



ForgeRock Identity Cloud Subscription Agreement

Version: 20230425

This ForgeRock Identity Cloud Subscription Agreement (the “**Agreement**”) is made by and between ForgeRock Limited (“**ForgeRock**”), a company incorporated and registered in England and Wales with company number 07227664 and the entity identified in the applicable Order Form (as defined below) that shall access the ForgeRock Identity Cloud (as defined below) hereunder (“**Customer**”). This Agreement shall become effective upon the execution of an Order Form (as defined below) that incorporates its terms (“**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 “**Acceptable Use Policy or AUP**” means the ForgeRock Identity Cloud Acceptable Use Policy located at www.forgerock.com/terms.

1.2 “**Active External Identity**” means an External Identity that accesses the ForgeRock Identity Cloud (or systems supported by the ForgeRock Identity Cloud) at least one (1) time in a twelve (12) month period.

1.3 “**Advisory Services**” means technical consultation or mentoring assistance provided by ForgeRock in connection with the ForgeRock Identity Cloud, and as described more fully in a Statement of Work. Advisory Services expressly exclude any Professional Services.

1.4 “**Affiliate**” means an entity that is controlled by, controlling or under common control of the party to this Agreement, where control shall mean ownership of fifty-one (51) percent or more of the stock, shareholder or voting rights in an entity.

1.5 “**Applicable Law**” means any of the following, to the extent that it applies to Customer or ForgeRock: (a) any statute, regulation, directive, by law, ordinance or subordinate legislation in force from time to time; (b) the common law and the law of equity; (c) any binding court order, judgement or decree; (d) any applicable industry code, guidelines, policy or standard; and (e) any applicable rule or order that is given by a regulatory body, in any jurisdiction applicable to this Agreement.

1.6 “**Authorized User**” means an individual Customer employee or contractor who Customer authorizes to use the ForgeRock Identity Cloud, and to whom Customer (or, when applicable, ForgeRock at Customer’s request) have supplied a user identification and password.

1.7 “**Business Partner**” means Customer’s third-party supplier, broker, agent or distributor.

1.8 “**Business Partner Identity**” means a unique identifier for a device or user that is employed/controlled by a Business Partner and is managed by the software.

1.9 “**Confidential Information**” means, with respect to Customer or ForgeRock, any materials either marked as “Confidential” or that should reasonably be deemed confidential and with respect to ForgeRock: (a) the ForgeRock Identity Cloud, including, without limitation, all (i) computer software (both object and source codes) and related Documentation; (ii) techniques, concepts, methods, processes and designs embodied in or relating to the ForgeRock Identity Cloud; and (iii) all application program interfaces, system infrastructure, system security and system architecture design relating to the ForgeRock Identity Cloud; (b) ForgeRock research and development, product offerings, pricing and availability; and (c) any information about or concerning any third party which information was provided to ForgeRock subject to an applicable confidentiality obligation to such third party. For the avoidance of doubt, Customer Data and Customer PII shall not be deemed Confidential Information for purposes of this Section 1.5 and Section 11 (Confidentiality), whereby the treatment of Customer Data and Customer PII is addressed under Section 3.3 (Customer Data) and Section 14 (Data Protection).

1.10 “**Customer Data**” means any data, other than Customer PII, provided to ForgeRock by Customer through the ForgeRock Identity Cloud.

1.11 “**Customer PII**” means PII for which Customer determines the purposes and means of collection, storage and processing.

1.12 “**Designated System**” means the network or application identified in the applicable Order Form for which the ForgeRock Identity Cloud may be used to facilitate access.

1.13 “**Documentation**” means the generally available documentation provided by ForgeRock with the ForgeRock Identity Cloud located at: <https://backstage.forgerock.com/docs/idcloud/latest/index.html>.

1.14 “**Emergency Security Issue**” means either: (a) Customer’s use of the ForgeRock Identity Cloud in violation of the AUP, which could disrupt: (i) the ForgeRock Identity Cloud, (ii) other customers’ or their customer end users’ use of the ForgeRock Identity Cloud, or (iii) the networks or servers used to provide the ForgeRock Identity Cloud; or (b) unauthorized third party access to the ForgeRock Identity Cloud.

1.15 “**External Identity**” means a unique identifier for a device or user that is not employed/controlled by Customer

and is managed by the ForgeRock Identity Cloud.

