ForgeRock Identity Cloud On-Premise Software Addendum

This Identity Cloud On-Premise Software Addendum ("*Software Addendum"*) is hereby incorporated into the ForgeRock Identity Cloud Subscription Agreement (the "*Agreement*") between the ForgeRock entity identified in the applicable Order Form ("*ForgeRock*") and the customer entity identified in the applicable Order Form ("*Customer*"). This Software Addendum shall become effective upon the earlier of: (i) the date of the last signature below; or (ii) the date of last signature on an Order Form that incorporates these terms by reference (the "*Software Addendum Effective Date*").

ForgeRock and Customer have entered into the Agreement, pursuant to which Customer purchased a subscription to access and use ForgeRock Identity Cloud (as defined in the Agreement). Customer now wishes to obtain a license to the ForgeRock Software (as defined below) and ForgeRock is willing to grant such a license, subject to the terms and conditions of this Software Addendum. The terms of this Software Addendum are solely meant to govern Customer's access and use of the Software. Therefore, 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.   Interpretation. To the extent that there is a conflict between the Agreement and this Software Addendum with regards to the Software, this Software Addendum will take precedence and control. All references to the ForgeRock Identity Cloud in the Agreement shall also apply to the Software, provided that any obligations, rights or definitions in the Agreement regarding Customer Data and any other exhibits, agreements or documents referenced in the Agreement that apply specifically to the Cloud-Related Services, are not applicable to the Software. If Customer has purchased the right to access ForgeRock's Downloadable Components, the terms of this Addendum shall supersede the terms contained in the ForgeRock Identity Cloud Downloadable Component Supplement and shall govern Customer's use of both the Software and any Downloadable Components.

2.   Definitions. Capitalized terms used in this Software Addendum shall have the meaning assigned to them herein, or as set forth below. Terms not defined in this On-Premise Software Addendum have the meaning stated in the Agreement, and certain capitalized terms used in the Agreement are hereby amended as set forth below.

2.1   "*Services*" means, collectively ForgeRock's generally available: (i) On-Prem Software Support Services (as defined in Section 4); (ii) ForgeRock University Courses (as defined in Section 5); or (iii) Deployment Support Services (as defined under Section 6) or as which may be further defined in an Order Form between the parties. A description of such Services may be found at www.forgerock.com/terms. For avoidance of doubt, any Services in relation to Software shall expressly exclude any service terms and conditions associated with the ForgeRock Identity Cloud.

2.2   "*Software*" means the generally available, commercially licensed software, in binary form, including all Updates thereto delivered to the Customer hereunder.

2.3   "*Update*" means a major or minor release of the Software, or a fix or patch thereto, that ForgeRock may make available to Customer.

3   Software License and Restrictions.

3.1   Subscription Rights to Use. During the applicable Subscription Term, subject to conditions in this Section 3 and payment of any applicable license Fees, ForgeRock grants to Customer a world-wide, non-exclusive and non-transferable license to permit Customer to access, copy, install (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) and use the Software in accordance with the Documentation to manage Identities for the Designated System set forth in the applicable Order Form, but only for the number of Identities for which Customer has purchased Identity Licenses, and only in connection with Customer's use of ForgeRock Identity Cloud. 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.

3.2   Restrictions. Except as expressly set forth in this Agreement, Customer shall not, directly or indirectly: (a) use the Software in violation of the terms and conditions of Section 3.1 (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 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 Services in violation of any applicable laws, rules, regulations or the Documentation. Customer shall indemnify ForgeRock from any damages or claims arising from third party claims arising from violations of this Section 3.2.

3.3   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 6.4 (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 Customer are reserved by ForgeRock and its licensors.

3.4   Customer Responsibilities. Customer 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 Customer becomes aware. Upon request from ForgeRock and no more than once per calendar quarter, Customer shall report its actual usage of the Software under each Order Form.

