SAML CONFORMANCE WORKING GROUP PARTICIPATION AGREEMENT

THIS SAML CONFORMANCE WORKING GROUP PARTICIPATION AGREEMENT ("**Agreement**"), is made effective as of February __, 2005 ("**Effective Date**"), by and between **PING IDENTITY CORPORATION**, a Delaware corporation with its principal place of business at1099 18th Street, Suite 2950, Denver, Colorado, 80202 ("**Ping**"), and _____, a _____corporation, with offices at _____ ("**Participant**").

A. Ping has established an initiative with the goals of defining compliance with SAML (as defined below) and developing a Ping product offering for certifying compliance of vendor products and services with that definition in order to improve the interoperability of products and services with SAML that conform to that definition.

B. Participant desires to participate in the creation and adoption of a definition of SAML conformance and to have certain of its own products tested against that compliance definition.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. DEFINITIONS.

1.1 "**Acceptance**" means the approval of the Final Script Pack by the Working Group pursuant to **Section 2.4** hereof.

1.2 "**Affiliate**" means entity that (directly or indirectly) through one or more intermediaries, controls, is controlled by, or is under common control with another entity. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to cause the direction of the management and policies of an entity, whether through ownership of fifty percent (50%) or more of the voting securities of such entity, by contract or otherwise.

1.3 "**Certification Mark**" means the trademarks owned by Ping for which Ping holds valid trademark rights, which will be licensed to vendors upon successful testing through the Certification Services.

1.4 "**Certification Service**" means the service to be provided by Ping to Participant, other Working Group Members and Third Parties that employs the Conformance Engine and Final Script Pack for the purpose of testing and certifying the compliance of such parties' commercially available products with SAML.

1.5 "**Confidential Information**" means any material or information relating to a Working Group Member's research, development, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or any other oral, written, graphic or machine-readable information of a party that would, due to the nature thereof or the circumstances surrounding disclosure, appear to a reasonable person to be confidential or proprietary.

1.6 "**Conformance Engine**" means the Ping technology that contains the core components – not specific to any federation protocol – that allows it to generate requests to, and to respond to requests from, an implementation under test using the Script Pack or Final Script Pack.

1.7 "**Deliverables**" is defined in **Section 5.2** hereof.

1.8 "**Final Script Pack**" means the then-current commercial version of the Script Pack resulting from the vetting process engaged in by the Working Group pursuant to this Agreement.

1.9 "**Intellectual Property Rights**" means, as to a party, all intellectual property rights throughout the world now or hereafter owned or licensable by such party, including, without limitation, copyrights, trade secrets, trademarks, patents and any other proprietary rights, and any privacy rights and moral rights.

1.10 "**SAML**" means the Security Assertion Markup Language specification approved by the Organization for the Advancement of Structured Information Standards (OASIS).

1.11 "**Script Pack**" means Ping's proprietary software that interacts with the Conformance Engine and implements the conditions and criteria established by the Working Group to determine whether a software product is SAML compliant.

1.12 "**Third Party**" means any entity other than: (a) Ping or another Working Group Member; or (b) an Affiliate of Ping or another Working Group Member.

1.13 "**Working Group**" means the group formed by the Working Group Members to develop a SAML conformance certification.

1.14 "**Working Group Member**" means Ping, Participant and each corporation, firm, partnership or other business entity identified on ***Attachment A***.

2. CONFORMANCE CERTIFICATION DEVELOPMENT.

2.1 Participant Cooperation. Participant agrees to cooperate in good faith with Ping and other Working Group Members to: (a) consult with Ping and other Working Group Members regarding the suitability, content, feasibility, and other aspects of the Script Pack, and if applicable, the Conformance Engine; (b) review and comment on contributions made by other Working Group Members to the Script Pack and iterations thereof developed through the Working Group's Script Pack vetting process, and if applicable, the Conformance Engine; (c) provide such other review and advisory services relating to the development of the Final Script Pack, and if applicable, the Conformance Engine, as the parties may mutually agree; and (d) otherwise perform its obligations in accordance with this Agreement.

2.2 Working Group Responsibilities. The Working Group will be responsible for the following in relation to the continued development of the Final Script Pack:

(a) agreeing upon the conformance definition to be embodied in the Final Script Pack;

(b) evaluating the Script Pack and any subsequent iterations thereof that Ping has developed to determine SAML conformance;

(c) suggesting modifications to the Script Pack and any subsequent iterations thereof;

(d) approving each iteration of the evolving Script Pack;

(e) voting on all technical and business issues requiring the decision of the Working Group;

(f) establishing criteria for the use of the Certification Mark on products and services having undergone testing through the Certification Services.

