

**EVERFOX
CROSS DOMAIN
END-USER LICENSE AND SUBSCRIPTION AGREEMENT**

THE PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT CUSTOMER AGREES TO THE TERMS AND CONDITIONS IN THIS END-USER LICENSE AND SUBSCRIPTION AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN CUSTOMER (DEFINED BELOW) AND FORCEPOINT FEDERAL LLC (“FORCEPOINT”). IF A SUBSCRIPTION OR LICENSE TO USE THE PRODUCTS IS OBTAINED THROUGH A U.S. GOVERNMENT GSA SCHEDULE, THEN THIS AGREEMENT MUST BE INCORPORATED INTO THE CONTRACT EXECUTED BY CUSTOMER’S CONTRACTING OFFICER OR OTHER REPRESENTATIVE AND MUST AUTHORIZE CUSTOMER’S ACCEPTANCE OF THIS AGREEMENT.

BY ACCEPTING THIS AGREEMENT, OPENING THE ENVELOPE, BREAKING THE SEAL, DOWNLOADING, INSTALLING, OR BY USING THE PRODUCTS, CUSTOMER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND HAS THE AUTHORITY TO ENTER INTO AND AGREES TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT PROCEED WITH THE INSTALLATION OR USE OF THE PRODUCT AND PROMPTLY RETURN THE PRODUCT AND ALL ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION, SOFTWARE MEDIA, ETC.) TO FORCEPOINT.

1. Definitions.

“**Affiliate**” means an entity controlling, controlled by, or under common control with Customer, where control is established by a majority ownership (greater than 50%) in or over an entity; provided, however, that the term “Affiliate” will not include an entity that is a direct competitor of Everfox.

“**Customer**” means the individual, company, Affiliate, or other legal entity that has placed an Order and (i) is the ultimate end user of the Products, or (ii) is a Prime Contractor whose only use of the Products is to perform the tasks outlined in Section 2.2 and once such tasks are completed will transfer this Agreement and the License and/or the Subscription for the Products to the Customer defined in (i) and the Order, subject to the terms of this Agreement.

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

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

“**Fees**” means collectively the License Fees, the Maintenance Fees, the Subscription Fees, and the Services Fees, as applicable.

“**Everfox**” means Everfox LLC, with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170.

“**Instance**” means a single physical computer or a single Virtual Computer on which the Software is installed or otherwise used.

“**License**” means the limited, personal, non-sublicensable, non-exclusive, nontransferable right to use the Software and Documentation for the License Term set forth in the Order, in accordance with this Agreement and the Order.

“**License Fees**” means the agreed upon license fees for the Software included in an Order.

“**License Term**” means the agreed upon time period set forth in an Order beginning (i) on the date of the Order if a new purchase, (ii) the date of delivery of the Software if the Order is placed through Everfox’s GSA Schedule, or (iii) on the renewal date of the expiration of a previous License Term.

“**Maintenance**” means a limited-term, non-exclusive, non-sublicensable, nontransferable right to receive the support level purchased pursuant to an Order as further described in Section 3, including if and when available: (i) Error corrections or workarounds so that the Software operates in substantial conformance with the Documentation, and (ii) the provision of Software Updates, if any, in accordance with this Agreement and the Order.

“**Maintenance Fees**” means the agreed upon fees for Maintenance in an Order.

“**Maintenance Term**” means the agreed upon time period for the provision of Maintenance in an Order beginning (i) on the date of the Order if a new purchase, (ii) the date of delivery of the Software if the Order is placed through Everfox’s GSA Schedule, or (iii) on the renewal date of the expiration of a previous Maintenance Term.

“**Network**” means a single physical computer network or a single Virtual Network, connected by one or more connections for redundancy on the same Server.

“**Order**” means the mutually agreed upon quotation, schedule purchase order, or similar document between Everfox and Customer or a Everfox authorized reseller and Customer, which has been accepted in writing by Everfox for a license to use the Products as set forth in this Agreement.

“**Permitted Capacity**” means (i) the number of Instances, Servers, Users, or other license measurement set forth in an Order and defined in the Solution Rider; and (ii) the Deployment Environment (defined in the Solution Rider) or other environment set forth in an Order.

“**Prime Contractor**” means a distributor, value added reseller, or system integrator who performs integration, configuration, and installation of the Products on behalf of the ultimate end user Customer.

“**Products**” means Software, together with applicable Documentation and media, and if purchased pursuant to an Order, Maintenance, and Services Offering(s).

“**Server**” means a single physical computer or a single Virtual Computer on which the Software is installed or otherwise used.

“**Services Fees**” means the agreed upon fees for the Services Offering set forth in an Order or in a services proposal.

“**Services Offering**” means the tasks to be performed and other activities set out in a services proposal that has been mutually agreed to by Everfox and Customer.

“**Software**” means Everfox’s proprietary software applications, in object code only together with any Software Updates provided pursuant to Maintenance and when a Subscription is purchased, then also Software Upgrades provided pursuant to the Subscription.

“**Software Patch(es) and Hotfix(es)**” means any corrections or workarounds for substantial defects, fixes of any minor bugs, and corrections for security vulnerabilities, issued to Customer by Everfox as part of Maintenance (provided Customer has paid the applicable Maintenance Fees).

“**Software Updates**” means certain Software Patches and Hotfixes, modifications or revisions to the Software provided solely pursuant to Maintenance but excludes Software Upgrades and other products for which Everfox generally charges a separate fee.

“**Software Upgrades**” means a major version change to the Software signified by a change in the number to the left of the decimal point and is a product for which Everfox charges a separate fee.

“**Solution Rider**” means the Everfox Cross-Domain Solution Rider attached to this Agreement.

“**Subscription**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right during the Subscription Term to: (i) use the Software; (ii) to receive Maintenance (if included in an Order); (iii) receive Software Upgrades, if any; and (iv) use the output of the Services Offering, in accordance with this Agreement and the Order.

“**Subscription Fees**” means the agreed upon fees for the Subscription in an Order beginning (i) on the date of the Order if a new purchase, (ii) the date of delivery of the Software if the Order is placed through Everfox’s GSA Schedule, or (iii) on the renewal date of the expiration of a previous Subscription Term.