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

4   ForgeRock Software Support Services.

4.1   Support Services. During the Subscription Term, ForgeRock shall provide Customer with the level of support services purchased by Customer and specified on the applicable Order Form (On-Prem Software Support Services). All Identity Licenses in each installation of the Software must be supported at the same level, unless otherwise agreed in writing. For avoidance of doubt, any Services in relation to Software shall expressly exclude any service terms and conditions associated with the ForgeRock Identity Cloud.

4.2   Suggestions. Customer is not obligated to make or provide ForgeRock with any error reports, evaluation, suggestions, enhancements, recommendations, or other feedback ("*Suggestions*"). To the extent Customer makes or provides ForgeRock with any Suggestions relating to any Software or Service owned or offered by ForgeRock, Customer hereby grants to ForgeRock a royalty-free, worldwide, transferable, sublicensable, perpetual, irrevocable, right and license to use, copy, modify, distribute and otherwise exploit without restriction any such Suggestions and any software or service based on such Suggestions.

5.   ForgeRock University Courses.

5.1   Training Credits. Customer 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

6.   Deployment Support Services.

6.1   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.

6.2   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 Customer'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.

6.3   Packaged Workshops. Customer 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.

6.4   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 Customer solely for purposes of Customer exercising its license to the ForgeRock Software under this Agreement and subject to all restrictions herein ("*Purpose*"). Unless otherwise specified by ForgeRock, any Sample Code provided by ForgeRock to Customer in source form as part of the Deployment Support Services may be further modified by Customer 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. Customer 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.

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

6.6   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) Customer 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 Customer resources, as required for ForgeRock to perform the Deployment Support Services.

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

(d) Customer 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 Customer 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 customers. 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.

7.   Indemnity, Warranties, Exclusive Remedies, and Disclaimers.

7.1   Indemnity. For purposes of Section 13.1 and 13.2 of the Agreement only, the phrase "and/or the Software" will be added after each use of the term "ForgeRock Identity Cloud."

7.2   Warranties. ForgeRock warrants for the sole benefit of Customer that: (a) the Software shall perform materially in accordance with the Documentation; and (b) 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) Customer's failure to follow any reasonable instructions of ForgeRock; (iii) use of the Software outside the terms and conditions of this Agreement; (iv) Customer's negligence or accident; or (v) modification of the Software by anyone other than ForgeRock.

7.3   Corrections of Software. As ForgeRock's entire liability and Customer's exclusive remedy for breach of the warranty set forth in Section 7.2(a) and (b), ForgeRock shall, at no charge: (i) use commercially reasonable efforts to make a correction available to the Software; (ii) replace the Software with conforming Software; or (iii) 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 7.2 (WARRANTIES), THE SOFTWARE LICENSED HEREUNDER, AND 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.   Liability related to ForgeRock Software.

CUSTOMER'S LIABILITY ARISING UNDER SECTION 3.2 (RESTRICTIONS) OF THIS ADDENDUM SHALL BE EXPRESSLY EXCLUDED FROM THE LIMITATION OF LIABILITY PROVISIONS IN THE AGREEMENT.

9.   Miscellaneous Provisions.

9.1   Effect of Termination. 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 Customer shall immediately stop using the Software and return or destroy the Software in its possession or under its control.

9.2   Confidentiality. The "Software" will be deemed ForgeRock's Confidential Information for purposes of this Agreement.

9.3   Audit. ForgeRock's right to audit under the Agreement shall be expanded to include verifying Customer's compliance with the terms of this Addendum.

9.4   US Government Restrictions. Customer acknowledges that the Software consists of "commercial computer software" and "commercial computer software 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 Software is restricted in accordance with the terms of this Agreement.

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

FORGEROCK   **CUSTOMER:**_____

By: _____   **By:** _____
         (Authorized Signature)   (Authorized Signature)

Name: _____   **Name:** _____
         (Print or Type)   (Print or Type)

Title: _____   **Title:** _____

Date: _____   **Date:** _____

                                                          Address: _____

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