2.3 Ping Responsibilities. Ping will conduct, oversee and manage the development of the Script Pack (including its various iterations). Such development will be in accordance with a development plan maintained by Ping, as may be modified based on the activities of the Working Group and contributions of the Working Group Members. Ping will use commercially reasonable efforts to deliver iterations of the Script Pack(s) to the Working Group as called for in the development plan. Ping will have the sole responsibility for and control over the development of the Conformance Engine and the Final Script Pack based on the input provided by the Working Group.

2.4 Final Script Pack Acceptance. Upon completion of development and testing by Ping of each proposed commercial release of the Final Script Pack, Ping will submit such version of the Final Script Pack to the Working Group for final review and Acceptance by the Working Group. Each Working Group Member shall have fifteen (15) days to review the proposed Final Script Pack and provide comments notifying Ping of the manner in which the proposed Final Script Pack fails to meet the Working Group's definition of SAML compliance. If no comments are received after such review period, Ping will submit for a vote by the Working Group Acceptance of the proposed Final Script Pack in accordance with **Section 2.5** below. If comments are received within the review period, Ping will use commercially reasonable efforts to address comments provided by Working Group Members within thirty (30) days after the final review period and will thereafter provide to the Working Group a revised Script Pack for a re-examination period not to exceed fifteen (15) days. Ping will then submit for a vote by the Working Group Acceptance of the revised Final Script Pack in accordance with **Section 2.5** below.

2.5 Working Group Governance. The Working Group will meet at such times and at such locations as the Working Group Members may mutually agree. Meetings of the Working Group may be in-person or by teleconference or videoconference. All issues requiring a decision by the Working Group will be decided by a vote of the Working Group Members. Each Working Group Member will have one (1) vote in decisions before the group. Each Working Group Member will designate a primary and a secondary voting representative. As of the Effective Date, each Working Group Member's primary and secondary voting representatives

are identified on ***Attachment B***. Participant will notify Ping in the event of a change in either of Participant's voting representatives. Ping will be responsible for distributing ballots to the voting representatives of each Working Group Member; issues will be batched to the extent possible. Each Working Group Member will have five (5) business days within which to return its vote to Ping. Decisions of the Working Group will be made by simple majority. Ping may vote as a Working Group Member on any issue before the Working Group; *provided* that Ping may not cast the deciding vote on any such issue.

2.6 Addition of Working Group Members. During the term of this Agreement, certain Third Parties may request to join the Working Group. The addition of any such Third Party to the Working Group is subject to a vote by the then-current Working Group Members in accordance with **Section 2.5**. If a majority of the then-current Working Group Members vote in favor adding a Third Party to the Working Group, such Third Party may thereafter participate, subject to its execution of an agreement having terms equivalent to those of this Agreement.

2.7 Working Group Member Agreements. Ping will execute a written agreement having terms equivalent to those of this Agreement with every other individual Working Group Member identified on ***Attachment A*** and any additional Working Group Member added pursuant to **Section 2.6** above.

3. PARTICIPATION FEES. Participant will be solely responsible for any internal and out-of-pocket expenses it incurs in connection with its participation in the Working Group, except as otherwise provided under this Agreement.

4. CERTIFICATION SERVICES; PRICING. Ping makes the Certification Services generally available to all product vendors. Certification Services will be provided to Participant, other Working Group Members and Third Parties pursuant to Ping's standard services agreement, which sets forth the terms and conditions under which Ping makes the Certification Services generally available to vendors, including the terms governing the right to use the Certification Mark in connection with a software product that has been demonstrated to meet the definition of SAML compliance embodied in the Script Pack. Participant and the other Working Group Members will receive such services in accordance with the pricing terms set forth in ***Attachment D***. Certification Services for Participant products will be performed by Ping at a discounted rate as provided in ***Attachment D***.

5. INTELLECTUAL PROPERTY.

5.1 Ping Technology. All right, title and interest in and to the Conformance Engine and the Script Pack and all Intellectual Property Rights pertaining thereto existing as of the Effective Date is exclusively owned by Ping and its suppliers. All modifications, enhancements and improvements to the Conformance Engine and the Script Pack made during the term of this Agreement by Ping, its employees, consultants and independent contractors shall be owned exclusively by Ping.

