

## **ForgeRock Push Notification Service Terms and Conditions**

This Agreement applies only to the ForgeRock Push Notification Service (the "Service"). This Agreement supersedes all other agreements and exclusively controls all usage of the Service. This Agreement does not govern the use of any ForgeRock software or other services, which shall be exclusively be subject to the terms of the end user license agreement between the parties.

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT CUSTOMER'S RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO CUSTOMER. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

THESE TERMS AND CONDITIONS CONSTITUTES A BINDING AGREEMENT BETWEEN CUSTOMER AND FORGEROCK. BY SIGNING AN ORDER FORM THAT INCORPORATES THESE TERMS AND CONDITIONS OR BY USING THE SERVICES REFERENCED HEREIN, CUSTOMER IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. THE ORDER FORM AND THESE TERMS AND CONDITIONS TOGETHER CONSTITUTE THE "AGREEMENT". IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE FORGEROCK PUSH NOTIFICATION SERVICE.

### **1. Rights to Use the Service.**

- a. *Limited Licenses.* Upon execution of the Order Form referencing these terms and during the subscription term for the Service as set forth therein, ForgeRock grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license right to (a) access and use the Service solely from Customer's ForgeRock Software subject to the terms contained herein and (b) copy and use the Service Provider Content, if any, solely in connection with Customer's permitted use of the Services. Except as provided in this Section, Customer shall obtain no rights under this Agreement from ForgeRock or its licensors to the Service or any components thereof, including any related intellectual property rights.
- b. *Notifications.* Customer may only use the Service to deliver messages required for the authentication or management of End Users managed within Customer's instance of licensed ForgeRock Software and Customer may not deliver any other content in such messages. Such notifications may only be sent (a) to End Users who have agreed to receive notifications from Customer, (b) if comprised solely of Customer's Content lawfully obtained by Customer, (c) to the ForgeRock authentication applications available from the Apple store and Google Play store, and (d) to End Users for whom Customer has purchased Identity Licenses for the ForgeRock Software (or otherwise individual identities licensed for management under Customer's ForgeRock Software license agreement).
- c. *Service Provider Delivery.* Customer acknowledge that portions of the Service are delivered by a Service Provider on behalf of ForgeRock. The Service Provider is not a party to this Agreement but is a third party beneficiary and may enforce the terms of this Agreement directly in the event of a breach of the terms. Links to certain Service Provider policies and guides are provided herein and Customer's acceptance of this Agreement includes acceptance of the Service Provider's policies (including without limitation Service Provider's privacy policy). Service Provider may update these policies from time to time and such updates shall be posted on Service Provider's website. As part of the Service, Customer may be allowed to use certain Service software provided by the Service Provider or third party licensors. This software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and Customer may not transfer it outside the Services without specific authorization to do so. The Service is provided as a service by ForgeRock for the sole use of Customers with a valid support subscription or partners with a valid partner agreement.
- d. *Customer's Content.* As between Customer and ForgeRock, Customer or Customer's licensors own all right, title, and interest in and to Customer's Content. Except as provided in this Section, ForgeRock obtains no rights under this Agreement from Customer or Customer's licensors to Customer's Content, including any related intellectual property rights. Customer consent to ForgeRock's (or its Service Providers') use of Customer's Content to provide the Services to Customer and any End Users.

### **2. Service Restrictions**

- a. *Use Restrictions.* Neither Customer nor any End User may use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software

included in the Service, (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service, (c) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) reseller sublicense the Service. All licenses granted to Customer in this Agreement are conditional on Customer's continued compliance with this Agreement, and will immediately and automatically terminate if Customer does not comply with any term or condition of this Agreement. During and after the subscription term, Customer will not assert, nor will Customer authorize, assist, or encourage any third party to assert, against ForgeRock, its Service Providers or any of their affiliates, Customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Customer has used.

