

ForgeRock Non-Production License Agreement

This Non-Production License Agreement (“**Agreement**”) is made by and between ForgeRock Limited (“**ForgeRock**”), a company incorporated in England and Wales with company number 07227664 and the entity that has licensed from ForgeRock the software or services hereunder (“**Customer**”). This Agreement shall become effective upon Customer’s downloading, installing, or accessing ForgeRock’s non-production software and services hereunder or upon the date last executed below (“**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 “**Confidential Information**” means any information disclosed by ForgeRock, either directly or indirectly in writing, orally, or by inspection of tangible objects that: (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 now generally known or available or which, hereafter through no act or failure to act on the part of Customer, becomes generally known or available; (ii) is rightfully known to Customer at the time of receiving such information; (iii) is furnished to Customer by a third party without restriction on disclosure; or (iv) is independently developed by Customer without use of or reference to Confidential Information as shown by documents and other competent evidence in Customer’s possession.

1.2 “**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.

1.3 “**License Term**” means the period of validity for the Agreement, beginning on the earlier of the: (a) Agreement Effective Date; or (b) the date Customer accesses the applicable software or service; and the term’s expiration as set forth in Section 6.1 (Term) of this Agreement.

1.4 “**NPSS**” means the non-production software and services (and any related documentation or instructions related thereto) made available to Customer pursuant to this Agreement: (a) for download in binary form; (b) in a virtual machine environment accessed through or provided by ForgeRock; (c) via a hosted service provided by ForgeRock; or (d) for download in source form (“**NPSS Source**”).

2 License and Restrictions.

2.1 **Evaluation Rights to Use.** During the applicable License Term and subject to Customer’s compliance to the terms of this Agreement, ForgeRock grants to Customer a non-exclusive, non-transferable, limited license to permit its employees to: (a) access, use, copy, and install any NPSS provided pursuant to this Agreement (solely at Customer’s facilities, at a Customer-controlled space within a third-party data center or a third-party hosting provider associated with a Customer-controlled account); (b) access and use any NPSS hosted within a virtual environment; or (c) access and use any NPSS, in all cases solely for the purpose(s) of evaluating, testing, and demonstrating the NPSS in a non-production environment. If Customer intends to use NPSS in a production environment, Customer must purchase a production license from ForgeRock and may only use the software licensed thereunder in accordance with the terms and conditions of the ForgeRock license agreement found at www.forgerock.com/terms.

2.2 **Existing Customer Additional Rights to NPSS Source.** If Customer holds a current and valid license to ForgeRock’s generally available software (“**Customer Software License**”), then ForgeRock may provide to Customer NPSS Source pursuant to the terms and conditions of this Section 2.2. NPSS Source contains source code owned or licensed by ForgeRock (“**Proprietary Code**”) and code distributed by ForgeRock subject to a third-party license (“**Third Party Code**”). Subject to compliance with the terms of this Agreement and the Customer Software License, ForgeRock grants to Customer a world-wide, non-exclusive and non-transferable license to the Proprietary Code to correct, modify, update and support the software licensed under the Customer Software License, for the sole purpose of Customer exercising its license subject to all restrictions therein, and solely as permitted in the documentation accompanying the ForgeRock software. All Third Party Code shall be subject solely to such license. Except as otherwise explicitly set forth herein, the Source Code shall be solely governed by this Non-Production License Agreement. Nothing in this Agreement shall expand the usage rights or scope of license in the Customer Software License.

2.3 **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute or otherwise transfer rights or usage in the NPSS; (b) provide the NPSS on a timesharing, service bureau, service provider or other similar basis; (c) remove or alter any copyright, trademark or proprietary notice in the NPSS; (d) disseminate information or feedback about the NPSS (including, without limitation, benchmarks) to any third party; (e) reverse engineer or decompile any portion of the NPSS not provided in source code format, or in any way derive source code from the NPSS, except to the extent enforcement of the foregoing is prohibited by applicable law; (f) download or attempt to extract any software hosted as part of a service or otherwise contained in a ForgeRock environment, unless such software is specifically made available for download by ForgeRock; (g) load, transmit, process any personally identifiable information in any ForgeRock hosted system or NPSS environment in contravention of any privacy law; or (h) use the NPSS in a production environment, including but not limited to, the initiation or deployment of any environment intended to become or otherwise support a production environment.