5.2 Participant Contributions. Through its participation in the Working Group, Participant may make certain contributions (each, a "**Deliverable**") to the development of the Final Script Pack. For any Deliverable for which Participant desires to retain its Intellectual

Property Rights relating to such Deliverable, Participant will complete and submit a description of the Deliverable and Intellectual Property Rights substantially in the form of ***Attachment C***. All such Intellectual Property Rights shall be included within the scope of the license granted under **Section 5.3** below.

5.3 License Grant. Participant hereby grants to Ping a worldwide, perpetual, irrevocable, fully paid, non-exclusive license under Participant's interest in any of its Intellectual Property Rights relating to a Deliverable that is incorporated in whole or in part in the Conformance Engine and/or Script Pack(s), to make, use, sell, import, reproduce, display and perform (publicly or otherwise), create derivative works of, and distribute such Deliverable for the purposes of: (a) performing Ping's development activities hereunder; (b) providing Certification Services; and (c) providing services to other Third Parties relating to or using the Final Script Pack.

5.4 Technology Escrow. Ping has arranged for an escrow of the technology relating to the Certification Services, including the Conformance Engine and the Script Pack, with a recognized Third Party service provider selected by Ping. The technology escrow agreement provides for the release of the deposit materials upon the failure of Ping or its successor to make the Certification Services commercially available for any period greater than ninety (90) days. The release of the materials shall be to an independent entity mutually agreed upon by the other Working Group Members solely for the purpose of continuing the commercial availability of the Certification Services to vendors. Ping will be responsible for all costs and expenses associated with executing and maintaining the technology escrow agreement.

6. CERTIFICATION MARK.

6.1 Ownership. Ping will own all right, title and interest in and to the Certification Mark. The Certification Mark will be selected, prosecuted and maintained by Ping at its sole expense. The Certification Mark will be independent of the Ping brand. The Certification Mark selected by Ping must be approved by a majority vote of all Working Group Members. Ping may choose the countries in which to register the Certification Mark in its sole discretion.

6.2 Certification Criteria. Ping will license the Certification Mark(s) to Participant, other Working Group Members and Third Parties for use in connection with their respective products after successful completion of the Certification Services pursuant to the terms set forth in Ping's standard agreement for Certification Services. As part of the development of the Final Script Pack, the Working Group will determine the criteria that must be met by a product before such rights to use the Certification Mark are granted by Ping. Such criteria will be reflected in Ping's standard services agreement used in connection with providing the Certification Services to all software product vendors. In order to use the Certification Mark, Ping, as a Working Group Member, must certify its own products in accordance with the criteria set forth in Ping's standard agreement for Certification Services. Ping's test results, in report form, will be made available within fifteen (15) days to any other Working Group Member upon request written request.

6.3 Continuing Rights. In the event of failure by Ping or its successor to make the Certification Services commercially available for any period greater than ninety (90) days, Ping

shall grant to an independent entity mutually agreed upon by the other Working Group Members the right to use the Certification Mark and grant rights to certified vendors to use the Certification Mark, solely in connection with continuing the commercial availability of the Certification Services to vendors.

6.4 Trademark Infringement Claims. Ping will defend, at its own expense, any action against Participant brought by a Third Party to the extent that the action is based upon a claim that the Certification Mark infringes such Third Party's trademark, and Ping will pay those costs and damages finally awarded against Participant in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Participant: (a) promptly notifying Ping in writing of such action; (b) giving Ping sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Ping's request and expense, assisting in such defense. If the Certification Mark becomes, or in Ping's opinion is likely to become, the subject of an infringement claim, Ping may, at its option and expense, either (i) procure for Participant the right to continue using the Certification Mark; (ii) replace or modify the Certification Mark so that it becomes non-infringing; or (iii) if the foregoing are not reasonably feasible, terminate Participant's right to use the Certification Mark upon written notice to Participant. Notwithstanding the foregoing, Ping will have no obligation under this **Section 6.4** or otherwise with respect to any infringement claim based upon: (1) any use of the Certification Mark not in accordance with the license grant; (2) any use of the Certification Mark in combination with marks not supplied by Ping if such infringement would have been avoided without the combination with such other mark; or (3) any use of the Certification Mark not in accordance with any trademark usage guidelines provided by Ping. THIS **SECTION 6.4** STATES PING'S ENTIRE LIABILITY AND PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS OR ACTIONS.

7. PUBLICITY.

7.1 Announcement of Participant Joining Working Group. Within thirty (30) days of the Effective Date, the Working Group Members will issue a mutually agreed upon joint press release announcing the addition of Participant to the Working Group.