1.16 **"Fees"** means, as applicable, the fees charged by ForgeRock or an Authorized Reseller as set forth on the applicable Order Form.

1.17 **"ForgeRock Identity Cloud"** means the generally available hosted, on-demand, web-based service as set forth on the Order Form and as further described in the Documentation.

1.18 **"Identity"** or **"Identities"** means a unique identifier for a device(s) or user(s) that is/are managed by the ForgeRock Identity Cloud.

1.19 **"Intellectual Property Rights"** means any intellectual property rights, including patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, 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.

1.20 **"Internal Identity"** means a unique identifier for a device or user that is employed/controlled by Customer and is managed by the ForgeRock Identity Cloud.

1.21 **"Order Form"** means an order form that incorporates the terms of this Agreement between the Customer and ForgeRock or an authorized reseller of ForgeRock products ("Authorized Reseller").

1.22 **"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).

1.23 **"PII"** means any information relating to an identified or identifiable natural person including but not limited to a name, an identification number, geolocation data and an online identifier.

1.24 **"Professional Services"** means implementation and configuration services provided by ForgeRock in connection with the ForgeRock Identity Cloud, as described more fully in a Statement of Work.

1.25 **"Site"** means a ForgeRock established Internet site through which the ForgeRock Identity Cloud may be accessed.

1.26 **"Statement of Work"** means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order Form. Each Statement of Work shall incorporate this Agreement by reference.

1.27 **"Subscription Term"** means the period of time that Authorized Users are permitted to access and use the ForgeRock Identity Cloud, 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.

1.28 **"Support Services"** means ForgeRock's generally available support services for the ForgeRock Identity Cloud as set forth under the Identity Cloud Support Services Terms and Conditions located at www.forgerock.com/terms.

1.29 **"Third Party Content"** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material that are obtained or derived from third party sources outside of ForgeRock and made available to Customer through or in conjunction with Customer's use of the ForgeRock Identity Cloud and Documentation.

2 Right to Use and Restrictions.

2.1 **Subscription Right to Use.** During the applicable Subscription Term, subject to the terms and conditions of this Agreement including the Acceptable Use Policy and payment of applicable Fees, ForgeRock grants to Customer the limited, world-wide, non-exclusive and non-transferable right to permit Authorized Users to access and use the ForgeRock Identity Cloud 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 under the relevant Order Form. Each Identity is specific to a unique identifier for a user or device and under no circumstance may an Identity be transferred to, shared among or used by different users or devices.

2.2 **Service Usage Restrictions.** Customer shall not, directly or indirectly, and may not authorize any third party to: (a) provide or process any Customer Data and/or Customer PII other than as set forth under the Acceptable Use Policy; (b) remove notices and notations on the Site or in the ForgeRock Identity Cloud that refer to copyrights, trademark rights, patent rights and other intellectual property rights; (c) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the ForgeRock Identity Cloud; (d) intentionally or through lack of good industry standard controls transmit any PII or content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (e) interfere with or disrupt the ForgeRock software or ForgeRock systems used to host the ForgeRock Identity Cloud, or other equipment or networks connected to the ForgeRock Identity Cloud, or disobey any requirements made known to Customer; (f) propagate any virus, worms, trojan horses, or other programming routine intended to damage any system or data; (g) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the ForgeRock Identity Cloud or use the ForgeRock Identity Cloud in the operation of a service bureau, outsourcing or time-sharing service; (h) circumvent the user authentication or security of the Site or ForgeRock Identity Cloud or any host, network, or account related thereto; (i) use any application programming interface

to access the ForgeRock Identity Cloud other than those made available by ForgeRock; and (j) use the ForgeRock Identity Cloud for any benchmarking or for the purpose of developing or distributing products or services that compete with any or all of the ForgeRock Identity Cloud. ForgeRock may suspend Customer's access to the ForgeRock Identity Cloud for any period during which Customer is, or ForgeRock has a reasonable basis for alleging Customer is, in noncompliance with any of the prohibited actions in this Section.

2.3 Tools. ForgeRock may use tools, scripts, software, and utilities ("Tools") to monitor Customer's use of the ForgeRock Identity Cloud, administer the ForgeRock Identity Cloud, and help resolve any service requests. The Tools will not collect or store any Customer Data or Customer PII on the ForgeRock Identity Cloud, except as necessary to provide the ForgeRock Identity Cloud or troubleshoot service requests or other problems in the ForgeRock Identity Cloud. Information collected by the Tools (excluding Customer Data and Customer PII) may also be used to assist in managing ForgeRock's product and service portfolio, to help ForgeRock address deficiencies in its product and service offerings, and for ForgeRock Identity Cloud management.

