

## FORCEPOINT LICENSE AGREEMENT

THE PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT LICENSEE AGREES TO THE TERMS AND CONDITIONS IN THIS LICENSE AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN LICENSEE AND FORCEPOINT. IF YOU ARE PURCHASING LICENSES FROM THE GSA SCHEDULE, YOUR PURCHASE ORDER MUST REFERENCE GSA SCHEDULE # GS-35F-0511T. OTHERWISE, IF YOU ARE AN EMPLOYEE OF THE FEDERAL, STATE, OR LOCAL GOVERNMENT, OR THE SOFTWARE IS OTHERWISE FOR USE BY A FEDERAL, STATE OR LOCAL GOVERNMENT, YOU MUST EITHER STATE IN YOUR PURCHASE ORDER THAT THE TERMS OF THIS AGREEMENT SHALL GOVERN YOUR ORDER AND WILL SUPERSEDE ANY TERMS AND CONDITIONS CONTAINED IN YOUR PURCHASE ORDER OR ATTACH THESE TERMS TO AN EXECUTED CONTRACT.

### **1. Definitions.**

“**Databases**” means proprietary database(s) of URL addresses, email addresses, Malware, applications and other valuable information.

“**Database Updates**” means changes to the content of the Databases.

“**Device**” or “**Seat**” means (i) each computer (whether physical or virtual), electronic appliance or device that is authorized to access or use the Products, directly or indirectly; or (ii) for SaaS Email a separate email address or account that receives electronic messages or data within Licensee’s email system or network. For SaaS Email, up to 5 aliases may be considered one Device. (For example: A default email address of john.doe@acme.com with an alias of jdoe@acme.com counts as a single Device).

“**Documentation**” means the Product installation instructions, user manuals, setup posters, release notes, and operating instructions prepared by Forcepoint, in any form or medium, as may be updated from time to time by Forcepoint and made generally available to Licensee.

“**Error**” means a material failure of the Product to conform to the Documentation, which is reported by Licensee and replicable by Forcepoint.

“**Forcepoint**” means, as the context requires: (i) Forcepoint LLC, a Delaware limited liability company with its principal place of business at 10900-A Stonelake Blvd., 3<sup>rd</sup> Floor, Austin, TX 78759, USA; or (ii) Forcepoint International Technology Limited, with a principal place of business at Minerva House, Simmonscourt Road, Dublin 4, Ireland; or (iii) Forcepoint Federal LLC, with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170; or (iv) a corporation or entity controlling, controlled by or under the common control of Forcepoint with whom an Order has been placed referencing this Agreement.

“**GSA Customer Purchase Order**” (“**Order**”) means a purchase commitment mutually agreed upon between Forcepoint or a Forcepoint authorized reseller(s) and the GSA Customer for ordering supplies or services pursuant to FAR part 8.4.

“**License**” means the limited, personal, non-sublicensable, non-exclusive, nontransferable right to use the Software (including the Database, if any) for the term set forth in the Order, and in accordance with this Agreement and the Order.

“**License Fees**” means the agreed upon license fees for the Software (including the Database, if any) included in an Order based on the GSA Schedule Price List.

“**Licensee**” means the ordering activity authorized to place an Order against the GSA Schedule Contract GS-35F-0511T on which the Products are included..

“**Maintenance**” means a limited-term, non-exclusive, non-sublicensable, nontransferable right to: (a) receive the technical support described in Section 5, (b) receive Software Upgrades, if any, (c) receive and use the Database Updates, if any, and (d) use SaaS Email and SaaS Web (when set forth in the Order), in accordance with this Agreement and the Order.

“**Maintenance Term**” means the agreed upon time period for the provision of Maintenance in an Order. “**Permitted Capacity**” means the number of Devices, Seats, Users, or other license metrics as set forth in the Order.

“**Products**” means Software, Databases, Database Updates, Software Upgrades, together with applicable Documentation and media, and if purchased pursuant to an Order, SaaS and Forcepoint packaged service offerings..

“**SaaS**” or “**Software as a Service**” means Forcepoint’s software-as-a-service offerings, including SaaS Web and/or SaaS Email.

“**Software**” means Forcepoint’s proprietary software applications, in object code only.

“**Software Upgrades**” means certain modifications or revisions to the Software, but excludes new products for which Forcepoint generally charges a separate fee.

“**User**” means (i) any person utilizing Licensee’s network with access to the Products directly or indirectly, who is an employee, temporary employee, agent, consultant and/or independent contractor (collectively referred to as “personnel,” hereinafter), or guest of Licensee (ii) for SaaS Email a separate email address or account that receives electronic messages or data within Licensee’s email system or network. For SaaS Email, up to 5 aliases may be considered one User. (For example: A default email address of john.doe@acme.com with an alias of jdoe@acme.com counts as a single User).

“**Virus**” or “**Malware**” means computer software or program code that is designed to damage or reduce the performance or security of a computer program or data.

### SaaS Email Definitions

“**Average Emails Per Seat**” or “**Average Emails Per User**” means the total number of emails processed in performance of SaaS Email divided by the number of Devices, Seats, or Users in the Order.

“**Bulk Mail**” means a large number of email messages with similar content sent or received in a single operation or a series of related operations.

“**SaaS Email**” means the online, Web-based Product (or Product component) provided by Forcepoint when set forth in the Order, including any associated offline components.

“**Open Relay**” means an email server configured to receive email from an unauthorized third party and that forwards the email to other recipients who are not part of the server’s email network.

“**Spam**” means a large number of unsolicited email messages (typically over 500 per month) with similar content sent or received in a single operation or a series of related operations.

### SaaS Web Definitions

“**Average Bandwidth Per Seat**” or “**Average Bandwidth Per User**” means the total bandwidth used in the performance of SaaS Web divided by the number of Devices, Seats, or Users in the Order.

“**Web Content**” means any data and requests for data processed by SaaS Web including, but not restricted to that accessed using the Internet protocols HTTP and FTP.