7.2 Certification Website. Ping hosts a website where the Certification Mark, certification categories (and descriptions) and actual certifications issued to Third Parties are publicly displayed, at no additional cost to such Third Parties. Participant may elect to have its products that have received certification identified on the certification website, at no additional cost. The certification website is a stand-alone website independent of Ping's corporate website.

7.3 Other Public Disclosures. Except as otherwise provided in this **Section 7**, neither Ping nor Participant will issue any statement to the public regarding this Agreement, subject in each case to disclosure otherwise required by law or regulation as determined in good faith by each party. Notwithstanding the foregoing, each party shall have the right to publicly disclose information regarding this Agreement or the parties' activities hereunder, to the extent such information has already been made publicly available in a manner consistent with this **Section 7**.

8. CONFIDENTIALITY.

8.1 Confidential Information. Each party acknowledges that during the performance of this Agreement, each party will have access to certain of the other party's Confidential Information or Confidential Information of other Working Group Members that the parties are required to maintain as confidential. Each party agrees that all items of Confidential Information are proprietary to the disclosing party or such other Working Group Member, as the case may be, and shall remain the sole property of the disclosing party or such other Working Group Member.

8.2 Confidentiality Obligations. A party receiving Confidential Information pursuant to this Agreement will: (a) maintain all Confidential Information in confidence and protect the Confidential Information from dissemination to, and use by, any Third Party; (b) use the Confidential Information only for the purposes of performing its obligations under this Agreement; (c) reproduce the Confidential Information only to the extent necessary to perform its obligations hereunder; and (d) restrict disclosure of the Confidential Information to its employees, agents, consultants and independent contractors who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

8.3 Exceptions. The obligations of **Section 8.1** shall not apply to Confidential Information to the extent that the recipient can document that such information: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (e) is independently developed by the recipient without reference to the Confidential Information. For avoidance of doubt, any testing results obtained pursuant to the Certification Services by individual Working Group Members and disclosed to other Working Group Members under this Agreement shall be considered Confidential Information only until such time as such information is disclosed on the website to be developed and hosted by Ping pursuant to **Section 7.3**.

8.4 Authorized Disclosures. Each party may disclose Confidential Information without breach of this Agreement to the limited extent required: (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; *provided* that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

9. WARRANTIES.

9.1 Representations and Warranties. Each party represents and warrants to the other that (a) it has performed all corporate actions and received all corporate authorizations necessary to execute and deliver this Agreement and perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any other contract,

obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

9.2 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, ANY AND ALL OTHER EQUIPMENT, MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY A PARTY ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

10. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES AWARDED IN CONNECTION WITH A BREACH OF **SECTION 8** (CONFIDENTIALITY) OR IN CONNECTION WITH PING'S INDEMNIFCATION OBLIGATION UNDER **SECTION 6.4**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. TERM AND TERMINATION.

11.1 Term. This Agreement will become effective upon the Effective Date and will have an initial term equal one (1) year, unless earlier terminated in accordance with this **Section 11**. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless Participant gives notice of its intention not to renew to Ping at least thirty (30) days prior to the conclusion of the then-current term.

11.2 Termination for Convenience. Participant may terminate this Agreement upon sixty (60) days prior written notice to Ping.

11.3 Termination for Breach. Either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Federation Participant) within thirty (30) days after receiving written notice thereof.

11.4 Termination for Bankruptcy. Either party may terminate this Agreement immediately upon written notice after the other party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other party, which proceeding or petition has not been dismissed, vacated, or stayed within sixty (60) days.

11.5 Effect of Termination. Upon any termination of this Agreement, each party will: (a) immediately discontinue all use of the other party's Confidential Information; (b) delete the other party's Confidential Information from its computer storage or any other media; (c) return to

the other party or, at the other party's option, destroy, all copies of such other party's Confidential Information then in its possession and certify, in writing, that such destruction has taken place; and (d) promptly pay all amounts due and remaining payable hereunder. If Participant terminates this Agreement pursuant to **Section 11.2** prior to Acceptance, Ping shall be under no obligation to provide the Certification Service to Participant under the terms set forth in **Section 4**.

11.6 Survival. The provisions of Sections 5, 6.1, 6.4, 8, 9.2, 10, 11.6 and 12 as well as Participant's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

12. GENERAL PROVISIONS.

12.1 Entire Agreement. This Agreement, including the Exhibits hereto, which are hereby incorporated into and made a part of this Agreement, constitutes the final, complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes any previous proposals, negotiations, agreements, letters of intent, arrangements or warranties, whether oral or written, made between the parties with respect to such subject matter. This Agreement may be modified only by mutual agreement in writing of the authorized representatives of the parties. Without limitation of the generality of the foregoing, nothing in any "click wrap," "shrink wrap" or other agreement will limit or condition the licenses or rights granted to Ping with respect to the subject matter of this Agreement.