2.4 **ForgeRock Intellectual Property.** Title to and ownership of all copies of the NPSS (except Third Party 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 Customer are reserved by ForgeRock and its licensors. To the extent ForgeRock has provided NPSS Source pursuant to Section 2.2 (Additional Rights to NPSS Source), any modifications made to the NPSS Source shall be deemed derivative works herein and owned exclusively by ForgeRock, provided that to the extent that Customer transforms such modifications to binary form then Customer shall have a license to use such derivative works pursuant to the restrictions of the Customer Software License, but only during such period such license remains valid, unless otherwise terminated pursuant herein. Customer is not obligated to provide ForgeRock

with any suggestions, enhancements, recommendations, or other feedback (“**Suggestions**”). To the extent Customer does provide ForgeRock with any Suggestions, Customer 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 Customer relating to any software or service owned or offered by ForgeRock.

3 Customer Obligations. Customer shall: (a) not use the NPSS in breach of the terms and conditions of Section 2 (License and Restrictions); (b) be solely responsible for the accuracy, use, integrity, and legality of any information processed within the software; (c) use the software in accordance with applicable laws, rules, regulations; (d) not use the software to store or transmit infringing, libelous or otherwise unlawful, illegal or tortious material; and (e) notify ForgeRock immediately of any unauthorized use of, or access to, the software of which it becomes aware. Customer represents and warrants that (i) neither Customer nor any director, officer, agent, employee or affiliate of Customer is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (OFAC); (ii) Customer shall not access the NPSS from any country on the OFAC list of sanctioned countries; and (iii) it shall, at all times, comply with any applicable end-user and end-use based restrictions under 15 CFR Part 744. Customer shall indemnify ForgeRock from any damages or claims arising from third party claims arising from violations of this Section 3.

4 Software Data and Usage Reporting.

4.1 Usage Data. Customer hereby acknowledges that the software contains features and functionality that enables ForgeRock to track and receive automated communications from the software regarding Customer’s usage of the software (the “Usage Data”). By installing the software, Customer hereby expressly consents to the software’s automated transmission of the Usage Data to ForgeRock. The Usage Data will be used for the purpose of fulfilling support requests, analysis of deployment analytics, facilitating business operations (including management and interaction with Customer) and/or ForgeRock’s proactive monitoring of Customer’s compliance with the Agreement. The Usage Data will be processed in the United States or other countries that may have fewer protective data protection laws than the region which Customer is situated (including the United Kingdom and European Union). Any Usage Data collected by ForgeRock will be maintained in accordance with ForgeRock’s privacy policy.

4.2 Audit Rights. ForgeRock shall have the right at its expense to audit Customer’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) Customer 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 Customer has utilized the software in a production environment, Customer shall immediately pay ForgeRock’s then-applicable licensing fees and Customer shall pay the cost of the audit to ForgeRock.

5. Data Protection. The NPSS is not designed to comply with any specific government regulation or specific security measures. Customer agrees not to input content that may be subject to any such regulations or requires additional security measures. Customer is responsible for all necessary permissions to include the content in the NPSS and Customer grants ForgeRock permission to use, store and process the content

6. Term and Termination.

6.1 Term. This Agreement shall become effective upon the Agreement Effective Date and shall expire on one-hundred-eighty days (180) days from the Agreement Effective Date.

6.2 Termination. This Agreement shall terminate without notice to Customer in the event Customer is in material breach of any of the terms and conditions of this Agreement. Alternatively, ForgeRock may terminate this Agreement, in whole or in part and any licenses hereunder, for convenience upon written notice.

6.3 Effect of Termination; Surviving Provisions. Upon expiration or termination of the Agreement as a whole, Customer shall immediately stop accessing the NPSS. Upon expiration or termination of the Agreement as a whole, shall immediately return or destroy Confidential Information received thereunder in its possession or under its control. The terms of Section 1 (Definitions), 2.4 (ForgeRock Intellectual Property), 3 (Customer Obligations), 6 (Term and Termination), 7 (Confidentiality), 8 (Disclaimer of Warranties and Support Obligations), 9 (Limitation of Liability and Disclaimer of Consequential Damages), and 10 (General) shall survive termination or expiration of this Agreement.