“**SaaS Web**” means the online, Web-based Product (or Product component) provided by Forcepoint when set forth in the Order, including any associated offline components.

**2. Software License.** Subject to the provisions contained in this Agreement, and timely payment of the applicable Fees, Forcepoint hereby grants Licensee a License to use the Software, and Software Upgrades provided pursuant to Maintenance, identified in the Order solely for Licensee’s internal business purposes up to the Permitted Capacity set forth in the Order. Provided Licensee pays the Maintenance Fees, Forcepoint will provide Licensee with Maintenance. Subject to compliance with the terms of this Agreement, Licensee may relocate or transfer the on-premise Product for use on a different server within its location. Licensee shall not, and shall not permit anyone else to copy the on-premise Products, other than copies made solely for data backup and testing purposes. Any source code provided to Licensee by Forcepoint is subject to the terms of this Agreement. Licensee understands that its right to use the Products is limited by the Permitted Capacity purchased, and Licensee’s use may in no event exceed the Permitted Capacity authorized under the applicable Order. The Permitted Capacity provided in the Order(s) represents minimum amounts that Licensee has committed to for the Maintenance Term. If Licensee’s use exceeds the Permitted Capacity, Forcepoint will provide immediate notice to the GSA Customer of the alleged deficiency and may invoice the GSA Customer for the number of licenses required to bring it into compliance under this Agreement.

### **3. Provision of SaaS.**

3.1 Forcepoint will use commercially reasonable efforts to provide SaaS for the Maintenance Term. The then-current Service levels for SaaS are attached as Exhibit B for information purposes. Forcepoint makes no service level commitments for email that is determined by Forcepoint to be Bulk Mail.

3.2 If Forcepoint determines that the security or proper function of SaaS would be compromised due to third-party, hacking, denial of service attacks or other activities originating from or directed at Licensee’s network, Forcepoint may immediately suspend SaaS until the problem is resolved. Forcepoint will promptly notify and work with Licensee to resolve the issues.

3.3 If SaaS is suspended or terminated, Forcepoint will reverse all configuration changes made during SaaS enrollment. It is Licensee’s responsibility to make the server configuration changes necessary to reroute email for SaaS Email and reroute Web Content for SaaS Web.

3.4 Forcepoint may modify, enhance, replace, or make additions to the Products. Forcepoint may use Malware, Spam, and other information passing through the Products for the purposes of developing, analyzing, maintaining, reporting on, and enhancing the Forcepoint Products and services.

3.5 Licensee must not use SaaS Email as an Open Relay.

3.6 Licensee must not use the Products to distribute Spam or Malware.

3.7 If in any one (1) calendar month the Average Emails per Device, Seat or Average Emails Per User is greater than ten thousand (10,000), Licensee will make reasonable efforts to implement and maintain an accurate list of all valid email addresses belonging to Licensee for which SaaS Email scans inbound or outbound email.. Licensee’s Average Emails Per Seat or Average Emails Per User must not be greater than thirty thousand (30,000) in any one (1) calendar month.

3.8 Licensee’s Average Bandwidth Per Seat or Average Bandwidth Per User must not be greater than 0.02Mbps in any one (1) calendar month.

#### **4. Licensee Obligations.**

4.1 Licensee will (a) comply with all applicable federal laws, statutes and regulations, (b) only use the Products for legitimate business purposes which may include sending and receiving business and personal email or Web Content by its personnel, and (c) not use the Products to transmit Spam, Malware, or excessive email as defined in section 3.7.

4.2 Licensee must (a) have the authority, rights, or permissions to use all domains registered to the Products, and (b) obtain any legally required consents from its personnel, and (c) not use the Products to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Websense's express prior written approval.

4.3 Forcepoint will not be liable for any claims, demands, suits, or proceedings ("Claims") made or brought against Forcepoint by a third party alleging or related to Licensee's (i) violation of its obligations in this Section 4; (ii) infringement of intellectual property rights; (iii) civil or criminal offenses; (iv) transmission or posting of obscene, indecent, or pornographic materials; (v) transmission or posting of any material which is slanderous, defamatory, offensive, abusive, or menacing or which causes annoyance or needless anxiety to any other person; or (vi) transmission of information through the Products.

#### **5. Technical Support.**

5.1 Product technical support includes (i) standard technical support, Error corrections or workarounds so that the Software operates in substantial conformance with the Documentation, and (ii) the provision of Database Updates and Software Upgrades, if and when available, all of which are provided under Forcepoint's Technical Support Policies which are provided for informational purposes as Exhibit A and can be found <https://www.forcepoint.com/technical-support-terms-service-and-description>. Standard technical support includes online website and portal access, and telephone support during business hours. Database Updates and Software Upgrades will be provided to Licensee only if Licensee has paid the appropriate Maintenance Fees for the Permitted Capacity. Forcepoint may require Licensee to install Software Upgrades up to and including the latest release. Enhanced support offerings are only available pursuant to the execution of a new or modified Order and are also subject to the terms of this Agreement.

5.2 Forcepoint's obligation to provide technical support is limited to: (i) a Product that has not been altered or modified by anyone other than Forcepoint or its licensors; (ii) a release for which technical support is provided; (iii) Licensee's use of the Product in accordance with the Documentation; and (iv) errors and malfunctions caused by systems or programs supplied by Forcepoint. If an Error has been corrected or is not present in a more current version of the Product, Forcepoint will provide the more current version via technical support, but will not have any obligation to correct such Error in prior versions.

5.3 Technical support for on-premise Products may be limited to the most current release and the most recent previous sequential major release of the Product. Forcepoint reserves the right to terminate the Maintenance or increase the associated fees upon 60 days prior written notice should Licensee not stay current with a supported release in accordance with this Section.

