



ForgeRock Identity Cloud Support Services Terms and Conditions

These ForgeRock Identity Cloud Support Services Terms and Conditions (“**Identity Cloud Support Terms and Conditions**”) describe ForgeRock’s Support Services, as referenced in the agreement between ForgeRock and the entity identified in the applicable Order Form (“**Customer**”) that governs Customer’s access to the ForgeRock Identity Cloud (the “**Agreement**”). Capitalized terms not otherwise defined in these Support Terms and Conditions shall have the meaning set forth in the Agreement.

1 Definitions. Capitalized terms used in these Identity Cloud Support Terms and Conditions shall have the meaning assigned to them as set forth below.

1.1 “**APP**” means an application program interface which is a set of routines, protocols and tools for building software applications.

1.2 “**Authorized Support Contact**” means named persons in Customer’s organization who are familiar with the ForgeRock Identity Cloud and authorized by ForgeRock and Customer to submit support service cases to ForgeRock. Authorized Support Contacts must have administrative access to ForgeRock Identity Cloud.

1.3 “**Availability**” means the percentage of total time during which the production instance of the ForgeRock Identity Cloud is available to Customer.

1.4 “**Availability SLA**” means that the ForgeRock Identity Cloud and its key API endpoints is found to be available as described further under Section 4 (Availability SLA and Service Credits).

1.5 “**Business Day**” means Monday through Friday (Customer Local Time) excluding ForgeRock Observed Holidays.

1.6 “**Business Hours**” means 09:00 to 17:00 (Customer Local Time) on Business Days.

1.7 “**Customer Local Time**” means the time as determined by the time zone of the Customers the Authorized Support Contract.

1.8 “**Customer Support Portal**” means the on-line portal as provided by ForgeRock to the Authorized Support Contact for the duration of the paid Subscription Term.

1.9 “**Emergency Maintenance**” means unavailability outside of “Scheduled Maintenance” that is required to apply urgent patches or fixes to protect the security, availability, or stability of Customer’s production environment. These conditions may include security threats, such as denial-of-service attacks, as well as firmware updates and other actions required to respond to unforeseen circumstances outside of ForgeRock’s control.

1.10 “**Error**” means a problem or error encountered during the reasonable use of the ForgeRock Identity Cloud that degrades the performance of the production instance of the ForgeRock Identity Cloud as compared with the then-current Documentation. Errors are further classified in Section 2.3 (Priority Definitions).

1.11 “**ForgeRock Observed Holidays**” means public holidays in the following countries: United States, United Kingdom, France, Canada, Singapore, Australia and New Zealand.

1.12 “**Geography**” means either North and South America, Europe, the Middle East and Africa, or Asia.

1.13 “**Scheduled Maintenance**” means unavailability due to (i) upgrades of hardware or software, (ii) upgrades to increase capacity, and (iii) other activity to maintain or improve the systems supporting the ForgeRock Identity Cloud that involve system downtime.

1.14 “**Service Credit**” means a credit provided to Customer in the event ForgeRock does not fulfill its Availability SLA obligations as further described in Section 4 (Availability SLA and Service Credits).

1.15 “**Service Outage**” means when the ForgeRock Identity Cloud endpoints fail to be available to Customer as measured by ForgeRock’s third-party monitoring system.

1.16 “**Success Connect Contacts**” means a limited number of named persons in Customer’s organization who actively engage with the ForgeRock CSAM or CSOM’s to achieve Customer’s goals in using the ForgeRock platform.

1.17 “**Support SLA**” means the response time for ForgeRock to respond to a support request as further described in Section 2.2 (Support Level Details).

1.18 “**Workaround**” means a (i) technical change implemented by ForgeRock and/or (ii) a change in the procedures followed by Customer, to avoid an Error without impairment to Customer’s use of the ForgeRock Identity Cloud.

1.19 “**Working Hours**” means those hours of work corresponding to the relevant priority level as set forth under Section 2.3 (Priority Definitions).

2. Summary of Support and Success Services.

2.1 Support Services Features. At all levels the Support Services include the following features for Customer’s production instance of the ForgeRock ID Cloud:

- a. **Knowledge Base.** Access to ForgeRock’s product knowledge base via the Customer Support Portal.
- b. **Web Support.** Access is available at any time through ForgeRock’s Customer Support Portal as detailed in the welcome email. Customer may submit and manage their cases online through the portal.
- c. **Authorized Support Contacts.** Only Authorized Support Contacts may contact ForgeRock using the

Customer Support Portal during Working Hours to request information or report a problem with ForgeRock Identity Cloud. Details of the Customer Support Portal will be sent to Customer or authorized partner within the welcome email, once the applicable order has been processed. Support SLA response times are calculated based on Working Hours.

