[PASS FEDERATION CERTIFIED™] CERTIFICATION SERVICES AGREEMENT

THIS [PASS FEDERATION CERTIFIED™] CERTIFICATION SERVICES AGREEMENT ("**Agreement**") is made as of _____, 200__ (the "Effective Date") by and between **PING IDENTITY CORPORATION**, a Delaware corporation with its principal place of business at 1400 16th Street, Suite 220, Denver, Colorado, 80202 ("**Ping**"), and the party identified below ("**Vendor**").

Vendor Contact Information:

Company Name:_____ Contact: _____

_____ Title: _____

Address: _____ Phone: _____

_____ Fax: _____

_____ E-Mail: _____

Through an initiative with other companies, Ping has established a consensus-based testing protocol for determining the conformance of software products to the Security Assertion Markup Language specification version 1.1. Testing against the protocol can be used by vendors as a QA tool during product development, and in addition, determining compliance with the protocol allows product vendors to increase the likelihood of interoperability with other compliant products. Vendor desires to have one or more of its software products tested against Ping's conformance tool as part of Vendor's product development efforts and/or to obtain certification of such compliance.

This Agreement sets forth the terms and conditions under which Ping will provide the Services to Vendor, and in the event of successful validation, grant Vendor the rights to use Ping's certification trademark in connection with Vendor's software product.

1. DEFINITIONS

1.1 "**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.

1.2 "**Mark**" means Ping's trademark "[PASS Federation Certified™]."

1.3 "**[Pass™] Certified**" means that the software product designated in Attachment 1 meets Ping's specifications for conformance to the federation protocol SAML 1.1.

1.4 "**SAML**" means the Security Assertion Markup Language [v1.1] specification as published by the Organization for the Advancement of Structured Information Standards (OASIS).

1.5 "**SAML Certification Criteria**" means the testing criteria established by the Working Group for defining whether a software product is SAML compliant.

1.6 **"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.

1.7 "**Service Order**" means the order document in the form attached hereto as ***Attachment 1***, identifying the Software to be tested, the level of Services to be provided and the related fees. The parties may issue multiple Service Orders under this Agreement, each of which shall be incorporated into and made a part of this Agreement upon execution by the parties.

1.8 "**Services**" means the services to be provided by Ping to Vendor hereunder to determine the conformance of the Software to the SAML 1.1 Certification Criteria, as further detailed in any Service Order issued hereunder.

1.9 "**Software**" means the Vendor software product identified in a Service Order.

1.10 **"Working Group"** means the group of companies that develop a SAML 1.1 conformance certification service.

2. SERVICES. Ping will provide to Vendor the Services identified in each Service Order executed during the term of this Agreement, in accordance with the terms provided therein. Services requested for QA testing purposes will be provided on an interactive basis remotely through Ping's website at http://www.pingdeploy.com. Services requested to achieve the Pass Certified designation for the Software will be provided on-site at Ping's facilities, or at Vendor's election and with additional fees, on-site at Vendor's facility. To the extent necessary to provide the Services, Vendor hereby grants to Ping during the term of this Agreement, a non-exclusive, non-transferable license (without the right to grant sublicenses) to reproduce, display, perform and use the

computer executable object code of the Software solely for the purposes of performing the Services. Vendor reserves all rights not expressly granted to Ping hereunder and Ping shall not use or copy the Software except as expressly permitted under this **Section 2.**

3. ISSUE RESOLUTION PROCESS

In order for Ping to perform conformance testing, an interpretation of the specification, (called the Script Pack), was agreed upon by the Working Group. It is understood that, at times, this Script Pack may be refined as Vendors test their products – due to potential divergent interpretations of the specifications between the Vendor implementation under test and the Script Pack.

Upon the completion of testing services Ping will review findings with the Vendor. If upon completion of the review, there is disagreement between the Vendor interpretation of the specification and the Script Pack, Ping will work with the customer to document the difference in interpretation. If the Vendor believes their interpretation is correct, then the dispute must be decided by the Working Group. If requested by the vendor, a Ping Identity representative will present the alternative interpretation in a meeting of the Working Group members, without disclosing the name of the Vendor in order to protect Vendor confidentiality.

