

Centrify Annual Operations Health Check

A lot can happen over the course of a year: There may be new product versions released, maybe you've brought some new staff on board or perhaps your organizations needs have changed to accommodate new business initiatives. The **Centrify Annual operations Health Check** is like an annual physical for your Centrify deployment.

Fully utilizing Centrify's software in an optimal way can help to drive down support and security management costs as well as help you provide for a more secure infrastructure. With the Annual Operations Health Check you get a **full operational analysis of your current implementation of Centrify**:

- Health Check with findings and recommendations
- Playbook that documents any design or process modifications we implement based on our Health Check findings and recommendations.
 - Documenting our optimization recommendations based on the operational analysis
 - Documenting Administrative Controls, Automation, and recommended daily operations
 - Documenting Ownership of Processes
- Technical Brief and overview of recommendations to prioritize consulting focus areas

Five consecutive days of Professional Services Consulting:

- Implement and validate selected analysis recommendations as time permits
- Knowledge transfer on new or updated features

Formal Training:

- 3 Public Training Seats per year (equal to license – standard/enterprise).
- Get your current staff formally trained
- Get your new staff up to speed throughout the year
- Provide custom implementation estimates to fulfill these needs.

CENTRIFY+ STANDARD SERVER SUITE 1YR BUNDLE	ESTIMATED DAYS
Operational analysis of current implementation of Centrify	5
Professional Services Consulting	5
3 Seats for Public Training Class (Standard Edition)	N/A
Total Days	10

Pricing and Ordering

This offering is invoiced on purchase and is valid for 12 months from the date of purchase.

Key Assumptions and Requirements

Client understands that Centrify's performance of the Services and delivery of agreed upon deliverables under this SOW is dependent in part upon Client's actions, and Client therefore agrees to cooperate with Centrify in a commercially reasonable manner in the completion of the Services by Centrify. Centrify will promptly notify Client of any delays of potential delays in Centrify's ability to undertake and complete performance in accordance with the applicable schedule resulting from the inaction of Client.

Client will provide all hardware, software, facilities, equipment, and Client personnel (including technical resources) necessary to

complete the project. These resources will be provided when they are needed in order to avoid project delays.

Client will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with Client change request processes as well as have the authority to expedite if necessary.

Client management will make decisions and resolve issues in a timely manner in order to avoid project delays.

If any Consulting Services engagement is cancelled by Client less than three (3) weeks before the scheduled start date for such Services, Centrify will most likely not be able to reschedule the engagement and be out the revenue. Centrify will make every effort to redeploy the consultant and if Centrify is able then Client agrees to pay any reasonable fees and expenses incurred by Centrify in

terms of travel cancellations. If Centrifly is not able to redeploy the consultant then Client agrees to pay the full amount of the Consulting Fees that would have been properly invoiced by Centrifly had Client not cancelled such engagement, and also any reasonable fees and expenses incurred by Centrifly in terms of travel cancellations. For multiple week engagements this only applies for each week that is less than the three (3) week cancellation notice.

All materials and information generated or used by Centrifly in the performance of the Services, including but not limited to the work product delivered to Client ("Consulting Materials"), and all intellectual property rights therein, shall be the property of Centrifly. Centrifly hereby grants to Client a personal, non-transferable, non-sublicensable, non-exclusive license to use, reproduce, copy and display any Consulting Materials solely for Company's internal business purposes. Client obtains no title or ownership in any Consulting Materials, and Centrifly retains all right, title and interest in and to any Consulting Materials. Client retains all right, title, and interest in and to Client data.

Impracticability. Centrifly shall not be required to provide any portion of the Services to the extent the performance of such Services becomes "Impracticable" as a result of a cause or causes outside the reasonable control of Centrifly including unfeasible technological requirements, or to the extent the performance of such Services would require Centrifly to violate any applicable laws, rules or regulations or would result in the breach of any software license or other applicable contract.

Period of Performance

The period of performance for this Centrifly+ service begins upon the date of mutual signature by authorized representatives of Centrifly and Client and continues through the Completion Date (as defined below). All work must be scheduled to be completed within twelve months (365 days) of the start of the performance period. In the case of multiple purchases of the Centrifly+ service on the same purchase order, each individual purchase of the Centrifly+ service will be considered a separate consecutive year.

Completion date. The "Completion Date" will be the earlier of (1) the date on which all Services and Deliverables are completed, or (2) twelve months after the date of mutual signature of this Centrifly+ service by authorized representatives of Centrifly and Client. In the case of multiple purchases of the Centrifly+ service on the same purchase order, the start date of the second Centrifly+ service shall be one year and one day from the date of mutual signature by authorized representatives of Centrifly and Client, and the completion date shall be the earlier of (1) the date on which all Services and Deliverables are completed for the second year of the Centrifly+ service, or (2) twelve months after the start date of the second year of the Centrifly+ service. Multiple purchases of Centrifly+ service for subsequent years beyond the second year on the same purchase order shall follow the same rationale.

Professional Fees and Expenses

The fees for the Services will be outlined in the customer quotation/product schedule. Any fees that are quoted on a daily basis are equated to an hourly rate based on an eight (8) hour day (hourly rate = daily rate divided by eight hours). Unless otherwise set forth in the customer quotation/product schedule, all Services are recorded and will be billed on this hourly basis. This fee estimate DOES NOT include travel and expenses. If onsite services are requested, all applicable travel and living expenses incurred in the delivery of these services will be invoiced back to customer at actual cost. Centrifly will adhere to the Client's travel policies once they are provided to Centrifly as long as they are provided before travel has been arranged.

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