirrus engineer will respond to Customer's request for Support as quickly as possible and no later than three (3) hours after Cirrus's receipt of such Customer request.</p>	<p>Cirrus will resolve malfunctions and restore service as quickly as possible. Malfunctions and errors caused by software developed by Cirrus and under Cirrus's management control will be resolved within 12 hours.</p>
	2	<p><u>Serious</u>. Service is not operating with full capability but is still operational. May include, but not limited to:</p> <ul style="list-style-type: none"> ● Impaired or broken functionality with significant impact to applications; ● Frequent 	<p>An engineer will respond to Customer's request for Support as quickly as possible and no later than five (5) hours after Cirrus's receipt of Customer's request.</p>	<p>Cirrus will resolve malfunctions and restore service as quickly as possible. Malfunctions and errors caused by software developed by Cirrus and under Cirrus's management control will be resolved within 36 hours.</p>

		software/application failure, but no data loss; <ul style="list-style-type: none"> • Significant software/application performance degradation 		
	3	<u>Not Critical.</u> Software is up and running with limited or no significant impacts. May include, but not limited to: <ul style="list-style-type: none"> • Bugs which cause limited or no direct impact to performance and functionality • Software performance support questions 	An engineer will respond to Customer's request for Support within one business day following Cirrus's receipt of Customer's request. Cirrus will prioritize these requests at its own discretion and address them as best fits the needs of the Services as defined by Cirrus. Cirrus will update customers on the prioritization of any requests.	Cirrus will resolve malfunctions as quickly as possible. No resolution timetable.

3.6. Response by Cirrus. Cirrus shall respond to Customer requests for Support according to the Response Times in the table in Section 3.5 associated with the priority of such request. Response shall take the form of an email, support ticket, or telephone call by Cirrus to Customer's operational contacts as recorded in the Cirrus Identity Customer Resource Management system acknowledging receipt of the Support request.

3.7. Resolution. Subject to Customer's compliance with Section 5, Cirrus will use commercially reasonable efforts to resolve problems and restore Service performance in a timely manner. Subject to Section 3.8, with respect to software and service components Cirrus has developed and that are under Cirrus's management control, Cirrus warrants that resolution shall be completed within the resolution timeframes set forth in the table in Section 3.5. No specific resolution timeframe is warranted with respect to software and service components that were not developed by Cirrus or that are not under Cirrus's management control. It is understood and agreed that there may be Support requests for which a resolution within the timeframes listed above may not be reasonably possible. For example:

- There may be restrictions on component parts provided by Cirrus that Cirrus does not control, such that a fix may be impossible without significant architectural changes.
- Malfunctions in third-party software that Cirrus Services utilize.
- Malfunctions or outages in hosting services.

In such cases, Cirrus will use commercially reasonable efforts to provide a suitable workaround and such a workaround shall constitute resolution of the Support request.

4. Service Credits. Subject to Customer's compliance with Section 5, in the event that Cirrus fails to respond to or resolve a "Critical" or "Urgent" support request, as described in sections

3.5 and 3.7, within the Response Times and, if applicable, Resolution Times set forth in Section 3.5, Customer shall be entitled to a service credit (a “Service Credit”) of one hundred dollars (\$100); provided that (x) no more than one Service Credit shall be issued for any Support request covering the same or substantially similar malfunctions and (y) under no circumstances shall the aggregate amount of Service Credits issued to any Customer during any annual term of Services exceed five percent (5%) of the subscription fees actually paid to Cirrus during such annual term under the applicable Order Form for such Services. No Service Credits will be made available for failure to respond to a “Serious” or “Not Critical” support request within the Response and Resolution Times set forth in Section 3.5. No Service Credits will be made available for failure to meet resolution times for malfunctions not caused by software developed by Cirrus and under its management control. THE SERVICE CREDITS ARE THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF CIRRUS TO PROVIDE SUPPORT, TO RESPOND TO ANY “CRITICAL” OR “URGENT” SUPPORT REQUEST OR TO RESOLVE ANY “CRITICAL” OR “URGENT” SUPPORT REQUEST AS PROVIDED UNDER SECTION 3 OF THIS AGREEMENT. Service Credits issued pursuant to this Agreement only apply to outstanding or future invoices under the applicable Order Form and are forfeited upon termination of this Agreement. Cirrus is not required to issue refunds or make payments against such Service Credits under any circumstances, including termination of this Agreement. For the avoidance of doubt, no Service Credit shall be issued in the case of Support requests that are determined to be invalid or excluded pursuant to Section 3.4.