- d. **Professional Services.** Access to ForgeRock Professional Services team (if made available by ForgeRock) to purchase implementation and configuration services provided by ForgeRock in connection with the ForgeRock Identity Cloud, as described more fully in a Statement of Work.
- e. **University Training.** Purchase of ForgeRock University training online, classroom and custom on-site events.
- f. **Status Updates:** Generally available via: <https://forgerock.statuspage.io/>
- g. **Updates.** At its discretion, ForgeRock will make ForgeRock Identity Cloud updates, modifications, or bug fixes generally available through regular releases. Such generally available updates, modifications or bug fixes will be deemed part of the ForgeRock Identity Cloud and, subject to Customer's payment of the applicable Fee, will be made available to Customer without additional charge.

2.2 Support Level Details. The Support Services details and levels are as follows:

Support Offerings		Base	Select	Premium
Knowledge Base		Included	Included	Included
Web, Email and Phone Support		Included	Included	Included
Maintenance Releases		Included	Included	Included
Authorized Support Contacts		Up to 2	Up to 5	Up to 10
Success Connect Contacts		Not included	Up to 10 for up to 2 Business Units in one Geography	Up to 15 for up to 2 Business Units in one Geography
Configuration/Implementation Review		Not included	Not included	Annual
Response Times	Priority 1	4 Working Hours	2 Working Hours	1 Working Hour
	Priority 2	8 Hours	4 Working Hours	2 Working Hours
	Priority 3	1 Business Day	8 Working Hours	4 Working Hours
	Priority 4	2 Business Days	1 Business Day	1 Business Day
Training	All Access Subscription	Not included	20% Discount	50% Discount
	Skills Assessment	Not included	Not included	Included
Customer Success	Named CSxM	Not included	CSAM Included	CSOM Included

2.3 Priority Definitions.

Priority1	<p><u>Urgent:</u> ForgeRock Identity Cloud functionality / API is unavailable, affecting all or most users. No Workaround is available.</p> <p>Working Hours are 24x7.</p>
Priority 2	<p><u>High:</u> A major ForgeRock Identity Cloud feature / API is not working correctly and is blocking full use of the system, affecting a minority of users, but other features are operational.</p> <p>Working Hours are 24x7.</p>

Priority 3	<p><u>Normal:</u> General questions or for when a minor issue is impacting usability or administration of an environment. Workaround is in place for P1 or P2 issues.</p> <p>Working Hours are Business Hours.</p>
Priority 4	<p><u>Low:</u> Request for Enhancement (RFE).</p> <p>Working Hours are Business Hours.</p>

3. Service Level Commitments and Escalation.

3.1 Service Level Commitments. ForgeRock will target to respond to service interruptions and other incident reports based on the Service Priority defined below and in accordance with the defined Working Hours. Customer is responsible for ensuring that Support Contacts are available during Working Hours to provide diagnostic and technical context for the reported issues.

3.2 Escalation. If an Authorized Support Contact experiences issues with ForgeRock Support Services such as difficulty in raising tickets, exceeded Support SLA initial response times or not receiving the level of expected support, then the Authorized Support Contact can escalate their issue via the ticket, and a ForgeRock representative will report back with a response and action plan (when appropriate) to address the Support Contact’s escalation points.

4. Availability SLA and Service Credits. During the period of time that ForgeRock makes the ForgeRock Identity Cloud available to Customer pursuant to the Agreement, ForgeRock shall provide the Availability SLA subject to the following service level terms. If ForgeRock does not fulfill its Availability SLA obligations, then Customer, as its sole and exclusive remedy, may be entitled to Service Credit(s), as defined below, once such Service Credit(s) are requested by Customer and verified by ForgeRock. For the avoidance of doubt, ForgeRock provides the Availability SLA for production environments only. Customer shall not be entitled to any Availability SLA in connection with any non-production environment, including but not limited to development or staging environments.