Once the Vendor's interpretation is well understood by the WG, the issue is put to vote via a mailing list. Discussion will be had on the list, and then there will be a vote typically within two weeks. Each organization that is a member of the Working Group has one vote, and simple majority wins. If the testing organization is determined to be correct, the conformance engine and script pack will be updated to reflect the new interpretation. If the Vendor interpretation is determined to be incorrect, then the conformance engine and script pack will remain unchanged (with respect to this issue) and the testing organization is required to modify their implementation to attain the PASS Certification Mark.

4. FEES AND PAYMENT TERMS

4.1 Services Fees. Vendor will pay to Ping the fees set forth in the applicable Services Order. Unless otherwise expressly provided in an applicable Services Order, all amounts will be due within thirty (30) days after the date of Ping's invoice. All payments must be made in U.S. dollars and will be non-refundable. Any amounts not paid when due will accrue interest at the lesser of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law from the due date until paid.

4.2 Taxes. All fees payable under this Agreement exclude any applicable sales, use, value-added and other taxes, fees, duties and similar charges, and Vendor shall be responsible for all such taxes (other than taxes based on Ping's income), fees, duties, and charges. When applicable, Ping may include any taxes that it is required to collect as a separate line item on an invoice.

5. CERTIFICATION; REPORTING.

The Software will be tested for conformance against the profiles of the SAML Conformance Profiles designated in the applicable Service Order. In order to achieve certification, the Software must conform to the certification criteria defined for each profile designated for testing. Applications often do not require all the features within a specification. It is also possible that implementations may not be able to implement all the features. In these cases, it may be desirable to partition the specifications into subsets of functionality. A Conformance Profile is a subset of the overall specifications that includes all of the functionality necessary to satisfy the requirements of a particular community of users.

Following completion of the testing, Ping shall generate and provide to Vendor a report substantially in the form attached to this Agreement as ***Attachment 2***, from which Vendor can determine the Software's conformance to the SAML Certification Criteria. The report will indicate a pass/fail test result. If the Software receives a passing score it will be deemed to be Pass™ Certified.

6. TRADEMARK LICENSE

6.1 License Grant. Subject to the Software having been determined to be Pass™ Certified pursuant to **Section 4** and on the further condition that the Software be made generally available no later than ninety (90) days following receipt of the Pass™ Certified designation and upon full payment to Ping for testing services provided, Ping hereby grants to Vendor a non-exclusive, non-transferable, worldwide license to use the Mark in connection with Vendor's marketing materials, product packaging and website to promote the Software that has been determined Pass™ Certified. Vendor shall comply with Ping's trademark and logo usage guidelines, which are available at [website URL - TBD]. Vendor acknowledges that the Mark and all right, title and interest therein and goodwill pertaining thereto belong exclusively to Ping, that all use of the Mark inures to the benefit of Ping, that nothing in this Agreement gives Vendor any right, title or interest in the Mark other than as expressly provided in this Agreement

6.2 Restrictions. Vendor shall not: (a) promote or advertise that the Software is Pass™ Certified until Ping certifies the Software as provided herein; (b) use any Mark in connection with any business other than promoting and marketing of a certified Software product; (c) use any Mark as part of its Software name or service offering; (d) register in its own name the Mark in any form; or (e) use any mark that is similar to or is likely to be confused with the Mark.

6.3 Marketing. Following the Software achieving the Pass™ Certified designation: (a) Ping shall

identify and reference Vendor as a Pass™ Certified vendor on a PASS Certified website hosted by Ping; (b) Vendor shall create a link on its website to the appropriate page of Ping's website and Vendor may promote the certification on its website and in marketing collateral relating to the Software. Each party shall obtain consent from the other prior to issuing any news or press releases relating to the subject of this Agreement.

6.4 Duration. Vendor shall have the right to use the Mark as provided in this **Section 5** until such time as the version of the Software having been determined Pass™ Certified is no longer generally available or is superceded by a subsequent major release, whichever occurs first. Specifically, conformance is tied to specific versions of the specification and specific (major) versions of the vendor's implementation. The license agreement carries the obligation to repair product defects in a timely manner. Retesting for updated versions of a vendor's implementation is optional for minor versions (x.1, x.2, etc.) and mandatory for major revisions 1.x, 2.x, etc. That is, once validated, a vendor may continue using the logo with Product Version(s) 1.x for as long as that product is available for sale. But the vendor must re-test Product Version 2.0 in order to use the logo with this new major release.