5. Customer Responsibilities

5.1. Integration and Testing. Customer will conduct proper integration and testing of the Services. Specifically, testing should include end-to-end and functional testing. Customer shall not engage in stress or load testing (regardless of how many different end-users propose to authenticate through the Services) without the explicit prior written permission of Cirrus, as those may create undue impact on the Services. Customer will not monitor, or perform any intrusion detection on the Service infrastructure, without Cirrus's explicit prior written permission.

5.2. System Maintenance. Customer will perform prescribed updates and maintenance to any software that has been deployed locally to facilitate integration of the Services with local environments. In cases where local environment maintenance or changes may entail an increased risk of reduced availability of the Services and where special attention may be required by Cirrus, a minimum of five (5) days notice to Cirrus and advance agreement on potential Other Services is required.

5.3. Use of Services. Under no circumstances shall the Services be used in contexts where failure or performance degradation of the Services may cause bodily harm or death, including (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems.

5.4. Qualified Personnel. Customer will ensure the Point of Contact who places Support requests regarding the Services is qualified to assist in diagnosing and troubleshooting technical problems related to the local environment.

Incident Response. Customer will provide a Security Point of Contact for any operational incident that may have a security implication, and will have an incident response procedure that respects the Traffic Light Protocol (TLP) (<https://www.us-cert.gov/tlp>) with regard to information disclosure.

5.5. Case Data. Customer will provide Cirrus with a reproducible test case or sufficient information to reasonably assist Cirrus to troubleshoot problems and ideally duplicate or replicate reported issues where possible, including in connection with a Support request. Customer will endeavor to provide Cirrus with all reasonably required information for troubleshooting, however, due to security implications and constraints there may be

delays while restricted information is made available in a format that complies with all Customer restrictions. Cirrus will not be held responsible for any reduced Service during this delay nor shall it be required to issue any Service Credits.

- 5.6. Remedial Actions.** Customer will promptly implement any commercially reasonable remedial actions suggested by Cirrus. Cirrus will not be held responsible for any issues arising out of Customer's failure to implement commercially reasonable remedial actions.
- 5.7. Suspension of Services.** If Customer engages in any activity that is deemed by Cirrus, in its reasonable good faith judgment, to be significantly degrading the Services, including any activity prohibited by this Section 5, Cirrus will request to the Customer's Point of Contact by telephone and/or email that Customer immediately cease such activity, and should Customer fail to comply with this request within two (2) hours, Cirrus may in its sole discretion suspend Customer's use of the Services until the issue is resolved. Following such suspension, Cirrus will, at Customer's expense, provide reasonable assistance to the Customer in order to restore service. Customer shall not be entitled to any refund or credit in connection with such suspension of Services.
- 6. Additional Representations and Warranties of Cirrus.** Cirrus represents and warrants to Customer that Cirrus will not materially decrease the functionality of the Services during the subscription term of the applicable Order Form.
- 7. Limitation on Remedies for Subscription Services.** In the event of a material breach of (x) the representations and warranties contained in Section 6.1(ii), (iii) or (iv) of the Agreement as they relate to the subscription Services or Section 6 of these Supplemental Terms or (y) the covenants contained in Section 3.7 of these Supplemental Terms, Cirrus will promptly repair the Services in question or replace them with Services of substantially similar functionality, or if such attempts do not succeed after thirty (30) days, Cirrus may terminate this order form and refund a prorated amount of the annual Subscription Fees prepaid for the allocable share of such defective Services, determined based on (1) the number of calendar days contained in the period beginning on the date such breach was first notified to Cirrus and ending at the end of the applicable Order Form's prepaid annual term and (2) Cirrus's good faith estimate of the share of the total Services represented by the defective Services. Subject to Section 3.8 of these Supplemental Terms in the case of "Critical" and "Urgent" Support requests, the preceding sentence is the sole and exclusive remedy and Cirrus's entire liability for any such breach.
- 8. Excluded Professional Services.** From time to time Customer may request expert assistance, such as developer support, custom code, architectural support or other services (collectively, "Other Professional Services"). Other Professional Services shall not be governed by this Order Form, and Customer shall be required to enter into a separate Order Form for such Other Professional Services. Cirrus may, but has no obligation to, provide any Other Professional Services.

