

This Managed Services Provider Agreement (“**Agreement**”) is made by and between ForgeRock US, Inc. (“**ForgeRock**”), a Delaware corporation having offices at 201 Mission Street, Suite 2900, San Francisco, CA 94105 and the entity that has licensed from ForgeRock products and services (“**Partner**”) either directly or from an authorized reseller of ForgeRock products (“**Authorized Reseller**”). This Agreement shall become effective upon the date last executed below (the “**Agreement Effective Date**”).

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

1 **DEFINITIONS.** Capitalized terms used in this Agreement shall have the meaning assigned to them as set forth below.

1.1. “**Agreement Term**” means the period of validity for the Agreement, beginning on the Agreement Effective Date and ending as specified herein.

1.2. “**Confidential Information**” means all non-public information disclosed by a party to the other party which: (a) is marked as “Confidential” or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form, or (b) which should be reasonably in good faith be treated as confidential or proprietary based on the nature of the information or the circumstance surrounding its disclosure. Confidential Information does not include information which: (i) is generally known or publicly available, or which, hereafter through no act or failure to act on the part of recipient, becomes generally known or available; (ii) is rightfully known to recipient at the time of receiving such information; (iii) is furnished to recipient by a third party without restriction on disclosure; or (iv) is independently developed by recipient without having relied on the Confidential Information of the disclosing party.

1.3. “**Named Account**” means a third party entity to which Partner provides Managed Services.

1.4. “**Designated System**” means the network or application identified in the applicable Order Form for which the Managed Services are provided.

1.5. “**Documentation**” means the generally available end user documentation provided by ForgeRock with the Software.

1.6. “**External Identity**” means a unique identifier for a device or user that is not employed/controlled by Named Account and is managed by the Software.

1.7. “**Fees**” means, as applicable, the fees charged by ForgeRock or an Authorized Reseller for licenses and services as set forth on the applicable Order Form.

1.8. “**Identity**” or “**Identities**” means a unique identifier for a device(s) or user(s) that is/are managed by the Software.

1.9. “**Identity License(s)**” means a license, pursuant to this Agreement, that permits one Identity to access, receive or benefit from the Managed Services during the Subscription Term.

1.10. “**Intellectual Property Rights**” means any intellectual property rights, including patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets, and rights of confidentiality, trade secrets or proprietary information, in all cases whether or not registered or registrable in any country, and including the right to apply for the same and all rights and forms of protection of a similar nature or having

equivalent or similar effect to any of these anywhere in the world from time to time.

1.11. “**Internal Identity**” means a unique identifier for a device or user that is employed/controlled by Named Account and is managed by the Software.

1.12. “**Managed Services**” means a combined technology and identity relationship management service provided by Partner to Named Account that incorporates, bundles or otherwise uses the Software.

1.13. “**Order Form**” means an order form that incorporates the terms of this Agreement between the Partner and ForgeRock or an Authorized Reseller.

1.14. “**Order Form Effective Date**” means the effective date of each Order Form, as set forth on the applicable Order Form (and if nothing is stated, shall be the last date executed between the parties of such Order Form).

1.15. “**Services**” means, collectively, ForgeRock’s generally available: (i) Support Services (as defined in Section 3.1); (ii) University Courses (as defined in Section 3.2); or (iii) any Deployment Support Services (as defined under Section 3.3). A description of such Services may be found at www.forgerock.com/terms.

1.16. “**Software**” means the generally available, commercially licensed software, in binary form, set forth in the applicable Order Form, including all Updates thereto and the Documentation delivered to the Partner hereunder.

1.17. “**Subscription Term**” means the period of time the applicable licenses are valid, as specified in the Order Form (with the starting date of the Subscription Term referred to as “Subscription Start Date” on the Order Form). The initial term set forth in the Order Form (and referred to as “Subscription Length” on the Order Form) together with any renewal term is collectively referred to as the Subscription Term.

1.18. “**Update**” means a major or minor release of the Software, or a fix or patch thereto, that ForgeRock may make available to Partner.

2. **Software License and Restrictions.**

2.1. Subscription Rights to Use. During the applicable Subscription Term, subject to conditions in this Section 2 and payment of any applicable license Fees, ForgeRock grants to Partner a world-wide, non-exclusive and non-transferable license to permit its employees to access, copy, install (solely at Partner’s facilities, at a Partner-controlled space within a third-party data center, or a third-party hosting provider associated with a Partner-controlled account) and use the Software in accordance with the

Documentation, to provide Managed Services to Named Account, limited to the Designated System set forth in the applicable Order Form, but only for the number of Identities for which Partner has purchased Identity Licenses. Each Identity License is specific to a unique Identity and under no circumstance may an Identity License be transferred to, shared among or used by different users or devices.