4.1 Availability SLA Calculation. Service availability is calculated as follows:

$$= (total\ minutes\ in\ a\ calendar\ month - total\ minutes\ unavailable\ in\ the\ calendar\ month) / total\ minutes\ in\ the\ calendar\ month. Rounded\ to\ the\ nearest\ 10th\ of\ one\ percent.$$

4.2 Service Credits Calculation. A Service Credit shall be calculated based on: (i) the pro-rata monthly ForgeRock Identity Cloud subscription Fees attributed to the corresponding month in which the Service Outage has occurred, and (ii) the Service Credit percentage set forth below. For the avoidance of doubt, if the Subscription Term contains a period that is not a whole month, the Service Credit will be calculated based on a prorated daily basis.

ForgeRock Identity Cloud Availability SLA per Calendar Month	Service Credit
Equal to or greater than 99% but less than 99.99%	5%
Equal to or greater than 95% but less than 99%	10%
Less than 95%	25%

Example Calculation: Subscription Fee - \$120,000 where availability was 98% in a given month.
Service Credit calculation:

$$Monthly\ Fee = \$120,000 / 12 = 10,000 \times 10\% \text{ Service Credit due} = \$1,000$$

4.3 Submission of Service Credit Request. Customer must notify ForgeRock via email at servicecredits@forgerock.com within five (5) calendar days from the last day of the month in which the Service Outage occurred to receive a Service Credit under the Availability SLA. Failure of Customer to submit the Service Credit request within five (5) calendar days from the last day of the month in which the Service Outage occurred will result in the Customer not being entitled to receive any Service Credits. No more than one claim can be submitted per Customer on a monthly basis. ForgeRock’s total liability under these Support Terms and Conditions is capped in line with the above Service Credit table.

4.4 Application of Service Credits. A Service Credit will be issued to Customer in accordance with the “Bill To” information on the relevant Order Form. ForgeRock shall use commercially reasonable efforts to provide such Service

Credit within net sixty (60) days from ForgeRock's confirmation that a Service Credit request is verified by ForgeRock.

4.5 **Service Credits through Authorized Reseller.** Notwithstanding Section 4.4, if Customer ordered the ForgeRock Identity Cloud from an Authorized Reseller, then the Authorized Reseller shall be responsible for providing the Service Credit to Customer and Customer acknowledges and agrees that ForgeRock shall not be responsible for providing the Service Credit directly to Customer. The Service Credit due to Customer by ForgeRock via the Authorized Reseller shall be based on the calculation set forth in Section 4.2 except that the fee used for that calculation shall be the Fees ForgeRock received from the Reseller.

4.6 **Exclusions.** The Availability SLA, and Customer's entitlement to Service Credits, does not apply to unavailability caused by the following circumstances:

- a. the performance of Internet networks controlled by other companies or traffic exchange points (including NAPs and MAEs) that are controlled by other companies;
- b. any technology, data or content (including any Customer Data) which are either supplied by Customer to ForgeRock for inclusion in the ForgeRock Identity Cloud, or are supplied by third parties or are made to interface with the ForgeRock Identity Cloud through Customer's third-party arrangements or business relationships;
- c. any connections (including but not limited to browsers, modems, telecom lines, or other communication software, devices or channels) of any user, including Customer, which are not ForgeRock-managed;
- d. where the ForgeRock Identity Cloud is unavailable or delayed, or timeline commitments are delayed, as a result of the negligence, or acts or omissions of Customer, its employees, contractors or agents or its Authorized Users, including Customer's nonfulfillment of its obligations under the Agreement;
- e. where the ForgeRock Identity Cloud is unavailable due to termination or suspension of ForgeRock Identity Cloud under the Agreement due to violations of applicable law or equivalent sections;
- f. to the extent any of Customer's non-production environment(s) are effected;
- g. where the ForgeRock Identity Cloud is unavailable as a result of circumstances or causes beyond ForgeRock's reasonable control;
- h. when Customer fails to report the event for which a Service Credit would otherwise be due within five (5) calendar days from the last day of the month in which the Service Outage occurred;
- i. where Customer expects unusual peaks in traffic that are not reflective of Customer's standard monthly traffic pattern and Customer does not provide notice to ForgeRock at least thirty (30) days prior to such higher- than-normal traffic;
- j. Scheduled Maintenance and Emergency Maintenance; or
- k. any other exclusions set forth in the Agreement.

ForgeRock shall have no obligation to support Errors caused by Customer-specific enhancements.

5. Termination for Chronic Downtime. If the ForgeRock Identity Cloud Availability SLA falls below the service availability of 99.99% for three (3) consecutive months in any twelve (12) month period, ForgeRock shall be considered to be in material breach of the Agreement, and Customer may terminate the Agreement without penalty.