“**Subscription Term**” means the agreed upon time period in an Order.

“**User**” means any person utilizing the network with access to the Software directly or indirectly, who is an employee, temporary employee, customer, contractor, or guest of Customer.

“**Virtual Computer**” means a software container that can run its own operating system on top of a hypervisor and execute applications like a physical computer.

“**Virtual Network**” is a network link that does not consist of a physical (wired or wireless) connection between two computing devices but is implemented using methods of network virtualization.

2. **License.**

2.1 Subject to the provisions contained in this Agreement, the applicable terms and conditions of the Solution Rider (if any), and timely payment of the applicable Fees, Everfox hereby grants Customer: (i) for the Subscription Term, a Subscription to the Software and Documentation (including any output of the Services Offerings) included in the Order subject to the Permitted Capacity identified in the Order, solely for Customer’s internal business purposes; or if applicable (ii) for the License Term, a License to use the Software and Documentation (including any output of the Services Offerings) subject to the Permitted Capacity identified in the Order, solely for Customer’s internal business purposes. Provided Customer pays the Maintenance Fees and Services Fees, Everfox will provide Customer with Maintenance and the Services Offerings respectively. Customer may make one copy of the Software for archival backup purposes only. Full and partial system saves of the Software are permitted for archival purposes, provided any restores are performed back onto the original Server from which the Software saves were taken. A restore may be performed on a different Server only if the Software has been permanently removed from the original Server and the new Server is an identical or lower tier Server for licensing

purposes and such transfer is reported in writing to Everfox. Except as expressly set forth herein, Customer will not and may not permit any third party to copy the Products. Any source code provided to Customer by Everfox is subject to the terms of this Agreement. Everfox may make changes to the Products at any time without notice. Customer understands that its right to use the Products is limited by the Permitted Capacity purchased, and Customer'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 Customer has committed to for the Subscription Term and/or Maintenance Term. If Customer's use exceeds the Permitted Capacity, Customer must purchase additional Permitted Capacity sufficient for the excess use.

2.2 Subject to the provisions contained in this Agreement and timely payment of the applicable Fees, Everfox hereby grants Prime Contractor a Subscription or if applicable a License to use the Software and Documentation subject to the Permitted Capacity identified in the Order solely for the purpose of integration, configuration, and installation of the Product on behalf of an ultimate end user Customer that has been identified in the Order. Upon completion of the preceding tasks, Prime Contractor may assign this Agreement and the Subscription or License to the ultimate end user Customer in accordance with Section 15.2.

3. Maintenance.

3.1 The Subscription Term or Maintenance Term is defined in the Order. Maintenance support activities are provided under the Everfox Federal Software Maintenance and Hardware Support Description attached to this Agreement. Maintenance will be provided to Customer only if Customer has paid the appropriate Fees for the Subscription Term or Maintenance Term. Everfox may require Customer to install Software Updates up to and including the latest release. In the event the Subscription or Maintenance is not renewed prior to the expiration of the Subscription Term or Maintenance Term, then Customer must also purchase a Subscription and/or Maintenance to cover the lapsed period between the date the Subscription Term or Maintenance Term expires and the date it is renewed. In the event the Subscription or Maintenance has lapsed for one year or more, Everfox may charge a reinstatement fee upon renewal in addition to Customer's purchase of the Subscription and/or Maintenance for the lapsed period.

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

3.3 Maintenance may be limited to the most current release and the most recent previous sequential major release of the Software. Everfox reserves the right to terminate the Maintenance or increase the associated fees upon 60 days' notice should Customer not stay current with a supported release in accordance with this Section.

4. Intellectual Property Rights. All right, title, and interest in and to the Products, any modifications, translations, or derivatives thereof including any related scripts, tools, and know-how and all applicable intellectual property and proprietary rights thereto remain exclusively with Everfox or its licensors. The Products may include software products licensed from third parties. Such third parties have no obligations or liability to Customer under this Agreement but are third-party beneficiaries of this Agreement. Everfox owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Products. Except as otherwise expressly provided, Everfox grants no express or implied right under Everfox patents, copyrights, trademarks, or other intellectual property rights, and all rights not expressly granted to Customer in this Agreement are reserved to Everfox and its licensors. Customer may not remove any proprietary notice of Everfox or any third party from the Products or any copy of the Products, without Everfox's prior written consent.

5. Protections and Restrictions. Customer 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 Everfox. The Products are proprietary to Everfox and are exempt from any public disclosure statute or regulation, including the Freedom of Information Act requirements. Customer may use the Products only for the internal business purposes of Customer. Customer will not itself, or through any affiliate, employee, consultant, contractor, agent 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 Customer's employees and contractors who have a need to such access and who will 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 Everfox'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 same except as expressly permitted herein or in the Solution Rider; (ix) use any third-party software included in the Products independently from the Products. Subject to the terms of this Agreement, Customer may allow its agents and independent contractors to use the Products solely for the benefit of Customer; provided, however, Customer remains responsible for any breach of this Agreement. Any other use of the Products by any other entity is forbidden and a violation of this Agreement. If any additional third-party end-user license agreement, terms and conditions, or open-source software license agreement is (a) attached to this Agreement; (b) included in the Solution Rider or the Order, or (c) included in the Software “about” file, “readme” file or Documentation, then Customer’s use of the third-party software is further restricted by and subject to such license.

6. Financial Terms. Fees and payment terms are specified in the applicable Order. If applicable, Customer agrees to pay the Fees as set forth in the Order in compliance with applicable U.S. Federal laws and regulations. Except as otherwise expressly specified in the Order: (i) all recurring payment obligations start from the receipt of the Order; (ii) when the Order is placed directly with Everfox fees must be paid within 30 days after the invoice date; (iii) upon the expiration of each Subscription Term or Maintenance Term, the Fees will be Everfox’s then-current commercial list price for such Products; and (iv) interest accrues on past due balances at the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Everfox will be entitled to suspend any or all its performance obligations hereunder in accordance with the provisions of Section 10 and to modify the payment terms, including requiring full payment before Everfox performs any obligations in this Agreement. Customer will reimburse Everfox for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Everfox hereunder that are not under good faith dispute by Customer. Amounts paid or payable for Products are not contingent upon the performance of any consulting or other professional services. Everfox’s reasonable travel and lodging expenses incurred in the performance of services on Customer’s site will be billed separately at actual cost. Customer is responsible for payment of all taxes (excluding those on Everfox’s net income) arising out of this Agreement, except to the extent a valid tax exemption certificate or other written documentation acceptable to Everfox to evidence Customer’s tax exemption status is provided by Customer to Everfox prior to the delivery of Products or services.

