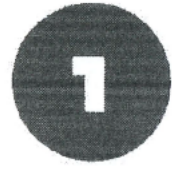


CONFIDENTIAL QUOTE

Customer: Texas A&M University at Qatar
Attention: Thomas Mather
 thomas.mather@qatar.tamu.edu
Email: thomas.mather@qatar.tamu.edu
Phone: + 974 4423 0153
Address: Education City Doha
 PO Box 23874 Qatar

OneLogin, Inc.
 848 Battery Street
 San Francisco, CA 94111



Today's Date: May 20, 2019
Quote Expires: June 16, 2019

Wiring Instructions

Bank Of America
 ABA Routing #: 026009593
 Account #: 1416108755

SWIFT: BOFAUS3N
 ACH: 121000358

Billing Schedule: Annually
Payment Type: Invoice
Payment Terms: Net 30

Subscription Start Date: June 21, 2019
Subscription End Date: June 20, 2022

Description-Product	OneLogin Mfr. Part #	Quantity	OneLogin List Price (Per License)	Negotiated Annual Sale Price (Per License)	Customer Annual Cost (Total)
Renewal Service Agreement					
User Licenses (Internal)					
Unlimited-IAM SSO 2F+Prvsing	UNL-IAM-SSO-MFA	1,500	\$96.00	\$20.50	\$30,742.95
Total Licenses/Services:		1,500	\$144,000.00		\$30,742.95
Support					
Premium Support-24/7-w/ SLAs	SPRT-PREM-24-7-SLA	1	\$0.00		\$0.00

Totals:	User License Quantity	OneLogin List Cost	Customer Cost
1st Year Invoice	1,500	\$144,000.00	\$30,742.95
2nd Year Invoice	1,500	\$144,000.00	\$30,742.95
3rd Year Invoice	1,500	\$144,000.00	\$30,742.95

Notes:
 -This quote is subject to the Service Subscription Agreement between Texas A&M University at Qatar and OneLogin, Inc. dated ~~June 21, 2016~~ negotiated and executed _____
 -In the event that OneLogin signs and returns an acknowledgement copy of a Subscriber purchase order or is submitting a bid that includes standard terms and conditions, the parties agree that OneLogin's signature thereon or agreement to such in Subscriber's electronic system is being provided solely as an accommodation to Subscriber for Subscriber's internal purposes and does not signify OneLogin's agreement to any terms or conditions contained therein which vary, conflict with, or impose additional obligations to the provisions set forth in the Subscription Services Agreement between the parties.
 -If the number of User Licenses used by Customer exceeds the User Licenses subscribed to by Customer for the Subscription Term, then OneLogin shall invoice Customer for the excess Users based on a current active subscription rate and pro-rated to the remaining term of the current active subscription. Additional User Licenses can be added in groups of 50 at \$20.50 per user per year through the length of the 2019 renewal agreement

By signing below Texas A&M University at Qatar has agreed to the terms as detailed above

Name (Printed): ROBERT C. BOUNDS
Title: DIRECTOR, PROCUREMENT SERVICES
Signature: _____
Date: 20 Jun 2019

ADDENDUM
By and Between
OneLogin
&
Texas A&M University

This addendum (“Addendum”) amends and supplements the Service Subscription Agreement (“Agreement”) between OneLogin (“OneLogin”), and Texas A&M University at Qatar, a member of The Texas A&M University System, an agency of the State of Texas (“Subscriber” or “TAMU”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. In section 2.1 the following is added: “OneLogin acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMU’s written request, OneLogin will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access. OneLogin acknowledges that TAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.”
3. In section 3.1 the following is added: “Payment from TAMU will be due thirty (30) days from the date TAMU receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. As an agency of the State of Texas, TAMU is tax exempt.”
4. ~~In section 6.1, the following is added: “The Texas Attorney General controls defense on behalf of Subscriber. Authority must come from the Texas Attorney General to grant sole authority for One Login to defend or settle a claim.”~~ TAMU agrees to section 6.1 to the extent permitted by law.
5. TAMU agrees to section 7 to the extent permitted by the Constitution and laws of the State of Texas.
6. Section 8.6 is deleted in its entirety and replaced with the following: “The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas.”
7. The following language is incorporated into the Agreement:

State Contracting Requirements:

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the OneLogin or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, OneLogin agrees that any payments owing to OneLogin under this Agreement may be applied directly toward certain debts or delinquencies that OneLogin owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the OneLogin certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and OneLogin to attempt to resolve any claim for breach of contract made by OneLogin that cannot be resolved in the ordinary course of business. OneLogin shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine OneLogin’s claim and any counterclaim and negotiate with OneLogin in an effort to resolve the claim.

