

FORGEROCK PACKAGED SERVICES DESCRIPTIONS

These services are subject to the applicable agreement between you and ForgeRock. In the absence of a separate written agreement the parties, the terms following the descriptions shall apply.

Packaged Services Definitions:

Open Identity Stack High-level Architecture Workshop	<p>The Architecture Workshop service is designed for a ForgeRock consultant to work with the customer to review Identity Relationship Management issues, requirements, use cases and to determine how best the Open Identity Stack (OIS) can be deployed to address said areas.</p> <p>The workshop will be conducted by a ForgeRock consultant(s) to ensure appropriate considerations have been taken into account.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none">• To align the customer business and technical requirements with the product capabilities,• To provide the customer with a better understanding of the ForgeRock products architecture and configuration providing a basis for a future TO-BE architecture.• To work with the customer to determine what parts of OIS the customer requires and to formulate at a high level how said parts would be leveraged and deployed.• To map out the high level architecture of the project including both functional and non-functional aspects.• To verify potential issues and address technical questions around the OIS capabilities.• To determine the future services packages that will be required by the customer. <p><u>Deliverable:</u></p> <ul style="list-style-type: none">• A resource on-site providing mentoring services• Optionally a summary report describing identified recommendations
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**Open Identity Stack
Product Configuration
Workshop**

The Configuration Workshop service is designed for a ForgeRock consultant to work with the customer to develop a detailed Open Identity Stack configuration that addresses the identified customer business, functional and non-functional requirements.

The workshop will be conducted by a ForgeRock consultant(s) to ensure appropriate considerations have been taken in to account.

Objectives:

- To review the high level objectives of the project including both functional and non-functional aspects.
- To work with the customer to provide a proposed architectural design that is in line with best-practices and which potential risks have been considered and bounded appropriately.
- To support the customer in undertaking a detailed design of the architecture; and
- To determine the future services packages that will be required by the customer.

Deliverable:

- A resource on-site (or remote) providing mentoring services.
- Optionally a summary report describing configuration recommendations

<p>Product Specialist Field Assistance</p>	<p>The Product Specialist Field Assistance service is designed to enable ForgeRock to provide product-specific resource on-site to assist with a proof-of-concept, system build, provide a better understanding of the ForgeRock products architecture and configuration, or other mentoring activities.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none"> • To review customers’ existing technical and operational environment, architectural documents and deployment plans. • To provide guidance to deployment best-practices. • To provide mentoring to customer resources • To determine the future services packages that will be required by the customer. <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • A resource on-site (or remote) providing mentoring services. • Optionally a summary report describing identified recommendations.
<p>Supportability Review</p>	<p>The Supportability Review service provides a review of a current build or production system that will allow ForgeRock to evaluate whether the applied configuration is in line with ForgeRock expectations, and whether the set-up can be fully supported by ForgeRock under the Subscription Agreement.</p> <p>The workshop will be conducted by a ForgeRock consultant(s) working with the customer to identify potential support issues.</p> <p><u>Objective:</u></p> <ul style="list-style-type: none"> • To review customers’ existing technical and operational environment, architectural documents, deployment plans and validate that the pre-production deployment meets the functional and non-functional requirements specified. • To conduct a run-book review, support process review, production deployment/hand-over process review. • To review the Open Identity Stack product deployment and configuration • To identify and optionally document issues that could arise with the system if it were to be placed in a live production environment. • To determine the future services packages that will be required by the customer. <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • A resource on-site providing mentoring services • Optionally a summary report describing identified recommendations
<p>On-site Operational Assistance, Mentoring and Support Co-ordination</p>	<p>The On-site Operational Assistance service is designed to enable ForgeRock to provide on-site operational assistance, mentoring and support co-ordination in a production environment. The focus is on providing assistance to the teams supporting production systems, and help to make sure there are appropriate processes in place to run systems smoothly, monitor them effectively and that pro-active advice is given to prevent issues from arising.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none"> • To review customers’ existing technical and operational environment, architectural documents and implementation documentation. • To provide assistance with the operation of a live production system in accordance with best-practices. • To provide diagnosis of operational issues and on-hand support. • To determine the future services packages that will be required by the customer.