2.4 Downloadable Components. If Customer purchases a product SKU that provides access to ForgeRock's generally available downloadable software, in binary form, for use in connection with Customer's implementation and use of the ForgeRock Identity Cloud ("Downloadable Components"), then Customer's use of the Downloadable Component(s) shall be governed solely by the terms of the ForgeRock Identity Cloud Downloadable Components Supplement located at forgerock.com/terms.

3. Customer Responsibilities and Customer Data.

3.1 Customer Responsibilities. Customer is responsible for: (a) identifying and authenticating all Authorized Users; (b) approving and controlling access by such Authorized Users to the ForgeRock Identity Cloud; (c) maintaining the confidentiality of usernames, passwords and account information; and (d) all activities that occur under its and its Authorized Users' usernames, passwords or accounts as a result of Customer's or Customer's Authorized Users' access to the ForgeRock Identity Cloud and Documentation. ForgeRock is not responsible for any harm caused by Customer's Authorized Users, including individuals who were not authorized to have access to the ForgeRock Identity Cloud but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis. Should Customer learn of an unauthorized third party having obtained access to the ForgeRock Identity Cloud or knowledge of a password, Customer shall immediately inform ForgeRock thereof without undue delay and promptly change the password.

3.2 Customer Compliance. ForgeRock shall be entitled to monitor Customer's compliance with the terms of this Agreement. Customer shall comply with any applicable ForgeRock security guidelines and procedures as set forth in the Documentation.

3.3 Customer Data. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data and Customer PII under this Agreement. Customer grants to ForgeRock the nonexclusive right to use Customer Data and Customer PII for the sole purpose of and only to the extent necessary for ForgeRock to provide the ForgeRock Identity Cloud. Customer hereby represents and warrants to ForgeRock that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by ForgeRock or its subcontractors to provide the ForgeRock Identity Cloud. Customer agrees that it has collected and shall maintain and handle all Customer Data and Customer PII in compliance with Applicable Law. Customer agrees that it is entirely responsible for the content of Customer Data as between Customer and ForgeRock. ForgeRock may remove or restrict access to Customer Data, including if ForgeRock believes such data may violate Applicable Law, if the source of such data becomes unavailable, or if a third party brings or threatens legal action against ForgeRock or a third party. ForgeRock may collect and use any anonymized data, text, and files that pass through and/or may be generated by the Customer's use of the ForgeRock Identity Cloud ("Anonymized Data") for the sole purpose of product testing or enhancements, provided that Anonymized Data will not include any Customer Data, Customer PII, or Customer's Confidential Information and such Anonymized Data cannot be reidentified. During the Subscription Term, ForgeRock shall comply with ForgeRock's security documentation located at <https://www.forgerock.com/securitydocumentation>.

4. Ownership and Feedback.

4.1 Ownership. As between Customer and ForgeRock, Customer will retain all ownership rights in the Customer Data and Customer PII. Customer acknowledges and agrees that ForgeRock owns all right, title and interest (including without limitation all patents, copyrights, trade secrets or other Intellectual Property Rights) in the ForgeRock Identity Cloud, Documentation, University Courses and Professional Services and any modifications, corrections or enhancements thereto, whether or not made by ForgeRock, and all right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, process, integrations, enhancements, and other technical information developed or co-developed in the course of providing the ForgeRock Identity Cloud vests in ForgeRock.

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 the ForgeRock Identity Cloud, University Courses, or Professional Services, then ForgeRock may use such Suggestions without obligation to Customer, and Customer hereby irrevocably assigns to ForgeRock all right, title, and interest in such Suggestions.

5. **Third Party Components, Content, Push Notification.**

5.1 Third-Party Components and Content. Customer is solely responsible for obtaining all third-party equipment, technologies, ancillary services and connectivity necessary to access and use the ForgeRock Identity Cloud, including any compatibility requirements contained in the Documentation.. The third party owner, author or provider of any such Third Party Content retains all ownership and Intellectual Property Rights in and to that content, and Customer's rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider. All Third Party Content is provided on a "as is" and "as available" basis without any warranty of any kind. ForgeRock is not responsible for, and under no obligation to control, monitor, or correct Third Party Content, and may remove any Third Party Content in its discretion.