Access by Individuals with Disabilities

OneLogin represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent OneLogin becomes aware that the EIRs, or any portion thereof, do not comply then OneLogin represents and warrants that it will, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Franchise Tax Certification. If OneLogin is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then OneLogin certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that OneLogin is exempt from the payment of franchise (margin) taxes.

Products and Materials Produced in Texas. OneLogin agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, OneLogin will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

Loss of Funding. Performance by TAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, TAMU will issue written notice to OneLogin and TAMU may terminate this Agreement without further duty or obligation hereunder. OneLogin acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor’s Office. OneLogin understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. OneLogin agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. OneLogin will include this provision in all contracts with permitted subcontractors.

Non-Waiver. OneLogin expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

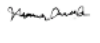
OneLogin Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, OneLogin certifies OneLogin (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. OneLogin acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.


OneLogin Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, OneLogin certifies OneLogin (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. OneLogin acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Conflict of Interest. By executing and/or accepting this Agreement, OneLogin and each person signing on behalf of OneLogin certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. TAMU and OneLogin can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed to the contact information provided on attached quote sheet.

ACCEPTED & AGREED:

OneLogin signed by:

 806229674459473...
 Signature
Maureen Arriola **Controller**
 Name & Title
 6/25/2019
 Date

Texas A&M University /

 Signature
ROBERT C. BOUNDS
DIRECTOR, PROCUREMENT SERVICES
 Name & Title
 20 Jun 2019
 Date

OneLogin Service Subscription Agreement

This Service Subscription Agreement ("**Agreement**") is made and entered into as of June 21, 2016 ("**Effective Date**"), between OneLogin, Inc. ("**OneLogin**") and Texas A&M University Qatar ("**Subscriber**"). This Agreement sets forth the terms pursuant to which Subscriber will be permitted to use certain of OneLogin's web-based services. The parties agree as follows:

1. USE OF THE ONELOGIN SERVICES

1.1 Use of the OneLogin Services. Subject to the terms and conditions of this Agreement, OneLogin grants to Subscriber a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 8.2) right during the Term (as defined in Exhibit A) to use the OneLogin Services (as defined in Exhibit A) solely in connection with Subscriber's internal business operations. OneLogin reserves the right to modify or discontinue the OneLogin Services, any plan or any feature or functionality thereof at any time, but for discontinuation OneLogin will provide 30 days prior notice to Subscriber.

1.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, OneLogin grants to Subscriber a limited, worldwide, non-exclusive, non-sublicenseable, non-transferable (except as permitted in Section 8.2) license during the Term to reproduce, without modification, and internally use a reasonable number of copies of the OneLogin-provided user documentation relating to the OneLogin Services (e.g., user manuals, on-line help files) ("Documentation") solely in connection with use of the OneLogin Services in connection with Subscriber's internal business operations.

1.3 Technical Support Services. Except for services defined in Exhibit A, for so long as Subscriber is current with its payment of the fees specified in Exhibit A, OneLogin will use reasonable efforts to provide a OneLogin Services administrator designated by Subscriber with technical support services relating to the OneLogin Services by phone and email from (a) 6am-5pm Pacific Standard Time, Monday through Friday, excluding holidays, or (b) if Subscriber's administrator is located in Europe or the Middle-East, from 8am-5pm GMT Monday through Friday, excluding holidays.

1.4 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly required by applicable law, Subscriber will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties (other than designated users as described in Exhibit A) to use the OneLogin Services or Documentation; (b) use the OneLogin Services to provide services to third parties (e.g., as a service bureau); (c) breach, circumvent, tamper with or disable any security or other technological features or measures of the OneLogin Services; (d) attempt to probe, scan or test the vulnerability of any systems related to the OneLogin Services, including penetration or load tests; or (e) reverse engineer, modify, adapt, hack or otherwise attempt to discover the underlying structure, technology or algorithms of the OneLogin Services. Subscriber is responsible for all activity that occurs under its OneLogin Services account(s).

1.5 Compliance with Laws. Subscriber will use the OneLogin Services and Documentation in compliance with all applicable laws and regulations. OneLogin will comply with all applicable laws and regulations in its performance of this Agreement.