**6. Intellectual Property Rights.** The Products and all related intellectual property rights are the exclusive property of Forcepoint or its licensors. All right, title and interest in and to the Products, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Products remain exclusively with Forcepoint or its licensors. The Products are valuable, proprietary, and unique, and Licensee agrees to be bound by and observe the proprietary nature of the Products. The Products contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. The Products include software products licensed from third parties. Such third parties have no obligations or liability to Licensee under this Agreement Licensee may not assign more than twenty (20) administrators to administer Forcepoint products. All rights not granted to Licensee in this Agreement are reserved to Forcepoint. No ownership of the Products passes to Licensee. Forcepoint may make changes to the Products at any time without notice. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights. Licensee may not remove any proprietary notice of Forcepoint or any third party from the Products or any copy of the Products, without Forcepoint's prior written consent.

#### **7. Protection and Restrictions.**

7.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Products, services, suppliers, customer lists and customer information, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties that is designated as confidential. When the end user is an instrumentality of the U.S. Government, neither this Agreement nor the Schedule Price List shall be deemed

“confidential information” notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Each party agrees that all Confidential Information of the other party will be treated by the Receiving Party as non-public confidential information and will not be disclosed to any person other than Disclosing Party and Receiving Party's personnel on a need to know basis and that Receiving Party will protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. Furthermore, each party agrees to only use the Confidential Information of the other party for purposes of carrying out its rights and obligations under this Agreement. Forcepoint recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

7.2 Licensee will take all reasonable steps to safeguard the Products to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Products contain valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Forcepoint. Licensee may use the Products only for its internal business purposes. Licensee will not itself, or through , its personnel or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Products to any user other than Licensee's personnel who have a need for such access and who shall be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (iv) write or develop any derivative works based upon the Products; (v) modify, adapt, translate or otherwise make any changes to the Products or any part thereof; (vi) use the Products to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Forcepoint's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products; (viii) otherwise use or copy the Products except as expressly permitted herein; (ix) use any third party software included in the Products independently from the Forcepoint proprietary Products. Subject to the terms of this Agreement, Licensee may allow its personnel to use the Products solely for the benefit of Licensee; provided, however, Licensee remains responsible for its personnel's compliance with this Agreement. Any other use of the Products by any other entity is prohibited.

## **8. Reserved.**

## **9. Limited Warranty; Remedies; Disclaimer.**

9.1 For ninety (90) days beginning on the date of the Order for the License, Forcepoint warrants that the Products, as updated from time to time by Forcepoint and used in accordance with the Documentation and the Agreement by Licensee, will operate in substantial conformance with the Documentation under normal use (“Warranty Period”). Forcepoint does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy Licensee's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; or (B) that data contained in the Databases will be (i) appropriately categorized or (ii) that the algorithms used in the Products will be complete or accurate.

9.2 Licensee must promptly notify Forcepoint during the Warranty Period in writing of a breach of warranty claim. Provided that such claim is reasonably determined by Forcepoint to be Forcepoint's responsibility, Forcepoint shall, within thirty (30) days of its receipt of Licensee's written notice, (i) correct the Error or provide a workaround; (ii) provide Licensee with a plan reasonably acceptable to Licensee for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Forcepoint at Forcepoint's discretion, then Forcepoint may terminate the affected Product License and Licensee will be entitled to a refund of the Fees paid for the affected Product. This paragraph sets forth Licensee's sole and exclusive remedy and Forcepoint's entire liability for any breach of warranty related to the Products.

9.3 This warranty is void and Forcepoint is not obligated to provide technical support if a claimed breach of the warranty is caused by: (i) any unauthorized modification of the Products or tampering with the Products, (ii) use of the Products inconsistent with the accompanying Documentation, (iii) Licensee's failure to use any new or corrected versions of the Product made available by Forcepoint; or (iv) related breach of this Agreement.

9.4 THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF, AND FORCEPOINT,, EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY FEDERAL LAW, ALL OTHER WARRANTIES, EITHER

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FORCEPOINT, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; NOR (IV) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FORCEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY FORCEPOINT FOR THE APPLICABLE PRODUCTS AND SERVICES OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS OR SERVICES THAT DIRECTLY CAUSED THE LIABILITY. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. **Indemnification.** In the event of a third-party claim, suit or proceeding against Licensee asserting that use of the Product as permitted in this Agreement infringes a third-party's patent, copyright, or trademark right recognized in any jurisdiction where the Product is used, Forcepoint at its expense will defend Licensee and indemnify Licensee against costs, expenses (including reasonable attorneys' fees), and damages payable to any third party in any such suit or cause of action that are directly related to that claim to the extent permitted under 28 U.S.C. 516. Forcepoint's obligation under this Section is contingent upon Licensee providing Forcepoint with: (a) prompt written notice of the suit or claim; (b) the right to control and direct the defense of the claim as set forth in 28 U.S.C. 516; and (c) reasonable cooperation with Forcepoint. Forcepoint will have no liability for any claim of infringement resulting from: (i) modification of the Products by anyone other than Forcepoint; (ii) a combination of the Products with other hardware or software not provided by Forcepoint; or (iii) failure by Licensee to implement Software Upgrades and Database Updates. In the event the Products, in Forcepoint's opinion, are likely to or do become the subject of a claim of infringement, Forcepoint may at its sole option and expense: (x) modify the Products to be non-infringing while preserving equivalent functionality; (y) obtain a license for Licensee's continued use of the Products; or (z) terminate this Agreement and the license granted hereunder, accept return of the Products and refund to Licensee the unused pre-paid Maintenance Fees paid for the affected Product applicable to the balance of the then current Maintenance Term. SUBJECT TO FAR 52.212-4 (h), THIS SECTION SETS FORTH FORCEPOINT'S ENTIRE LIABILITY AND OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THIRD PARTIES REGARDING THE PRODUCTS AND SERVICES.

## **12. Term and Termination.**

12.1 This Agreement continues in full force and effect until the expiration or termination of the Order(s), unless otherwise terminated earlier as provided in the FAR, the underlying GSA Schedule Contract and/or any applicable Order. Upon termination or expiration of the Maintenance Term, Licensee's right to receive Maintenance to the Products ends.