7. Limited Warranty.

7.1 If the Software is licensed under a Subscription, then for the Subscription Term, Everfox warrants that the Software, as updated from time to time by Everfox and used in accordance with the Documentation and the Agreement by Customer, will operate in substantial conformance with the Documentation under normal use (“Subscription Warranty”). If the Software is licensed under a perpetual or term (other than a Subscription) License, then for 30 days beginning on the date of the Order for the License, Everfox warrants that the Software, as updated from time to time by Everfox and used in accordance with the Documentation and this Agreement by Customer, will operate in substantial conformance with the Documentation under normal use (“License Warranty”). Everfox warrants that Services Offerings will be performed in a professional and workmanlike manner and Everfox will comply with all applicable laws in providing the Services Offerings (“Services Warranty”). Everfox warrants that the original media containing the Software is free from defects in material and workmanship, assuming normal use, for a period of 90 days from the date of initial shipment (“Media Warranty”).

7.2 Everfox does not warrant that: (A) the Software and Services Offerings will (i) be free of defects, (ii) satisfy Customer’s requirements, (iii) operate without interruption or error, or (iv) will be complete or accurate; or (B) the Software meets the security standards necessary to achieve certification or accreditation from any government or independent standards bodies.

7.3 Customer must promptly notify Everfox in writing of a claim during the period for which a Subscription Warranty, License Warranty, Services Warranty, or Media Warranty period(s) applies. Provided that such claim is reasonably determined by Everfox to be Everfox’s responsibility, Everfox will, within 30 days of its receipt of Customer’s written notice: (i) correct the Error or provide a workaround; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable efforts from Everfox at Everfox’s discretion, then Everfox may terminate the affected License and/or Subscription and Customer will be entitled to either: (a) a refund under the License Warranty of the Fees paid for the affected Software; or (b) a refund of the unused Subscription Fees paid for the affected Software applicable to the balance of the then-current Subscription Term, as applicable. If the Services Warranty is breached, then Customer may terminate the affected Services Offering and receive a pro-rata refund equal to the value of the pre-paid unused Services Fees. Everfox will replace the original media containing the Software free of charge for Media Warranty claims made during the Media Warranty period. This paragraph sets forth Customer’s sole and exclusive remedy and Everfox’s entire liability for any breach of warranty or other duty related to the Products.

7.4 This warranty is void and Everfox 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) Customer's failure to use any new or corrected versions of the Product made available by Everfox; or (iv) breach of this Agreement by Customer or its users.

7.5 THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF, AND FORCEPOINT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES INCLUDING WARRANTIES BASED ON ANY GOVERNMENT ISSUED CERTIFICATION OR ACCREDITATION, EITHER EXPRESS OR IMPLIED, INCLUDING 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 PROVIDED UNDER THIS AGREEMENT.

8. 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; (IV) CUSTOMER'S DECISIONS BASED ON ITS INTERPRETATION OF THE OUTPUT FROM THE PRODUCTS; NOR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING 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 CUSTOMER'S APPLICABLE SUBSCRIPTION AND/OR LICENSE TO THE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

9. Intellectual Property Indemnification. In the event of a third-party claim, suit or proceeding against Customer asserting that use of the Software as permitted in this Agreement infringes a third-party's patent, copyright, or trademark right recognized in any jurisdiction where the Software is licensed, Everfox at its expense will defend Customer and indemnify Customer 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. Everfox's obligation under this Section is contingent upon Customer providing Everfox with: (a) prompt written notice of the suit or claim; (b) the right to solely control and direct the defense of the claim; and (c) reasonable cooperation. Customer may participate in the defense at its own expense. Everfox will have no liability for any claim of infringement resulting from: (i) modification of the Software by anyone other than Everfox; (ii) a combination of the Software with other hardware or software not provided by Everfox; or (iii) failure by Customer to implement Software Updates. In the event the Software, in Everfox's opinion, is likely to or does become the subject of a claim of infringement, Everfox may at its sole option and expense: (x) modify the Software to be non-infringing while preserving equivalent functionality; (y) obtain a license for Customer's continued use of the Software; or (z) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Customer the unused pre-paid Maintenance Fees or unused pre-paid Subscription Fees paid for the affected Software applicable to the balance of the then-current Maintenance Term or Subscription Term, as applicable. THIS SECTION SETS FORTH FORCEPOINT'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT.

10. Term and Termination.

10.1 This Agreement continues in full force and effect until the expiration or termination of the Order(s), unless otherwise terminated earlier as provided hereunder. All Orders are non-cancellable, and there will be no fee adjustments or refunds for any reason, including decreases in usage, or otherwise. Upon termination or expiration of the Maintenance Term, Customer's right to receive Maintenance to the Software terminates. Upon termination or expiration of the License Term and/or Subscription Term, Customer's right to use the Products terminates.

10.2 Unless a separate evaluation agreement is entered into between Everfox and Customer, Evaluation environment subscriptions are (a) available for a period of up to 30 days unless otherwise agreed in writing by Everfox, and (b) subject to the terms and conditions of this Agreement, except however that: (i) Evaluation environment subscriptions may only be used to evaluate and facilitate Customer's decision to purchase a license to the Software; and (ii) Evaluation environment subscriptions are provided by Everfox on an AS IS and AS AVAILABLE basis without warranties of any kind. At the end of the evaluation period, Customer must place an Order and pay the applicable Fees, or this Agreement terminates as related

to the evaluation subscription. Customer's continued use of the products after an evaluation period is subject to this Agreement.

10.3 Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of payment terms, which will have a 10 day cure period; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). Upon notification of termination by either party, Customer must cease using and uninstall any Software, destroy or return all copies of the Software, and must certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 4 – 10, 12, 13, 14, and 15 will survive the termination of this Agreement.

10.4 Everfox will be entitled to suspend any or all services upon 10 days' written notice to Customer in the event Customer is in breach of this Agreement. Everfox may impose an additional charge to reinstate service following suspension.

11. Compliance with Laws.

11.1 Each party will comply with all applicable laws and regulations, including the European Union's General Data Protection Regulation, and other applicable regulations that govern the protection of personal data. Customer must obtain any required consents (including employee consent) addressing the interception, reading, copying, analyzing, or filtering of emails and their attachments as well as any local government permits, licenses, or approvals required to use the Products. Neither party will use any data obtained via the Products for any unlawful purpose. Each party's obligations with respect to the treatment of personal data submitted to Everfox pursuant to this Agreement are set forth in the terms of the [Everfox Data Processing and Protection Measures](#).

11.2 Customer will comply with the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. and, if Customer is located outside the United States the UK Bribery Act 2010, and with any other applicable laws, rules or regulations addressing anti-corruption and anti-bribery (collectively, "Anti-Corruption Laws"). If at any time Everfox reasonably believes that Customer has not complied with Anti-Corruption Laws, Everfox may upon written notice to Customer terminate this Agreement. Customer hereby waives any litigation or claims against Everfox for any such termination of this Agreement.

12. Rights of Government Customers. 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 Customers exclusively under the terms of this Agreement. Software, including Software Updates and 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 Everfox's proprietary rights therein, and of the exclusive applicability of this Agreement.

13. Export. Commodities, technology, and software, including the Products (collectively referred to as "Items") are subject to export controls under the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§120-130. Export, reexport, or transfer of the items, related technical data, assistance, or services, from the United States is governed by the Arms Export Control Act, 22 U.S.C. § 2778 et seq. ("AECA") and ITAR (as in existence as of the date of this Agreement). The Items and any related data, assistance, or services, therefore, may not be disclosed, released, exported, re-exported transferred or re-transferred (including in-country transfer), directly or indirectly, in any manner, to any foreign person (including foreign person employees of Customer) or foreign country unless previously authorized by Everfox, the U.S. Department of State and/or other governmental agencies, as appropriate. Customer agrees to acquire all necessary export authorizations and to comply with the requirements of all applicable export and import laws and regulations prior to any disclosure, release, export, re-export, deemed export or transfer or re-transfer subject to the same, including restrictions on export, re-export, transfer or disclosure of the Items to proscribed countries identified by the U.S. Department of State, Directorate of Defense Trade Controls, entities or persons ineligible to receive ITAR-controlled items, or any other person or entity subject to export control restrictions. Everfox has no obligation to obtain licenses or to satisfy such requirements. Customer acknowledges and accepts that any support requested by it from Everfox or any affiliate thereof relating to this Items may be subject to export licensing requirements, and that a license may or may not be granted for such support.

14. Verification. Customer must maintain records sufficient to track its compliance with the terms of this Agreement, and upon Everfox's request, Customer will provide a written certification and such supporting records confirming its compliance with this Agreement. Except in those instances where applicable laws prohibit otherwise, during the Subscription Term and/or License Term and one year thereafter, Everfox or Everfox's selected independent auditor may review Customer's records related to Customer's use, deployment, installation, provision of, or access to the Products to verify Customer's compliance

with this Agreement. Customer will provide reasonable assistance, access to personnel, facilities, and systems, as well as information necessary to facilitate Everfox's compliance verification. The verification will be performed during regular business hours and will not unreasonably interfere with Customer's standard business activities. The cost of the verification will be borne by Everfox unless a discrepancy indicating that additional Fees are due to Everfox, in which case the reasonable cost of the verification will be borne by Customer. Customer will cure any noncompliance and will pay any associated fees and costs, including Product usage, Maintenance, cost of verification, and interest due as a result of such noncompliance within 30 days of notification. Fees will be Everfox's commercial list price at the time of the identified noncompliance and will not include the benefit of any discounts or prior pricing terms offered to Customer. The rights and remedies under this Section are in addition to any other rights Everfox may have under this Agreement. Additionally, Everfox may at any time, without notice, during the term of this Agreement access Customer's system, subject to applicable local law, to determine whether Customer and its users are complying with the terms of this Agreement. Customer acknowledges that the Products may include a license manager component to track usage of the Products and Customer will not impede, disable, or otherwise undermine such license manager's operation.

15. General.

15.1 For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Everfox may periodically send Customer messages of an informational or advertising nature via email and provide account information to related third parties (e.g. Customer's reseller). Information will be processed by Everfox in accordance with the [Privacy Policy](#) and applicable data privacy laws. Customer may at any time update its communications preferences on everfox.com or by sending an email to privacy@everfox.com. Customer acknowledges and agrees that if it chooses not to receive informational or advertising messages, then it will not receive Everfox emails concerning upgrades and enhancements to Products. However, Everfox may still send emails of a technical nature. Everfox may use non-identifying and aggregate usage and statistical information collected in relation to Customer's and its users' use of the Products for purposes outside of the Agreement. Customer acknowledges that Everfox may use Customer's company name only in a general list of Everfox customers.

15.2 Customer may not transfer any of Customer's rights to use the Products or assign this Agreement to another person or entity, without first obtaining Everfox's prior written approval. Any transfer in contravention of the preceding is null and void.

15.3 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 and fully prepaid. Notices sent to Everfox must be sent to the attention of the General Counsel at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170. Notices sent to Customer will be sent to Customer's address in Everfox's system of record. Notices are considered to have been received at the time of actual delivery in person, two business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph.

15.4 Any dispute arising out of or relating to this Agreement or the breach thereof with Customers located in the United States will be governed by the federal laws of the United States and the laws of the State of Delaware, USA, for all claims, without regard to or application of choice of laws, rules, or principles. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts in Herndon, Virginia, USA, provided however that Everfox may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. Notwithstanding anything to the contrary in this subsection, if Customer is the United States Government, all disputes are governed by the Contract Disputes Act, Federal common law and must be brought in the Board of Contract Appeals, Court of Claims, or other U.S. District Court.

15.5 Any dispute arising out of or relating to this Agreement or the breach thereof with Customers located outside the United States will be governed by the federal laws of the United States and the laws of the State of Delaware, USA, for all claims, without regard to or application of choice of laws, rules, or principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations, or conventions, provided however that Everfox may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. The provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods will in no way govern the rights and obligations of the parties specified herein.

15.6 Any person may give the other party written notice of any dispute not resolved in the normal course of business. After delivery of the notice, the receiving party will submit to the other a written response within 15 days. The notice and response will include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the initial notice, the executives of both parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and

will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. For Customers who are not the United States Government and are not a U.S. resident Customer, then if resolution of the dispute cannot be resolved after it is escalated between the parties within 45 days after delivery of the initial notice, the dispute must be finally resolved by binding arbitration in accordance with the International Chamber of Commerce International Court of Arbitration (“ICC”) rules of arbitration. Such arbitration will be heard by a single arbitrator chosen by mutual agreement of the parties and will apply the laws of Delaware, U.S.A. to all substantive matters. The costs of arbitration will be borne equally by the parties. The parties agree that (i) all proceedings will be conducted (including all documents presented in such proceedings) in English in Austin, Texas; (ii) the arbitrator may not award multiple or punitive damages; (iii) the ICC will have exclusive jurisdiction over all disputes arising from the Agreement; and (iv) the results of such arbitration are final and binding and enforceable by any court of competent jurisdiction. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. Customer hereby waives its sovereign immunity and consents to arbitration/litigation as set forth in this provision and agrees to be bound by the result of such arbitration/litigation.

15.7 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, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities.

15.8 These terms and conditions, including all incorporated materials and hyperlinked terms and policies, 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 in this Agreement. The terms “including” and “include” means “including without limitation” and “include without limitation”, respectively. Customer agrees that this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Everfox regarding future functionality or features. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Everfox at www.everfox.com. Everfox is not obligated under any other agreements unless they are in writing and signed by Everfox’s authorized representative. All pre-printed or standard terms of any Customer’s purchase order or other business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. The terms of the Solution Rider and the Everfox Federal Software Maintenance and Hardware Support Description are incorporated by reference into and governed by the terms and conditions of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement, the Solution Rider, the Everfox Federal Software Maintenance and Hardware Support Description, and the terms of the Order, the following descending order of precedence applies: (a) the Solution Rider, (b) this Agreement, (c) the Everfox Federal Software Maintenance and Hardware Support Description, and (d) the Order.

15.9 If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be interpreted so as reasonably to affect the intention of the parties.

Everfox Federal Cross-Domain Solution Rider

The terms of this Solution Rider are incorporated by reference into and governed by the terms and conditions of the Everfox Federal Cross Domain End-User License and Subscription Agreement, (the “Agreement”) when Subscriptions or Licenses to Software set forth in this Solutions Rider are purchased pursuant to an Order. Any capitalized terms used but undefined in this Solution Rider will have the meanings provided in the Agreement.

Cross Domain Terms

A. Deployment Types

Instance Deployment: Each Instance license is limited to use of the Software on one Server (i.e., an x86-based Server or client, a single Virtual Computer on a Server, or a Virtual Computer), which may not be transferred to a different Server unless approved in writing by Everfox.

Server Deployment: Software deployed on Servers, where Server based Software licensing is used, is subject to the following:

1. Each Software license is limited to use of the Software on one Server (with up to 2 CPUs per Server), 512Gigabytes of RAM, and connected to no more than two Networks, and which may not be transferred to a different Server or different Network unless approved in writing by Everfox.
2. If more than 2 CPUs or more than 512GB of RAM are in a Server, then Customer must purchase additional Software licenses assessed based on the number of additional CPUs and/or the amount of additional RAM in the server.
3. If the Server is connected to more than two Networks, then Customer must purchase additional Software licenses to accommodate the additional Networks to which it is connected. .

User Deployment: Each User license is limited to use of the Software by one User.

B. Deployment Environments

“Development” environment means use of the Software for internal application development, testing, and support purposes only, and not for use in a Production environment and the processing of live data.

“Evaluation” environment means a temporary License or Subscription use the Software for the sole purpose of evaluating the Software to facilitate Customer’s decision to purchase a license to the Software and may not be used for development or productive use.

“Production” environment means use of the Software for the processing of live data within the Customer’s operational environment solely under a valid authority to operate from a valid accrediting authority.

“Tactical” environment means use of the Software on a single Server within environmentally constrained conditions (e.g. sand, heat, humidity, shock and vibration) in support of tactical mobile deployments only (not for use in a data center environment).

Cross Domain Software Specific Terms

A. The following Software may only be used in a Server Deployment:

- a. High Speed Guard
- b. SimShield
- c. Small Format Guard
- d. Trusted Gateway System
- e. Trusted Mail System
- f. Trusted Print Delivery
- g. WebShield

B. Trusted Thin Client is comprised of two components, and may only be used in the following Deployment Types:

- a. Distribution Console: Server Deployment
 - b. TTC Client Software: Instance Deployment
- C. The following terms and conditions supplement or modify the Agreement solely with respect to a license or subscription to Everfox CrossView:

a. Definitions:

“**Device**” or “**Seat**” means each computer (whether physical or virtual), electronic appliance or device that is authorized to access or use the Software, directly or indirectly.

“**InnerView Application Data**” means data that is transmitted between the Everfox InnerView endpoint agent and the backend Everfox InnerView server.

- b. When High Speed Guard is purchased in connection with Everfox CrossView the Deployment Type for a Server Deployment is replaced with the following:

Server Deployment: Each Server license is limited to installation and use of the Software on a single Server (with up to 2 CPUs) connected to multiple Network interfaces. Additional Server licenses are required for additional CPUs on a single Server. A Server license may not be transferred from one Server or Network to another, unless approved in writing by Everfox.

- c. For Licenses or Subscriptions to High Speed Guard that are purchased in connection with Everfox CrossView, Section 2.1 of the Agreement is replaced with the following:

Subject to the provisions contained in this Agreement, the applicable terms and conditions of the Solution Rider, and timely payment of the applicable Fees, Everfox hereby grants Customer: (i) for the Subscription Term, a Subscription to the Software and Documentation (including any output of the Services Offerings) included in the Order subject to the Permitted Capacity identified in the Order, solely for the transport of InnerView Application Data for Customer’s internal business purposes; or if applicable (ii) for the License Term, a License to use the Software and Documentation (including any output of the Services Offerings) subject to the Permitted Capacity identified in the Order, solely for the transport of InnerView Application Data for Customer’s internal business purposes. Provided Customer pays the Maintenance Fees and Services Fees, Everfox will provide Customer with Maintenance and the Services Offerings respectively. Customer may make one copy of the Software for archival backup purposes only. Full and partial system saves of the Software are permitted for archival purposes, provided any restores are performed back onto the original Server from which the Software saves were taken. A restore may be performed on a different Server only if the Software has been permanently removed from the original Server and the new Server is an identical or lower tier Server for licensing purposes and such transfer is reported in writing to Everfox. Except as expressly set forth herein, Customer will not and may not permit any third party to copy the Products. Any source code provided to Customer by Everfox is subject to the terms of this Agreement. Everfox may make changes to the Products at any time without notice. Customer understands that its right to use the Products is limited by the Permitted Capacity purchased, and Customer’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 Customer has committed to for the Subscription Term and/or Maintenance Term. If Customer’s use exceeds the Permitted Capacity, Customer must purchase additional Permitted Capacity sufficient for the excess use.

Third-Party End-User License Terms and Conditions

A. **McAfee Anti-Virus SDK Virus Scanning.** The Software may integrate the McAfee Anti-Virus SDK Virus Scanning software library (“McAfee Software”) provided by McAfee Inc. (“McAfee”). The defined term “Software” includes McAfee Software and as such it is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:

1. Customer may not use or copy McAfee Software except as expressly provided herein, and except with McAfee’s prior written permission, may not publish any performance or benchmark tests or analysis relating to McAfee Software.

2. McAfee Software may include programs or code that are licensed under an Open Source Software (“OSS”) license model. OSS programs and code are subject to the terms, conditions and obligations of the applicable OSS license, and are SPECIFICALLY EXCLUDED FROM ANY WARRANTY AND SUPPORT OBLIGATIONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

3. Without prejudice to Customer’s payment obligations, Everfox may terminate Customer’s license to McAfee Software at any time by in the event Customer materially breaches the terms of this Agreement and Customer fails to cure such breach within thirty (30) days of receiving notice of such breach. Upon such termination Customer shall promptly de-install and return or destroy all copies of McAfee Software and related documentation.

4. Customer acknowledges and agrees that the virus scanning capability of the Software may contain functionality to detect and report threats and vulnerabilities on Customer’s computer network. Such functionality may collect information from Customer and automatically collect information about Customer’s system and the systems and networks they interact with (including without limitation information regarding network, licenses used, operating system types, versions, total scanners deployed, database size etc.) and submit such information to McAfee. Licensor shall not release any information collected regarding Customer’s systems and the systems and networks they interact with to any person or entity.

5. McAfee Software and any accompanying documentation, which have been developed at private expense and are made generally available to certain private (non-government) end user customers, are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable.

B. Red Hat Enterprise Linux. The Software may include Red Hat Enterprise Linux software (“Operating System”) provided by Red Hat, Inc. (“Red Hat”). The defined term “Software” includes Operating System and as such it is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:

1. Subject to the following terms, Customer is granted a perpetual, worldwide license to the Operating System (which may include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits Customer to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Subsection B.2., below. The license rights for the binary only firmware components are located with the components themselves. This Agreement pertains solely to the Operating System and does not limit Customer’s rights under, or grant Customer rights that supersede, the license terms of any particular component.

2. Title to the Operating System and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The “Red Hat” trademark and the “Shadowman” logo are registered trademarks of Red Hat in the U.S. and other countries. This Agreement does not permit Customer to distribute the Operating System or its components using Red Hat's trademarks, regardless of whether the copy has been modified. Customer may make a commercial redistribution of the Operating System only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) Customer removes and replaces all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Operating System. Customer should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Operating System.

3. The Operating System may be distributed with third party software programs that are not part of the Operating System. These third-party programs are not required to run the Operating System, are provided as a convenience to Customer, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Customer does not agree to abide by the applicable license terms for the third-party software programs, then Customer may not install them. If Customer wishes to install the third-party software programs on more than one system or transfer the third-party software programs to another party, then Customer must contact the licensor of the applicable third-party software programs.

Everfox Federal Software Maintenance and Hardware Support Description

The terms of this Software Maintenance and Hardware Support Description (“Maintenance Policy”) are incorporated into and governed by the terms and conditions of the Everfox Federal Cross Domain End-User License and Subscription Agreement (“Agreement”). Maintenance and Hardware Support is provided pursuant to the terms of this Maintenance Policy and the Agreement for: (i) Software, and (ii) for Hardware purchased from Everfox. Customers who have enrolled in Standard Maintenance may also enroll in 24/7 Maintenance and/or the License Replacement Service for their Software.

Subject to Customer paying the applicable Subscription Fees, Maintenance Fees and Hardware Support Fees for the Maintenance and Hardware Support offering(s) requested in an Order, the applicable Maintenance and Hardware Support will be provided in accordance with this Maintenance Policy for the applicable Software and Hardware product. For Hardware to be eligible for Hardware Support, Customer must also be enrolled in Maintenance.

Maintenance Offerings

1. Standard Maintenance

When this Maintenance option is enrolled in by Customer as part of an Order, Everfox will:

- Provide a reasonable level of e-mail and telephone support for the use of the Software in accordance with the Order and the Agreement¹
- Provide e-mail and telephone support during the hours of 8:00am and 5:00pm, Eastern Standard Time, Monday through Friday, excluding holidays recognized by Everfox
- Answer inquiries on installation and use, problem resolution, configuration, Software defects, or security parameters²

Maintenance and technical support provided by Everfox is designed to meet the following objectives:

- Provide an initial response within four business hours of the inquiry, with problem resolution to follow as promptly as is commercially reasonable.
- Provide a status update within a reasonable time frame if a problem reported by Customer remains unresolved.³
- Send patches or Software Updates to Customer’s Pre-Designated Support Contact.
- Provide periodic Software Updates as determined in Everfox’s sole discretion, which may incorporate a) corrections of any substantial defects, b) fixes of any minor bugs, c) corrections for security flaws, and d) enhancements to the Software.

The following items are not included:

- Maintenance or support for hardware, network infrastructure or equipment, or software other than the Software
- Custom programming services
- On-site support
- Training
- Provision or repair of hardware and related supplies
- Support of any programming changes made to the Software by Customer or any party other than Everfox
- Support requests where Customer has not complied with the Customer’s Obligations section of this Maintenance Policy

¹ "Reasonable levels" will be determined solely by Everfox. Maintenance and technical support do not include answering questions regarding implementation issues including design, architecture, installation, and configuration (“Implementation Assistance”). In the event that Customer requires Implementation Assistance, Customer must separately purchase professional services.

² Everfox will have no obligation to correct any bugs, defects, or errors in the Software, make any modifications or enhancements to the Software, maintain the Software, or otherwise provide any other type of support for the Software, except as expressly agreed in writing between Everfox and Customer.

³ Everfox will use reasonable efforts to resolve reproducible reported problems in a timely manner but does not guarantee resolution within any specific period of time or at all.

2. 24/7 Maintenance

When this 24/7 Maintenance option is enrolled in along with Standard Maintenance as part of an Order, the benefits of Standard Maintenance are included on a 24x7 basis. In addition to those benefits included in Standard Maintenance, Everfox will:

- Make a toll-free telephone available for Customer to call in support requests.
- Severity 1 issues will include priority escalation to one of Everfox's software engineers who is knowledgeable about the Software.

3. License Replacement Service

When this License Replacement Service option is enrolled in along with Standard Maintenance as part of an Order, the following additional terms will apply:

- If a hardware unit (such as a server, single user computer, single workstation, client of a multi-user computer, or local area network) on which the Software is licensed for use becomes inoperative, Everfox will make available to Customer a temporary replacement license allowing Customer to install and use the Software on a new comparable hardware unit operated by Customer, within the scope and on the terms of the applicable Agreement for the Software.⁴
- A toll-free telephone will be made available for Customer to call in (24x7) License Replacement Service requests.

Customer will:

- Provide Everfox all necessary information about the hardware unit on which the Software will be installed as required so that Everfox may generate the replacement license.
- Cease running the Software on the previous hardware unit, and shall uninstall the Software from the previous hardware unit as soon as reasonably practicable after the transfer of the Software.

Everfox may terminate Customer's enrollment in License Replacement Service at any time upon written notice to Customer if Everfox in good faith believes that Customer is using the Software or any other Software beyond the scope of the applicable license or otherwise in breach of the Agreement.

Hardware Support

Hardware Support is available during Everfox business hours as defined below to Customers with current Maintenance for Software running on the Hardware, and for which Hardware Support has been purchased as a part of the Order. Hardware Support provides an additional layer of support on top of the original equipment manufacturer (OEM) support provided by the OEM, and includes:

- A single point of contact available via telephone and email, to troubleshoot the support case with Customer personnel to determine whether the issue relates to the Software, Hardware, or both. Software issues will be handled in accordance with Maintenance described above. Hardware issues will be further analyzed to determine the source of the problem (e.g. a Everfox add-on component or OEM support matter).
- For Hardware add-on components supplied by Everfox with the Hardware such as network adaptors, switches, or serial console servers⁵, Everfox will send a replacement part next business day⁶ through a national or regional commercial shipping company.
- For Hardware customer replacement parts issues, Everfox will initiate the support call with the OEM vendor and will facilitate shipment of replacement parts.⁷

⁴ After providing the temporary license, a permanent replacement license will be provided through Everfox's software fulfillment organization to replace the temporary license through Everfox's standard provisioning process.

⁵ These items may or may not be provided by the OEM, and if not will be provided by Everfox.

⁶ Subject to parts availability. If parts are not available, Everfox will use reasonable efforts to notify Customer of the status and timing of shipment. Customer is responsible for replacing all customer replacement parts.

⁷ Customer is responsible for replacing all customer replacement parts.

- For Hardware issues requiring a technician be dispatched to Customer's site that does not require a clearance, Everfox will work with Customer and the OEM vendor to schedule a technician. For Hardware issues requiring a cleared technician be dispatched to Customer's site, Customer must work directly with the OEM vendor for this level of service and to schedule a visit from a technician with the required security clearances.⁸
- Everfox will track the status of open OEM repairs and will escalate unresolved cases on behalf of Customer with the OEM vendor.

Everfox's obligation to provide Hardware Support is limited to: (1) Hardware that has not been altered or modified by anyone other than Everfox authorized personnel or its licensors; (2) a release for which technical support is provided; (3) Customer's use of the Hardware in accordance with the Documentation; and (4) errors and malfunctions caused by systems or programs supplied by Everfox. Hardware Support does not cover: (a) software, including the operating system and software added to the Hardware, or the reloading of software; (b) non-Everfox provided products and accessories; (c) problems to the extent they result from (i) external causes such as accident, abuse, misuse, or problems with electrical power, (ii) servicing not authorized by Everfox, (iii) usage that is not in accordance with Hardware instructions, (iv) failure to follow the Hardware instructions or failure to perform preventive maintenance, (v) problems caused by using accessories, parts, or components not supplied or directed by Everfox; (d) normal wear and tear; and (e) Hardware with missing or altered service tags or serial numbers.

When Hardware Support is purchased, the OEM hardware support programs supplied through the OEM suppliers includes: (i) pass-through of the OEM's standard warranty, (ii) hard drive media retention, (iii) retention of other system components containing non-volatile memory, and (iv) U.S. based support. Additional details about the preceding OEM offerings may be found at:

- Dell and EMC hardware: <Http://www.dell.com/learn/us/en/uscorp1/service-contracts-support-services>
- HP hardware: <https://www.hpe.com/us/en/about/end-user-agreement-terms.html>
- IBM hardware: <https://www-05.ibm.com/support/operations/us/en/documents.html>

Customer Obligations

In order to efficiently address problems, it is important that there be clear and effective communications between Customer and Everfox. The process also necessitates that Customer at least contribute to the resolution as follows:

- Customer will need to provide Everfox's technical support team with the following information to initiate the process outlined in this document:
 - Customer name (or the Hardware serial number or tag number)
 - License Key information, if applicable
 - Software version installed
 - Technical and site POC contact information including: name, telephone number and email address (if available)
 - Serial number (yellow tag) of the system experiencing an issue
 - Shipping address for where the Hardware is located
 - Preliminary assessment of the scope and severity of the problem
 - Additional details as requested by Everfox needed to resolve the issue
- Customer may be required to install all Software Updates, including any enhancements for the Software in accordance with the instructions and in order of receipt from Everfox.
- Customer must provide Everfox any data that the Everfox reasonably requests in order to reproduce operating conditions similar to those present when an Error occurred.
- Customer must establish and maintain its own internal help desk to provide Level 1 support to Customer's authorized users of the Software. Level 1 support shall consist of answering end user questions as to use, installation, and basic troubleshooting of the Software, verifying proper hardware and software setup, guiding deinstallation and reinstallation of the Software and other software as applicable, and other basic troubleshooting and problem correction processes.