5.2 Push-Notification. To the extent Customer utilizes push notification functionality in the ForgeRock Identity Cloud, Customer acknowledges and agrees that the ForgeRock Push Notification Service is provided by the Amazon Simple Notification Service ("Amazon SNS") and, accordingly, Customer's use shall be subject to the terms and conditions specific to Amazon SNS located at the following location: <https://aws.amazon.com/service-terms/>. Notwithstanding anything to the contrary in the Agreement, ForgeRock shall provide support services for the ForgeRock Push Notification Service on a commercially reasonable basis.

6. **ForgeRock Support Services.** During the Subscription Term, ForgeRock shall provide Customer with the level of support purchased by Customer and specified on the applicable Order Form and the corresponding ForgeRock Identity Cloud service availability set forth on the Support Services.

7. **ForgeRock University Courses.**

7.1 Training Credits. Customer may purchase training credits ("**Training Credits**") that may be used towards the purchase of ForgeRock University public or private courses. Each Training Credit may be used for one student to attend one class of any duration. Private event prices are dependent upon the course duration and the number of students attending 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 will be valid for 12 months from the Training Credits start date. Any Training Credit not used during the 12-month term will expire and have no further value. Travel and expenses for private events will be invoiced separately to Customer at cost, and Training Credits cannot be applied to offset these costs.

7.2 Training Subscriptions. Customer may purchase Training Subscriptions ("**Training Subscriptions**") to access ForgeRock University training materials and courses. Training Subscriptions shall be valid throughout the subscription length per the applicable Order Form. Customer shall not provide access or share Customer's username and password to any unauthorized party during the Subscription Term. Customer is responsible for keeping Customer's account password secure to ensure there is no unauthorized third-party access. A purchased Training Subscription can only be transferred to another user upon written request to ForgeRock and any transfer is entirely at ForgeRock's discretion.

7.3 Reschedule and Cancellation of University Courses. Customer may reschedule a University Course no later than ten (10) business days from the course start date and such courses must be rescheduled within an existing Subscription Term. For courses held by an authorized training partner, Customer will be responsible to reschedule with the authorized training partner directly.

7.4 Cancellation by ForgeRock. If ForgeRock or its authorized training partners deem it necessary to cancel or reschedule a public ILT course, ForgeRock shall endeavor to provide Customer at least five (5) business days' notice. In the event of cancellation or reschedule by ForgeRock or its authorized training partners, Customer must reschedule for the same course within the same Subscription Term; provided, however if Customer is not able to do so, Customer shall be eligible for a seat for the same course free of charge up to three (3) months after the expiration of the Subscription Term.

7.5 Support. Any support requests related to the University Courses submitted within the Subscription Term will be managed by the ForgeRock University team and shall be sent to training@forgerock.com. For the sake of clarity, support for ForgeRock University services shall not be governed by the Support Level Agreement.

8. **ForgeRock Professional Services, Advisory Services, Expenses.**

8.1 Professional Services. Customer and ForgeRock may enter into Statements of Work that describe the specific Professional Services to be performed by ForgeRock. If applicable, while on Customer premises for Professional Services, ForgeRock personnel shall comply with reasonable Customer rules and regulations regarding safety, and conduct made known in writing to ForgeRock, and will, at Customer's reasonable request, promptly remove from the project any ForgeRock personnel not following such rules and regulations.

8.2 Advisory Services. Customer and ForgeRock may enter into Statements of Work that describe the specific Advisory Services to be performed by ForgeRock. Advisory Services shall only be made available for purchase if a ForgeRock accredited partner has been retained by Customer to perform the configuration and implementation of the ForgeRock Identity Cloud, or if Customer itself intends to perform the configuration and implementation. Advisory Services are limited solely to technical consultation or mentoring assistance regarding the ForgeRock Identity Cloud.

The Statement of Work will specify the number of hours of Advisory Services (“Advisory Service Hours”). All Advisory Service Hours shall be available solely for the duration of the term of the applicable Statement of Work.

8.3 **Expenses.** Unless otherwise specified in the applicable Statement of Work, upon invoice from ForgeRock, Customer will reimburse ForgeRock for all pre-approved, reasonable expenses incurred by ForgeRock while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services or Advisory Services. ForgeRock will include reasonably detailed documentation of all such expenses with each related invoice.

