

「OpenStandia/SSO&IDM (ForgeRock 版)」等の ForgeRock Open Identity Stack 等の ForgeRock 社の製品 (以下「ForgeRock 製品」という) が含まれるサービスをご利用になるお客様は、以下の Subscription Agreement (以下「ForgeRock 規約」という) に同意していただく必要があります。

ForgeRock 規約には、お客様の法的権利及び義務に関する重要な情報が記載されています。ForgeRock 製品の全部又は一部をインストールした場合、使用した場合、または「OpenStandia サービス申込書」によって「OpenStandia/SSO&IDM (ForgeRock 版)」の提供を NRI に申し込んだ場合、お客様は ForgeRock 規約に同意したことになり、これを遵守しなければなりません。ForgeRock 規約に同意いただけない場合は、ForgeRock 製品を使用しないでください。

また、ForgeRock 規約に表現されていない、もしくは、表現されているものの誤解を生みやすい点について以下に列挙します。OpenStandia サービスを通じて ForgeRock 社製品を利用される方は必ずご確認ください。

- ForgeRock 社製品を新規に利用する場合、もしくは、契約更新にて利用する場合、利用期間開始前までにサブスクリプション利用権を購入する必要があります。
- サブスクリプション利用権の価格は利用機能・ID 種類・ID 数によって決定されます。
 - (利用機能)
下記 URL 内で定義される、
ForgeRock Identity Platform Modules が機能単位となります。
<https://backstage.forgerock.com/docs/platform>
 - (ID 種類)
Internal Identity と External Identity が定義されています。
“Internal Identity” : 顧客により雇用/制御され、当該ソフトウェアにより管理される、ユーザ/デバイスを表す一意の ID。
“External Identity” : 顧客により雇用/制御されず、当該ソフトウェアにより管理される、ユーザ/デバイスを表す一意の ID。
価格は営業担当よりお伝えいたします。
- 契約期間中に契約数以上の利用機能・ID 種類・ID 数が発生した場合、追加でサブスクリプション利用権をご購入いただく必要があります。
- ForgeRock 社製品のサブスクリプション利用権の購入にあたっては最低発注価格が規定されています。
価格は営業担当よりお伝えいたします。
- ForgeRock 社製品は契約更新 45 日前までに条件 (利用機能・ID 種類・ID 数) を通知する必要があります。
45 日目を過ぎると同条件での契約更新が確定し、条件変更や契約終了はお受けできません。
- ForgeRock 社製品は契約更新時に原則 5% 程度の金額がソフトウェア保守調整費用として加算されます。
この数値は ForgeRock 社によって決定されます。
- ForgeRock 社が価格改定をした場合、次回更新時は改定後の価格でのご提示となる可能性があります。
- ForgeRock 社の方針により一部の旧バージョンを除きソースコードは非公開となりました。
- ForgeRock 社製品のサポート提供ポリシーは下記の通りです。
 - (ForgeRock End of Service Life (EOSL) policy)
<https://backstage.forgerock.com/knowledge/kb/article/a88380700>
(Checking your product versions are supported)
<https://backstage.forgerock.com/knowledge/kb/article/a18529200>
 - (Maintenance and Patch availability policy)
<https://backstage.forgerock.com/knowledge/kb/article/a47486518>
- ForgeRock 契約を解約する際には、ForgeRock 提供バイナリを全て削除して頂く必要があります。

Subscription Agreement

This Software License and Subscription Agreement ("**Agreement**") is made by and between ForgeRock US, Inc. ("**ForgeRock**"), a Delaware corporation having offices at 33 New Montgomery Street, Suite 1500, San Francisco, CA 94105 and Customer ("**Company**"); each a "**Party**" and collectively the "**Parties**."