- b. *Notification Restrictions.* Customer may not charge recipients for receiving notifications through the Service. Customer must advise recipients receiving Service notifications by SMS that wireless carriers may charge the recipient to receive Service notifications by SMS. Under no circumstances may Customer use the Service to (i) transmit any material that contains viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs, (ii) offer or purport to offer any Emergency Services. "Emergency Services" means services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services, (iii) materially violate or facilitate the material violation of any local or foreign law, rule, regulation or order, including laws regarding the transmission of data or software, (d) transmit material that is sexually explicit, relates to "adult services", or contains sensitive financial or identifying information (such as social security numbers), (iv) resell, sublicense or timeshare the Services or use them on behalf of anonymous or other third parties, or (v) use the Services in hazardous environments (such as operation of nuclear facilities, aircraft navigation, or any other use that may result in foreseeable risk of injury, death, or destruction of property). In addition to the foregoing restrictions, Customer must seek ForgeRock's approval prior to using the Service for (a) financial transactions or payment services (e.g., mobile banking, bill presentment, bill payment, money transfer, peer-to-peer payment or lending credit, debit or stored value payment services); (b) charitable programs (e.g., soliciting donations for a non-profit organization); (c) sweepstakes or contests; (d) advertisements or promotions for commercial products, goods or services; or (e) location-based services (e.g., where a recipient receives messages based on the geographical location of the recipient's wireless device). ForgeRock's approval of such use, if any, is expressly conditional upon Customer waiving all of ForgeRock's liability related to any such use. Customer must comply with the current technical documentation applicable to the Services (including the applicable developer guides) as posted by Service Provider and updated by Service Provider from time to time on the Service Provider's site. In addition, if Customer creates technology that works with a Service, Customer must comply with the current technical documentation applicable to that Service (including the applicable developer guides) as posted by Service Provider and updated by Service Provider from time to time on the Service Provider's site.
- c. *Usage Monitoring.* Customer will provide information or other materials related to Customer's Content (including copies of any client-side applications) as reasonably requested by Service

Provider or ForgeRock to verify Customer's compliance with the Agreement. Service Provider may monitor the external interfaces (e.g., ports) of Customer's Content to verify Customer's compliance with the Agreement. Customer will not block or interfere with Service Provider's monitoring, but Customer may use encryption technology or firewalls to help keep Customer's Content confidential. Customer will reasonably cooperate with Service Provider to identify the source of any problem with the Services that ForgeRock reasonably believes may be attributable to Customer's Content or any end user materials that Customer controls.

- d. *Usage Violations.* If Service Provider or ForgeRock reasonably believe any of Customer's Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement (including the documentation, the Service Terms, or the Service Provider's [Acceptable Use Policy](#)) ("Prohibited Content"), Service Provider or ForgeRock may attempt to notify Customer of the Prohibited Content and request that such content be removed from the Services or access to it be disabled or ForgeRock may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, pursuant to the Digital Millennium Copyright Act or as required to comply with law or any judicial, regulatory or other governmental order or request. Unless restricted by law, ForgeRock will make reasonable commercial efforts to notify Customer prior to removing any content.

### 3. Support & Maintenance

- a. *Service Provider Updates.* From time to time, Service Provider may apply upgrades, patches, bug fixes or other maintenance to the Service. Service Provider agrees to use reasonable efforts to provide Customer with prior notice of any scheduled maintenance and Customer agrees to use reasonable efforts to comply with any maintenance requirements of which Customer is notified.
- b. *Customer Support.* ForgeRock will address all requests for assistance solely on a reasonable efforts basis provided that such requests must be logged in via standard ticketing system on the ForgeRock support portal. Support issues will be addressed in accordance with ForgeRock's standard support processes and the Service is not subject to any specially negotiated terms regarding support on ForgeRock Software. Customer is responsible for providing support service (if any) to End Users, as neither ForgeRock nor Service Provider will provide any support or services to End Users.
- c. *Suggestions.* If Customer provides any Suggestions to ForgeRock, Service Provider or their affiliates, such parties will own all right, title, and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Such entities and their affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to the entity to which it made its submission all right, title, and interest in and to the Suggestions and agree to provide ForgeRock any assistance ForgeRock may require to document, perfect, and maintain their rights in the Suggestions.