12.2 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the parties.

12.3 Governing Law. This Agreement and the rights and obligations of each party will be construed in accordance with, and will be governed by, the laws of state of Massachusetts, without giving effect to its rules regarding conflicts of laws.

12.4 Assignment. This Agreement may be assigned or transferred by either party to any successor by merger, purchaser or other transferee of all or substantially all of its business or that portion of its business to which this Agreement relates, or other form of corporate reorganization; *provided* that the successor agrees in writing to be bound by the terms and conditions of this Agreement. If Ping is acquired pursuant to a transaction described in the foregoing sentence and the acquiring entity continues to make the Certification Services commercially available, then Participant may continue to obtain Certification Services at the discounted pricing set forth in ***Attachment D*** for a period of no less than twelve (12) months after the closing date of the acquisition. Except as set forth above, neither party may assign any rights or delegate any duties under this Agreement in whole or in part without the other party's prior written consent (such consent not to be unreasonably withheld), and any such attempted assignment shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the parties, their successors, and permitted assigns.

12.5 Force Majeure. Each party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, blackout,

telecommunications or network failure, insurrection or riot or other causes beyond the reasonable control of such party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.6 Independent Contractors. The relationship of Ping and Participant established by this Agreement is that of independent contractors. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer-employee relationship between the parties. Neither party has the authority to assume or create any obligation, express or implied, on behalf of the other for any purpose whatsoever. This Agreement does not give either party the power to direct and control the day to day activities of the other.

12.7 Notices. All notices, requests and other communications under this Agreement must be in writing and delivered by hand, recognized overnight carrier, certified mail (return receipt requested), or fax (provided that a hard copy of the facsimile transmission is mailed within three (3) days after transmission). Notices will be deemed effective one (1) business day after being sent by a recognized overnight courier, three (3) business days after dispatch if by certified mail, and one (1) business day after confirmation of receipt of fax. All notices must be sent to the following addresses, or to such other address that the receiving party may have provided for the purpose of notice in accordance with this **Section 12.7**:

If to Ping:

Ping Identity Corporation
1099 18th Street, Suite 2950
Denver, Colorado, 80202
Attn:
Fax:

If to Participant:

Company:
Address:
City:
Attn:
Fax:

12.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way, and the parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

12.9 No Waiver. No term or provisions hereof will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

12.10 Construction. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement. The term "including" means "including without limitation" and the term "discretion" means "sole discretion."

12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

PING IDENTITY CORPORATION	**[PARTICIPANT]**
By: _____	By: _____
Name: **FRANK CARDELLO**	Name: _____
Title: **VICE PRESIDENT**	Title: _____
Date:	Date: _____

ATTACHMENT A

WORKING GROUP MEMBERS

ATTACHMENT B

WORKING GROUP CONTACT INFORMATION

ATTACHMENT C

DELIVERABLE IDENTIFICATION FORM

ATTACHMENT D

TERMS OF SERVICE

Conformance Services will be offered by Ping to Working Group Members and other Third Parties that desire to either utilize the service for internal testing during their development cycles and/or attain the Certification Mark.

Services will likely include two different types of interactions with Ping:

1. "Dry Run" Service Testing *or* QA Services. Performed online, this testing service will provide Working Group Members with feedback that can be incorporated into products either as part of a Working Group Member QA cycle or prior to final testing to receive the Certification Mark.

2. Services to attain the Certification Mark. Must be performed in the presence of a Ping Conformance Engineer. Ping's preference is to have such services provided at Ping's offices. A Working Group Member may have the testing performed onsite; however, additional fees will be incurred by the Working Group Member if this option is elected (see below).

As long as the Participant is active as a Working Group Member, costs incurred by Working Group Members will not exceed $_____ per day for either Dry Run Testing or attainment of the Certification Mark (there are no partial days). In the event that a Working Group Member elects to have Certification Services performed onsite, an additional two days _____ to account for travel to and from the site will be charged to the Working Group Member as well as actual T/E costs, as incurred.

Conditions above, as well as other provisions including but not limited to: Certification Mark usage guidelines will be detailed in a Service Agreement to be executed by each Working Group Member and Third Party wishing to purchase Ping's Certification Services.