2.2. Restrictions. Except as expressly set forth in this Agreement, Partner shall not, directly or indirectly: (a) use the Software in violation of the terms and conditions of Section 2.1 (Subscription Rights to Use); (b) sublicense, resell, rent, lease, distribute or otherwise transfer rights or usage in the Software; (c) provide the Software on a timesharing, service bureau, service provider or other similar basis; (d) remove or alter any copyright, trademark or proprietary notice in the Software; (e) reverse engineer or decompile any portion of the Software not provided in source code format, or in any way derive source code from the Software, except to the extent enforcement of the foregoing is prohibited by applicable law; (f) use any Support Services in connection with, or for the benefit of, any version of the Software other than the licensed version, including but not limited to any open source or community version; (g) use any Software or Services for any benchmarking or development of any competitive products or services; and (h) use the Software or Support Services in violation of any applicable laws, rules, regulations or the Documentation. Partner shall indemnify ForgeRock from any damages or claims arising from third party claims arising from violations of this Section 2.2.

2.3. Bundling Requirements. Partner may only use the Software as a bundled component of the Designated System and may only offer the use of such Software in conjunction with the provisioning of Managed Services to the applicable Named Account. The Software may not be used on a standalone basis and may not be used for the purposes of providing access, authentication or any identity management for any product or services, except the Designated System.

2.4. ForgeRock Intellectual Property. Title to and ownership of all copies of the Software or any Sample Code (excluding any open source code) provided pursuant to Section 3.6 (Sample Code), whether in machine-readable (source, object code or other format) or printed form, and all related technical know-how and all rights therein (including without limitation all Intellectual Property Rights applicable thereto and in all derivative works by whomever produced), are reserved by ForgeRock and its licensors and shall remain the exclusive property thereof. All rights not expressly granted to Partner are reserved by ForgeRock and its licensors.

2.5. Partner Responsibilities. Partner shall promptly notify ForgeRock in writing of any unauthorized use or access to the Software or Support Services, or any increase in use of the Software that exceeds the number of Identity Licenses purchased, of which Partner becomes aware. Upon request from ForgeRock and no more than once per calendar quarter, Partner shall report its actual usage of the Software under each Order Form.

2.6. Source Code. The source code underlying the open source components of the Software, subject to the applicable license, is available upon request.

3. Services.

3.1. Support Services. During the Subscription Term, ForgeRock shall provide Partner with the level of support purchased by Partner and specified on the applicable Order Form. All Identity Licenses in each installation of the Software

must be supported at the same level, unless otherwise agreed in writing. Partner is not obligated to provide ForgeRock with any suggestions, enhancements, recommendations, or other feedback ("Suggestions"). To the extent Partner does provide ForgeRock with any Suggestions, Partner hereby grants to ForgeRock a royalty-free, worldwide, transferable, sublicensable, irrevocable, right and license to use, copy, modify and distribute, without attribution, including by incorporating into any software or service owned by ForgeRock, any Suggestions provided by Partner relating to any software or service owned or offered by ForgeRock.

3.2. University Courses. Partner may purchase training credits ("**Training Credits**") that may be used towards the purchase of ForgeRock University Public Scheduled Courses. Each Training Credit may be used for one student to attend one public class of any duration. Private event prices are dependent upon the course duration and the number of students on each event, as selected by customer and Training Credits can be applied to this price at a rate equal to their purchase price. All Training Credits shall be valid for 12 months from the Training Credits start date. Any Training Credit not used during the 12-month term shall expire and have no further value. Travel and expenses for private events will be invoiced separately to the customer at cost, and training credits cannot be applied to offset these costs.

3.3. Description of Deployment Support Services. The ForgeRock deployment support services are limited to technical consultation or mentoring assistance regarding the ForgeRock Software capabilities, and may be further described in an Order Form (the "**Deployment Support Services**"). The Order Form will specify: (a) the number of hours or days of Deployment Support Services that will be made available by ForgeRock ("**Deployment Support Hours**"); and (b) the Packaged Workshops to be delivered ("**Packaged Workshops**"). All Deployment Support Services shall be valid for the Subscription Length under the corresponding Order Form under which the Deployment Support Services are purchased. Any unused Deployment Support Services will not be subject to any credit or refund and will not be carried forward.