7. Confidentiality.

7.1 Obligation. Customer agrees that, for a period of three (3) years after last receipt of Confidential Information, it will: (a) use the Confidential Information only in connection with fulfilling its rights and obligations under this Agreement and (b) hold the 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 ForgeRock’s Intellectual Property Rights as set forth herein before allowing such parties to have access to the Confidential Information.

7.2 Exceptions to Obligation. Notwithstanding Section 7.1 (Obligation), Customer may disclose Confidential Information to the extent required by law, provided Customer uses commercially reasonable efforts to give ForgeRock sufficient notice of such required disclosure to allow ForgeRock reasonable opportunity to object to and to take legal action to prevent such disclosure.

8. Disclaimer of Warranties and Support Obligations.

8.1 Disclaimer of Warranties. ANY NPSS PROVIDED HEREUNDER (WHETHER IN BINARY, HOSTED, OR SOURCE FORM), THIRD PARTY CODE SERVICES, AND ANY ASSOCIATED DOCUMENTATION LICENSED HEREUNDER IS PROVIDED AND/OR LICENSED “AS IS” AND WITHOUT WARRANTY, INDEMNITY, OR LIABILITY OF ANY KIND. FORGEROCK AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, SECURITY, COMPLETENESS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT.

8.2 Disclaimer of Support Obligations. FORGEROCK SHALL NOT PROVIDE ANY SUPPORT FOR THE FORGEROCK SOFTWARE, SERVICES AND ANY MODIFICATIONS THERETO.

9. Limitation of Liability and DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCLUSION FROM LIMITATION. NEITHER PARTY’S LIABILITY: (A) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FOR BREACH OF ANY CONDITION AS TO TITLE OR QUIET ENJOYMENT IMPLIED BY SECTION 12 SALE OF GOODS ACT 1979 OR SECTION 2 SUPPLY OF GOODS AND SERVICES ACT 1982; (C) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (D) FOR BREACH OF SECTION 7 (CONFIDENTIALITY); (E) CUSTOMER’S LIABILITY ARISING UNDER SECTION 2.3 (RESTRICTIONS); OR (F) FOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER ENGLISH LAW; IS EXCLUDED OR LIMITED BY THIS AGREEMENT. IN NO EVENT SHALL FORGEROCK 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, AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL FORGEROCK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE £1,000 GBP.

10. General.

10.1 Right and Authority. In the event that the Customer is not an individual, the undersigned individual represents and warrants to ForgeRock that he or she has the requisite right and is duly authorized to execute this Agreement on behalf of the Customer.

10.2 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales. The Contracts (Rights of Third Parties) Act of 1999 is hereby expressly excluded. The substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs and expenses incurred.

10.3 Customer Information. By providing information in connection with this Agreement, Customer hereby expressly and unambiguously consents to ForgeRock's retention and use of Customer's registration information including by not limited to: name, email, contact information ("Registration Information") for the purposes of conducting business or potential business relations with Customer ("Business Purposes"). Customer acknowledges and agrees that such Registration Information may be accessed by ForgeRock employees, contractors, and ForgeRock affiliates as set forth herein, and such Registration Information may be stored in systems outside of the European Union.

10.4 Assignment. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of ForgeRock. Any assignment not in conformity with this Section 10.4 shall be null and void.

10.5 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.K. mail or national post services in the Customer's primary place of business, 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.

10.6 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.

10.7 Compliance with Law. The NPSS is subject to export control laws, including the Council Regulation No. 388/2012 of the

European Parliament and Council, 19 April 2012 and its associated laws, and may be subject to export or import regulations in other non-EU countries. Customer agrees to comply fully with all export laws and regulations of the United States, including the U.S. Export Administration Act and its associated regulations and other countries ("**Export Laws**") to assure that neither the NPSS, nor any direct products thereof are: (a) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to export restrictions or to any end user who is prohibited from participating in the 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, Customer agrees to comply with all relevant anti-bribery and anti-corruption laws in effect in the United Kingdom and the United States, as well as any applicable local regulations, if any. As such, Customer acknowledges and agrees to comply with the Bribery Act 2010 in effect in the United Kingdom in all business related to this Agreement.

10.8 US Government Restrictions. Customer acknowledges that the NPSS consists of "commercial computer NPS" and "commercial computer NPSS documentation" as such terms are defined in the U.S. 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 NPSS is restricted in accordance with the terms of this Agreement.

10.9 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 10.9. 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 Customer 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 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.