

## ForgeRock Identity Cloud Evaluation Agreement (Dummy Data)

This ForgeRock Identity Cloud Evaluation Agreement - Dummy Data (“**Agreement**”) is made by and between ForgeRock Limited (“**ForgeRock**”), a company incorporated in England and Wales with company number 07227664 and the entity that shall access the ForgeRock Identity Cloud (as defined below) hereunder (“**Customer**”). This Agreement shall become effective 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 “**Acceptable Use Policy or AUP**” means the ForgeRock Identity Cloud Acceptable Use Policy located at [www.forgerock.com/terms](http://www.forgerock.com/terms).

1.2 “**Affiliate**” means 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.

1.3 “**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.

1.4 “**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.

1.5 “**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 shall not be deemed Confidential Information for purposes of this Section 1.5 and Section 7 (Confidentiality), whereby the treatment of Customer Data is addressed under Section 3.3 (Customer Data).

1.6 “**Customer Data**” means any data or information provided to ForgeRock by Customer through the ForgeRock Identity Cloud, solely limited to dummy test-only data (“Dummy Data”). For clarity, Dummy Data (i) may not include any data that may be considered to be live or production data and (ii) shall not contain any information that is capable of identifying a natural person.

1.7 “**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>.

1.8 “**Evaluation Term**” means the period of validity for the

Agreement, beginning on the Effective Date and expiring forty-five (45) days thereafter, unless otherwise agreed by the parties or extended by mutual written agreement.

1.9 “**ForgeRock Identity Cloud**” means the hosted, on-demand, web-based service provided by ForgeRock to Customer for evaluation use as set forth in this Agreement and as further described in the Documentation.

1.10 “**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.

1.11 “**Site**” means a ForgeRock established Internet site through which the ForgeRock Identity Cloud may be accessed.

## 2 Right to Use and Restrictions.

2.1 Evaluation Right to Use. During the applicable Evaluation Term, subject to the terms and conditions of this Agreement, ForgeRock grants to Customer a limited, non-exclusive, non-transferable right to permit Authorized Users to evaluate the ForgeRock Identity Cloud for its internal, non-production purposes in accordance with the Acceptable Use Policy and Documentation. Customer acknowledges and agrees that the ForgeRock Identity Cloud is provided hereunder for Customer’s internal evaluation purposes only, and may not be used for any production or commercial purposes whatsoever.

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 other than Dummy Data and 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 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) infringe the Intellectual Property Rights of any entity or person; (f) 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, including reverse engineering or conducting any penetration testing or load/stress testing without ForgeRock’s prior written consent; (g) propagate any virus, worms, trojan horses, or other programming routine intended to damage any system or data; (h) 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; (i) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or other similar item (other than a "bookmark" from a Web browser), to the Site or ForgeRock Identity Cloud, or any part thereof; (j) circumvent the user authentication or security of the Site or ForgeRock Identity Cloud or any host, network, or account related thereto; (k) use any application programming interface to access the ForgeRock Identity Cloud other than those made available by ForgeRock; (l) use the ForgeRock Identity Cloud for any benchmarking or write or develop any program based upon the ForgeRock Identity Cloud, or any portion or software applications thereof, or otherwise use the ForgeRock Identity Cloud in any manner for the purpose of developing, distributing or making accessible products or services that compete with any or all of the ForgeRock Identity Cloud; (m) make any use of the ForgeRock Identity Cloud that violates any Applicable Law; or (n) allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by or given to, Customer for access to 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 Updates.** ForgeRock may, in its sole discretion, provide updates, modifications or bug fixes for the ForgeRock Identity Cloud during the Evaluation Term. Any such updates, modifications, or bug fixes will be deemed part of the ForgeRock Identity Cloud and subject to the terms and conditions hereunder.

**2.4 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 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) 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.

### **3. Customer Responsibilities.**

**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; (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, and (e) backing up Customer Data. 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. Customer shall change all passwords used to access the ForgeRock Identity Cloud at regular intervals. 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 made known to

Customer through the ForgeRock Identity Cloud or otherwise. Customer agrees that ForgeRock does not control the transfer of data, including but not limited to Customer Data, over telecommunications facilities, including the Internet.