3.4. Deployment Support Hours. Deployment Support Hours will be scheduled during the Subscription Length under the corresponding Order Form under which the Deployment Services are purchased. Scheduling shall be based on Partner's project schedule and availability of the applicable ForgeRock resource. Unless otherwise agreed by ForgeRock, Deployment Support Hours are only available Monday through Friday during ForgeRock's regular business hours, excluding holidays and planned vacations for the applicable ForgeRock resource, or as reasonable, taking into account location and resource availability.

3.5. Packaged Workshops. Partner may purchase any of ForgeRock's Packaged Workshops by executing an Order Form for such services. Packaged Workshops are delivered in three (3) and five (5) consecutive day sessions, respectively, unless otherwise agreed to between the parties.

3.6. Sample Code. Any sample code, scripts, connectors, or other materials (collectively, "**Sample Code**") provided by ForgeRock in connection with ForgeRock's performance of the Deployment Support Services may be used by Partner solely for purposes of Partner exercising its license to the ForgeRock Software under the applicable subscription license agreement and subject to all restrictions herein ("**Purpose**"). Unless otherwise specified by ForgeRock, any Sample Code provided by ForgeRock to Partner in source form as part of the Deployment Support Services may be further modified by Partner as required

for the Purpose. Any Sample Code provided by ForgeRock under open source license terms will remain subject to the open source license terms under which it is provided. Partner shall not use or combine any open source software with ForgeRock Software in any manner which would subject any ForgeRock Software to any open source license terms. For the avoidance of doubt, any Sample Code provided hereunder is expressly excluded from ForgeRock's indemnity or support obligations.

3.7. Method of Delivery and Exclusions. ForgeRock will make a resource available, either on-site or remote, to provide the Deployment Support Services. If any Sample Code (as defined in 3.6) will be provided as part of the Deployment Support Services, ForgeRock shall make the Sample Code available for download in a non-production environment.

3.8. Conditions and Exclusions. The Deployment Support Services are subject to the following terms, as well as any additional conditions and exclusions set forth in the applicable Order Form:

(a) Partner will designate a point of contact for the Deployment Support Services who will serve as an escalation point for ForgeRock and assist in scheduling and providing Partner resources, as required for ForgeRock to perform the Deployment Support Services.

(b) Partner will provide a non-production workspace, internet connection, access badges, credentials or other access rights required for the ForgeRock resource to perform the Deployment Support Services.

(c) Partner remains responsible for project management. ForgeRock is not responsible for providing management of Partner's projects or implementations as part of the Deployment Support Services, but may provide recommendations to Partner and keep internal ForgeRock teams informed about Partner's project timelines as part of the Deployment Support Services.

(d) Partner or its applicable implementation services provider will remain solely responsible for any testing, development, configuration, implementation or similar steps required for a production environment or commercial deployment of the ForgeRock Software.

(e) The Deployment Support Services do not include Support Services or ForgeRock University Courses, which must be purchased separately. The Deployment Support Services do not provide a point of contact for support. The first point of contact for support is the ForgeRock ticketing system and regional support escalation number provided separately as part of support services.

(f) ForgeRock's provision of the Deployment Support Services expressly does not include any consulting services, including any hands-on development, configuration or implementation of the Software ("*Consulting Services*"). If Partner requires the provision of Consulting Services, the details and terms of such services will be set forth in a separate signed writing between the parties.

(g) The Deployment Support Services are provided on a non-exclusive basis. Nothing shall be construed as restricting or limiting ForgeRock from providing the same or similar services to other partners. This Agreement does not limit or restrict either party from entering into agreements or services engagements with any other entities or require either party to limit or restrict the assignment of any of its personnel. Neither party will be restricted with respect to general skills or knowledge acquired by its personnel performing Services under this Agreement or any ideas, information or understandings retained in their unaided human memory.

4. Fees and Payment.

4.1. Payments & Fees for Reseller Purchases. In the event that the licenses and services are purchased hereunder through an Authorized Reseller, Partner's obligation to pay shall be subject to a separate agreement to pay such Authorized Reseller. Partner acknowledges, that in addition to all other remedies under the law, the Authorized Reseller may be entitled to terminate licenses granted hereunder for a breach of such separate agreement with Partner (e.g. a failure to pay for such licenses).