12.2 Product evaluation subscriptions are available for a period of up to thirty (30) days and are subject to the terms and conditions of this Agreement, except however that (i) evaluation subscriptions may only be used to evaluate and facilitate Licensee's decision to purchase a license to the products, and (ii) evaluation subscriptions are provided by Forcepoint on an AS IS and AS AVAILABLE basis without warranties of any kind. At the end of the evaluation period, Licensee must execute an Order for a new License. Licensee's continued use of the Products after executing a new Order is subject to this Agreement. For purposes of clarification, Licensee is not entitled to a refund of any pre-paid fees or waiver of any fees owed prior to termination of this Agreement or an Order.

12.3 When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Forcepoint shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Upon expiration or notification of termination, Licensee must uninstall any Products, cease using and destroy or return all copies of the Products to Forcepoint, and to certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, Definitions, 6, Intellectual Property Rights, 7, Protection and Restrictions, 8, Financial Terms, 9, Limited Warranty:

Remedies; Disclaimer, 10, Limitation of Liability, 11, Indemnification, 12, Term and Termination, 14, Government Restricted Rights, 15, Export, 16, Compliance and 17, General survive the termination of this Agreement.

**13. Compliance with Laws.** Each party will comply with all applicable laws and regulations that may apply concerning the protection of personal data, and anti-bribery. Licensee must obtain any required employee consents addressing the interception, reading, copying or filtering of emails and their attachments. Neither party will use any data obtained via the Products for any unlawful purpose.

**14. Rights of Government Licensees.** The Products meet the definition of “commercial item” in Federal Acquisition Regulation (“FAR”) 2.101, were developed entirely at private expense, and are provided to Government Licensees exclusively under the terms of this Agreement. Software, including Software Upgrades, is “commercial computer software” and applicable Documentation and media are “commercial computer software documentation,” as those terms are used in FAR 12.212 and DFARS 227.7202. Use of the Products by the U.S. Government constitutes acknowledgment of Forcepoint's proprietary rights therein, and of the exclusive applicability of this Agreement.

**15. Export.** The Products are subject to export controls of the United States (“Export Controls”). Export or diversion contrary to U.S. law is prohibited. U.S. law prohibits export or re-export of the software or technology to specified countries or to a resident or national of those countries (“Prohibited Country” or “Prohibited Countries”). It also prohibits export or reexport of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers (collectively, the “Lists”). U.S. law also prohibits use of the software or technology with chemical, biological or nuclear weapons, or with missiles (“Prohibited Uses”). Licensee represents and warrants that it will not use the software or technology for any Prohibited Uses; and that it will comply with Export Controls.

**16. Compliance.** Subject to Government security requirements, Forcepoint has the right to monitor the Licensee’s systems to confirm its authorized use of the Products. Upon Forcepoint’s request Licensee will document and certify that its use of the Products is in full conformity with the use rights granted under this Agreement and the applicable Order. Licensee acknowledges that the Products may include a license manager component to track usage of the Products and agrees not to impede, disable or otherwise undermine such license manager’s operation.

**17. General.** For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Forcepoint may periodically send Licensee messages of an informational or advertising nature via email Licensee may choose to “opt-out” of receiving these messages or information sharing by sending an email to [optoutlegal@forcepoint.com](mailto:optoutlegal@forcepoint.com) requesting the opt-out. Licensee acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to Products. However, Forcepoint may still send emails of a technical nature. Licensee acknowledges that Forcepoint may use Licensee's company name only in a general list of Forcepoint customers. subject to the restrictions contained in GSAR 552.203-71 regarding publicity. Forcepoint may use any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Licensee or its personnel relating to the Products. Forcepoint may use non-identifying and aggregate usage and statistical information related to Licensee’s and its personnel’s use of the Products for its own purposes outside of the Agreement. Licensee may not transfer any of Licensee’s rights to use the Products or assign this Agreement to another person or entity, without first obtaining prior written approval from Forcepoint. Assignment by Forcepoint is subject to FAR 52.232-23 “Assignment of Claims” (Jan. 1986) and FAR subpart 42.12 “Novation and Change-of-Name Agreements” (Sep. 2013).

Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3<sup>rd</sup> Floor, Austin, TX 78759 USA. Notices are deemed given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or its address for notice by means of notice to the other party given in accordance with this paragraph. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States. Pursuant to FAR 52.212-4(f), neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party’s reasonable control, including acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. This Agreement, the underlying GSA Schedule Contract GS-35F-0296R, the Schedule Price List and any applicable GSA Customer Purchase Order constitute the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not stated therein. This Agreement, however shall take precedence, to the maximum extent allowed by law, over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order

with Forcepoint. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties. Licensee agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Forcepoint regarding future functionality or features. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. Forcepoint is not obligated under any other agreements unless they are in writing and signed by an authorized representative of both parties.

## EXHIBIT A FORCEPOINT TECHNICAL SUPPORT

Forcepoint Technical Support combines people, process and technology in support of our Licensees' use of Forcepoint Products. Licensees are enrolled in one of six Forcepoint Technical Support programs: (1) Standard Support; (2) Premium Support; (3) Premium Priority Support; (4) Mission Critical Support; (5) Mission Critical Support Global; (6) Mission Critical Support Elite. Standard Support, Premium Support, and Mission Critical Support offerings are additional charge support options, and are only provided after Licensee has paid the associated fees for participation in one of these five support options.