1.6 Protection against Unauthorized Use. Subscriber shall be responsible for maintaining the security of its equipment and OneLogin Services account access passwords, and will use reasonable efforts to prevent any unauthorized use of the OneLogin Services and Documentation and immediately notify OneLogin in writing of any unauthorized use that comes to Subscriber's attention. If there is unauthorized use by anyone who obtained access to the OneLogin Services directly or indirectly through Subscriber, Subscriber will take all steps reasonably necessary to terminate the unauthorized use. Subscriber will cooperate and assist with any actions taken by OneLogin to prevent or terminate unauthorized use of the OneLogin Services or Documentation.

1.7 Reservation of Rights. OneLogin reserves to itself all rights in and to the OneLogin Services and Documentation not expressly granted to Subscriber under this Agreement.

2. CONFIDENTIALITY

2.1 Confidentiality. In connection with the provision of the OneLogin Services, each party will have access to certain non-public information provided by and regarding the other party that is marked or otherwise should reasonably be understood to be treated as confidential ("Confidential Information") including, for Subscriber, its user email addresses, user names and passwords. Except as otherwise permitted by this Agreement or as reasonably required for OneLogin to provide the OneLogin Services, each party shall keep confidential and not intentionally disclose to any third party (other than its directors, officers, employees, agents and representatives on a need-to-know basis) or use any Confidential Information of the other party; provided, however, that neither party shall be prohibited from disclosing or using Confidential Information that: (i) is publicly available or becomes publicly available through no act or omission of the receiving party, (ii) is or has been disclosed to such party by a third party who is not under an obligation of confidentiality with respect thereto, (iii) is or has been independently developed by such party, without use or reference to the other party's Confidential Information, or (iv) must be used or disclosed under court order or applicable law, provided such use or disclosure is to the minimum extent required by such court order or applicable law. If legally permissible, the receiving party shall promptly notify the disclosing party of any pending disclosure of the disclosing party's Confidential Information that may be so required and consult with the disclosing party prior to such disclosure as to the advisability

of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. OneLogin will operate the OneLogin Services using reputable third party web service providers, co-location facilities and the like.

2.2 Feedback. If Subscriber provides any feedback to OneLogin concerning the functionality or performance of the OneLogin Services (including identifying potential errors and improvements), Subscriber hereby assigns to OneLogin all right, title, and interest in and to the feedback, and OneLogin is free to use the feedback without payment or restriction. However, in connection with its use of feedback, OneLogin will not disclose any information that identifies Subscriber or any of its users to any third party, and will not use Subscriber's trademarks and logos without Subscriber's prior written consent.

3. FEES AND PAYMENT

3.1 Fees and Payment Terms. Subscriber will pay OneLogin the fees specified in Exhibit A. Subscriber will pay all amounts due within 15 days of receipt of the applicable invoice, unless otherwise set forth in Exhibit A. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Any payment not received from the Subscriber by the due date shall accrue interest at a rate equal to the lower of 1.5% per month or the maximum rate permitted by law on the outstanding balance. Subscriber will be responsible for all taxes associated with the OneLogin Services, other than U.S. taxes based on OneLogin's net income. All fees are non-refundable, except only if Subscriber terminates this Agreement under Section 4, in which case Subscriber will receive a pro-rata refund of prepaid but unused fees.

4. TERM AND TERMINATION

4.1 Term. This Agreement will commence upon the Effective Date and continue for the Term, unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

4.2 Termination. If Subscriber fails to timely pay any fees or otherwise breaches any term or condition of this Agreement, OneLogin may, without limitation to any of its other rights or remedies, immediately suspend the OneLogin Services with notice to Subscriber until Subscriber cures the applicable breach. OneLogin may terminate this Agreement effective after fifteen (15) days notice if Subscriber breaches any term of this Agreement and such breach is not cured within the notice period.

4.3 Post-Termination Obligations. If this Agreement is terminated for any reason or otherwise expires (a) OneLogin will, within thirty (30) days, delete all information uploaded by Subscriber or its users to the OneLogin Services from its (and its subcontractors') active and passive instances of the OneLogin Services, which shall include any archived information, backups and log files (it being understood that this information cannot be retrieved by Subscriber after such termination or expiration), (b) each party will remove all of the other party's Confidential Information from its (and its subcontractors') systems, and (c) upon request by OneLogin, Subscriber will provide OneLogin with a written certification signed by an authorized Subscriber representative certifying that all Subscriber's use of the OneLogin Services and Documentation has been discontinued. The provisions of Sections 2, 3 (with respect to payment obligations accrued during the Term), 4.3, 5.2, 7 and 8 will survive any termination or expiration of this Agreement.

5. WARRANTIES AND DISCLAIMER

5.1 Warranties. Each party represents and warrants to the other that this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms.