4.2. Payment for Direct Purchases. If any purchases are made directly with ForgeRock pursuant to this Agreement, all Fees due hereunder will be on the applicable Order Form. Except as otherwise provided therein, Fees are: (a) invoiced upon the Order Form Effective Date or upon ForgeRock's acceptance of a purchase order, as applicable, (b) based upon the number of Identity Licenses purchased, even if actual usage is lower and (c) are exclusive of all taxes (for which Partner shall be responsible, except for taxes on ForgeRock's net income). Unless otherwise specified in the Order Form, all Fees shall be due no later than thirty (30) days after the date of ForgeRock's invoice. Partner agrees to provide ForgeRock with complete and accurate billing and contact information. A service charge of 1.0% per month or the highest lawful interest rate permitted by law, whichever is lower, shall be applied to all amounts which are not paid when due under this Agreement or any Order Form, accruing from the due date.

4.3. Renewal. The Subscription Term of each Order Form shall automatically renew for periods equal to the initial Subscription Term, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the end of the then current Term. All renewal Fees shall be due on the renewal date of the applicable Order Form Effective Date and payable in accordance with this Section 4. Any pricing or changes in the number of Identity Licenses for a renewal term shall be reflected on the applicable Order Form. ForgeRock reserves the right to modify the Fees in connection with a Subscription Term renewal.

4.4. Audit Rights. ForgeRock shall have the right at its expense to audit, or have an independent, certified public accountant reasonably acceptable to Partner audit, Partner's records and books of accounts related to the Software for the sole purpose of verifying compliance with the terms of this Agreement; provided, that (a) Partner is provided at least ten (10) business days advance written notice of ForgeRock's intention to audit and (b) the audit is conducted during normal business hours. If the audit reveals Partner has more Identities than Partner has purchased Identity Licenses for, Partner shall immediately pay the applicable Fees for such additional Identities and if the audit reveals a discrepancy of five percent (5%) or more, Partner shall pay the cost of the audit to ForgeRock.

5. Term and Termination.

5.1. Term. This Agreement shall become effective upon the Agreement Effective Date and shall continue in full force and effect for the duration of any Subscription Term pursuant to a current Order Form.

5.2. Subscription Term. Each Subscription Term shall commence on the date set forth in the relevant Order Form and expire on the date set forth therein, unless renewed in accordance with Section 4.3 (Renewal) or terminated in accordance with this Section 5. The expiration or party's termination for any reason of any individual Order Form shall not result in a termination of this Agreement but shall result only in the termination of such Order Form. The provisions of this Agreement relating to the effects of

termination shall apply to each Order Form as an independent contract.

5.3. **Termination Rights.** If either party is in default of any material provision of this Agreement, and such default is not corrected within thirty (30) days of receipt of written notice, the other party shall have the right to terminate this Agreement immediately by providing written notice to the party in breach. Either party shall have the right to immediately terminate this Agreement in writing if the other party: (a) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors which is not dismissed within one hundred twenty (120) days or (b) admits in writing its inability to pay its debts as they become due.

5.4. **Effect of Termination; Surviving Provisions.** Upon expiration or termination of an Order Form or termination of the Agreement as a whole, the Identity Licenses purchased thereunder shall immediately terminate and Partner shall immediately: (a) stop using the Software and Services; (b) return or destroy the Software and all Confidential Information in its possession or under its control; and (c) if requested by ForgeRock, provide a signed written certification by an officer of the Partner certifying that Partner has removed the Software and all Confidential information pursuant to this Section 5.4. Partner's obligation to make payment of any unpaid Fees and the terms of Section 1 (Definitions), 2.2 (Restrictions), 2.4 (ForgeRock Intellectual Property), 4.4 (Audit Rights), 5 (Term and Termination), 6 (Confidentiality), 7.4 (Disclaimer of Warranties), 9 (Limitation of Liability), and 10 (General) shall survive termination or expiration of this Agreement.

6. Confidentiality.

6.1. **Obligation.** ForgeRock and Partner agree that, for a period of three (3) years after last receipt of the other party's Confidential Information, it will: (a) use the other party's Confidential Information only in connection with fulfilling its rights and obligations under this Agreement, and (b) hold the other party's Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with its own policies concerning protection of its own Confidential Information of like importance but in no instance with less than reasonable care, such due care including without limitation requiring its employees, professional advisors and contractors to execute non-disclosure agreements which are consistent with the terms and conditions of this Agreement and no less protective of each party's Intellectual Property Rights as set forth herein before allowing such parties to have access to the Confidential Information of the other party.