6. Service Availability Monitoring. The following is for Customer's information. ForgeRock proactively monitors the ForgeRock Identity Cloud's availability. The methods that ForgeRock uses to perform such activities may change from time to time as determined by ForgeRock. ForgeRock anticipates that its proactive monitoring will include using an external electronic client (agent) to systematically execute periodic requests (each, a "**Monitoring Transaction**") for response from the ForgeRock-specified URL that represents the ForgeRock Identity Cloud provided to Customer. Initially, such Monitoring Transaction will be in the form of an HTTP Get, executing on one-minute intervals. Upon execution of the Monitoring Transaction, core resources required to deliver the ForgeRock Identity Cloud will be exercised in order to achieve a valid response (i.e. network connectivity, name resolution, load balancing, HTTP servers, application servers and database servers).

7. Scheduled Maintenance.

7.1 Unless otherwise specified in advance by ForgeRock, Scheduled Maintenance will be undertaken during the below time windows:

- a. 00:00 and 04:00 Pacific Time (UTC-7/8)
- b. 00:00 and 04:00 Greenwich Mean Time (UTC)
- c. 00:00 and 04:00 Singapore Time (UTC+8)
- d. 00:00 and 04:00 Australian Eastern Time (UTC+10/11)

The maintenance windows in this section 7.1 will be aligned with the region in which Customer's ForgeRock Identity Cloud tenant is deployed.

8. Customer Success. Customers in the Select and Premier support tiers will be assigned a Customer Success Account Manager ("**CSAM**") or Customer Success Outcomes Manager ("**CSOM**"), respectively. CSAMs and CSOMs (collectively, the "**CSxMs**") function as a management-level liaison and point of contact between Customer's organization and the different teams within ForgeRock.

- 8.1 CxSM Services. CxSMs will provide the services set forth below. Specific details, including but not limited to timing, scheduling, and determining the number of specific meetings or sessions, are subject to Customer Support Level as well as the CSxM's reasonable discretion taking into account Customer's particular circumstances, Customer's reasonable requests, and any other relevant factors.
- a. Working sessions. The CSxM will conduct working sessions intended to prepare Customer for a successful rollout of the ForgeRock platform, including an on-boarding call to introduce ForgeRock's support services and how to leverage the functionality contained within Backstage, the ForgeRock Customer Portal.
 - b. Regular Pulse Check calls. The CSxM will conduct regular pulse check calls to review topics Customer's nominated Success Connect Contacts want to discuss.
 - c. Executive 360 Briefings. The CSxM will conduct executive briefings, together with Customer's program stakeholders to review overall engagement, key strategic projects, and recommendations for path forward.
 - d. Roadmap and Innovation Sessions. The CSxM will schedule structured roadmap and innovation meetings, to discuss coming enhancements and identify relevant value to the customer for existing and future initiatives.
- 8.2 CSOM Only Services. In addition to the services described above CSOMs will perform the following:
- a. Value Unlock Forum. The CSOM will schedule and deliver an annual value unlock forum session, with the goal of identifying additional value - in terms of additional or deeper use cases or benefits - that could be delivered by leveraging functionality included in the existing subscription.
 - b. Milestone and Alignment sessions. The CSOM will schedule and conduct structured meetings to support clear understanding of, and alignment to, business goals.
 - e. In Depth Regular Pulse Check Calls. CSOMs will conduct regular pulse check calls with an emphasis on Customer's Support ticket queue, training needs, go-live dates as well as any other topics Customer's nominated Success Connect Contacts want to discuss.
- 8.3 Availability. The CSxM will be available Monday through Friday during regular business hours (or after hours if coordinated accordingly) as reasonable taking into account location and availability.
- 8.4 Coverage. The CSxM will work directly with the Success Connect Contacts. The number of Success Connect Contacts is limited per the table above. Customer may request the participation of additional business units or Geographies at additional cost.
- 8.5 Exclusions from CSxM Responsibilities. The following services are expressly excluded from the CSxM Services hereunder:
- a. Not a Technical Resource. CSxMs are not a technical resource and shall not work on Customer's technical issues, but they can interface with the support team to convey prioritization of Customer issues and/or escalation of open tickets.
 - b. No Project Management. CSxMs will not manage projects for Customer but can assist in providing recommendations to Customer as well as inform internal ForgeRock teams on Customer's project timelines.
 - c. Not a Support Contact. Customer's first point of escalation for platform issues shall be the ForgeRock ticketing system via Backstage and the appropriate regional support escalation number.