Now, Therefore, 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. "**Affiliate**" means any corporation or other business entity, now or hereafter existing, who directly or indirectly controls, is controlled by or is under common control with a Party; As used herein, "control" means (a) the power, by ownership of voting equity, contract or otherwise, to elect a majority of the board of directors or other governing body of the subject entity or to otherwise direct the management and policies of the subject entity, or (b) the record or beneficial ownership, directly or indirectly, alone or in combination with one or more Affiliate(s), other than by way of security interest only, of more than 50% of the voting rights, income or capital of the subject entity; and "controlled" has a corresponding meaning.
 - 1.2. "**Company Data**" means all electronic data or other information submitted by Company or a Subscription User to or through the Software.
 - 1.3. "**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) is designated "Confidential" or comparable language at the time of disclosure and summarized in writing to the receiving Party within 10 calendar days after such disclosure. Confidential Information does not include information which: (a) 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; (b) is rightfully known to recipient at the time of receiving such information; (c) is furnished to recipient by a third party without restriction on disclosure; or (d) is independently developed by recipient without having relied on the Confidential Information of the disclosing party.
 - 1.4. "**Copyleft License**" means a software license that requires that information necessary for reproducing and modifying such software must be made available publicly to recipients of executable versions of such software (see, e.g., GNU General Public License and <http://www.gnu.org/copyleft/>).
 - 1.5. "**Business Partners**" means other organizations, including Nomura Research Institute, Ltd., that ForgeRock has entered into agreements to promote, market and support certain Software and Services (i.e. Subscription User Accounts, Support Services, Mentoring Services, Training Services). When Company purchases Software and Services through Business Partners, ForgeRock confirms that it is responsible for providing the Software and Services to Company under the terms of this Agreement. ForgeRock is not responsible for (a) any additional obligations Business Partners have to Company, or (b) any products or services that Business Partners supply to Company under any separate agreements between Business Partners and Company.
 - 1.6. "**Fees**" means, as applicable, the fees charged by ForgeRock(or Business Partners) for a Subscription User Account and Mentoring Services as set forth on the applicable Order Form.
 - 1.7. "**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, but excluding trade and service marks, trade and business names, domain names and similar rights.
 - 1.8. "**Mentoring Services**" means, collectively, Packaged Services and Training Services.
 - 1.9. "**Order Form**" means any ForgeRock order form, the format of which is set forth on Exhibit A attached hereto. Each Order Form upon execution by Company and ForgeRock shall be incorporated into this Agreement.
 - 1.10. "**Order Form Effective Date**" means the effective date of each Order Form, as set forth on the applicable Order Form.
 - 1.11. "**Packaged Services**" means the pre-defined services as described on Exhibit C attached hereto.

- 1.12. **“Purpose”** shall have the meaning assigned to it on the applicable Order Form.
- 1.13. **“Software”** means the binary-code version of the Software listed on the applicable Order Form and any Update thereto that are delivered to Company hereunder.
- 1.14. **“Subscription User”** means an individual authorized by Company to use the applicable Software for the Term set out on the applicable Order Form, for whom a subscription has been purchased (each a **“Subscription User Account”**) and who has been given a unique user identification. For avoidance of doubt, a Subscription User Account is specific to an individual Subscription User and under no circumstance may a Subscription User Account be transferred to, shared among or used by different individuals.
- 1.15. **“Support Services”** means the support services to which Company is entitled as part of its Subscription User Account and that are described on Exhibit B attached hereto.
- 1.16. **“Term”** means the period of time during which Company may use and receive support for the applicable Software, as set forth on the applicable Order Form. The initial term set forth in the Order Form together with any renewal term is collectively referred to as the **“Term”**.
- 1.17. **“Training Services”** means ForgeRock’s standard web-based and class room training classes and customized training programs.
- 1.18. **“Update”** means a release of Software or patch thereto which may include a minor release or an error fix, or contains an improvement or new functionality.