6.2. **Exceptions to Obligation.** Notwithstanding Section 6.1 (Obligation), either party may disclose Confidential Information to the extent required by law, provided the other party uses commercially reasonable efforts to give the party owning the Confidential Information sufficient notice of such required disclosure to allow the party owning the Confidential Information reasonable opportunity to object to and to take legal action to prevent such disclosure.

7. Warranties, Exclusive Remedies and Disclaimers.

7.1. **Warranties.** ForgeRock warrants for the sole benefit of Partner that: (a) the Services will be performed by ForgeRock with due care and skill in a professional, workmanlike manner; (b) during the Subscription Term, the Software shall perform materially in accordance with the Documentation; and (c) ForgeRock shall use commercially reasonable efforts to scan the Software for viruses to ensure that the Software is free from any

virus upon delivery. The foregoing warranties shall not apply to any error or failure resulting from: (i) use of the Software in an operating environment other than as set forth in the Documentation; (ii) Partner's failure to follow any reasonable instructions of ForgeRock; (iii) use of the Software outside the terms and conditions of this Agreement; (iv) Partner's negligence or accident; or (v) modification of the Software by anyone other than ForgeRock.

7.2. **Services.** As ForgeRock's entire liability and Partner's exclusive remedy for breach of the warranty set forth in 7.1(a), if Partner notifies ForgeRock in writing within ten (10) days of completion of the applicable Services, ForgeRock shall re-perform such services at no additional cost to Partner.

7.3. **Corrections of Software.** As ForgeRock's entire liability and Partner's exclusive remedy for breach of the warranty set forth in Section 7.1(b) and (c), ForgeRock shall, at no charge: (a) use commercially reasonable efforts to make a correction available to the Software; (b) replace the Software with conforming Software; or (c) after making all commercially reasonable efforts to provide the foregoing remedies, terminate the applicable license and refund the unused portion of any pre-paid Fees received by ForgeRock.

7.4. **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 7.1 (WARRANTIES), THE SOFTWARE LICENSED HEREUNDER, ALL DEPLOYMENT SUPPORT SERVICES, RECOMMENDATIONS, REPORTS, SAMPLE CODE AND OTHER INFORMATION AND MATERIALS ARE LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FORGEROCK AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT. THE REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS THAT FORGEROCK HAS VIOLATED ANY WARRANTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORGEROCK SHALL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO ANY USE, IMPLEMENTATION OR CONFIGURATION OF ANY OF THE DEPLOYMENT SUPPORT SERVICES, RECOMMENDATIONS, REPORTS, SAMPLE CODE, OR OTHER INFORMATION OR MATERIALS IN ANY PRODUCTION ENVIRONMENT OR FOR ANY COMMERCIAL DEPLOYMENT.

8. Indemnity.

8.1. **ForgeRock Intellectual Property Indemnification.** ForgeRock agrees to indemnify Partner against any damages finally awarded against Partner including reasonable attorney's fees incurred in connection with a third party claim alleging that the Partner's use of the unaltered Software infringes or misappropriates any third party U.K., U.S., or European Union member states' patent or copyright in the country designated for delivery of the Software in accordance with the terms of this Agreement, provided that Partner provides prompt written notice of such claim to ForgeRock, grants ForgeRock the sole right to control and defend such claim, and provides to ForgeRock all reasonable assistance. In the event of a claim or threatened claim under this Section by a third party, ForgeRock may, at its sole option: (a) revise the Software so that it is no longer infringing; (b) obtain the right for Partner to continue using the Software; or (c) terminate the Agreement upon thirty (30) days' notice and refund any pro-rata unused, pre-paid license fees received by ForgeRock. Notwithstanding the foregoing, ForgeRock shall have no liability or indemnification obligations

from claims that arise from: (i) a version of the Software other than the then current version; (ii) modification of the Software by anyone other than ForgeRock; (iii) combination, operation or use of the Software with any other products not supplied by ForgeRock; (iv) any claim made for any use of the Software outside of a valid Subscription Term; or (v) any claim or damages arising after ForgeRock's notice to Partner that Partner should cease use of the Software in accordance with this paragraph.

8.2. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF FORGEROCK AND THE SOLE AND EXCLUSIVE REMEDY OF PARTNER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

9. Limitation of Liability.

9.1. Limitation on All Damages. TO THE EXTENT NOT PROHIBITED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY) AND PARTNER'S LIABILITY ARISING UNDER SECTION 2.2 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE 100% OF THE FEES PAID IN CONNECTION WITH THE RELEVANT ORDER FORM WHICH GAVE RISE TO THE DISPUTE. THE FOREGOING SHALL NOT LIMIT PARTNER'S PAYMENT OBLIGATIONS FOR ITS IDENTITY LICENSES.