1. **Forcepoint Standard Support**: Through the combination of available resources, Licensee can submit new cases and manage case status, access the latest security features and download software, upgrades, updates and patches, as well as review technical documentation. With Standard Support, Licensees receive access to:
  - 24x7x365 online support located at: [Support](#)
  - the Knowledgebase and Documentation
  - the Customer Forum
  - Tech Alerts Maintenance
  - download software updates and patches
  - submit and track support cases
  - Five (5) incidents<sup>1</sup> per Maintenance year for telephone and online access to technical support engineers during normal business hours for the region where Licensee is located

The Forcepoint support team has received technical training in the Forcepoint Products and related supported applications. Forcepoint will:

- Address Licensee open cases in a timely, professional and courteous manner
- Assign a trouble case number used to track status and as a reference for Licensee inquiries
- Communicate the status of open cases
- Log the support activity and provide status updates

2. **Forcepoint Premium Support**: Forcepoint Premium Support includes all the benefits of Standard Support on a 24x7 basis, including weekends and holidays for Severity 1 & 2 issues. In addition to those benefits included in Standard Support, Premium Support includes:
  - 24/7 support for Severity Level 1 & 2 issues
  - No limit on the number of incidents per Maintenance year for telephone and online access to technical support engineers
  - Priority access to technical support engineers
  - Priority support
  - Severity three and four issues will be worked during regular business hours only

These benefits are described in more detail on [Support](#) at: [Global Technical Support Programs](#)

3. **Forcepoint Premium Priority Support**: Forcepoint Premium Priority Support includes all the benefits of Premium Support, and also includes:
  - An assigned Escalation Manager who is responsible for ensuring consistent workflow of technical support cases and timely progression of Licensee's technical issues
  - Premium Priority access to technical support engineers
  - Premium Priority support
4. **Forcepoint Mission Critical Support**: Forcepoint Mission Critical Support combines all the benefits of Premium Priority Support with a technical account manager (TAM) who is assigned to the account, and who proactively works with the Licensee to support performance, reliability and availability of the Forcepoint Products. Upon gaining an understanding of Licensee's environment, the TAM will work with Licensee to:
  - Provide strategic support planning around Licensee's use of the Forcepoint Products
  - Perform architecture reviews, migration planning assistance, training recommendations and periodic account reviews

With Mission Critical Support, Licensee receives access to:

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<sup>1</sup> An "incident" is any assisted support where a case is opened and a case number assigned by Forcepoint. Multi-year maintenance holders may aggregate and use the allotted incidents at any time during the then-current Maintenance Term. Incidents do not rollover to a renewal Maintenance Term. Assisted support for SaaS support will not count as an incident.



- Technical Account Manager:
  - Expedited case handling and escalation path
  - Account related inquiries and assistance ○  
Available for an annual on-site visit
- Collaborative strategic support planning

These benefits are described in more detail at: [Global Technical Support Programs](#)

5. **Forcepoint Mission Critical Support Global:** Forcepoint Mission Critical Support Global combines all the benefits of Premium Priority Support with regionally assigned Technical Account Managers (TAMs) who are assigned to the Licensee in each of the three Forcepoint business regions (AMER, EMEA and APAC). The TAMs proactively work with the Licensee to support performance, reliability and availability of the Forcepoint Products. In addition to regional TAM coverage the Licensee will also be provided with a Global Account Manager (GAM) who oversees and organizes the actions and activities of the regional TAMs for the Licensee on a global level. Upon gaining an understanding of Licensee’s environment, the GAM and regional TAMs will work with Licensee to:

- Provide strategic support planning around Licensee’s use of the Forcepoint Products
- Perform architecture reviews, migration planning assistance, training recommendations and periodic account reviews

With Mission Critical Support Global, Licensee receives access to:

- Technical Account Manager:
  - Expedited case handling and escalation path ○  
Account related inquiries and assistance
- Collaborative strategic support planning

These benefits are described in more detail at: [Global Technical Support Programs](#)

6. **Forcepoint Mission Critical Support Elite:** Forcepoint Mission Critical Support Elite combines all the benefits of Mission Critical Support’s Technical Account Manager (TAM) with increased levels of technical engagement and assistance consisting of the TAM being made available to work with Licensee for:

- On-site upgrade assistance (up to 1 per year, 2 days maximum)
- On-site issue resolution assistance (up to 1 per year, 2 days maximum)
- Quarterly health check review via remote sessions
- Custom training (up to 4 – Two (2) hour sessions per year) delivered remotely
- Advanced architectural planning (disaster recovery and high availability)

These benefits are described in more detail at: [Global Technical Support Programs](#)

7. **Forcepoint Hardware Support:** Hardware support for Forcepoint appliances is available to licensees with current Maintenance for Forcepoint software applications running on the hardware. Support for hardware is available only during the Maintenance Term and under a valid hardware support contract.

Hardware support includes:

- Parts replacement of defective hardware materials and workmanship including internal peripherals
- “Retain your hard drive” option in the event of hard drive failure and replacement
- Phone-based troubleshooting
- Severity One level on-site parts replacement provided by a Forcepoint authorized service technician at Licensee’s business location on record (see Section 10, Licensee Responsibilities)

These benefits are described in more detail at: [www.websense.com](http://www.websense.com)

For non-Forcepoint branded hardware, Licensee must contact the hardware manufacturer directly in order to obtain any available warranty assistance.

8. **Forcepoint Technical Support Targeted Response Times:** Forcepoint follows a tiered support process. Tiered support is a controlled escalation environment, employed to deliver multiple levels of support as deemed appropriate for the support request. Response times are dependent on the severity of the issue reported. A support case is generated for the Licensee by a member of the Forcepoint Technical Support team or by the Licensee online at [Support](#).

Technical Support requests which are not resolved during the first telephone contact are assigned a Severity Level based on the descriptions in the chart below:

For all Forcepoint Products other than Forcepoint SaaS Products:

Severity Level	Initial Response					
	Standard	Premium		Mission Critical		
	Standard Support	Premium Support	Premium Priority Support	Mission Critical Support	Mission Critical Support Global	Mission Critical Support Elite
<p><b>Severity One (highest severity)</b>            Business is severely impacted.            - a Forcepoint product is not functioning and no viable workaround is available -            Customer environment compromised or at risk for significant data corruption -            Mission critical application is down or the majority of users are not able to conduct business</p>	Up to 1 Business Hour	Up to 45 Minutes	Up to 30 Minutes	Up to 30 Minutes	Up to 30 Minutes	Up to 15 Minutes
<p><b>Severity Two</b>            Business is disrupted but functioning.            - a Forcepoint product's functionality is severely impacted            - Mission critical applications or the majority of users are impacted.</p>	Up to 4 Business Hours	Up to 4 Hours	Up to 3 Hours	Up to 2 Hours	Up to 2 Hours	Up to 1 Hour
<p><b>Severity Three</b>            Business is not affected but symptoms exist.            - a Forcepoint product is functioning in a restricted fashion and a workaround exists            - Mission critical applications are functional with some end users affected</p>	Up to 8 Business Hours	Up to 8 Business Hours	Up to 6 Business Hours	Up to 4 Business Hours	Up to 4 Business Hours	Up to 2 Business Hours
<p><b>Severity Four (lowest severity)</b>            A request for information. - Request for product information or questions regarding how to use the product            - Minimal impact to customer business            - a request for product modification</p>	Up to 2 Business Days	Up to 2 Business Days	Up to 2 Business Days	Up to 1 Business Day	Up to 1 Business Day	Up to 1 Business Day

Hardware On-Site Parts Replacement Response Times:

Hardware Appliance	Initial Response (after phone-based troubleshooting is completed)		
	Standard Support	Premium & Premium Priority Support	Mission Critical Support (including Global & Elite)
<b>V10000</b> <b>M5000</b> <b>M7500</b> <b>M10000</b>	Not Available	Standard 3-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> (additional purchase required)	Standard 3-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> (additional purchase required)
<b>V5000</b>	Standard 3-Year, Next Business Day Onsite Parts Replacement <sup>2 3</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2 3</sup> (additional purchase required)	Standard 3-Year, Next Business Day Onsite Parts Replacement <sup>2</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> (additional purchase required)	Standard 3-Year, Next Business Day Onsite Parts Replacement <sup>2</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> (additional purchase required)
<b>X10G</b>	Not Available	Standard 3-Year, Next Business Day Onsite Parts Replacement <sup>2</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> (additional purchase required)	Standard 3-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> <hr/> Optional 5-Year, 4-Hour Onsite Parts Replacement <sup>2</sup> (additional purchase required)

<sup>2</sup> Subject to service availability within the service location. For additional information on service availability and locations visit: [Support](#)

<sup>3</sup> Standard Support for V5000 is available only with maintenance purchased to Forcepoint Web Security.

*For Forcepoint SaaS Products only:*

(24/7 Support will be available for Severity Level-One and Level-Two issues.)

Severity Level	Initial Response						Resolution Target
	Standard	Premium		Mission Critical			
	Standard Support	Premium Support	Premium Priority Support	Mission Critical Support	Mission Critical Support Global	Mission Critical Support Elite	
<b>One</b> - Service unavailable or, if applicable, Virus infection occurring	Up to 1 Business Hour	Up to 45 Minutes	Up to 30 Minutes	Up to 30 Minutes	Up to 30 Minutes	Up to 15 Minutes	As soon as possible but no later than within one business day of the call
<b>Two</b> – Partial loss of Service but, as applicable, Web Content and/or email are still being processed	Up to 4 Business Hours	Up to 4 Hours	Up to 3 Hours	Up to 2 Hours	Up to 2 Hours	Up to 1 Hour	As soon as practicable but within two business days or as otherwise agreed between Forcepoint and the customer
<b>Three</b> - Service is available, but technical questions or configuration issues	Up to 8 Business Hours	Up to 8 Business Hours	Up to 6 Business Hours	Up to 4 Business Hours	Up to 4 Business Hours	Up to 2 Business Hours	As soon as practicable or as otherwise agreed between Forcepoint and the customer
<b>Four</b> – Information Issues, reporting questions, password resets	Up to 2 Business Days	Up to 2 Business Days	Up to 2 Business Days	Up to 1 Business Day	Up to 1 Business Day	Up to 1 Business Day	At the time of response or as soon as practicable thereafter or as otherwise agreed between Forcepoint and the customer

9. **Service Level Guidelines: Response Time and Request Resolution<sup>3</sup>:**

Service Level Compliance: Forcepoint strives to provide compliance of 80% (90% for Mission Critical Support) for the service levels set forth in the following response times:

<sup>3</sup> Service levels are applicable for the software configurations described at [Certified Product Matrix](#). Action requests involving non-included configurations may require more time to resolve, Forcepoint will make commercially reasonable efforts to resolve technical support calls in the aforementioned service level time frame.

- Service response levels:
  - Target response time for inbound telephone calls made during business hours is based on the Severity of the issue (Please see chart); resolution time for 30% of the issues is generally within one business day.
  - Business hours are Monday through Friday, during the hours set forth in the region where Licensee resides as set forth at: [Contact Support](#) (“Business Hours”)
  - For calls to the 24x7 Support Line that occur after hours, the target response time for inbound telephone calls is within one hour for entitled Licensees.

*Escalation response levels:* If it is determined that the Forcepoint Technical Support team cannot resolve the support case, the issue will be escalated to the Forcepoint Engineering team. The technical support engineer updates Licensee on the plan of action and provides timely status updates. Such an action plan may include, but shall not be limited to, a call disposition or issue resolution.

*Support for hardware:* Response times for hardware parts replacement applies after phone-based troubleshooting has concluded and will vary by country. Service availability and response times are available at: [Target Response Times](#)

10. **Licensee Responsibilities:** In order to efficiently resolve problems, it is important that there be clear and effective communications between Licensee and Forcepoint. The first step of the process requires an accurate reporting of the problem by Licensee. Licensee will need to provide Forcepoint Technical Support with at least the following information to initiate the process outlined in this document:
- Licensee name
  - Maintenance Key information
  - Support PIN of the day for Licensee’s Cloud security account
  - Technical contact information including: name, telephone number and email address
  - Preliminary assessment of the scope and severity of the problem, including the number of affected users/Seats
  - Additional details and files as requested by Forcepoint needed to resolve the issue

A case number will be assigned and provided to you. Licensee should retain and use this case number in order to facilitate future communications regarding the matter.