	<p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • A resource on-site providing mentoring services • Optionally a summary report describing findings and recommendations
<p>On-site Troubleshooting/ Diagnostic Assistance</p>	<p>The On-site Troubleshooting service is designed to provide rapid on-site technical support. ForgeRock will provide a technical consultant at the customer premises for a pre-determined duration to undertake diagnosis and fault analysis and work with the customer in taking appropriate actions to identify and resolve a critical fault with a live production system.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none"> • To review customers' existing technical and operational environment, architectural documents and implementation documentation. • To undertake diagnosis and fault analysis of a live production system in accordance with best-practices to attempt to resolve a critical fault. • To determine the future services packages that will be required by the customer. <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • A resource on-site providing diagnostic mentoring and assistance • Optionally a summary report describing findings and recommendations
<p>Performance Analysis</p>	<p>The Performance Analysis service is designed to provide an on-site specialist to assess the performance of an Open Identity Stack implementation and provide a detailed analysis of actual performance against expectations.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none"> • To review customers' existing technical and operational environment and architectural documents. • To conduct a review of system performance and assess it in accordance with expected performance. • To identify and optionally document issues that could assist in improving system performance. • To determine the future services packages that will be required by the customer. <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • A resource on-site providing diagnostic mentoring and assistance • Optionally a summary report describing findings and recommendations
<p>On-site Production Go Live Support</p>	<p>The On-site Production Go Live Support service is designed to provide a dedicated ForgeRock resource on-site and remote support resources during the transition of an implementation to production.</p> <p>This package offers a level of service that goes above and beyond ForgeRock's Gold Support with dedicated support resources available in addition to on-site resources. ForgeRock will provide one on-site consulting engineer and a dedicated remote follow the sun resource to support the production implementation, reducing implementation risk.</p> <p>The service is only available for a fixed period of time, three or five consecutive days over weekdays and weekends as required.</p> <p>The on-site consultant will provide advice and guidance when moving the ForgeRock components to production making sure there are appropriate documented implementation plans in place for a successful implementation. The on-site consultant will assist in the monitoring of the implementation, provide proactive recommendations and quickly engage with ForgeRock product engineering as needed when issues arise.</p>

Mentoring Services Agreement

	<p><u>Objectives:</u></p> <ul style="list-style-type: none"> • To provide on-site expert engineer • To provide remote follow the sun dedicated support • To review customers' existing technical and operational environment, architectural documents • To review customers implementation plan. • To provide recommendations for production systems in accordance with best practices. • To assist in the diagnosis of operational issues. <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • On-site resource for either 3 or 5 days • Dedicated remote support engineer for either 3 or 5 days as needed • Dedicated remote support engineer as needed during the package service. • Technical Engagement Manager support escalations.
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Standard Services - Delivery Schedule according to package size:

Description	3 Day Package	5 Day Package
Preparation and pre-on-site meetings	1 Day	1 Day
Minimum number of days on-site	1 Day	3 Days
Report writing, presentation and follow-up	1 Day	1 Day

This Mentoring Services Agreement (“**Agreement**”) is made by and between the ForgeRock entity identified the Order Form incorporating these terms (“**ForgeRock**”), and the entity that has purchased services from ForgeRock (“**Customer**”). This Agreement shall become effective upon the date such Order Form is last executed (the “**Agreement Effective Date**”). For any customers that designate an address in the Order Form that is located outside of Canada, Mexico or the United States of America, the additional terms set forth in Exhibit A shall apply and are hereby incorporated by reference.

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. “**Agreement Term**” means the period of validity for the Agreement, beginning on the Agreement Effective Date and ending as specified herein.

1.2. “**Confidential Information**” means all non-public information disclosed by a Party to the other Party which: (a) is marked as “Confidential” or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form; or (b) which should be reasonably in good faith be treated as confidential or proprietary based on the nature of the information or the circumstance surrounding its disclosure. Confidential Information does not include information which: (i) is now generally known or available or which, hereafter through no act or failure to act on the part of recipient, becomes generally known or available; (ii) is rightfully known to recipient at the time of receiving such information; (iii) is furnished to recipient by a third party without restriction on disclosure; or (iv) is independently developed by recipient without having relied on the Confidential Information of the disclosing Party.

1.3. “**Fees**” means, as applicable, the fees charged by ForgeRock or an Authorized Reseller for Mentoring Services as set forth on the applicable Order Form.

1.4. “**Intellectual Property Rights**” means any intellectual property rights, including patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets, and rights of confidence, 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.

1.5. “**Mentoring Services**” means, collectively, the Packaged Services and Training Services.

1.6. “**Order Form**” means an order form that incorporates the terms of this Agreement between the Customer and ForgeRock. Each Order Form upon execution by Customer and ForgeRock shall be incorporated into this Agreement.

1.7. “**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).