⁸ Cleared Onsite support can only be offered in areas where the OEM has technicians available with the appropriate security clearances. Customer must work with the OEM to verify availability of cleared OEM technicians and establish all prerequisites to onsite access, including but without limitation to the provision of a DD-254 and information on all relevant security clearances. If an OEM does not have technicians with the appropriate clearances Customer must be willing to sponsor the OEM technician(s) through the clearance process for the Customer's program.

- Customer’s help desk must be staffed by one or more software engineers who are reasonably knowledgeable with respect to the Software.
- Customer will provide Everfox, and update from time-to-time as desired, a list of “Pre-Designated Support Contacts”, defined as authorized users who are knowledgeable about the Software and are designated to make support inquiries to Everfox.⁹¹⁰
- If requested by Customer, Everfox may in its sole discretion, provide a temporary software evaluation license key to be used in a lab environment solely for pre-production update testing by Customer. The evaluation license will terminate the sooner of 90 days or the date when the Software Update is installed into production. The Customer must remove the evaluation Software from the lab environment upon termination of the evaluation period.
- Hardware issues requiring a technician be dispatched to Customer’s site, Customer must keep a current record with Everfox of the zip code on record for the physical location of the hardware. Failure to keep current the business location on record will result in service interruption until Everfox and its OEM receive and process the information for the updated location.
 - Customer must notify Everfox of Hardware transferred to alternate locations, 10 days prior to the transfer, within or outside the country of purchase to ensure response time coverage and country registration.
 - Updates to a physical location must be completed prior to dispatching of authorized technicians
 - Customer or Customer’s authorized representative must be available when the service technical arrives, or the service technician will not be able to service the Hardware.
 - Missed service calls due to Customer’s unavailability may result in additional charges for the follow-up service call.
- Hardware support can only be provided for Hardware that has not been damaged because of external forces or conditions such as accident, abuse, misuse, unstable environment or power sources, or acts of God. Hardware support will not 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 Everfox OEM vendor.
 - Maintenance has expired.

Warranty and Limitations

Everfox will perform the Maintenance and Hardware Support in a professional and workmanlike manner consistent with this Maintenance Policy. Customer’s sole remedy for a breach of this warranty is to terminate Maintenance and/or Hardware Support and receive a refund of the unused pre-paid Maintenance Fees and/or Hardware Support Fees paid for the affected Software or Hardware respectively. THE WARRANTIES SET FORTH IN THIS MAINTENANCE POLICY ARE IN LIEU OF, AND FORCEPOINT EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY 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 SOFTWARE AND SERVICES PROVIDED UNDER THIS MAINTENANCE POLICY. IN NO EVENT WILL FORCEPOINT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SPEICAL DAMAGES OR LOSSES ARISING UNDER THIS MAINTENANCE POLICY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGE OR LOSS. FORCEPOINT’S LIABILITY UNDER THIS MAINTENANCE POLICY IS LIMITED TO DIRECT DAMAGES AND ITS AGGREGATE LIABILITY WILL NOT EXCEED THE MAINTENANCE FEES PAID FOR MAINTENANCE DURNIG THE THEN CURRENT MAINTENANCE TERM.

Lapsed Maintenance and Maintenance Reinstatement

Everfox has no obligation to provide Maintenance or Hardware Support to Customer if Customer allows its Maintenance to expire. If Customer allows the Maintenance to lapse, its continued use of the Software is subject to Customer’s

⁹ The number of Pre-Designated Support Contacts shall be determined by Everfox before or shortly after the commencement of the Maintenance Term.

¹⁰ Everfox will not be required to respond to inquiries from persons who are not Pre-Designated Support Contacts nor to inquiries from Pre-Designated Support Contacts who have not yet gone through the Level 1 support process with Customer’s help desk.

compliance with the Agreement, however Customer will not be entitled to receive the Maintenance as outlined in this Maintenance Policy.¹¹

Termination

Everfox will have the right to terminate Maintenance: a) upon termination of the Agreement by either party (for any reason), and b) if Customer or its employees or agents violate any provision of this Maintenance Policy or the Agreement, and Customer fails to cure such violation within 15 days after receipt of written notice from Everfox.

Everfox reserves the right to cease provision of Maintenance and technical support services outlined in this Maintenance Policy at any time and Customer agrees that in such event Everfox's liability will be limited to refund of a prorated portion of Maintenance Fees paid equal to the remaining months then-current Maintenance Term for the Maintenance purchased.

Contacting Support

To obtain support, please contact Everfox Monday thru Friday (Excluding Everfox holidays), between 8:00am and 5:00pm Eastern Time.

Phone: 1-844-642-2748

email: FCSS@forcepointgov.com

Definitions

Any capitalized terms used but not otherwise defined in this Maintenance Policy have the same meaning given them in the Agreement. The following definitions apply to the defined terms used in this Maintenance Policy:

“Hardware” or “Unit” means a single instance of computer hardware supp, described in the Order.

“Hardware Support” means those support services and activities described in the Hardware Support section of this Maintenance Policy.

“Hardware Support Fees” means the agreed upon fees for the Hardware Support in an Order.

¹¹ If Customer later decides to reinstate technical support for the Software, Customer must pay the Maintenance Fees for the term in which Customer makes that election, and for the lapsed period (up to 12 months) for which Customer has not paid.