5.2 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, THE ONELOGIN SERVICES ARE PROVIDED AS-IS AND ONELOGIN MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ONELOGIN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, ACCURACY AND TITLE. ONELOGIN DOES NOT WARRANT THAT THE ONELOGIN SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE ONELOGIN SERVICES WILL BE UNINTERRUPTED.

5.3 Third Party Services. OneLogin provides connectors for the OneLogin Services that interact with third party applications, and OneLogin may or may not have a commercial or contractual relationship with the providers of those applications. OneLogin monitors the working condition of these connectors and will use commercially reasonable efforts to resolve any issues that may arise from such a provider changing the login procedure of its application. However, Subscriber acknowledges and agrees that OneLogin is not responsible for any changes to or functionality or defect of any third party applications and that interoperability with the OneLogin Services can be broken temporarily or permanently at any time.

6. INTELLECTUAL PROPERTY INFRINGEMENT

6.1 Indemnification. OneLogin will, at its expense, either defend Subscriber from or settle any claim, proceeding, or suit brought by a third party against Subscriber ("Claim") alleging that Subscriber's use of the OneLogin Services infringes or misappropriates any third party patent, copyright, trade secret, trademark, or other intellectual property right during the Term, and will indemnify and hold harmless Subscriber from all damages and costs finally awarded against Subscriber in any Claim and all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Subscriber in connection with the defense of a Claim (other than attorneys' fees and costs incurred without OneLogin's consent); provided that: (a) Subscriber gives OneLogin prompt written notice of the Claim; (b) Subscriber grants OneLogin full and complete control over the defense and settlement of the Claim; and (c) Subscriber provides assistance in connection with the defense and settlement of the Claim as OneLogin may reasonably request. Subject to the foregoing, Subscriber will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing.

6.2 Exclusions from Obligations. OneLogin will have no obligation under this Section 6 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the OneLogin Services in combination with other products or services; (b) use of the OneLogin Services by Subscriber for purposes outside the scope of the license granted to Subscriber; (c) Subscriber's failure to use the OneLogin Services in accordance with this Agreement and the Documentation; or (d) any modification of the OneLogin Services by Subscriber not made or authorized in writing by OneLogin. This Section 6 sets forth OneLogin's entire obligation and Subscriber's exclusive remedy with respect to any infringement, misappropriation or other violation of third party rights.

7. LIMITATIONS OF LIABILITY

7.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

7.2 Cap on Liability. EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES UNDER SECTION 6 (INDEMNIFICATION), UNDER NO CIRCUMSTANCES WILL ONELOGIN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY SUBSCRIBER TO ONELOGIN DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ONELOGIN'S LIABILITY.

7.3 Independent Allocations of Risk. THE LIMITATIONS HEREUNDER APPLY WITH RESPECT TO ALL LEGAL THEORIES, WHETHER IN CONTRACT, TORT, OR OTHERWISE. THE PROVISIONS OF THIS SECTION 7 REASONABLY ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

8. GENERAL

8.1 Relationship. No agency, partnership, or joint venture is created as a result of this Agreement and neither party has any authority of any kind to bind the other party. OneLogin may use Subscriber's company name and logo on OneLogin website and further OneLogin will work with Subscriber to develop a public case study, with final content subject to Subscriber's review and final approval. Subscriber shall provide an approved quote about its selection and/or use of OneLogin, for publication in a blog, press release or other online post

8.2 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, except that OneLogin may assign this Agreement to a successor to all or substantially all of OneLogin's related assets or business.

8.3 Subcontractors. OneLogin may utilize a subcontractor or other third party to perform its duties under this Agreement so long as OneLogin remains responsible for all of its obligations under this Agreement.

8.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement, with the appropriate postage prepaid. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 8.4. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

8.5 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement (other than with respect to payment obligations) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, including denial-of-service attacks, strikes, shortages, widespread security breaches (e.g., heartbleed bug), riots, fires, flood, storm, earthquakes, explosions, acts of God, war, terrorism, and governmental action, ("Force Majeure") so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

8.6 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., without reference to its conflicts of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Both parties agree to submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco, California for the purpose of resolving any dispute relating to this Agreement or the relationship between the parties. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

8.7 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the OneLogin Services under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber's right to use the OneLogin Services will immediately terminate.

8.8 Counterparts. This Agreement may be executed in two identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. Both counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile or PDF and such execution and delivery will have the same force and effect of an original document with original signatures.