**3.3 Customer Data.** Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement. Customer grants to ForgeRock the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for ForgeRock to provide the ForgeRock Identity Cloud. Customer shall be responsible for Customer Data entered into 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 in compliance with Applicable Law. Customer agrees that it is entirely responsible for the content of Customer Data. 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 or Customer's Confidential Information.

## **4. Ownership and Feedback.**

**4.1 Ownership.** As between Customer and ForgeRock, Customer will retain all ownership rights in the Customer Data. 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, 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, 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 and Content.**

**5.1 Third-Party Components.** 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. In particular, Customer acknowledges that a high-speed Internet connection is required at all times in order to use the ForgeRock Identity Cloud properly, and Customer agrees that it will maintain such a high-speed connection throughout the Evaluation Term and that ForgeRock may not be obligated to provide certain services to the extent that such high-speed connection is not in operation. Customer acknowledges that ForgeRock engages third party

solutions and services in connection with the hosting and operating of the ForgeRock Identity Cloud and ForgeRock will have no warranty or other obligation with respect to such third party solutions and services.

5.2 Third Party Content. As part of the ForgeRock Identity Cloud, ForgeRock may provide Customer with access to 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 ("Third Party Content"). 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.

## 6. Term and Termination.

6.1 Term. This Agreement shall become effective upon the Agreement Effective Date and shall expire at the end of the Evaluation Term, unless otherwise agreed by the parties or extended by mutual written agreement.

6.2 Termination. This Agreement shall terminate: (i) immediately after ForgeRock gives Customer notice of Customer's material breach of any provision of the Agreement; (ii) upon ten (10) days written notice by ForgeRock with or without cause; or (iii) immediately after ForgeRock determines and gives Customer notice that Customer's continued use of the ForgeRock Identity Cloud may result in harm to the ForgeRock Identity Cloud (including the systems used to provide the ForgeRock Identity Cloud) or ForgeRock customers, or result in a violation of Applicable Law, legal obligation or legal rights of another. In addition to any other remedies available at law or in equity, ForgeRock will have the right to immediately, in ForgeRock's sole and reasonable discretion, remove any potentially offending Customer Data from the ForgeRock Identity Cloud, deactivate Customer's user name(s) and password(s) and/or suspend Customer's access to the ForgeRock Identity Cloud and so notify Customer if the circumstances permit. Unless extended as set forth above, Customer's access to the ForgeRock Identity Cloud will be terminated upon the effective date of termination. Customer shall have the ability to access its Customer Data at any time during an Evaluation 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.

6.3 Surviving Provisions. The terms of Section 1 (Definitions), 2.2 (Service Usage Restrictions), 4.1 (Ownership), 6 (Term and Termination), 7 (Confidentiality), 9 (Disclaimer of Warranties and Support Obligations), 10 (Limitation of Liability and Disclaimer of Consequential Damages), and 11 (General) shall survive termination or expiration of this Agreement.

## 7. Confidentiality.

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

7.2 Exceptions to Obligation. Notwithstanding this Section 7, 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.

8. 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 or Customer's use of the ForgeRock Identity Cloud in violation of this Agreement violates, infringes or misappropriates the 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 8. ForgeRock shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Customer.

## 9. Disclaimer of Warranties and Support Obligations.

9.1 Disclaimer of Warranties. THE FORGEROCK IDENTITY CLOUD IS 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.

9.2 Disclaimer of Support Obligations. FORGEROCK SHALL NOT PROVIDE ANY SUPPORT FOR THE FORGEROCK IDENTITY CLOUD AND ANY MODIFICATIONS THERETO.

**10. 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; OR (D) FOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER ENGLISH LAW; IS EXCLUDED OR LIMITED BY THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, EXCEPT AS SET FORTH ABOVE, IN NO EVENT SHALL FORGEROCK BE LIABLE FOR ANY DATA BREACH OR LOSS, 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.

## 11. General.

11.1 Right and Authority. In the event that Customer is not an individual, the individual represents and warrants to ForgeRock that he or she has the requisite right and authority to agree to this Agreement on behalf of the Customer.

11.2 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.

11.3 Compliance with Law. 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. 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 United States or United Kingdom denied party-list, embargoed country restriction, export law or regulation.

11.4 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 attorney's fees, and costs and expenses incurred.

11.5 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 11.5 shall be null and void.

11.6 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 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.

11.7 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 11.7. 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.