1.8. “**Packaged Services**” means the pre-defined services made generally available by ForgeRock for purchase by its customers in accordance with the ForgeRock Services Description (a current copy of the ForgeRock Services Description may be found at www.forgerock.com/terms).

1.9. “**Party**” or “**Parties**” means either or both Customer and ForgeRock as applicable.

1.10. “**Software**” means the binary-code version of the ForgeRock software subject to the applicable commercial license, any update thereto and the generally available end user documentation provided by ForgeRock to Customer.

1.11. “**Training Services**” means ForgeRock’s standard web-based and class room training classes and customized training programs.

1.12. “**Work Product**” means: (i) any code or software provided by ForgeRock in connection with the Mentoring Services; or (ii) any material, whether in machine-readable or printed form, provided by ForgeRock as part of the Mentoring Services.

2 Training and Packaged Services.

2.1. Services. Customer may purchase Mentoring Services by executing an Order Form for such Mentoring Services with ForgeRock. Any Mentoring Services shall be provided to Customer on a mutually agreed to schedule, provided, that, Customer shall provide ForgeRock with at least two (2) weeks’ prior written notice (which may be by email) of its desired start date. Packaged Services consist of either three (3) or five (5) Days and such Days may only be used for the Packaged Services elected by Customer on the applicable Order Form. As used herein “Day” means eight (8.0) hours and excludes weekends and public holidays.

2.2. Training; Training Credits. Customer may purchase training credits (“**Training Credits**”) that may be used towards the purchase of training services. The number and value of Training Credits shall be set forth on the applicable Order Form. All Training Credits shall expire twelve (12) months from the applicable Order Form Effective Date. Any Training Credit not used during the required timeframe shall expire and have no further value.

2.3. Travel Costs. In the event that the performance of Mentoring Services requires travel to Customer’s site, Customer shall bear the cost of travel and travel-related expenses to the extent practicable.

2.4. Cooperation. In connection with the Mentoring Services Customer agrees to reasonably cooperate with ForgeRock’s efforts, including but not limited to providing ForgeRock with timely and non-conflicting and consistent direction as to the form of the Mentoring Services. To the extent ForgeRock requires access to Customer software or Customer licensed third party software (collectively, “Customer Property”), Customer hereby grants ForgeRock a limited, nontransferable, nonexclusive, non-sublicensable (but usable by ForgeRock personnel as provided herein), license to view, execute and run Customer Property solely for performing Mentoring Services for Customer’s benefit. While on-site at Customer’s facilities, ForgeRock shall comply with all of Customer’s policies of which ForgeRock has been made aware in writing.

2.5. Suggestions. Customer hereby grants to ForgeRock a royalty-free, worldwide, transferable,

sublicensable, irrevocable, right and license to use, copy, modify and distribute, including by incorporating into any software or service owned by ForgeRock, any suggestions, enhancements, recommendations or other feedback provided by Customer relating to any software or service owned or offered by ForgeRock.

3. Proprietary Rights.

3.1. License Grant. To the extent ForgeRock provides any Work Product in connection with the Mentoring Services, Customer's right to such Work Product shall be limited to the rights granted under Customer's applicable software license.

3.2. ForgeRock Intellectual Property. Title to and ownership of any Software and Work Product and all related technical know-how and all rights therein (including without limitation all intellectual property rights applicable thereto), belong to 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.

3.3. Restrictions. Except as expressly set forth in this Agreement, Customer shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute or otherwise transfer rights or usage in the Work Product; (b) provide the Work Product on a timesharing, service bureau, service provider or other similar basis; (c) remove or alter any copyright, trademark or proprietary notice in the Work Product; or (d) use the Work Product in any way that would subject the Work Product, in whole in or in part, to a Copyleft License.

4. Fees and Payment.

4.1. Payment. 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 and (b) are exclusive of all taxes (for which Customer shall be responsible, except for taxes on ForgeRock's net income). Customer shall pay all Fees specified in the applicable Order Form within thirty (30) days from the date of ForgeRock's invoice unless otherwise specified in the Order Form. 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.

5. Term and Termination.

5.1. Term. The term of this Agreement shall commence on the Effective Date and shall expire on the later of: (a) the one (1) year anniversary of the Effective Date; and (b) expiration of any and all Order Forms entered into under this Agreement.

5.2. Order Form Term. Each Order Form shall commence on the relevant Order Form Effective Date and expire on the date set forth therein. The expiration or Parties' termination for any reason of any individual Order Form shall not result in a termination of this Agreement but shall result in only 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.