9. Fees and Payment.

9.1 **Payments & Fees for Reseller Purchases.** In the event access to the ForgeRock Identity Cloud is purchased hereunder through an Authorized Reseller, Customer’s obligation to pay shall be as described in a separate agreement to pay such Authorized Reseller. Customer acknowledges, that in addition to all other remedies under the law, the Authorized Reseller may be entitled to terminate any access granted hereunder for a breach of such separate agreement with Customer (e.g. a failure to pay for such Identities).

9.2 **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 Identities purchased, even if actual usage is lower; and (c) are exclusive of all taxes (for which Customer shall be responsible, except for taxes on ForgeRock’s net income). For clarity, Customer is obligated to pay all applicable Fees without any requirement for ForgeRock to provide a purchase order number on ForgeRock’s invoice (or otherwise). 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. Customer 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.

9.3 **Renewal.** The Subscription Term of each Order Form shall automatically renew for periods equal to the initial 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 Subscription 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 9. Any pricing or changes in the number of Identities 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.

9.4 **Audit Rights.** ForgeRock shall have the right at its expense to audit, or have an independent, certified public accountant reasonably acceptable to Customer, audit Customer’s records and books of accounts related to the ForgeRock Identity Cloud for the sole purpose of verifying that Customer’s use of the ForgeRock Identity Cloud is in accordance with Section 2 (Right to Use and Restrictions) and Section 16.3 (Compliance with Law), 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.

10. Term, Termination and Suspension.

10.1 **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.

10.2 **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 9.3 (Renewal) or terminated in accordance with this Section 10. The expiration or termination of any individual Order Form shall not result in a termination of this Agreement but shall only result 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.

10.3 **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 as a whole or any Order Form immediately by providing written notice to the party in breach. If Customer does not pay the applicable Fees in accordance with this Agreement, ForgeRock may suspend access to the ForgeRock Identity Cloud or terminate this Agreement as a whole or any Order Form in accordance with this Section. 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.

10.4 **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 Customer shall immediately: (a) stop using the ForgeRock Identity Cloud; (b) return or destroy 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 Customer certifying that Customer has returned or destroyed all of ForgeRock’s Confidential information.

Customer's obligation to make payment of any unpaid Fees and the terms of Section 1 (Definitions), 2.2 (Service Usage Restrictions), 4.1 (Ownership), 9.4 (Audit Rights), 10 (Term, Termination and Suspension), 11 (Confidentiality), 12.5 (Disclaimer of Warranties), 15 (Limitation of Liability), and 16 (General) shall survive termination or expiration of this Agreement.

10.5 Removal and Suspension. If Customer becomes aware that any Customer Data and/or Customer PII violates the AUP, Customer will immediately remove the relevant Customer Data and/or Customer PII. If Customer fails to remove as noted in the prior sentence, ForgeRock may specifically request that Customer do so. If Customer fails to comply with ForgeRock's request to do so within twenty-four (24) hours, then ForgeRock may suspend access to the ForgeRock Identity Cloud until such violation is corrected. Additionally, if there is an Emergency Security Issue, then ForgeRock may automatically suspend Customer's use of the ForgeRock Identity Cloud. Such suspension will be to the minimum extent required, and of the minimum duration, to prevent or resolve the Emergency Security Issue. If ForgeRock suspends Customer's use of the ForgeRock Identity Cloud for any reason, without prior notice to Customer, at Customer's request, ForgeRock will provide Customer the reason for the suspension as soon as is reasonably possible.

10.6 Retrieval of Customer Data. Customer shall have the ability to access its Customer Data at any time during a Subscription Term. Thirty (30) days after the effective date of termination, ForgeRock shall have no obligation to maintain or provide any Customer Data and ForgeRock may delete any Customer Data, environment, organizations or any other Customer information or materials related to the ForgeRock Identity Cloud or provided to ForgeRock by Customer in connection with the ForgeRock Identity Cloud unless prohibited by Applicable Law. During such thirty (30) day period, Customer shall have the option to retrieve the Customer Data from the ForgeRock Identity Cloud. For clarity, retrieval of Customer PII is exclusively governed by the terms of the DPA (as defined under Section 14 (Data Protection)).

11. Confidentiality.

11.1 Obligation. ForgeRock and Customer agree that, for the term of this Agreement and for a period of three (3) years after expiration of termination thereof, 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.