2. Software License and Restrictions.

- 2.1. **Development Right to Use.** If Company intends to or does use the Software only for the purpose(s) of developing, testing, prototyping and demonstrating its application software, then ForgeRock hereby grants Company a nonexclusive, nontransferable, limited license to use the Software only for those purposes, solely at Company’s facilities and only in a non-production environment. The Software provided under this Section 2.1 is made available to Company on an “AS IS” basis and without warranty of any kind as further set forth in Section 8.4 (Disclaimer of Warranties) below. ForgeRock may audit Company’s use of the Software to confirm that a production license is not required upon reasonable written notice to Company. If Company intends to use the Software in a production environment, Company must purchase the appropriate number of Subscription User Accounts under an Order Form to this Agreement for such use. Except for Sections 2.4 (Restrictions), 3 (Proprietary Rights), 5.5 (Reporting), 5.6 (Audit), 6 (Term and Termination), 8.4 (Disclaimer of Warranties), 10 (Limitation of Liability) and 11 (General), no other provisions of this Agreement will apply to Company’s use of the Software pursuant to this Section.
- 2.2. **Subscription Rights to Use.** During the Term, ForgeRock grants to Company a world-wide, non-exclusive and non-transferable (except as set forth in Section 11.4 (Assignment) below) right and license to copy, install (solely at Company’s facilities or at a Company-controlled space within a third-party data center) and use the Software, solely for the Purpose in conjunction with Company’s provision of identity and access management services to its end users. The license rights set forth in this Section 2.2 are limited to the number of Subscription User Accounts set forth on the applicable Order Form.
- 2.3. **Company Responsibilities.** Company shall: (a) promptly notify ForgeRock(or Business Partners) in writing of any increase in use of the Software that exceeds the number of Subscription User Accounts purchased; (b) be solely responsible for the accuracy, use, integrity, and legality of Company Data; (c) use the Software in accordance with applicable laws, rules, regulations and any Software documentation; (d) not use the Software to store or transmit infringing, libellous or otherwise unlawful, illegal or tortuous material; and (e) notify ForgeRock(or Business Partners) immediately of any unauthorized use of, or access to, the Software of which it becomes aware.
- 2.4. **Restrictions.** Except as expressly set forth in this Agreement, Company shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute or otherwise transfer rights or usage in the Software; (b) provide the Software on a timesharing, service bureau, service provider or other similar basis; (c) remove or alter any copyright, trademark or proprietary notice in the Software; or (f) use the Software in any way that would subject the Software, in whole in or in part, to a Copyleft License.

3. **Proprietary Rights. Affiliates**

- 3.1. ForgeRock Intellectual Property. Title to and ownership of all copies of the Software 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), belong to ForgeRock and its licensors and shall remain the exclusive property thereof. All rights not expressly granted to Company are reserved by ForgeRock and its licensors.
- 3.2. Suggestions. Company 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 Company relating to any software or service owned or offered by ForgeRock.
- 3.3. Source Code. The source code underlying the Software is available at www.ForgeRock.org.
- 3.4. Affiliates. Company may exercise its rights and licenses and perform its obligations under this Agreement through its Affiliates; but only during such time as such entity is an Affiliate of Company. Any breach of this Agreement by an Affiliate of Company shall entitle ForgeRock to terminate this Agreement in accordance with the terms of Section 9.3 (Termination Rights) as if Company were the party in breach. Any termination of this Agreement shall be effective in respect of Company and all of its Affiliates.

4. **Support and Mentoring Services.**

- 4.1. Support Levels. During the Term, ForgeRock shall provide Company with the level of support purchased by Company and specified on the applicable Order Form. Support Services will be provided pursuant to the terms set forth on Exhibit B attached hereto. ForgeRock reserves the right, from time to time, to modify any of the support levels offered.
- 4.2. Mentoring Services. Company may purchase Mentoring Services by executing an Order Form for such Mentoring Services with ForgeRock. Any Mentoring Services shall be provided to Company on a mutually agreed to schedule, provided, that, Company shall provide ForgeRock(or Business Partners) with at least 2 weeks prior written notice (which may be by email) of its desired start date. Packaged Services 'packages' consisting of either 3 or 5 Days and such Days may only be used for the Packaged Services elected by Company on the applicable Order Form. As used herein "**Day**" means 8.0 hours.
- 4.3. Training Credits. Company may purchase training credits ("**Training Credits**") which 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 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.
- 4.4. Travel Costs. In the event that the performance of Mentoring Services requires travel to Company's site, Company shall bear the cost of travel and related expenses and ForgeRock shall obtain Company's prior written approval (which may be by email) for travel related expenses.
- 4.5. Cooperation. In connection with the Mentoring Services, Company agrees to reasonably cooperate with ForgeRock's efforts, including but not limited to providing ForgeRock with non-conflicting and consistent direction as to the form of the Mentoring Services. To the extent ForgeRock requires access to Company software or Company licensed third party software (collectively, "**Company Property**"), Company hereby grants ForgeRock a limited, nontransferable, nonexclusive, non-sublicensable (but usable by ForgeRock personnel as provided herein), license to view, execute and run Company Property solely for performing Mentoring Services for Company's benefit. While on-site at Company's facilities, ForgeRock shall comply with all of Company's policies for which ForgeRock has been made aware of in writing.