### 4. Changes & Limitations

- a. ForgeRock or Service Provider may change, introduce a cost, discontinue or deprecate support for the Service for any reason at any time without liability of any kind.
- b. Customer's notifications sent through the Service may be blocked, delayed or prevented from being delivered by destination servers and other reasons outside of ForgeRock or Service Provider's control and there is no warranty that the service or content will be uninterrupted, secure or error free or that notifications will reach their intended destination during any stated time-frame. In addition, Customer acknowledges that ForgeRock may not be able to provide the service if a wireless carrier delivering the Service notifications terminates or suspends their service.
- c. ForgeRock may introduce a change to the Service that will mandate an update to the ForgeRock Identity Platform and/or the official ForgeRock authentication applications.
- d. Any third party push notification platform that Customer uses in connection with the Service is Customer's responsibility and ForgeRock and its Service Providers take no liability for such use. Customer's use of such push notification platform is subject to the platform's terms and conditions, and Customer is solely responsible for complying with those terms and conditions. ForgeRock may change, discontinue or deprecate support for a push notification platform for any reason at any time.

### 5. Security and Data Privacy.

- a. *Service Provider Security.* Without limiting Section 10 or Customer's obligations under Section 6, ForgeRock's Service Providers have been bound to implement reasonable and appropriate measures designed to help Customer secure Customer's Content against accidental or unlawful loss, access or disclosure.
- b. *Data Privacy.* Customer acknowledges that its Content may be transferred and stored in any region in which the Service is operated within, which may include but is not limited to the transfer of Content out of the country or region of origin. Further, Customer acknowledges that its service attributes and contact information may be processed anywhere ForgeRock and the Service Provider operate. ForgeRock (or its Service Providers) will not access or use Customer's Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body.

ForgeRock (and its Service Providers) will not disclose Customer's Content to any government or third party; except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, ForgeRock (or its Service Provider's) will give Customer notice of any legal requirement or order referred to in this Section. ForgeRock and its Service Providers will only use Customer's account information in accordance with the Privacy Policy, and Customer consent to such usage. The Privacy Policy does not apply to Customer's Content.

### 6. Customer's Responsibilities

- a. *Adequate Rights.* Customer represents and warrants to ForgeRock that:
- (a) Customer or Customer's licensors own all right, title, and interest in and to Customer's Content; (b) Customer has all rights in Customer's Content necessary to grant the rights contemplated by this Agreement; and (c) none of Customer's Content or End Users' use of Customer's Content, or the Service will violate the Service Provider's Acceptable Use Policy.
- b. *No Disclosures.* Customer agrees not to disclose confidential information to the Service Provider unless Customer has a separate non-disclosure agreement protecting such information. Service Providers shall have no obligation of confidentiality unless otherwise protected in such agreement.
- c. Customer will ensure that all information Customer provides to use the Service (for instance, information provided in connection with Customer's registration for the Services, requests for increased usage limits, etc.) is accurate, complete and not misleading.
- d. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, Customer's employees or a third party (including Customer's contractors or agents) and, except to the extent caused by ForgeRock (or its Service Providers) breach of this Agreement, such parties and their affiliates are not responsible for unauthorized access to Customer's account. Customer will contact ForgeRock immediately if Customer believes an unauthorized third party may be using Customer's account or if Customer's account information is lost or stolen.
- e. *Compliance with Laws.* Customer and any of Customer's applications that use the Service must comply with all laws, rules, and regulations applicable in jurisdictions in which Customer's applications are used.
- f. *Customer's Content.* Customer is solely responsible for the development, content, operation, maintenance, and use of Customer's Content.
- g. *Other Security and Backup.* Customer is responsible for properly configuring and using the Service and taking Customer's own steps to maintain appropriate security, protection and backup of Customer's Content, which may include the use of encryption technology to protect Customer's Content from unauthorized access and routine archiving Customer's Content. Service Provider log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose Customer's private key to Customer's agents and subcontractors performing work on Customer's behalf.