9.2. Disclaimer of Consequential Damages. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY) AND PARTNER'S LIABILITY ARISING UNDER SECTION 2.2 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY LOST PROFITS, REVENUE, OR DATA, INTERRUPTION OF BUSINESS OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

10. General.

10.1. Publicity. Either party may include the other's name and logo in customer or vendor lists on such party's website and marketing collateral. Partner also agrees to: (a) serve as a reference or host onsite reference visits; (b) collaborate on press releases announcing or promoting the relationship; and (c) collaborate on case studies or other marketing collateral.

10.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to its conflicts of law provisions. Both parties hereby irrevocably consent to the personal and exclusive jurisdiction of the state and federal courts of competent jurisdiction located in San Francisco, California. The substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs and expenses incurred.

10.3. Assignment. Partner may not assign any of its rights or obligations under this Agreement without the prior written consent of ForgeRock, which consent shall not be unreasonably withheld. This Section shall not be construed as limiting ForgeRock's right to use contractors and its affiliates to carry out any of its obligations under this Agreement, provided that ForgeRock shall remain responsible for any such services

provided by a contractor or affiliate. Any assignment not in conformity with this Section shall be null and void.

10.4. Notices. Any notices required under this Agreement shall be given in writing, shall reference this Agreement, and shall be deemed to have been delivered and given: (a) when delivered personally; (b) three (3) business days after having been sent by registered or certified U.S. mail, return receipt requested; or (c) one (1) business day after deposit with a commercial overnight courier, with written verification of receipt. All communications shall be sent to the addresses set forth in the preamble of this Agreement or to such other address as may be designated by a party by giving written notice to the other party. Notices shall be addressed to the Legal Department.

10.5. Force Majeure. Except for any payments due hereunder, neither party shall be responsible for delay or failure in performance caused by any government act, law, regulation, order or decree, by communication line or power failures beyond its reasonable control, or by fire, flood or other natural disasters or by other causes beyond its reasonable control, nor shall any such delay or failure be considered a breach of this Agreement.

10.6. Compliance with Law. The Software is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Partner agrees to comply fully with all laws and regulations of the United States and other countries ("**Export Laws**") to assure that neither the Software, nor any direct products thereof are: (a) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S. export restrictions or to any end user who is prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government or (b) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Further, Partner agrees to comply with all relevant anti-bribery and anti-corruption laws in effect in the U.S. and its local regulations, if any. As such, Partner acknowledges and agrees to comply with the United State Foreign Corrupt Practices Act in all business related to this Agreement.

10.7. US Government Restrictions. Partner acknowledges that the Software consists of "commercial computer software" and "commercial computer software documentation" as such terms are defined in the Code of Federal Regulations. No government procurement regulations or contract clauses or provisions shall be deemed a part of any transaction between the parties unless its inclusion is required by law, or mutually agreed in writing by the parties in connection with a specific transaction. Use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the terms of this Agreement.

10.8. General. No modification, termination, extension, renewal or waiver of any provision of this Agreement shall be binding upon a party unless made in writing and signed by both parties. No modification of this Agreement or of any term or condition hereof shall result due to either party's acknowledgment or acceptance of the party's forms (e.g., purchase orders, acknowledgment forms, etc.) containing different or additional terms and conditions unless expressly and specifically accepted by both parties by means of a writing which references this Section. In the event that licenses or services purchased hereunder are from an Authorized Reseller, ForgeRock's sole obligations and liabilities shall be as set forth in this Agreement and, in no event, shall the terms of such Authorized Reseller's separate contract with the Partner be binding on ForgeRock. A waiver on one occasion shall not be construed as a waiver of any

right on any future occasion. No delay or omission by a party in exercising any of its rights hereunder shall operate as a waiver of such rights. In performing their respective duties under this Agreement ForgeRock and Partner will be operating as independent contractors and neither party is the legal representative, agent, joint venturer, or employee of the other party for any purpose whatsoever. The headings of the sections of this Agreement are for convenience only and shall not be of any effect in construing the meaning of the sections. In the event that it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties,

while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such terms and conditions shall be deemed not to be a part of this Agreement. This Agreement, including Order Forms, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter.

In witness whereof, ForgeRock and Partner have caused this Agreement to be executed by duly authorized representatives as of the dates set forth below.

FORGEROCK US, INC.

PARTNER: _____

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____