7. TERM; TERMINATION

7.1 Term. This Agreement shall take effect on the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for subsequent one-year terms, unless notice of termination is give by either party at least thirty (30) days prior to the end of the then-current term.

7.2 Termination.

(a) Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

(b) Either party may, by written notice to the other party, terminate this Agreement: (i) if the other party materially breaches this Agreement and does not cure such breach within fifteen (15) calendar days after receipt of notice of such breach; or (ii) after thirty (30) days following the failure to resolve the suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against the other party, appointment of a trustee or receiver for the other party's property or business, or any assignment, reorganization or arrangement by the other party for the benefit of its creditors; or (iii) immediately upon breach by the other party of **Section 5.2** or **Section 7**.

7.3 Consequences of Termination. Termination of this Agreement will not relieve Vendor of its obligation to pay all fees accrued as of the date of such termination. Upon termination of this Agreement for any reason Ping will promptly discontinue all use of the Software, permanently erase all copies of the Software from Ping's computers and return to Vendor, or at Vendor's request destroy, all copies of the Software on tangible media in Ping's possession or control. Following termination of this Agreement, each party shall promptly return to the other party any Confidential Information of the other party in its possession or control. The following Sections shall survive termination of this Agreement: Sections 2.2, 5 (in accordance with its terms, but only if termination is not based on Vendor's breach of Section 5), 6.3, 7, 8 and 9.

8. CONFIDENTIALITY.

Each party agrees to maintain any proprietary or confidential information ("**Confidential Information**") received from the other party in confidence and not to disclose any such Confidential Information to any third party without prior written approval of the disclosing party or use such Confidential Information for any purpose not contemplated by this Agreement. The foregoing restrictions shall not apply to any information for which the receiving party can document: (i) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (ii) is disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the receiving party has become, generally available to the public; or (iv) is independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information of the other party to the extent required by applicable law or regulation; provided that the party required to make such disclosure gives the other party prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment.

9. LIMITATION OF RECORDS.

Ping will hold test results for a period of 5 years after which all such material will be destroyed. Such records shall consist of the following: test configuration, log output and copy of written report and related materials.

10. WARRANTY; LIMITATION OF LIABILITY

10.1 Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS IS" AND PING DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10.2 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTION 5 OR 7, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. PING'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO PING UNDER

THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

11. GENERAL. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof. No provision of this Agreement will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Colorado, and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement without consent to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

IN WITNESS WHEREOF, the parties by their authorized representatives have entered into this Agreement as of the Effective Date.

PING IDENTITY CORPORATION	**VENDOR:** _____
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT 1

SERVICE ORDER

THIS SERVICE ORDER (the "**Service Order**") references and is executed subject to and made a part of the terms and conditions of the PASS™ Certification Services Agreement ("**Agreement**"), dated _____ ___, 200__, by and between Ping Identity Corporation ("**Ping**") and _____ ("**Vendor**").

1. Vendor Software: (provide description below)

Product Name:

Major/Minor Version Number:

2. Scope of Services:

☐ "Dry Run" Service Testing or QA Services. Performed online, this testing service will provide Vendor with feedback that can be incorporated into its tested Software either as part of Vendor's QA cycle or prior to final testing to receive the Pass™ Certified designation.

☐ "Certification" Services. Testing to receive the Pass™ Certified designation from Ping. Must be performed in the presence of a Ping Conformance Engineer.

Location:

- ☐ To be performed at Ping offices, Denver, Colorado
- ☐ To be performed at Vendor location (requires additional fees, see below)

3. Testing/Certification Levels:

- ☐ All SOAP Bindings and SSO Profiles
  - ☐ All SSO Profiles
    - ☐ Browser Artifact Profile Producer
    - ☐ Browser Artifact Profile Consumer
    - ☐ Browser Post Profile Producer
    - ☐ Browser Post Profile Consumer
  - ☐ All SOAP Binding Responders
    - ☐ SOAP Binding Authentication Responder
    - ☐ SOAP Binding Authorization Responder
    - ☐ SOAP Binding Attribute Responder

