END-USER LICENSE AGREEMENT FOR GOVERNMENT LICENSEES

<u>ACQUIRING ENTITY</u>
"YOU" OR "LICENSEE" MEANS THE ENTITY OR INDIVIDUAL ACQUIRING A LICENSE IN THE SOFTWARE THAT ACCOMPANIES THIS AGREEMENT.

<u>NOTICE TO RESELLERS, DISTRIBUTORS, PRIME CONTRACTORS, INTEGRATORS AND NON-END USERS.</u>
THE SOFTWARE AND LICENSE IS NOT TRANSFERABLE. IF YOU ARE NOT THE END USER, PLEASE CONTACT FORCEPOINT FOR A TRANSFERABLE LICENSE.

<u>NOTICE TO GOVERNMENT EMPLOYEES</u>
IF YOU ARE PURCHASING LICENSES FROM FORCEPOINT'S GSA SCHEDULE, YOUR PURCHASE ORDER MUST REFERENCE FORCEPOINT'S GSA SCHEDULE #GS-35F-650GA. 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

For the purposes of this Agreement, the following are defined terms:

1.1 "Agreement" means this End User License Agreement.

1.2 "Documentation" means the owner's manuals, user's manuals, installation instructions operating instructions and other similar items, regardless of storage medium, that explain the capabilities of the Software or provide instructions for using the Software.

1.3 "Forcepoint" means the Forcepoint entity that is specified in Exhibit A, which is attached hereto and incorporated herein by reference.

1.4 "GSA Schedule" means GSA SCHEDULE # GS-35F-650GA.

1.5 "Licensee" has the meaning set forth in the preamble of this Agreement; or in the case of Software licensed to the U.S. Government under the GSA Schedule, "Licensee" means the entity authorized to order under GSA Schedule contracts as defined GSA Order ADM4800.2G, as may be revised from time to time.

1.6 "License Term" means the period set forth in Section 9 of this Agreement.

1.7 "Order" means the applicable quotation, schedule or other document accepted in writing by Forcepoint in connection with a particular transaction.

1.8 "Software" means the object code version of the software identified in the Order. Software includes Updates (provided that Licensee had paid the applicable maintenance fees) unless otherwise indicated.

1.9 "System" refers to the number and type of physical or virtual computers owned, leased or otherwise controlled by Licensee on which the Software may be installed or otherwise used on as specified in the applicable Order. For the purposes hereof "virtual computer" means a software container that can run its own operating system and execute applications like a physical machine.

1.10 "Update(s)" means any corrections of substantial defects, fixes of any minor bugs, corrections for security flaws and enhancements relating to the Software issued to Licensee by Forcepoint as part of maintenance (provided that Licensee has paid the applicable maintenance fees).

2. License Grant

2.1 Subject to the terms and conditions herein and the limitations associated with the license model identified in the Order (as described in Exhibit A) conditioned upon Licensee's payment of the applicable license fees, Forcepoint grants Licensee a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Software on the System during the License Term solely for Licensee's own internal business purposes. In addition and subject to the terms and conditions herein, Forcepoint grants Licensee a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Documentation in connection with the Software.

2.2 By virtue of this Agreement, Licensee acquires only the non-exclusive right to use the Software and Documentation as provided in section 2.1 and does not acquire any rights of ownership (i) in the Software, (ii) any Documentation provided therewith or (iii) the media upon which they are embodied. Forcepoint and/or its licensors are and shall remain the owners of all right, title, and interest in the Software and Documentation, including but not limited to copyright, patent, trade secret, trademark, invention and other intellectual property rights. Except for the license rights expressly granted herein, this Agreement grants no additional express or implied license, rights or interest in the Software or Documentation or in any copyright, patent, trade secret, trademark, invention or other intellectual property right of Forcepoint, its affiliates or their licensors. Licensee may not remove, alter or obscure any instances of the Forcepoint logo, service mark or trademark, copyright notices or any other markings on the Software, its media or, if provided by Forcepoint, a System on which the Software is installed. Forcepoint reserves for itself and its licensors all rights not expressly granted to Licensee in this Agreement, including title to the Software and Documentation.

2.3 If Licensee is purchasing licenses of the Software under the GSA Schedule, the payment terms are as set forth in the GSA Schedule. Licensee agrees to pay the applicable fees as set forth in the Order subject to all applicable Federal laws and regulations.

3. License Restrictions

3.1 Licensee's use of the Software and Documentation shall be in accordance with the provisions of and limitations set forth in this Agreement, including Exhibit A, and the additional terms, if any, set forth in any (i) additional agreement executed by Forcepoint and Licensee in connection with this Agreement which specifically states the terms thereof shall be in addition to or in lieu of any of the terms set forth herein, (ii) Order executed by Licensee, or (iii) Forcepoint invoice.

3.2 Additional restrictions, if any, are set forth in Exhibit A.

3.3 The Software and Documentation are copyrighted and proprietary products of Forcepoint or its licensors. In addition to copyrights, the Software and Documentation may be protected by

patents, trade secrets and trademarks. Licensee 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 that any restores are performed back onto the original System from which the Software saves were taken. A restore may be performed on a different System only if the Software has been permanently removed from the original System and the new system is the an identical or lower tier System for licensing purposes and such transfer is reported in writing to Forcepoint. All other copying of the Software is expressly forbidden. No copies may be made of the Documentation.