In order to receive on-site parts replacement for a hardware Severity One problem, Licensee must keep a current record with Forcepoint of the business location on record for the physical location of the hardware.<sup>4</sup> Failure to keep current the business location on record will result in service interruption until Forcepoint and its OEM receive and process the information for the updated location.

- Licensee must notify Forcepoint of hardware transferred to alternate business locations, 10 days prior to the transfer, within or outside the country of purchase to ensure response time coverage and country registration<sup>5</sup>
- Updates to a physical location must be completed prior to dispatching of authorized technicians
- Licensee or Licensee’s authorized representative must be available when the service technician arrives, or the service technician will not be able to service the hardware<sup>6</sup>
- Missed service calls due to Licensee’s unavailability may result in additional charges for the follow-up service call

be provided where:

- Hardware is repurposed or modified from its original configuration
- Hardware has missing or altered serial numbers or Service Tags
- Hardware has been serviced by someone other than a Forcepoint-authorized service provider
- Premium or Mission Critical Support maintenance has expired

11. **Technical Support Channels:** There are two ways for Licensees to engage support:

- Open a case online at: [Support](#)
- Open a case via telephone: [Contact Support](#)<sup>8</sup>

12. **Support Escalation Channels:** If after following the procedures for creation of a technical support case Licensee desires to escalate a support issue, the following escalation path to a Technical Support Manager in Licensee’s region is available using the numbers listed below:

<sup>4</sup> A service technician will only be dispatched after Forcepoint and Licensee have concluded phone-based troubleshooting and determined that a Severity One problem exists.

<sup>5</sup> Registrations may take up to 10 business days to complete.

<sup>6</sup> In the event that Licensee is not available, the technician will leave a card as indication that the technician was there and the visit will be rescheduled. <sup>8</sup> Toll-free numbers are provided for Licensees of Premium and Mission Critical Support in some geographies.

**Note:** Please ask for a support delivery manager when calling during supported business hours for immediate attention to your concerns.

Technical Support Americas		1-858-458-2940
Technical Support EMEA		+44-203 02 444 01
Technical Support APAC	Australia/New Zealand:	+61 2 9414 0033
	India:	+1-858-332-0061
	China, Japan, SE Asia:	+86 (10) 5884-4200

Escalation contacts are available 24 hours a day, 7 days a week to service Licensee's Severity 1 business needs.

## EXHIBIT B

### Security Service Level Agreement

#### 1. Terms and Conditions

Forcepoint™ is a premier provider of SaaS security services. Forcepoint provides these SLAs in order to demonstrate its ongoing commitment to provide top-quality SaaS security service offerings for world class organizations and businesses.

1.1 Forcepoint provides these SLAs subject to the terms and conditions of the then current Forcepoint Subscription Agreement at [Subscription Agreement](#). The defined terms therein shall have the same meaning when used in this SLA. The current version of these SLAs can be found at [Forcepoint SaaS Security Service Level Agreement](#) .

1.2 In order to receive a Service Credit under any of these SLAs, the Subscriber must make a credit request in writing within thirty (30) days of the occurrence of the breach in service levels (or earlier if specifically set forth below). The Subscriber must also promptly provide Forcepoint with evidence as reasonably requested by Forcepoint of the SLA violation subject to the Service Credit request. A "Service Credit" entitles the Subscriber to the free use of the affected SaaS security service for the time period set forth in the applicable SLA.

1.3 Credits for any Subscriber problems with Forcepoint SaaS Security services will be provided under a single SLA for a single claim, with the SLA that the claim is based upon determined by the Subscriber. One claim cannot result in Service Credits under multiple SLAs.

1.4 The SLAs will not apply to situations where:

- The SaaS Security service is unavailable for an hour or less, and the Subscriber fails to report the unavailability in writing to Forcepoint within five (5) days thereafter.
- The SaaS Security service is incorrectly configured by the Subscriber.
- The Subscriber provides incorrect configuration information to Forcepoint.
- Forcepoint is performing scheduled or routine maintenance of the SaaS Security service, where the Subscriber has been notified of the maintenance no less than five (5) days in advance.
- The Subscriber's applications or equipment or Internet connection has failed.
- For SaaS Email Security, where an account is not configured to use two or more co-location sites (clusters).
- The Subscriber has acted as an open relay or open proxy, or has been using the service to send spam or viruses, or otherwise is using the SaaS Security service in violation of the Forcepoint Subscription Agreement.
- The Subscriber has used the SaaS Security service for thirty (30) days or less.
- The Subscriber is a trial or evaluation customer.
- The failure of the SLA is based on reasons beyond Forcepoint's reasonable control as set out in the Forcepoint Subscription Agreement.

1.5 The remedies set forth in these SLAs are the Subscriber's sole and exclusive remedy for any failure by Forcepoint to comply with the SLAs. Further information regarding remedies is set forth in the Forcepoint Subscription Agreement.

#### 2. SLAs for SaaS Email Security

## 2.1 *Message Tracking.*

- For 95% of all emails processed, the following will be available for review in the Message Center within five (5) minutes of receipt of an email: Detailed SMTP logs and all emails that are quarantined (including those that failed a content filtering rule, were classified as spam or were infected with a virus).
- If more than 5% of email logs or quarantined emails processed in any calendar month are not available for review within 5 minutes when the Subscriber is using the portal and following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will credit the Subscriber with one day's Service Credit for each email log or quarantined email that did not meet this service level, subject to a maximum credit of five (5) days in any one month.

## 2.2 *Service Availability*

- The SaaS Email Security service will be available 99.999% of the time.
- SaaS Email Security "Service Unavailability" means the inability of the email filtering service to receive and process email in substantial conformance with Forcepoint's published documentation for the email filtering service, as may be updated by Forcepoint from time to time, on behalf of the Subscriber and measured during any given calendar month.
- In the event of Service Unavailability for more than 0.001% of any calendar month, following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will credit the Subscriber account with one day's Service Credit for each two (2) hour period of Service Unavailability, subject to a maximum credit of five (5) days in any one month.

