

ForgeRock Identity Cloud Downloadable Components Supplement

This ForgeRock Identity Cloud Downloadable Components Supplement ("Supplement") is hereby incorporated into 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 this Supplement shall have the meaning set forth in the Agreement. Except as otherwise set forth in this Supplement, this Supplement incorporates by reference all the terms and conditions of the Agreement, provided that this Supplement applies solely to the ForgeRock Downloadable Components (defined below).

1. Definitions.

- 1.1 "Downloadable Components" means the following ForgeRock software, in binary form, set forth in the applicable Order Form, including all updates thereto and the Downloadable Components Documentation: (1) Identity Gateway, (ii) Microservices Security, (iii) Policy Agents, (iv) Remote Connector Server, (v) IDM Connector, or (vi) ForgeRock Identity Cloud Edge Security Workforce Enterprise Connect.
- 1.2 "Downloadable Components Documentation" means the generally available end user documentation provided by ForgeRock with the Downloadable Components.
- 2. Interpretation. All references to the ForgeRock Identity Cloud in the Agreement shall also apply to the Downloadable Components, provided that any obligations, rights or definitions in the Agreement regarding Customer Data or Customer PII and any other exhibits, agreements or documents referenced in the Agreement that apply specifically to the ForgeRock Identity Cloud, including but not limited to ForgeRock Identity Cloud Availability and the Data Protection Addendum are not applicable to the Downloadable Components.
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- Restrictions. Components. Customer shall use the 4. Downloadable Components solely in connection with Customer's implementation and use of the ForgeRock Identity Cloud and for no other purpose. Customer shall not, directly or indirectly: (a) sublicense, resell, rent, lease, provide on a timesharing or service provider basis or otherwise transfer rights or usage in the Downloadable Components; (b) remove or alter any copyright, trademark or proprietary notice in the Downloadable Components; (c) reverse engineer or decompile any portion of the Downloadable Components not provided in source code format, or in any way derive source code from the Downloadable Components, except to the extent enforcement of the foregoing is prohibited by applicable law (d) use any Downloadable Components for any benchmarking or development of any competitive products or services, and (e) use the Downloadable Components in violation of any applicable laws, rules, or regulations.

5. Cease Downloadable Components Use. If the Agreement or applicable Order Form terminates or expires, Customer will stop using the Downloadable Components and Downloadable Components Documentation, and promptly delete all copies thereof.

6. Warranty, Remedies and Disclaimer.

- 6.1 <u>Warranty</u>. ForgeRock warrants that, during the Subscription Term, the Downloadable Components shall perform materially in accordance with the Downloadable Components Documentation. The foregoing warranty shall not apply to any error or failure resulting from: (i) use of the Downloadable Components in an operating environment other than as set forth in the Downloadable Components Documentation; (ii) Customer's failure to follow any reasonable instructions of ForgeRock; (iii) use of the Downloadable Components outside the terms and conditions of this Agreement; or (iv) modification of the Downloadable Components by anyone other than ForgeRock.
- 6.2 <u>Corrections.</u> As ForgeRock's entire liability and Customer's exclusive remedy for breach of the warranty set forth in Section 6.1, ForgeRock shall, at no charge: (a) use commercially reasonable efforts to make a correction available to the Downloadable Components; (b) replace the Downloadable Components with conforming software; or (c) after making all commercially reasonable efforts to provide the foregoing remedies, terminate the applicable license and refund the unused portion of any pre-paid Fees received by ForgeRock.
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