4. Fees:

- ☐ "Dry Run" Services. _____ days @ $$3,000 per day. Total: _____
- ☐ "Certification" Services:
  - ☐ Ping Facility: _____ days @ $3,000 per day. Total: _____
  - ☐ Vendor Facility: _____ days @ $3,000 per day. Total: _____ (plus out-of-pocket for travel, lodging and meals as incurred, to be invoiced)
- ☐ PASS Certification Fee $5000

5. Requested Dates:

From: _____ to _____
Date Date

ATTACHMENT 2

FORM OF REPORT

Conformance Certification Report

On-Site Conformance Test Report

Conformance Based Interoperability Test (CBIT) Applicant:
Implementation Under Test:
Version:

Protocol: SAML 1.1
Date(s) of Event:
Participants:

Final Conformance Based Interoperability Test Score: Pass/Fail

Summary of Final Test Results

	Positive Testing		Negative Testing	
	Consumer	Producer	Consumer	Producer
SOAP over HTTP protocol Bindings				
Authentication				
Attribute				
Authorization Decision				
Assertion ID Reference				
Browser/Artifact Profile				
Browser/POST Profile				

Negative Test Results (This section is only provided if any one of the Negative Tests above specified "Fail")

	Consumer											Producer										
	11	12	13	14	20	30	31	42	43	50	51	11	12	13	14	20	30	31	42	43	50	51
SOAP over HTTP protocol Bindings																						
Authentication																						
Attribute																						
Authorization Decision																						
Assertion ID Reference																						
Browser/Artifact Profile																						
Browser/POST Profile																						

Invalid Messages: Well Formed XML, but not compliant with schema

11 – Tag misspelling in template and data file

12 – Tag misspelling in template file, no change in data file

13 – Tag misspelling in data file, no change in template file

14 – Template file not conformant with schema, no change in data file

Poorly Formed XML

20 – Invalid Messages: Poorly-Formed XML and not compliant with schema

Errant Data

30 – Errant Data populated in the Template Files, no change in the data file

31 – Errant Data – Generate an invalid Signature

Boundary Conditions

42 – Message length longer than allowed by specification

43 – MaxOccurs more than allowed by specification

50 – Artifact Value longer than allowed by specification

51 – Artifact Value shorter than allowed by specification

Background and Configuration

Description of Test Environment
- Client/server
- High-level network configuration – include network diagram
- Software installations/configurations
  - JBoss
  - Tomcat
  - Version of Conformance Engine Used
  - Version and Protocol of Script Pack Used

Test Article Configuration Parameters
- As defined in the pre-meeting documentation exchanged with CBIT Applicant
- Modifications based on on-site configuration changes at time of Event
- Configuration Items/Issues specific to this Event

Conformance Engine Configuration Parameters
- As defined in the pre-meeting documentation exchanged with CBIT Applicant
- Modifications based on on-site configuration changes at time of Event
- Configuration Items/Issues specific to this Event

Detail of Final Test Results

Organization of detailed test results will be as follows:
- By Test Plan
  - Positive Test
  - All Negative Tests

For each test plan executed, the following format will be used:

Test Plan Name:
Description:
Test Plan Type: Positive or Negative
Test Frequency: Single, Multiple or Both
Result: Pass or Fail

Analysis

If Result is Fail, provide analysis, log file details, and possible causes of Failure.
If Result is Pass, no analysis is necessary.

Test Plan File: .jmx file
Data File: data file
Template File: template file
Logs and Console Output Files:
- JMeter Console Output:
- Server Console Output:
- JMeter Log:
- Conformance Engine Log:
- Test Article Log:

Conclusion

The information contained within this report reflects the tests selected by the Conformance Based Interoperability Test (CBIT) Applicant and executed during the event indicated above. The results included in this report are accurate and provide the basis for which to offer a CBIT score, for those tests that were executed, as indicated. The CBIT score does NOT provide the CBIT applicant the ability to claim their Implementation Under Test (IUT)/Application is “certified for conformance” based on the Protocol specifications. However, the CBIT Score does allow the CBIT application to claim their IUT/Application is “Conformance Based Interoperability Testing compliant” as defined by the SAML 1.1 Conformance Working Group.

NOTE: To be refined further after the Governance Meeting(s).

_____ _____
Conformance Engineer Date