5. **Fees and Payment.**

- 5.1. Fees. All Fees due hereunder are set forth on the applicable Order Form. Except as otherwise provided therein, Fees are: (a) fixed during the Term; (b) invoiced upon the Order Form Effective Date or upon ForgeRock's acceptance of a purchase order, as applicable; and (c) based upon the number of Subscription User Accounts purchased, even if actual usage is lower.

- 5.2. Payment. Company shall pay all Fees specified in the applicable Order Form within 30 days from the date of ForgeRock(or Business Partners)'s invoice. Company agrees to provide ForgeRock(or Business Partners) with complete and accurate billing and contact information. A service charge of 1.0% per month or the highest lawful interest rate, whichever is lower, shall be applied to all amounts which are not paid when due under this Agreement, accruing from the due date.
- 5.3. Additional Subscription Users. The Fees for any new Subscription Users added under an existing Order Form shall be charged at a pro-rated amount of the Fee based on the 1st day of the month in which the new Subscription User first gained access to the Software and for the remainder of the applicable Term.
- 5.4. Renewal. The Term of each Order Form shall automatically renew for additional one year terms, unless either Party gives the other Party written notice of non-renewal at least 45 days prior to the end of the then current Term. All renewal Fees shall be due on the anniversary of the applicable Order Form Effective Date and payable in accordance with Section 5.2 (Payment) above. Any pricing or changes in the number of Subscription User Accounts for a renewal term shall be reflected on the applicable ForgeRock(or Business Partners) invoice. ForgeRock(or Business Partners) reserves the right to modify the Fees in connection with a Term renewal.
- 5.5. Reporting. Upon ForgeRock(or Business Partners)'s written request, Company shall provide its records establishing the number of users that have, or have had, access to the Software, in a form mutually agreeable to by both Parties within 10 days of such notice. If Company has more Subscription Users than Company has purchased accounts for, Company shall immediately pay the applicable Fees for such additional Subscription Users (it shall be deemed that such unreported Subscription Users have had access during the full Term).
- 5.6. Audit Rights. ForgeRock(or Business Partners) shall have the right at its expense to audit, or have an independent, certified public accountant reasonably acceptable to Company audit, Company's records and books of account related to the Software for the sole purpose of verifying compliance with the terms of this Agreement; provided, that (a) Company is provided at least 10 business days advance written notice of ForgeRock(or Business Partners)'s intention to audit and (b) the audit is conducted during normal business hours. The foregoing right may not be exercised more than once for any calendar year; provided, however, that in the event a discrepancy of 5% or more is revealed in any particular audit, ForgeRock(or Business Partners) shall have the right to re-audit within 6 months. If the audit reveals Company has more Subscription Users than Company has purchased accounts for, Company shall immediately pay the applicable Fees for such additional Subscription Users (it shall be deemed that such unreported Subscription Users have had access during the full Term) and if the audit reveals a discrepancy of 5% or more, Company shall pay the cost of the audit to ForgeRock(or Business Partners).
- 5.7. Taxes. Unless otherwise provided or as required by the applicable jurisdiction, Fees do not include taxes, and Company is responsible for paying all taxes associated with its purchases hereunder, excluding any taxes based on ForgeRock(or Business Partners)'s net income or property.

6. Term and Termination.

- 6.1. Term. The terms of this Agreement shall commence on the Effective Date and shall continue in force until terminated in accordance with this Section 6.
- 6.2. Order Form Term. Each Order Form shall commence on the relevant Order Form Effective Date and expire on the date set forth therein, unless renewed in accordance with Section 5.4 (Renewal) or terminated in accordance with this Section 6. 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.
- 6.3. Termination Rights. If either Party is in default of any material provision of this Agreement and such default is not corrected within 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.
- 6.4. Effect of Termination; Surviving Provisions. Upon expiration or termination of an Order Form or termination of the Agreement as a whole, the Subscription User Accounts purchased thereunder shall immediately terminate

and Company shall immediately stop using any such accounts. Upon expiration or termination of an Order Form or termination of the Agreement as a whole, each Party shall immediately return or destroy the other Party's Confidential Information received thereunder in its possession or under its control. Company's obligation to make a payment of any unpaid Fees and the terms of Sections 1 (Definitions), 3 (Proprietary Rights), 5.6 (Audit Rights), 6 (Term and Termination), 8.4 (Disclaimer of Warranties), 10 (Limitation of Liability), and 11 (General) shall survive termination or expiration of this Agreement.

7. Confidentiality

- 7.1. Obligation. ForgeRock and Company agree that, for a period of 5 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 Section 7.1 (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.

8. Warranties, Exclusive Remedies and Disclaimers.

- 8.1. Warranties. ForgeRock warrants for the sole benefit of Company that (a) the Support Services and Mentoring Services will be performed by ForgeRock with care, skill and diligence, consistent with or above applicable professional standards, in accordance with generally accepted industry standards and (b) during the applicable Term, the Software shall perform materially in accordance with the documentation provided with the Software. The foregoing warranties shall not apply to any error or failure resulting from: (a) machine error; (b) Company's failure to follow any reasonable instructions of ForgeRock; (c) Company having used the Software outside the terms and conditions of this Agreement; (d) Company's negligence or accident; or (e) modification of the Software by anyone other than ForgeRock.
- 8.2. Remedy for Errors in Software. As ForgeRock's entire liability and Company's exclusive remedy for breach of the warranties set forth in Section 8.1 with respect to the Software or Support Services, ForgeRock shall, at no charge, use commercially reasonable efforts to correct any errors in the Software and deliver the corrected Software to Company in a timely manner. If ForgeRock is not able to correct any errors in the Software, ForgeRock shall, at Company's option, accept return of the defective Software, and refund to Company as damages the unused portion of any pre-paid Fees and Company shall immediately cease all use of the Software.
- 8.3. Remedy for Mentoring Services. As ForgeRock's entire liability and Company's exclusive remedy for breach of the warranty set forth in 8.1(a) with respect to Mentoring Services, if Company notifies ForgeRock in writing within 10 days of completion of the applicable Mentoring Services, ForgeRock shall re-perform the Mentoring Services at no cost to Company.
- 8.4. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 8.1 (WARRANTIES), THE SOFTWARE LICENSED HEREUNDER IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FORGEROCK AND IT'S LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT.

9. Indemnity.

- 9.1. ForgeRock Intellectual Property Indemnification. In the event of a suit against Company for use of the Software in accordance with the terms and conditions of this Agreement based upon a claim that the Software

infringes any valid patent duly issued by the United States or any European Union member country or copyright, or causes a misappropriation of any trade secret and subject to the limitations set forth in Section 10 (Limitation of Liability), ForgeRock shall defend and indemnify Company and pay costs and damages finally awarded in any such suit or agreed in any settlement provided that, ForgeRock is promptly notified in writing of such claim and provided, further, that as a condition precedent to its indemnification obligations ForgeRock shall have the exclusive right to control such defense or settlement, and Company provides reasonable assistance (at ForgeRock's expense) in the defense of same. Company may retain counsel, at its expense, to participate in the defense and settlement of any such claim. In no event shall Company settle any claim, lawsuit or proceeding or make any admission of liability without ForgeRock's prior written approval. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to:

- (a) use of a version of the Software other than the then current version, if infringement would have been avoided by the use of the then current version of the Software;
- (b) modification of the Software by anyone other than ForgeRock;
- (c) combination, operation or use of the Software with any other products not supplied by ForgeRock, where such combination is the cause of such infringement;
- (d) any claim made after a period of 3 years from the Effective Date;
- (e) to the extent any such claim arises from any infringement or alleged infringement of any third party's Intellectual Property covering a standard set by a standard setting body or agreed between at least two third party companies; or
- (f) any claim or damages arising after ForgeRock's notice to Company that Company should cease use of the Software.

9.2. **Obligation to Correct Software.** Upon notice of an alleged infringement of the Software or if in ForgeRock's reasonable opinion such a claim is likely, ForgeRock shall, at its sole option, obtain for Company the right to continue use of the Software, substitute other computer software with similar operating capabilities, or modify the Software so it is no longer infringing. In the event the foregoing are not commercially practicable and in lieu of the foregoing indemnity, ForgeRock shall refund any unused portion of any pre-paid Fees for the Software or the affected part thereof.

9.3. **General Indemnification by Company.** Company shall defend, indemnify and hold ForgeRock harmless from and against any and all liabilities, damages, losses, costs and expenses (including but not limited to reasonable legal and professional advisors fees) payable to third parties based upon any claim arising out of or related to (a) use by the Company of the Software in breach of the terms and conditions of Section 2 (Software License and Restrictions); or (b) allegations that the Company's software infringes any valid patent duly issued by the United States or any European Union member country or copyright, or causes a misappropriation of any trade secret, except where such liabilities, damages, losses, costs and expenses are the responsibility of ForgeRock as set forth in Section 9.1 (ForgeRock Intellectual Property Indemnification) above, provided, that ForgeRock: (i) promptly notifies Company of the claim; (ii) provides Company with all reasonable information and assistance, at Company's expense, to defend or settle such a claim; and (iii) grants Company exclusive authority and control of the defence or settlement of such claim. Company shall not settle any such claim, without ForgeRock's prior written consent, if such settlement would in any manner effect ForgeRock's rights in the Software. ForgeRock reserves the right to retain counsel, at ForgeRock's expense, to participate in the defence and settlement of any such claim.

9.4. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF EACH PARTY AND THE SOLE AND EXCLUSIVE REMEDY OF THE OTHER PARTY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR COMPANY'S SOFTWARE.

10. Limitation of Liability.

10.1. **Limitation on All Damages.** EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) AND COMPANY'S BREACH OF SECTION 2.4 (RESTRICTIONS), 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 OF 50% OF THE FEES PAID IN CONNECTION WITH THE RELEVANT ORDER FORM WHICH GAVE RISE TO THE DISPUTE. THE FOREGOING SHALL NOT LIMIT COMPANY'S PAYMENT OBLIGATIONS FOR ITS SUBSCRIPTION USER ACCOUNTS.

- 10.2. Disclaimer of Consequential Damages. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) AND COMPANY'S BREACH OF SECTION 2.4 (RESTRICTIONS), 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.

11. **General.**

- 11.1. Publicity. Either Party may include the other's name and logo in customer or vendor lists on such Party's website and marketing collateral with written consent of the other party in advance. Company also may agree 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.
- 11.2. Non-Solicitation. Both Parties agree not to hire, or directly or indirectly solicit or employ, any employee or agent of the other who is involved in the development, use, or provision of Services for a period of one (1) year after the employee's or agent's termination of employment with the other Party, without the prior written consent of the other Party. However, this Section will not apply to personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and Internet postings) not targeting such personnel.
- 11.3. 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.
- 11.4. Assignment. Company 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.
- 11.5. Amendment, Waiver. 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.
- 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) 3 business days after having been sent by registered or certified U.S. mail, return receipt requested; or (c) 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 "Legal Department".
- 11.7. 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.
- 11.8. Compliance with Law. The Software is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Company agrees to comply fully with all laws and regulations of the United States and other countries ("**Export Laws**") to assure that neither the Software, nor any direct products thereof are: (a) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S. export restrictions or to any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. Government or (b) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

- 11.9. US Government Restrictions. Company acknowledges that the Software consists of “commercial computer software” and “commercial computer software documentation” as such terms are defined in the Code of Federal Regulations. No Government procurement regulations or contract clauses or provisions shall be deemed a part of any transaction between the Parties unless its inclusion is required by law, or mutually agreed in writing by the Parties in connection with a specific transaction. Use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the terms of this Agreement.
- 11.10. No Partnership or Joint Venture. In performing their respective duties under this Agreement ForgeRock and Company will be operating as independent contractors and neither Party is the legal representative, agent, joint venturer, partner, or employee of the other Party for any purpose whatsoever.
- 11.11. Headings. 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.
- 11.12. Provision Severability. 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.
- 11.13. Counterparts. 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.
- 11.14. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof and supersede any prior agreements between the Parties with respect to such subject matter.

**EXHIBIT A
LICENSE AND SUBSCRIPTION ORDER FORM [1]**

This is an Order Form to the Software License and Subscription Agreement, between ForgeRock US, Inc. and [COMPANY NAME] (the "**Agreement**"). Any capitalized terms used herein and undefined shall have the meaning assigned to it in the Agreement. In the event of an inconsistency between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control.

This Order Form shall be used for notifying COMPANY's purchase to ForgeRock US, Inc. and actual purchase order shall be transact between COMPANY and Business Partners. Business Partners accept Order Form and obligate to submit Order Form or equivalent information to ForgeRock US, Inc.

1. Subscription Accounts. The following table sets forth additional information related to the Subscription User Accounts purchased by Company under this Order Form:

Software licensed under this Order Form:	[OpenAM, OpenDJ and OpenIDM]		
Number of Subscription User Accounts Purchased: Filled by Business Partners.	Software/Functionality	Internal Users	External Users
	OpenAM – Authentication	Not Purchased	Not Purchased
	OpenAM – Authorization	Not Purchased	Not Purchased
	OpenAM – Federation	Not Purchased	Not Purchased
	OpenAM – Entitlements	Not Purchased	Not Purchased
	OpenAM - Identity Gateway	Not Purchased	Not Purchased
	OpenDJ	Not Purchased	Not Purchased
	OpenIDM – Core	Not Purchased	Not Purchased
	OpenIDM - Password Manager	Not Purchased	Not Purchased
	OpenIDM - Workflow & BP	Not Purchased	Not Purchased
Support Package Purchased:	Company has purchased [Bronze / Silver / Gold] Support under this Order Form.		

Subscription Users shall include External Users and Internal Users as identified above. As used herein "**External User**" means a Subscription User who is not employed by Company and "**Internal User**" means a Subscription User who is an employee or individual contractor of Company.

2. Customer Contact Information:

Primary Point of Contact of Customer:	Name:	
	Title:	
	Email:	
	Phone Number:	
Invoicing Information:	Business Partners	

COMPANY

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Title: _____

Date: _____

**EXHIBIT B
SUPPORT SERVICES
SUPPORT LEVELS AND TERMS AND CONDITIONS**

SUMMARY OF SUPPORT SERVICES BY PLAN TYPE:

Support Levels	Bronze	Silver	Gold
Source Code	YES	YES	YES
Updates / Bug Fixes (Maintenance Releases)	YES	YES	YES
Web Support	YES	YES	YES
Email Support	YES	YES	YES
Phone Support	YES	YES	YES
Authorized Support Contacts	2 *	5 *	10 *
Priority Case Routing	Not included	Included	Included
Accelerated SLAs	Not included	Included	Included
Business Reviews & Strategic Planning	Not included	Not included	Included

* Business Partners may define the number of Support Contact separately from this definition.

SERVICES DETAIL:

Web and Email Support: Access is available at any time through ForgeRock's Support Website or by email to support@forgerock.com (or the designated e-mail by Business Partners). Company may submit and manage cases online.

Phone Support: Company may access ForgeRock Support at anytime via phone to submit a case. Case status and other information may be accessed on-line by Company.

Authorized Support Contacts: Authorized Support contacts are named persons in Company's organization who are authorized to submit cases to ForgeRock Support and to work directly with ForgeRock experts. Only Authorized Support Contacts may submit cases as well as receive status information with respect to ForgeRock Support.

ADDITIONAL FEATURES INCLUDED WITH SILVER & GOLD SUPPORT PROGRAMS:

Priority Case Routing: High priority cases are submitted are fast-tracked to ForgeRock's support team.

Accelerated SLAs: High priority Software fixes are fast-tracked ForgeRock's support team.

ADDITIONAL FEATURES INCLUDED WITH GOLD:

Business Reviews and Strategic Planning: Company may request that ForgeRock provide an annual business review conducted by ForgeRock management to discuss deployment request for enhancements and for insight into the stack roadmap.

SERVICE LEVEL COMMITMENTS. ForgeRock will respond to incident reports (i.e., cases) based on the Service Priority of the incident as defined by ForgeRock in accordance with Table A below and respond to Company in accordance with Table B below.

**Table A
Service Priority Definitions**

Priority 1	<u>Urgent:</u> Production system: application or critical feature / function is down, affecting all or large population of end users. No workaround is available.
Priority 2	<u>High:</u> Production system: a major feature or function is not working correctly and is blocking full use of the system, but other features are operational. Root cause analysis on a production failure where service has been restored. <u>Pre-production system:</u> a major feature or function is not working correctly and could delay deployment or upgrade.
Priority 3	<u>Normal:</u> A minor issue is impacting usability or administration of the system, but a workaround is available and major features/functions are working correctly.
Priority 4	<u>Low:</u> Intermittent or unexpected behaviour is observed which suggests a possible problem or a request for enhancement (RFE). Low or no user impact.

**Table B
Service Goals By Plan**

Priority	Bronze Targeted Response	Silver Targeted Response	Gold Targeted Response
P1 (Urgent)	1 Day	4 Hours	2 Hours
P2 (High)	2 Days	8 Hours	4 Hours
P3 (Normal)	3 Days	1 Day	6 Hours
P4 (Low)	4 Days	2 Days	1 Day

Conditions may be changed by Business Partners.

EXHIBIT C PACKAGED SERVICES

Packaged Services Definitions:

<p>Open Identity Stack High-level Architecture Workshop</p>	<p>This package is designed to work with the customer to determine areas such as Identity and Access 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 specialist consultants to ensure all appropriate considerations have been taken into account and provide high-level architectural designs that are suitable for deployment.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none"> • To align the requirements with the product capabilities, and to guarantee a better understanding of the products architecture and configuration and provide a basis for a future TO-BE architecture. • To work with the customer to determine what parts of OIS are required by the customer 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 issues and address technical questions around the OIS's capabilities. • To determine the future services packages that will be required by the customer. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Document describing potential overall architectures.
<p>Open Identity Stack Product Configuration Workshop</p>	<p>This package is designed to undertake a detailed design workshop to develop a detailed Open Identity Stack architecture and define how the products will need to be configured to address the identified business functional and non-functional requirements.</p> <p>The review will be conducted by specialist consultants to ensure all appropriate considerations have been taken in to account.</p> <p><u>Objectives:</u></p> <ul style="list-style-type: none"> • 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 review the high level objectives of the project including both functional and non-functional aspects. • 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. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Summary report.
<p>Product Specialist Field Assistance</p>	<p>The Product Specialist Field Assistance service is designed to enable ForgeRock to provide product-specific expert resource on-site to assist with a proof-of-concept or system build.</p> <p>ForgeRock provides product specialist field-assistance to help execute a "Proof of Concept" or build and provide a better understanding of the products architecture and configuration.</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 expert guidance as to deployment best-practices. • To determine the future services packages that will be required by the customer. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Summary report.
<p>Supportability Review</p>	<p>This package provides a review of a current build or production system that will allow ForgeRock</p>

	<p>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>A specialist support consultant will attend the customer premises for a pre-determined duration to undertake the evaluation and ensure that potential support issues are documented.</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 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 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>Deliverables:</u></p> <ul style="list-style-type: none"> ● Findings report.
<p>On-site Operational Assistance, Mentoring and Support Co-ordination</p>	<p>This package 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 proactive 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>Deliverables:</u></p> <ul style="list-style-type: none"> ● Summary report.
<p>On-site troubleshooting/diagnostic assistance (aka "fly-and-fix")</p>	<p>This package is designed to provide rapid on-site technical support. ForgeRock will provide a specialist technical consultant at the customer premises for a pre-determined duration to undertake diagnosis and fault analysis and ensure that appropriate actions have been taken 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>Deliverables:</u></p> <ul style="list-style-type: none"> ● Findings report.
<p>Performance Analysis</p>	<p>This package 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 document issues that could assist in improving system performance. ● To determine the future services packages that will be required by the customer. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> ● Findings report.

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<p>On-site Production Go Live Support</p>	<p>This package is designed to provide dedicated ForgeRock on-site and remote support_resources during the transition of an implementation from development 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 pro-active recommendations and quickly engage with ForgeRock product engineering as needed when issues arise.</p> <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>Deliverables:</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 and after go-live until the end of the engagement. • Technical Engagement Manager support for escalations.
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Standard Services - Delivery Schedule according to package size:

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