Bridge

This exhibit serves as a description of the Bridge Service (the “Service”), hosted and managed by Cirrus Identity, Inc., as a subscription service. The Bridge Service includes the following:

- The Service allows an existing Single Sign On system (such as Azure AD, OneLogin or Okta) to be used with an Identity Federation (such as InCommon). These Single Sign On systems are not compatible with most Identity Federations.
- Base Bridge Subscription includes integration with InCommon registered SPs using the R/S attribute release policy, REFEDS MFA, up to 3 million annual authentications, and up to 10 ad-hoc SPs with individual attribute release policies
- The Bridge will map attributes, such as first name, last name and eduPersonPrincipalName from the existing Single Sign On system into the format expected by the Identity Federation
- The Bridge acts as an Identity Provider to Service Providers in the Identity Federation, and as a Service Provider to the existing single sign on system
- The Bridge can have a custom EntityID and be run under a custom domain name. **Note: Customer must add a DNS pointer within their domain to the Cirrus Identity hosted Bridge service and provide an SSL certificate for custom domains.**
- If the Bridge is not registered in a federation, Cirrus Identity can add the metadata for the SAML Bridge to the administrative console and present the Bridge as an available Identity Provider in the discovery configuration
- Optional Add-ons:
 - Custom DNS hostname and TLS to enable maintenance of existing InCommon registration
 - CAS protocol translation and attribute mapping
 - Support for 25,000 additional monthly users
 - Support for custom metadata aggregates
 - Support for custom attribute release policies
 - Integration of Ad Hoc SPs (with individual attribute release policies)

IdP Proxy Service Description

This exhibit serves as a description of Identity Provider (IdP) Proxy Service (the “Service”), hosted and managed by Cirrus Identity, Inc., as a subscription service. The IdP Proxy Service includes the following:

- The Service consists of a SAML-to-SAML or SAML-to-CAS authentication proxy hosted within Cirrus Identity’s AWS infrastructure.
- The IdP Proxy acts as an Identity Provider to Service Providers managed by the Customer.
- The IdP Proxy will consume metadata from certain federations, including InCommon, on a daily basis so that it knows about and can trust any Service Provider (SP) or Identity Provider (IdP) registered in federation metadata. However, the Proxy, at any given time, may be configured to only trust a small subset of SPs and IdPs, as determined by the Customer.
- The IdP Proxy will also integrate with the Cirrus Identity Gateway Service, to allow integration of identities from social providers supported in the Gateway.
- The Service may be used with the Cirrus Identity Discovery Service.

Additional Services

- The standard IdP Proxy Service supports the integration of up to 10 Service Providers. Additional Service Providers may be added for an additional fee.
- The standard IdP Proxy Service can be configured to support the integration of Duo multi-factor authentication for one or more Service Providers for an additional fee.
- The Service supports authentication context in the request, allowing some users to be prompted for a second factor and others being handled as a purely pass-through IdP Proxy. This model supports implementation where primary admins require two factors and delegated administrators do not.