11.2 Exceptions to Obligation. Notwithstanding this Section 11, 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.

12. Warranties, Exclusive Remedies, and Disclaimers.

12.1 ForgeRock Warranties. ForgeRock warrants for the sole benefit of Customer that: (a) during the Subscription Term, the ForgeRock Identity Cloud will perform materially in accordance with the applicable Documentation, and (b) the University Courses, Professional Services and Advisory Services will be performed by ForgeRock with due care and skill in a professional, workmanlike manner. The foregoing warranties shall not apply to: (i) modification of the ForgeRock Identity Cloud by anyone other than ForgeRock; (ii) Customer's failure to follow any reasonable instructions of ForgeRock; (iii) Customer's negligence or accident; or (iv) any error or failure resulting from the use of the ForgeRock Identity Cloud outside the terms and conditions of this Agreement.

12.2 Customer Warranties. Customer represents, warrants and covenants to ForgeRock that Customer owns or otherwise has and will have the necessary rights in and relating to the Customer Data and Customer PII so that, as received by ForgeRock and used in accordance with this Agreement, it does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or privacy rights of any third party or violate Applicable Law.

12.3 Corrections to ForgeRock Identity Cloud. As ForgeRock's entire liability and Customer's exclusive remedy for breach of the warranty set forth in Section 12.1(a), ForgeRock shall, at no charge: (a) use commercially reasonable efforts to make a correction available to the ForgeRock Identity Cloud, and (b) if ForgeRock is unable to make such corrections after making all commercially reasonable efforts, terminate access to the ForgeRock Identity Cloud and refund the unused portion of any pre-paid Fees received by ForgeRock.

12.4 Remedy for Services Warranty. As ForgeRock's entire liability and Customer's exclusive remedy for breach of the warranty set forth in Section 12.1(b), if Customer 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 Customer.

12.5 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 12.1 (FORGEROCK WARRANTIES), THE FORGEROCK IDENTITY CLOUD, UNIVERSITY COURSES, AND PROFESSIONAL SERVICES ARE PROVIDED "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.

13. Indemnity.

13.1 ForgeRock Intellectual Property Indemnification. ForgeRock agrees to indemnify Customer against any damages finally awarded against Customer including reasonable legal fees incurred in connection with a third party claim alleging that the Customer's use (as authorized in this Agreement) of the ForgeRock Identity Cloud infringes or misappropriates any third party U.S., United Kingdom, or European Union member states' patent or copyright, provided that Customer 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 ForgeRock Identity Cloud so that it is no longer infringing, (b) obtain the right for Customer to continue using the ForgeRock Identity Cloud, or (c) terminate access to the ForgeRock Identity Cloud upon thirty (30) days' notice and refund any pro-rata unused, pre-paid Fees received by ForgeRock. Notwithstanding the foregoing, ForgeRock shall have no liability or indemnification obligations to the extent such claims arise out of portions or components of the ForgeRock Identity Cloud: (i) modified by anyone other than ForgeRock; (ii) that were combined with any other products, materials, or software not supplied by ForgeRock; to the extent that the ForgeRock Identity Cloud would not be infringing but for such combination; and (iii) any unauthorized use of the ForgeRock Identity Cloud including any use of the ForgeRock Identity Cloud outside of a valid Subscription Term.

13.2 Disclaimer. SECTION 13.1 (FORGEROCK INTELLECTUAL PROPERTY INDEMNIFICATION) STATES THE ENTIRE LIABILITY OF FORGEROCK AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE FORGEROCK IDENTITY CLOUD.

13.3 Customer Indemnity. Customer shall indemnify and defend ForgeRock and its Affiliates against claims brought against ForgeRock by any third party arising from or related to (i) any use of the ForgeRock Identity Cloud in violation of Section 2 of this Agreement or any Applicable Law or the Acceptable Use Policy; or (ii) an allegation that the Customer Data, Customer PII, or Customer's use of the ForgeRock Identity Cloud in violation of this Agreement violates, infringes or misappropriates any Intellectual Property Rights of a third party. Customer will pay damages finally awarded against ForgeRock (or the amount of any settlement Customer enters into) with respect to such claims. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer or by the conduct of a third-party using Customer's access credentials. This obligation of Customer shall not apply if ForgeRock fails to timely notify Customer in writing of any such claim, however ForgeRock's failure to provide or delay in providing such notice shall not relieve Customer of its obligations under this Section except to the extent Customer is prejudiced by ForgeRock's failure to provide or delay in providing such notice. Customer is permitted to fully control the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability on behalf of ForgeRock or otherwise obligates ForgeRock to specific performance or diminishes ForgeRock's Intellectual Property Rights. In the event ForgeRock declines Customer's proffered defense, or otherwise fails to cede full control of the defense to Customer's designated counsel, then ForgeRock waives Customer's obligations under this Section 13.3. ForgeRock shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Customer.