8.9 Entire Agreement. This Agreement (including Exhibit A) is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the

subject matter of this Agreement. All waivers and modifications to this Agreement must be in a written agreement signed by an authorized agent of both parties. OneLogin will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless OneLogin specifically agrees to such provision in writing and signed by an authorized agent of OneLogin.

ONELOGIN

SUBSCRIBER

Name: Matthew Gallatin

Name: THOMAS MATHER

Title: CFO

Title: Chief Sys. Engineer

Signature: Matthew Gallatin (Jun 23, 2016)

Signature: _____

Date: Jun 23, 2016

Date: 6/21/16

Address: 150 Spear Street, Suite 1400
San Francisco, CA 94105

Address: PO Box 11130
College Station, TX 77842

Contact Telephone: 415.645.6830

Contact Telephone: +974 - 4423 - 0153 (QATAR)

EXHIBIT A
ONELOGIN SERVICES

Term	Baseline Fees for Term	Users included in Baseline Fees	Additional Users: Block Size	Additional Users: Cost/User/Year
36 months	€76,950	1500	N/A	€1.5

ONELOGIN SERVICES PLAN: Unlimited

A. Definition. "OneLogin Services" are OneLogin's generally commercially available hosted solutions consisting of single sign-on, multi-factor authentication, directory integration, user provisioning, reporting and a catalog of pre-integrated web applications, provided via the website www.onelogin.com and related mobile applications. With respect to Subscriber, the "OneLogin Services" only include those features and functionality that OneLogin generally provides for the Plan that Subscriber has purchased and is identified above (e.g., "Starter," "Enterprise" or "Unlimited")

B. Scope of Use. The OneLogin Services will be provided to Subscriber and its designated users that are paid for by Subscriber, which may include its employees, contractors, dealers/distributors and other third parties working for Subscriber.

C. Payment. Full payment for the OneLogin Services for the first year of the Term is due within fifteen days after the Effective Date. Fees for any and all Renewal Terms are payable annually in advance and due on the applicable anniversary of the Effective Date.

D. Fees for Additional Users. If Subscriber wants to add additional users beyond the total included in the Baseline Fees, Subscriber may purchase additional subscriptions in blocks of users and for the price specified above. Fees for additional users will be prorated based on the time remaining until the expiration of the Term or the then-current Renewal Term, as applicable, so that all users renew on the same date.

E. Innovation Increase. OneLogin reserves the right to increase the fees for the OneLogin Services by up to 10% per year of the Baseline Fee above during the Term, effective on each anniversary of the Effective Date, to reflect OneLogin's continued innovation investment in the OneLogin Services. Any such increases will be invoiced in advance of the year during which they will take effect and based on the number of Subscriber's users at that time.

F. Fees for Professional Services. Subscriber will pay OneLogin a professional services fee of \$750 in exchange for OneLogin providing reasonable assistance with initial onboarding and deployment efforts as defined in a more detail in a separate Statement of Work by and between OneLogin and Subscriber.

G. Term. Subject to earlier termination as set forth in Section 4, the initial term of this Agreement will be the period set forth above, commencing on the Effective Date (the "**Term**"), and will automatically renew for additional, successive, one-year periods (each, a "**Renewal Term**") unless either party provides the other party with notice of non-renewal at least 30 days prior to the end of the then-current period. The Term together with any and all Renewal Terms is the "**Contract Term**".

H. Service Level Agreement. Subject to the terms and conditions below, OneLogin guarantees 99.9% availability of the OneLogin Services. Availability is based directly on OneLogin's published statistics, available at <https://www.onelogin.com/why-onelogin/trust>. Downtime does not include unavailability due to any Force Majeure or due to planned OneLogin downtime with at least 48 hours prior notice to Subscriber.

If OneLogin fails to meet the 99.9% availability stated above, as Subscriber's sole and exclusive remedy (other than its termination rights under Section 4.3), Subscriber will receive the following credit. For every 15 minutes of downtime, Subscriber will receive a credit equal to 5% of Subscriber's annual fee for the affected OneLogin Services, divided by 12. However, Subscriber's maximum, total credit in any calendar month shall not exceed 100% of the fees for the affected OneLogin Services paid by Subscriber and attributable to that month. To receive a credit Subscriber will need to request the credit in writing via email and provide documented proof of the downtime in the form of traceroute reports within 30 days of the downtime.

I. Sandbox Accounts. OneLogin may provide Subscriber the use of "sandbox" user accounts for the OneLogin Service, each of which will be charged at an additional rate of 15% of the Baseline Fee specified in the table above (as applicable).