## 2.3 *Service Management*

- For 99% of all non-spam emails less than 2 Mega Bytes in size, the time required to process an email will be less than sixty (60) seconds.
- If in any one calendar month, 1% or more of all processed non-spam emails less than 2 Mega Bytes in size takes sixty (60) seconds or longer for Forcepoint to process (following receipt, ready for processing, to attempted delivery), following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will credit the Subscriber with one day's Service Credit for each email that takes sixty (60) seconds or longer to receive, process and attempt to deliver, subject to a maximum credit of five (5) days in any one month. This SLA applies only to legitimate business email (non-bulk email) and does not apply to emails 2 Mega Bytes or larger in size, denial of service (DOS) attacks, or email loops.

## 2.4 *Spam Detection Rates*

- Spam will be detected at a rate of 99% or above during each calendar month for Subscriber's use of the antispam service.
- The spam SLA does not apply to emails using a majority of Asian language (or other non-English or nonEuropean language) or emails sent to invalid mailboxes.
- In the event the spam detection rate drops below 99% for a period of more than five (5) days in any one calendar month, following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will credit the Subscriber with one (1) month's Service Credit.

## 2.5 *Virus Detection*

- For Subscribers subscribing to the anti-virus service, Forcepoint will protect the Subscriber from infection by 100% of all Known Viruses contained inside email that has passed through the SaaS Email Security service. This excludes links (URLs) inside email messages that take the Subscriber to a website where Viruses can be downloaded.



- A “Known Virus” means a Virus which has already been identified and a Virus definition has been made available by one of the anti-virus services whose technology is used within Forcepoint’s SaaS Email Security service, at least thirty (30) minutes before the time the email was processed by the SaaS Email Security service. This SLA does not apply to forms of email abuse that are not classified as viruses or malware, such as phishing, adware, spyware and spam.
- In the event that Forcepoint identifies a Known Virus but does not stop the infected email, Forcepoint will use commercially reasonable efforts to promptly notify the Subscriber, providing information to enable the Subscriber to identify and delete the Virus-infected email. If such action prevents the infection of the Subscriber’s systems, then the remedy defined in this Section 2.5 shall not apply. Subscriber’s failure to promptly act on such information will also result in the remedy defined in this Section 2.5 being inapplicable.
- In the event that one or more Known Viruses in any calendar month passes through the email filtering service undetected and infects the Subscriber’s systems, following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will credit the Subscriber with one month’s Service Credit, subject to the Subscriber providing evidence acceptable to Forcepoint that the SaaS Email Security service failed to detect the Known Virus within five (5) working days of the Virus infection.
- The Virus Detection SLA for SaaS Email Security will not apply if (a) the Virus was contained inside an email that could not be analyzed by the email filtering service, such as an encrypted email or a password-protected file, (b) the Virus infection occurred because an email which had been identified as containing a Virus was released by Forcepoint on the request of the Subscriber, or by the Subscriber through the email filtering portal, or (c) there is deliberate self-infection by the Subscriber or its authorized user.

### **3. SLAs for SaaS Web Security**

#### *3.1 Service Availability*

- The SaaS Web Security service will be available 99.999% of the time.
- SaaS Web Security “Service Unavailability” means the SaaS Web Security service being unable to receive, process and forward Web Content in substantial conformance with Forcepoint’s published documentation as may be updated by Forcepoint from time to time, on behalf of the Subscriber and measured during any given calendar month.
- In the event of Service Unavailability for 0.001% or more of any calendar month, following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will provide the Subscriber a credit of one day’s Service Credit for each two (2) hour period of Service Unavailability, subject to a maximum credit of five (5) days in any one calendar month.

#### *3.2 Virus Detection*

- Forcepoint will protect the Subscriber from infection by 100% of all Known Viruses contained inside Web Content that has passed through the SaaS web protection service module of the SaaS Web Security service.
- A “Known Virus” means a Virus which has already been identified and a Virus definition has been made available by one of the anti-virus services whose technology is used within Forcepoint’s SaaS Web Security service, at least thirty (30) minutes before the time the Web Content was processed by the web filtering service. This SLA does not apply to forms of Web Content abuse that are not classified as viruses or malware, such as phishing, adware, spyware and spam.
- In the event that Forcepoint identifies a Known Virus but does not stop the infected Web Content, Forcepoint will use commercially reasonable efforts to promptly notify the Subscriber, providing information to enable the Subscriber to identify and delete the Virus-infected Web Content. If such action prevents the infection of the Subscriber’s systems, then the remedy defined in this Section 3.2 shall not apply. Subscriber’s failure to promptly act on such information will also result in the remedy defined in this Section 3.2 being inapplicable.
- In the event that one or more Known Viruses in any calendar month passes through the SaaS Web Security service undetected and infects the Subscriber’s systems, following a request submitted by the Subscriber in

accordance with Section 1 above, Forcepoint will credit the Subscriber with one month's Service Credit, subject to the Subscriber providing evidence that the SaaS Web Security service failed to detect the Known Virus within five (5) working days of the Virus infection.

- The Virus Detection SLA for web security will not apply if (a) the Virus was contained inside Web Content that could not be analyzed by the web security service, such as HTTPS or a password-protected file, (b) the user bypassed the web security service when downloading the Web Content, (c) the Subscriber configured the service to not filter the web content, or (d) there is deliberate self-infection by the Subscriber or its authorized user. **4.**

#### **SLAs for Email Archiving**

##### *4.1 Service Availability*

- The SaaS email archiving service will be available 99.99% of the time over a calendar month.
- SaaS email archiving "Service Unavailability" means the inability of the email archiving server to receive and transmit Subscriber's requests to store and retrieve archived email in conformance with Forcepoint's published documentation, as may be updated by Forcepoint from time to time, and measured over a full calendar month.
- In the event of Service Unavailability for more than 0.01% for any calendar month, following a request submitted by the Subscriber in accordance with Section 1 above, Forcepoint will credit the Subscriber account with one day's Service Credit for each calendar month where Service Unavailability exceeds 0.