5.3. 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 by providing written notice to the Party in breach. 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 120 days; or (b) admits in writing its inability to pay its debts as they become due.

5.4. Effect of Termination; Surviving Provisions. Upon expiration or termination of the Agreement, each Party shall immediately return or destroy the other Party's Confidential Information received under this Agreement in its possession or under its control. The terms of Sections 1 (Definitions), 3 (Proprietary Rights), 4 (Fees and Payment), only to the extent Fees have accrued but not been paid, 5 (Term and Termination), 6 (Confidentiality), 8 (Limitation of Liability), and 9 (General) shall survive termination or expiration of this Agreement.

6. Confidentiality.

6.1. 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.

6.2. Exceptions to Obligation. Notwithstanding Section 6.1 (Obligation), 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.

7. Warranty and Exclusive Remedy.

7.1. Warranty. ForgeRock warrants for the sole benefit of Customer that the Mentoring Services will be performed by ForgeRock with due care and skill in a professional, workmanlike manner.

7.2. Remedy for Mentoring Services. As ForgeRock's entire liability and Customer's exclusive remedy for breach of the warranty set forth in 7.1, if Customer notifies ForgeRock in writing within ten (10) days of completion of the applicable Mentoring Services, ForgeRock shall re-perform such services at no additional cost to Customer.

7.3. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 7 (Warranties), THE MENTORING SERVICES PURCHASED HEREUNDER ARE PURCHASED "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.

8 Limitation of Liability.

8.1. Limitation on all Damages. TO THE EXTENT NOT PROHIBITED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY), 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 IN CONNECTION WITH THE RELEVANT ORDER FORM WHICH GAVE RISE TO THE DISPUTE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS FOR ANY SOFTWARE OR WORK PRODUCT LICENSES GRANTED HEREUNDER.

8.2. Disclaimer of Consequential Damages. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY), 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._

9 General.

9.1. 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.

9.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to its conflicts of law provisions. Both parties hereby irrevocably consent to the personal and exclusive jurisdiction of the state and federal courts of competent jurisdiction located in San Francisco, California. The substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs and expenses incurred.

9.3. Assignment. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of ForgeRock, which consent shall not be unreasonably withheld. This Section shall not be construed as limiting ForgeRock's right to use contractors and its affiliates to carry out any of its obligations under this Agreement, provided that ForgeRock shall remain liable for any such services provided by a contractor or affiliate. Any assignment not in conformity with this Section shall be null and void.

9.4. 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.S. 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 preamble of this Agreement 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.

9.5. 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 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 to be a breach of this Agreement.

9.6. Miscellaneous. 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. 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 venturer, Customer, 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, including Order Forms, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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.

Exhibit A for Customer Outside Canada, Mexico and the United States of America

The Parties hereby agrees that the following amendments shall apply to the Agreement:

1. Section 4 of the Agreement shall be deleted and replaced with the following:

“4. Payment. 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, and (b) are exclusive of all taxes (for which Customer shall be responsible, except for taxes on ForgeRock’s net income). Customer shall pay all Fees specified in the applicable Order Form within thirty (30) days from the date of ForgeRock’s invoice unless otherwise specified in the Order Form. Customer agrees to provide ForgeRock with complete and accurate billing and contact information. A rate of 4% (four percent) per annum above the Bank of England base rate in force shall be applied to all amounts which are not paid when due under this Agreement or any Order Form, accruing from the due date.”

2. Section 8 of the Agreement shall be deleted and replaced with the following:

“8. Limitation of Liability.

8.1 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; (d) for breach of Section 6 (Confidentiality); or (e) for any other liability that cannot be excluded or limited under English law; is excluded or limited by this Agreement.

8.2 Limitation on all Damages. TO THE EXTENT NOT PROHIBITED BY LAW, EXCEPT AS SET FORTH IN SECTION 8.1, 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 IN CONNECTION WITH THE RELEVANT ORDER FORM WHICH GAVE RISE TO THE DISPUTE. THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS FOR ANY SOFTWARE OR WORK PRODUCT LICENSES GRANTED HEREUNDER.

8.3 Disclaimer of Consequential Damages. EXCEPT AS SET FORTH IN SECTION 8.1, 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.”

3. Section 9.2 of the Agreement shall be deleted and replaced with the following:

“9.2 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 attorneys’ fees, and costs and expenses incurred. “

4. Except those sections expressly amended above, all other terms and conditions shall remain unchanged and in full effect.