7. *Fees and other ForgeRock Purchases.* ForgeRock does not charge a fee for the Service at this time. Customer expressly agrees that (a) Customer's other purchases of ForgeRock

Software or other services is not contingent on the initial or continuing provisioning of the Services and (b) in the event that ForgeRock suspends, changes, deprecates, terminates the Service (or any component thereof) for any reason, Customer waives all claims for any refunds, damages or other compensation related to such termination.

8. **Term; Suspension.** This Agreement shall remain in effect as long as Customer has a valid Subscription Term for the Service. Either party may terminate the Agreement (and the Service) without cause and without liability upon written notice (for which email shall suffice). Upon termination of this Agreement, Customer's access to the Service shall immediately terminate and any Service Provider Software or Confidential Information in Customer's possession must be immediately returned to ForgeRock or destroyed. ForgeRock (or its Service Providers) may throttle or restrict notifications if its determined, in such entities sole discretion, that Customer's activity may be in violation of the Service Provider's Acceptable Use Policy or this Agreement. ForgeRock's right to suspend Customer's or any End User's right to access or use the Services is in addition to ForgeRock's right to terminate this Agreement.
9. **Indemnification.** Customer will defend, indemnify, and hold harmless ForgeRock, its Service Providers, their affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any End Users' use of the Services (including any activities under Customer's Service account and use by Customer's employees and personnel); (b) breach of this Agreement or violation of applicable law by Customer or any End User; (c) Customer's Content or the combination of Customer's Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer's Content or by the use, development, design, production, advertising or marketing of Customer's Content; or (d) a dispute between Customer and any End User. If ForgeRock, its Service Providers or their affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, Customer will also reimburse such entities for reasonable attorneys' fees, as well as their employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at their then-current hourly rates. ForgeRock will promptly notify Customer of any claim subject to Section 9, but any failure to promptly notify Customer will only affect Customer's obligations under Section 9 to the extent that ForgeRock's failure materially prejudices Customer's ability to defend the claim. Customer may: (a) use counsel of Customer's own choosing (subject to ForgeRock's written consent) to defend against any claim; and (b) settle the claim as Customer deems appropriate, provided that Customer shall obtain ForgeRock's prior written consent before entering into any settlement. ForgeRock may also assume control of the defense and settlement of the claim at any time.
10. **Disclaimers.** THE SERVICES ARE PROVIDED "AS IS." FORGEROCK, ITS SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER'S CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, FORGEROCK, ITS SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
11. **Limitations of Liability.** FORGEROCK, ITS SERVICE PROVIDERS AND THEIR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING

DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER FORGEROCK, ITS SERVICE PROVIDERS AND THEIR AFFILIATES NOR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, (II) FORGEROCK'S DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA. IN ANY CASE, FORGEROCK, ITS SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT CUSTOMER ACTUALLY PAID FORGEROCK UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

12. **Miscellaneous.**
  - a. **Service Provider Confidentiality and Publicity.** To the extent that Customer gains access to Service Provider Confidential Information pursuant to the use of the Service. Customer may use such Confidential information only in connection with Customer's use of the Service as permitted under this Agreement. Customer will not disclose Service Provider Confidential Information during the Term or at any time during the 5 year period following the end of the applicable subscription term. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Service Provider Confidential Information, including, at a minimum, those measures Customer take to protect Customer's own confidential information of a similar nature. Customer will not issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Service.
  - b. **Force Majeure.** ForgeRock, its Service Providers, and their affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such entities reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
  - c. **Independent Contractors; Non-Exclusive Rights.** ForgeRock and Customer are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
  - d. **No Third Party Beneficiaries.** Except for ForgeRock's Service Provider, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
  - e. **U.S. Government Rights.** The Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services. If Customer is using the Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue Customer's use of the Services. The terms "commercial item" "commercial computer software," "commercial computer software

documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- f. *Import and Export Compliance.* In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer is solely responsible for compliance related to the manner in which Customer chooses to use the Service, including Customer's transfer and processing of Customer's Content, the provision of Customer's Content to End Users, and the regions in which any of the foregoing occur.
- g. *Notice.*
- i. ForgeRock may post notices on its support site (currently referred to as Backstage) and such notices shall be effective upon posting. In addition to the foregoing, ForgeRock shall make reasonable commercial efforts to provide email to the address provided by Customer to ForgeRock.
- ii. Customer may provide notices hereunder, in English, in writing to: ForgeRock, ATTN: General Counsel, Notice, 201 Mission Street, Suite 2900, San Francisco, CA 94105.
- h. *Assignment.* Customer will not assign this Agreement, or delegate or sublicense any of Customer's rights under this Agreement, without ForgeRock's prior written consent. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- i. *No Waivers.* The failure by ForgeRock to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit ForgeRock's right to enforce such provision at a later time. All waivers by ForgeRock must be in writing to be effective.
- j. *Severability.* If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
- k. *Governing Law; Venue.* The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between Customer and ForgeRock related to the Service. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- l. *Disputes.* Any dispute or claim relating in any way to Customer's use of the Service will be resolved by binding arbitration, rather than in court, except that Customer may assert claims in small claims court if Customer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. To request an arbitration proceeding, Customer must send a letter requesting arbitration and describing Customer's claim to ForgeRock in accordance with the notice provision. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. ForgeRock and Customer agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration ForgeRock and Customer waive any right to a jury trial. Notwithstanding the foregoing, any party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- m. *Entire Agreement.* This Agreement includes the Policies and is the entire agreement between Customer and ForgeRock regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and ForgeRock, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between Customer and ForgeRock, the security and data privacy provisions of this Agreement contain ForgeRock's and its affiliates' entire obligation regarding the security, privacy and confidentiality of Customer's Content. ForgeRock will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any order, receipt, acceptance,

confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

### 13. Definitions.

"Content" means software (including machine images), data, text, audio, video, or images.

"Customer" or "Customer's" means the person or company who is being licensed to use the Service, as contained in the applicable Order Form. "Customer's Content" means Content that Customer or any End User transfers to ForgeRock or its Service Providers for processing, storage or hosting by the Services in connection with Customer's Service account and any computational results that Customer or any End User derive from the foregoing through their use of the Services. "Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services located at <http://aws.amazon.com/documentation>, as may be updated by Service Provider from time to time.

"End User" means any individual or entity that directly or indirectly: (a) accesses or uses Customer's Content; or (b) otherwise accesses or uses the Services under Customer's account.

"ForgeRock" means the ForgeRock group company with which Customer has contracted to use the Service.

"ForgeRock Software" means all software distributed by ForgeRock that is subject to a separate license agreement.

"Identity License" means an individual identity managed by Customer's ForgeRock Software, or as otherwise defined in Customer's separate software license with ForgeRock for ForgeRock Software.

"Order Form" means ForgeRock's standard order form referencing this Agreement that has been executed by the parties.

"Service Provider" means a third party entity contracted by ForgeRock to deliver the Service.

"Service Provider Software" means certain commercial software products being provided to Customer under this Agreement or otherwise used or accessed by Customer through use of the Services, including executable program modules thereof, as well as related documentation and computer readable media and at all times excludes ForgeRock Software;

"Service Provider's Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated from time to time.

"Service Provider Confidential Information" means all nonpublic information disclosed by Service Provider, its affiliates, business partners or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Service Provider Confidential Information includes: (a) nonpublic information relating to Service Provider or its affiliates or business partners' technology, Customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that Service Provider is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between Customer and Service Provider or its affiliates. Service Provider Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Customer at the time of Customer's receipt; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Customer without reference to the Service Provider Confidential Information.

"Service Provider's Site" means <http://aws.amazon.com> and any successor or related site designated by Service Provider.

"Service Provider Privacy Policy" means the privacy policy currently referenced at <http://aws.amazon.com/privacy>, as it may be updated by Service Provider from time to time.

"Subscription Term" means the period of the time for which Customer has contracted to receive the Service set forth in the applicable Order Form, provided that if no period is stated the Subscription Term shall either (a) match Subscription Term of the applicable ForgeRock Software, if such software is licensed on a subscription basis or (b) during the period for which Customer remains current on the Support Services for its ForgeRock Software, if such software has been licensed on a perpetual basis.