14. **Data Processing Addendum.** To the extent that ForgeRock processes any Customer PII on Customer's behalf in the provision of the ForgeRock Identity Cloud, the applicable data processing addendum at <https://www.forgerock.com/privacydocumentation> ("DPA"), which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

15. LIMITATION OF LIABILITY.

15.1 Limitation on All Damages. TO THE EXTENT NOT PROHIBITED BY LAW, 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 OR PAYABLE UNDER THE RELEVANT ORDER FORM GIVING RISE TO SUCH LIABILITY FOR THE TWELVE (12) MONTHS PRECEDING ANY CLAIM. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS FOR ACCESS TO THE FORGEROCK IDENTITY CLOUD AND IDENTITIES.

15.2 Disclaimer of Consequential Damages. 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.

15.3 Exception to Limitation of Liability. THE LIMITATIONS OF LIABILITY UNDER SECTIONS 15.1 AND 15.2 ABOVE SHALL NOT APPLY TO EITHER PARTIES' LIABILITY FOR (A) 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; OR (D) FOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER ENGLISH LAW.

16. General.

16.1 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.

16.2 Publicity. Either party may include the other's name and logo in customer or vendor lists on such party's website and marketing collateral. Customer 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.

16.3 Compliance with Law. Customer agrees to comply with all relevant anti-bribery and anti-corruption laws in effect in the UK and U.S. and its local regulations, if any. As such, Customer acknowledges and agrees to comply with the Bribery Act 2010 in all business related to this Agreement. The ForgeRock Identity Cloud and associated software 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 laws and regulations of the United States and other countries ("Export Laws") to assure that Customer does not use or permit the use of the ForgeRock Identity Cloud in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation.

16.4 U.S. Government Restricted Rights. If Customer is a federal government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the ForgeRock Identity Cloud constitute software and documentation and are "Commercial Items" as defined under 48 C.F.R. 2.101, and are licensed as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212. If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Agreement.

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

16.6 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 16.6 shall be null and void.

16.7 Insurance. Throughout the term of this Agreement, ForgeRock shall, at its own cost, maintain reasonable insurance coverage. ForgeRock shall provide evidence of such insurance to Customer upon written request.

16.8 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 UK 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 applicable Order Form 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.

16.9 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 Internet or 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.

16.10 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 16.10. 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 venture, 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.

17. Trial Services.

17.1 ForgeRock Identity Cloud Trial. If Customer registers with ForgeRock for a free trial of any ForgeRock Identity Cloud for which Customer does not have a subscription under an Order Form ("**Free Trial**"), then ForgeRock may make such ForgeRock Identity Cloud available to Customer on a trial basis, free of charge, and solely for non-production use until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable service, (b) the start date of any subscription ordered by Customer for such service under an Order Form, or (c) termination by ForgeRock in its sole discretion. A free trial period may be extended upon mutual agreement by ForgeRock and Customer. Additional trial terms and conditions may appear on the trial Order Form. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

17.2 Customer Data for Trial. CUSTOMER DATA OR CUSTOMER PII ENTERED INTO THE FORGEROCK IDENTITY CLOUD DURING A FREE TRIAL MAY BE PERMANENTLY LOST OR UNUSABLE UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE FREE TRIAL OR EXPORT SUCH DATA AT THE CONCLUSION OF THE FREE TRIAL. NEITHER CUSTOMER NOR FORGEROCK ARE OBLIGATED TO EXTEND THE TERM OF ANY FREE TRIAL.

17.3 Free Trial Liability. NOTWITHSTANDING SECTION 6 (ForgeRock Support Services), SECTION 12 (Warranties, Exclusive Remedies, and Disclaimers), AND SECTION 13 (Indemnity), DURING THE FREE TRIAL THE FORGEROCK IDENTITY CLOUD IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY, INDEMNIFICATION, OR SUPPORT OR SERVICE LEVEL COMMITMENT OF ANY KIND. FORGEROCK SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE FORGEROCK'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL IS GBP £1,000. CUSTOMER SHALL NOT USE THE FREE TRIAL IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL.