

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA ([www.carahsoft.com/us.html](#)) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I 2010) (AUG 1987), and 52.212-4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools

provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.



FORGEROCK™

Subscription License Agreement

This Subscription License 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 the entity that has licensed from ForgeRock products and services ("**Licensee**") either directly or from an authorized reseller of ForgeRock products ("**Authorized Reseller**"). This Agreement shall become effective upon the execution of the first Order Form (as defined below) that incorporates its term, (the "**Agreement Effective Date**"). The Licensee is the Ordering Activity, defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2H ADM, as may be revised from time to time.

The terms and conditions in this Subscription License Agreement are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the ForgeRock's EULA are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:

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 in Section 6.

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: (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. Notwithstanding the forgoing, any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. ForgeRock agrees that the EULA and this Agreement contain no confidential or proprietary information and acknowledges the EULA and this Agreement will be available to the public.

1.3. "**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/>).

1.4. "**Designated System**" means the network or application identified in the applicable Order Form for which the Software may be used to facilitate access.

1.5. "**Documentation**" means the generally available end user documentation provided by ForgeRock with the Software.

1.6. "**Fees**" means, as applicable, the fees charged by ForgeRock or an Authorized Reseller for licenses and 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 and training services made generally available by ForgeRock for purchase by its Licensee in accordance with its standard policies (a copy of the current policies may be found at www.forgerock.com/terms).

1.9. "**Order Form**" means an order form that incorporates the terms of this Agreement between the Licensee and ForgeRock or an Authorized Reseller. Each Order Form upon execution by Licensee 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 (and if nothing is stated shall be the last date executed between the parties of such Order Form).

1.11. "**Party**" or "**Parties**" means either or both Licensee and ForgeRock as applicable.

1.12. "**Software**" means the binary-code version of the software listed on the applicable Order Form, any Update thereto and the Documentation that is delivered to Licensee hereunder.

1.13. "**Subscriber**" means an individual employee or end user of a Licensee that accesses, receives or benefits from the Software, and as may be further defined in the Order Form.

1.14. "**Subscriber License**" means a license, pursuant to this Agreement that permits one named Subscriber to access,

receive or benefit from the Software during the Subscription Term.

1.15. **"Subscription Term"** means the period of time the applicable licenses are valid, as specified in the Order Form. The initial term set forth in the Order Form together with any renewal term is collectively referred to as the Subscription Term.

1.16. **"Support Services"** means the support services provided to Licensee which are made generally available by ForgeRock, (a copy of the current policies may be found at www.forgerock.com/terms).

1.17. **"Territory"** means the country designated for delivery of the Software in accordance with the terms of this Agreement, and at all times shall exclude countries that ForgeRock is prohibited from exporting the Software to in accordance with US export regulations.

1.18. **"Update"** means a release of Software or patch thereto which may include a minor release or an error fix, or contain an improvement or new functionality.

2. Software License Restrictions and Obligations.

2.1. **Subscription Rights to Use.** During the applicable Subscription Term, ForgeRock grants to Licensee a world-wide, non-exclusive and non-transferable license to permit its employees to access, copy, install (solely at Licensee's facilities or at a Licensee-controlled space within a third-party data center) and use the Software in accordance with the Documentation, to manage access, identities or user authentication to the Designated System set forth in the applicable Order Form but only to the number of Subscribers for which Licensee has purchased Subscriber Licenses. Each Subscriber License is specific to an individual Subscriber and under no circumstance may a Subscriber License be transferred to, shared among or used by different individuals. Installation and use of the Software shall be in accordance with this Agreement, unless Licensee determines that it requires different terms of use and ForgeRock agrees in writing to such terms in a valid task order placed pursuant to this Agreement.

2.2. **Supply.** ForgeRock agrees that it will supply Licensee with sufficient quantities of the Software to meet the Licensee's needs for the duration of the Term and any extensions thereof.

2.3. **Commercial Product Certification.** ForgeRock certifies that the Software sold under this Agreement or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

2.4. **Trade Agreement Certification.** ForgeRock hereby states that the Software delivered under this Agreement is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

1.1. **Restrictions.** Except as expressly set forth in this Agreement, Licensee 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 (d) use the Software in any way that

would subject the Software, in whole in or in part, to a Copyleft License.

1.2. **Source Code.** The source code underlying the open source components of the Software is available at: www.forgerock.org.

2. Proprietary Rights.

2.1. **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 and in all derivative works by whomever produced), belong to ForgeRock and its licensors and shall remain the exclusive property thereof. ForgeRock and its licensors reserve all rights not expressly granted to Licensee.

2.2. **Suggestions.** Licensee 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 Licensee relating to any software or service owned or offered by ForgeRock.

3. Licensee Obligations.

3.1. **Licensee Responsibilities.** Licensee shall: (a) not use the Software in breach of the terms and conditions of Section 2 (Software License and Restrictions) and promptly notify ForgeRock in writing of any increase in use of the Software that exceeds the number of Subscriber Licenses purchased; (b) be solely responsible for the accuracy, use, integrity, and legality of any information processed within the Software; (c) use the Software in accordance with applicable laws, rules, regulations and the Documentation; (d) not use the Software to store or transmit infringing, libellous or otherwise unlawful, illegal or tortuous material; and (e) notify ForgeRock immediately of any unauthorized use of, or access to, the Software of which it becomes aware.

4. Support and Mentoring Services.

4.1. **Support Levels.** During the Subscription Term, ForgeRock shall provide Licensee with the level of support purchased by Licensee and specified on the applicable Order Form. All Subscriber Licenses in each installation of the Software must be supported at the same level, unless otherwise agreed in writing.

4.2. **Mentoring Services.** Licensee may purchase Mentoring Services by executing an Order Form for such Mentoring Services with ForgeRock. In the event that the performance of Mentoring Services requires travel to Licensee's site, Licensee shall bear the cost of travel and related expenses and ForgeRock shall obtain Licensee's prior written approval (which may be by email) for travel related expenses.

4.3. **Training Credits.** Licensee 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.

4.4. **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f)

Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

5. Fees and Payment.

5.1. Payments & Fees for Reseller Purchases. In the event that the licenses and services are purchased hereunder through an Authorized Reseller, Licensee's obligation to pay shall be subject to a separate agreement to pay such Authorized Reseller.).

5.2. Payment for Direct Purchases. If any purchases are made directly with ForgeRock pursuant to this Agreement, 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 or upon ForgeRock's acceptance of a purchase order, as applicable; (c) based upon the number of Subscriber Licenses purchased, even if actual usage is lower and (d) are exclusive of all taxes (for which Licensee shall be responsible, except for taxes on ForgeRock's net income). Taxes are subject to FAR 52.212-4(k). Licensee 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. Licensee agrees to provide ForgeRock with complete and accurate billing and contact information. ForgeRock may charge interest at the rate established under the Prompt Payment Act or all amounts which are not paid when due under this Agreement, accruing from the due date.

5.3. Reporting. On the fifth (5th) business day of each month, Licensee shall report its actual usage of the Software under each Order Form. In the event that the number of Subscribers has exceeded the number of Subscriber Licenses previously purchased, such report shall be deemed an Order Form for the number of Subscriber Licenses required to bring Licensee in compliance with the terms of this Agreement. The Subscriber Licenses shall be prorated from the report date to the end of the then current Term. All Fees shall be invoiced as of the report date and due in accordance with the terms herein.

5.4. Renewal. ForgeRock reserves the right to modify the Fees in connection with a Subscription Term renewal. All ForgeRock EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

5.5. Audit Rights. During the Subscription Term of this Agreement: (a) If Licensee's security requirements included in the Order are met, ForgeRock or its designated agent may audit Licensee's facilities and records to verify Licensee's compliance with this Agreement. Any such audit will take place only during Licensee's normal business hours contingent upon prior written notice and adherence to any security measures the Licensee deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of ForgeRock will give Licensee written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Licensee's security requirements are not met and upon ForgeRock's request, Licensee will run a self-assessment with tools provided by and at the direction of ForgeRock ("Self-Assessment") to verify Licensee's compliance with this Agreement.

5.6. Future Fees or Penalties. All ForgeRock EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Licensee from paying any fees or penalties beyond the Agreement amount, unless specifically

authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

6. Term and Termination.

6.1. Term. This Agreement shall become effective upon the Agreement Effective Date and shall expire one (1) year later, except as otherwise set forth herein.

6.2. Subscription Term. Each Subscription Term shall commence on the relevant Order Form Effective Date and expire on the date set forth therein, unless renewed in accordance with Section 6.4 (Renewal) or terminated in accordance with this Section 7. The expiration or Party's 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. Carahsoft may request cancellation or termination of this Agreement on behalf of ForgeRock if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section 11.3 below or if such remedy is otherwise ordered by a United States Federal Court.

6.4. Effect of Termination; Surviving Provisions. Upon expiration or termination of an Order Form or termination of the Agreement as a whole, the Subscriber Licenses purchased thereunder shall immediately terminate and Licensee shall immediately stop using any such Subscriber Licenses. 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. Licensee's obligation to make payment of any unpaid Fees and the terms of Sections 1 (Definitions), 3 (Proprietary Rights), 4 (Licensee Obligations), 6.5 (Audit Rights), 7 (Term and Termination), 8 (Confidentiality) 9.4 (Disclaimer of Warranties), 11 (Limitation of Liability), and 12 (General) shall survive termination or expiration of this Agreement.

7. Confidentiality

7.1. Obligation. ForgeRock and Licensee 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.

7.2. ForgeRock agrees that this Agreement contains no confidential or proprietary information and acknowledges this Agreement will be available to the public. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

7.3. Exceptions to Obligation. Notwithstanding Section 8.1 (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 Licensee that: (a) the Support Services and Mentoring Services will be performed by ForgeRock with due care and skill in a professional, workmanlike manner and (b) during the Subscription Term, the Software shall perform materially in accordance with the Documentation. The foregoing warranties shall not apply to any error or failure resulting from: (a) use of the Software in an operating environment other than as set forth in the Documentation, (b) Licensee's failure to follow any reasonable instructions of ForgeRock, (c) use of the Software outside the terms and conditions of this Agreement, (d) Licensee's negligence or accident, or (e) modification of the Software by anyone other than ForgeRock.

8.2. Remedy for Mentoring & Support Services. As ForgeRock's entire liability and Licensee's exclusive remedy for breach of the warranty set forth in 9.1(a), if Licensee notifies ForgeRock in writing within ten (10) days of completion of the applicable Mentoring or Support Services, ForgeRock shall re-perform such services at no additional cost to Licensee.

8.3. Corrections of Software. As ForgeRock's entire liability and Licensee's exclusive remedy for breach of the warranty set forth in Section 9.1(b), ForgeRock shall, at no charge: (a) use commercially reasonable efforts to make a correction available to the Software, (b) replace the Software with conforming Software, or (c) after making all commercially reasonable efforts to provide the foregoing remedies, terminate the applicable license and refund the unused portion of any pre-paid Fees received by ForgeRock.

8.4. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 9.1 (WARRANTIES), THE SOFTWARE LICENSED HEREUNDER IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FORGEROCK AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT. THE REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS THAT FORGEROCK HAS VIOLATED ANY WARRANTY. . This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

9. Indemnity.

9.1. ForgeRock Intellectual Property Indemnification. ForgeRock agrees to indemnify Licensee against any damages finally awarded against Licensee incurred in connection with a third party claim alleging that the Licensee's use of the unaltered

Software infringes or misappropriates any third party U.S. or European Union member states' patent or copyright in the Territory, provided that Licensee, as a condition precedent to ForgeRock's indemnity obligations: (a) provides prompt written notice of such claim to ForgeRock, (b) grants ForgeRock the right to control and defend such claim to the extent permitted by 28 U.S.C. 516, and (c) provides to ForgeRock all reasonable assistance. In the event of a claim or threatened claim under this Section 10.1 by a third party, ForgeRock may: (a) revise the Software so that it is no longer infringing, (b) obtain the right for Licensee to continue using the Software, or (c) terminate this Agreement upon 30 days notice and refund any pro-rata unused, pre-paid license fees received by ForgeRock. Notwithstanding the foregoing, ForgeRock shall have no liability or indemnification obligations from claim that arise from: (i) a version of the Software other than the then current version, (ii) modification of the Software by anyone other than ForgeRock, (iii) combination, operation or use of the Software with any other products not supplied by ForgeRock, (iv) any claim made for any use of the Software outside of a valid Subscription Term, (v) to the extent any such claim arises from any infringement or alleged infringement of any third party's Intellectual Property Rights covering a standard set by a standard setting body or agreed between at least two third party companies, or (vi) any claim or damages arising after ForgeRock's notice to Licensee that Licensee should cease use of the Software in accordance with this paragraph. Nothing in the foregoing shall be interpreted to: (1) violate DOJ's right (28 U.S.C. 516) to represent the Licensee in any case and/or (2) require that the Licensee give sole control over the litigation and/or settlement. Any conflicting term in ForgeRock's EULA are hereby deemed to be deleted.

9.2. THIS SECTION 10 STATES THE ENTIRE LIABILITY OF FORGEROCK AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

10. Limitation of Liability.

10.1. Limitation on All Damages. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY) AND LICENSEE'S LIABILITY ARISING UNDER SECTION 4.1 (LICENSEE OBLIGATIONS), 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 LICENSEE'S PAYMENT OBLIGATIONS FOR ITS SUBSCRIBER LICENSES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10.2. Disclaimer of Consequential Damages. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY) AND LICENSEE'S LIABILITY ARISING UNDER SECTION 4.1 (LICENSEE OBLIGATIONS), 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. Unless specifically authorized by the Licensee in writing, ForgeRock may not include the U.S. Government's name and logo in Licensee or vendor lists on its website and marketing collateral.

11.2. Governing Law. Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in ForgeRock's EULA referencing equitable remedies are deemed not applicable to the Order and are therefore deemed to be deleted.

11.3. Dispute Resolution and Venue. Any disputes relating to ForgeRock's EULA and to this Agreement shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Licensee expressly acknowledges that Carahsoft, on behalf of ForgeRock, shall have standing to bring such claim under the Contract Disputes Act.

11.4. Assignment. All clauses regarding assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in ForgeRock's EULA are hereby deemed to be deleted.

11.5. 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 the Legal Department.

11.6. Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by ForgeRock does not apply to the Agreement and all clauses in the ForgeRock's EULA referencing unilateral termination rights of ForgeRock are hereby deemed to be deleted.

11.7. 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. Licensee 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 is 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. Further, Licensee agrees to comply with all relevant anti-bribery and anti-corruption laws in effect in the U.S. and its local regulations, if any. As such, Licensee acknowledges and agrees to comply with the United State Foreign Corrupt Practices Act in all business related to this Agreement.

11.8. US Government Restrictions. Licensee 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.

11.9. General. 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. Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

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. In the event that licenses or services are purchased hereunder from an Authorized Reseller, ForgeRock's sole obligations and liabilities shall be as set forth in this Agreement and, in no event, shall the terms of such Authorized Reseller's separate contract with the Licensee be binding on the ForgeRock. 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 Licensee will be operating as independent contractors and neither Party is the legal representative, agent, joint venturer, Licensee, 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.

11.9 Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in ForgeRock's EULA are hereby deemed to be deleted.

manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

11.10 Third Party Terms. Subject to the actual language agreed to in the Agreement by the Licensee. Any third party

In Witness Whereof, ForgeRock and Company have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

FORGEROCK US, INC.

[Company Name]

By:

(Authorized Signature)

By:

(Authorized Signature)

Name:

(Print or Type)

Name:

(Print or Type)

Title:

Title:

Date:

Date:

EXHIBIT A
FOREGEROCK LICENSE ORDER FORM [1]

This is an Order Form to the Software License Agreement, effective [date], agreement number [number], by and 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.

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

Software licensed under this Order Form:	[OpenAM, OpenDJ and OpenIDM]		
Purpose (as used in 2.2 (Rights To Use) of the Agreement):	[Fill in – such as “ for its Licensee portal deployment”. This description can include other limitations that Sales feels is appropriate].		
Number of Authorized User Accounts Purchased:	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 Term:	36 months, commencing on the Order Form Effective Date (the first year of Support Services is mandatory)	
Support Package Purchased:	Company has purchased [Bronze / Silver / Gold] Support under this Order Form.	[enter amount or N/A]
Training Credits Purchased:	Company has purchased [XX] Training Credits under this Order Form.	[enter amount or N/A]
Training Services:	Company has purchased the Training Services identified in Mentoring Services Schedule attached hereto.	[enter amount or N/A]
Packaged Services Fees:	Company has purchased the Packaged Services identified in the Mentoring Services Schedule attached hereto.	[enter amount or N/A]
Authorized User Account Fees:	Company has purchased the Authorized User Accounts set out above.	[enter amount or N/A]
Total Amount Due:	All Fees are stated in US Dollars.	\$ [total above and insert here]

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

2. Payment Terms. Fees associated with this Order Form due as follows and are payable in accordance with Section 5.2 (Payment) of the Agreement:

[Insert payment schedule]

3. Licensee Contact Information:

Primary Point of Contact for Support:	Name:	
	Title:	
	Email:	
	Phone Number:	
Primary Point of Contact for Training:	Name:	
	Title:	
	Email:	
	Phone Number:	
Primary Point of Contact for Packaged Services:	Name:	
	Title:	
	Email:	
	Phone Number:	

Invoicing Information:	Billing Address:	
	Atten (name):	
	Email:	
	Phone Number:	
	PO Required on Invoice (if yes, include PO #):	

4. Mentoring Services. To the extent that Company is purchasing Training or Packaged Services under this Order Form, the Mentoring Services Schedule must be completed prior to signature of this Order Form and attached hereto.

In Witness Whereof, ForgeRock and Company have caused this Order Form to be executed by their duly authorized representatives as of the dates set forth below.

FORGEROCK US, INC.

COMPANY

By: _____
 (Authorized Signature)
Name: _____

 (Print or Type)
Title: _____
Date: _____

By: _____
 (Authorized Signature)
Name: _____

 (Print or Type)
Title: _____
Date: _____

**ATTACHMENT A TO THE ORDER FORM
FORGEROCK SOFTWARE ORDER FORM [1]
MENTORING SERVICES SECHEDULE**

1. Packaged Services. Company has purchased the Packaged Services below which have been marked with an 'x' (☐):

Packaged Services Selected:	Packaged Services	OpenAM	OpenDJ	OpenIDM	3 Days	5 Days
	Open Identity Stack High-level Architecture Workshop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Open Identity Stack Product Configuration Workshop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Product Specialist Field Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supportability Review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	On-site Operational Assistance, Mentoring and Support Co-ordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	On-site troubleshooting/diagnostic assistance (aka "fly-and-fix")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Performance Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Address where Packaged Services Delivery will take place:					
Packaged Services Delivery Schedule:						

2. Packaged Services Fees.

Packaged Services Delivery Fee:	
Remote Access Environment Fee:	
Consultant Travel and Expenses at cost (Estimate):	
TOTAL PACKAGED SERVICES ORDER VALUE:	

3. Training Services.

Training Assignment Number: <<000xx>>

Training Start Date: <<>>

Training End Date: <<>>

4. Essential Event Information.

Course Title:	
Delivery Modality:	<<Onsite/LVC/ILT>>
Number of Students:	
Assigned ForgeRock Instructor:	
<i>Instructor Phone Number:</i>	
<i>Instructor Email:</i>	

5. Learning Objectives and Event Overview.

Learning Objectives of Event:

Event Overview:

Prerequisites:

Course Contents:

4. Delegate Information. **It is essential that delegate information is provided in full no later than 10 business days before the date of the class starting.**

Student No.	First Name	Last Name	Email	Job Title
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

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	12 x 5	24 x 7	24 x 7
Email Support	12 x 5	24 x 7	24 x 7
Phone Support	8 x 5	12 x 5	24 x 7
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

SERVICES DETAIL:

24 x 7 Licensee Community (forgerock.org):

includes information and resources such as forums, mailing lists, community events, source code, and nightly development builds.

Continuous o

Web and Email Support: Access is available at any time through ForgeRock's Support Website or by email to support@forgerock.com. 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	<p><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.</p> <p>Pre-production system: a major feature or function is not working correctly and could delay deployment or upgrade.</p>
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	Silver	Gold
	Targeted Response	Targeted Response	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

EXHIBIT C
PACKAGED SERVICES

Packaged Services Definitions:

Open Identity Stack High-level Architecture Workshop	<p>This package is designed to work with the Licensee 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 Licensee to determine what parts of OIS are required by the Licensee 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 Licensee. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Document describing potential overall architectures.
Open Identity Stack Product Configuration Workshop	<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 Licensee 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 Licensee in undertaking a detailed design of the architecture; and • To determine the future services packages that will be required by the Licensee. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Summary report.

Product Specialist Field Assistance	<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 Licensees’ 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 Licensee. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Summary report.
Supportability Review	<p>This package 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 License Agreement.</p> <p>A specialist support consultant will attend the Licensee 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 Licensees’ 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 Licensee. <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Findings report.
On-site Operational Assistance, Mentoring and Support Co-ordination	<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,</p>

	<p>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 Licensees' 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 Licensee. <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 an specialist technical consultant at the Licensee 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 Licensees' 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 Licensee. <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 Licensees' 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 Licensee.

	<u>Deliverables:</u> <ul style="list-style-type: none"> Findings report.
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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