

Deployment Support Services Addendum

Version: 20190716

This Deployment Support Services Addendum ("Addendum") is hereby incorporated into the agreement between ForgeRock and the entity that has licensed from ForgeRock products and services ("Customer") either directly or from an authorized reseller of ForgeRock products (the "Agreement"). This Addendum shall become effective upon the date last executed below ("Addendum Effective Date"). Capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the Agreement.

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 Option to Purchase. Upon the Addendum Effective Date, Customer may purchase Deployment Support Services (as defined below) by executing an Order Form for such services.

2 Deployment Support Services.

- 2.1. <u>Description of Deployment Support Services</u>. The ForgeRock deployment support services are limited to technical consultation or mentoring assistance regarding the ForgeRock Software capabilities and may be further described in an Order Form (the "*Deployment Support Services*"). The Order Form will specify: (a) the number of hours or days of Deployment Support Services that will be made available by ForgeRock ("*Deployment Support Hours*"); and/or (b) any packaged workshops to be delivered ("*Packaged Workshops*"). All Deployment Support Services shall be valid for the Subscription Length under the corresponding Order Form under which the Deployment Support Services are purchased. Any unused Deployment Support Services will not be subject to any credit or refund and will not be carried forward.
- 2.2. <u>Deployment Support Hours</u>. Deployment Support Hours will be scheduled during the Subscription Length under the corresponding Order Form under which the Deployment Services are purchased. Scheduling shall be based on Customer's project schedule and availability of the applicable ForgeRock resource. Unless otherwise agreed by ForgeRock, Deployment Support Hours are only available Monday through Friday during ForgeRock's regular business hours, excluding holidays and planned vacations for the applicable ForgeRock resource, or as reasonable, taking into account location and resource availability.
- 2.3. <u>Packaged Workshops</u>. Customer may purchase any of ForgeRock's Packaged Workshops by executing an Order Form for such services. Packaged Workshops are delivered in three (3) and five (5) consecutive day sessions, respectively, unless otherwise agreed to between the parties.
- 2.4. <u>Sample Code</u>. Any sample code, scripts, connectors, or other materials (collectively, "Sample Code") provided by ForgeRock in connection with ForgeRock's performance of the Deployment Support Services may be used by Customer solely for purposes of Customer exercising its license to the ForgeRock Software under this Addendum and subject to all restrictions herein ("Purpose"). Unless otherwise specified by ForgeRock, any Sample Code provided by ForgeRock to Customer in source form as part of the Deployment Support Services may be further modified by

Customer as required for the Purpose. Any Sample Code provided by ForgeRock under open source license terms will remain subject to the open source license terms under which it is provided. Customer shall not use or combine any open source software with ForgeRock Software in any manner which would subject any ForgeRock Software to any open source license terms. For the avoidance of doubt, any Sample Code provided hereunder is expressly excluded from ForgeRock's indemnity or support obligations.

- 2.5. <u>Method of Delivery</u>. ForgeRock will make a resource available, either on-site or remote, to provide the Deployment Support Services. If any Sample Code (as defined in Section 2.4) will be provided as part of the Deployment Support Services, ForgeRock shall make the Sample Code available for download in a non-production environment.
- 2.6. <u>Conditions and Exclusions</u>. The Deployment Support Services are subject to the following terms, as well as any additional conditions and exclusions set forth in the applicable Order Form:
- (a) Customer will designate a point of contact for the Deployment Support Services who will serve as an escalation point for ForgeRock and assist in scheduling and providing Customer resources, as required for ForgeRock to perform the Deployment Support Services.
- (b) Customer will provide a non-production workspace, internet connection, access badges, credentials or other access rights required for the ForgeRock resource to perform the Deployment Support Services.
- (c) Customer remains responsible for project management. ForgeRock is not responsible for providing management of Customer's projects or implementations as part of the Deployment Support Services but may provide recommendations to Customer and keep internal ForgeRock teams informed about Customer's project timelines as part of the Deployment Support Services.
- (d) Customer or its applicable implementation services provider will remain solely responsible for any testing, development, configuration, implementation or similar steps required for a production environment or commercial deployment of the ForgeRock Software.
- (e) The Deployment Support Services do not include Support Services or ForgeRock University Courses, which must be purchased separately. The Deployment Support Services do not provide a point of contact for support. The first point of contact for support is the ForgeRock ticketing system and regional support escalation number provided separately as part of support services.
- (f) ForgeRock's provision of the Deployment Support Services expressly excludes any consulting services, including any handson development, configuration or implementation of the Software ("Consulting Services"). If Customer requires the provision of

Consulting Services, the details and terms of such services 4. will be set forth in a separate signed writing between the parties.

- (g) The Deployment Support Services are provided on a non-exclusive basis. Nothing shall be construed as restricting or limiting ForgeRock from providing the same or similar services to other customers or Customers. This Addendum does not limit or restrict either party from entering into agreements or services engagements with any other entities or require either party to limit or restrict the assignment of any of its personnel. Neither party will be restricted with respect to general skills or knowledge acquired by its personnel performing Services under this Addendum or any ideas, information or understandings retained in their unaided human memory.
- 2.7. <u>Travel and Expenses</u>. The Fees for any Deployment Support Services or University Courses set forth in the Order Form are exclusive of travel and living expenses. Customer hereby authorizes ForgeRock to incur reasonable travel and living expenses for such services in accordance with ForgeRock's Travel and Expense Policy ("*T&E Policy*"), which shall be invoiced separately. Any costs outside the T&E Policy will require prior approval by the parties. A copy of the ForgeRock T&E Policy will be provided to Customer upon request.
- 3. ForgeRock Intellectual Property. Title to and ownership of all copies of the Software, or any Sample Code (excluding any open source code) provided pursuant to Section 2.4 (Sample Code), whether in machine-readable (source, object code or other format) or printed form, and all related technical know-how and all rights therein (including without limitation all Intellectual Property Rights applicable thereto and in all derivative works by whomever produced), are reserved by ForgeRock and its licensors and shall remain the exclusive property thereof. All rights not expressly granted to Customer are reserved by ForgeRock and its licensors.

4. Warranties and Disclaimer of Warranties.

- 4.1 <u>Warranty</u>. ForgeRock warrants for the sole benefit of Customer that the Deployment Support Services will be performed by ForgeRock with due care and skill in a professional, workmanlike manner. The foregoing warranty shall not apply to any error or failure resulting from: (i) Customer's failure to follow any reasonable instructions of ForgeRock; and (ii) Customer's negligence or accident. As ForgeRock's entire liability and Customer's exclusive remedy for breach of the warranty set forth in Section 4.1, if Customer notifies ForgeRock in writing within ten (10) days of completion of the applicable Deployment Support Services, ForgeRock shall re-perform such services at no additional cost to Customer.
- Disclaimer of Warranties. ALL DEPLOYMENT SUPPORT SERVICES, RECOMMENDATIONS, REPORTS, SAMPLE CODE AND OTHER INFORMATION AND MATERIALS ARE LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FORGEROCK AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT. THE REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS THAT FORGEROCK HAS VIOLATED WARRANTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORGEROCK SHALL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO ANY USE. IMPLEMENTATION OR CONFIGURATION OF ANY OF THE DEPLOYMENT SUPPORT SERVICES, RECOMMENDATIONS, REPORTS, SAMPLE CODE, OR OTHER INFORMATION OR MATERIALS IN ANY PRODUCTION ENVIRONMENT OR FOR ANY COMMERCIAL DEPLOYMENT.