3.4 Licensee may not sublicense, sell, rent, lease, assign, pledge, give, lend, distribute, disclose, or in any way transfer to a third party the Software, Documentation, or copies thereof or otherwise allow the Software and Documentation to be accessed, used or possessed by a third party. Licensee shall have no right to use the Software to provide any services to any third party, including but not limited to time sharing or facility management services or to act as or operate a service bureau or provide information, data processing, subscription or hosting services to a third party, or other agency, facility or site.

3.5 The component parts of the Software are licensed solely for use with the Software and may not be separated out or used for any other purpose.

3.6 Licensee may not use the Software for the purposes of development, testing, support, marketing or any other function or feature of a software product that is directly or indirectly competitive with the Software. Any such action will be considered a material breach of this Agreement Forcepoint shall be entitled to pursue any and all other rights and remedies available at law for such breach.

3.7 Licensee shall not directly or indirectly attempt to: (1) modify, enhance, alter, or prepare derivative works based on the Software and Documentation; (2) decompile, disassemble, decode, unlock, attempt to discover the source code of, or otherwise reverse engineer the Software or any shell scripts, configuration files, or other components thereof; (3) assist, enable, or permit others to do the foregoing; (4) defeat any copy protection mechanism; or (5) re-brand, make generic or in any way use or incorporate the Software into another product or represent the Software as Licensee's without the express written permission of Forcepoint.

3.8 The Software, Documentation and media are licensed, not sold and Licensee has no right to resell any reproduction of the Software or Documentation made under this Agreement.

4. Limited Warranty

4.1 Forcepoint warrants that the original media containing the Software is free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of initial shipment. As the sole and exclusive remedy for defective media, Forcepoint will replace it free of charge if claimed during the 90-day warranty period.

4.2 EXCEPT FOR THE LIMITED MEDIA WARRANTY STATED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND FORCEPOINT AND ITS LICENSORS DISCLAIM ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE SOFTWARE AND ANY DATA OR OTHER MATERIAL FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. FORCEPOINT DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS AND DOES NOT GUARANTEE THAT OPERATION OF THE SOFTWARE WILL BE SECURE, UNINTERRUPTED, ERROR FREE OR VIRUS-FREE.

4.3 The limited warranty specified in this Section 4 sets forth Forcepoint's entire liability and Licensee's exclusive remedy for breach of warranty. Such limited warranty is provided solely by Forcepoint and not its licensors. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

5. Reserved

6. Confidentiality

Licensee acknowledges that the Software and the Documentation and any other materials provided with or related to the Software (collectively, the "Proprietary Information"), are the valuable proprietary and trade secret information of Forcepoint and/or it licensors. Licensee shall (i) limit use and disclosure of the Proprietary Information to its employees and its consultants who are authorized pursuant to this Agreement to use the Software and Licensee shall ensure that such employees and consultants shall abide by the terms and conditions of this Agreement; (ii) not provide or disclose any of the Proprietary Information to another party; and (iii) treat the Proprietary Information with the same degree of care as is used with respect to Licensee's information, but no less than reasonable care, to avoid disclosure to any third party. The foregoing obligations shall be in addition to any obligations set forth in any separate confidentiality agreement between Forcepoint and Licensee. Benchmark results or other software performance or availability metrics for the Software may not be disclosed or published without the prior written consent of Forcepoint.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF FORCEPOINT, IF ANY, FOR DIRECT DAMAGES RELATING TO THE SOFTWARE ARE LIMITED TO THE ACTUAL AMOUNTS PAID TO FORCEPOINT FOR SUCH SOFTWARE. FORCEPOINT'S LICENSORS AND SUPPLIERS HAVE NO LIABILITY TO LICENSEE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL) SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING THE SOFTWARE, OR ANY PORTION OF THE SOFTWARE. IN NO EVENT IS FORCEPOINT LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY SECTION OR PROVISION OF THIS AGREEMENT, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF FORCEPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION ANY DAMAGES FROM LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE OF SOFTWARE, COST OF RECREATING DATA, COST OF CAPITAL, COST OF ANY SUBSTITUTE SOFTWARE OR LOSSES CAUSED BY DELAY. LICENSEE ACKNOWLEDGES AND AGREES THAT FORCEPOINT HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair or prejudice the U.S. Government's right to express remedies provided in the GSA Schedule (e.g., clause 552.238-75 – Price Reductions, clause 52-212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

8. Software Asset Management; Audit Rights

Licensee shall maintain books and records that include at a minimum the number of licenses purchased and being used by Licensee. Upon Forcepoint's request, Licensee shall provide Forcepoint with a report signed by the authorized contracting officer that certifies the number and locations of servers, thin client devices, workstations, etc. (as applicable) on which the Software is installed and the number of CPU's and network enclave connections on each such server. To the extent that Licensee is not in compliance with the terms of this Agreement, Forcepoint may submit a claim to Licensee's Contracting Officer for any licensee fees or other amounts specified in the GSA Schedule owed to Forcepoint.

9. Term and Termination

9.1 The License Term for the Software will begin on the date of electronic delivery or shipment of the Software to Licensee. The License Term will continue for the period indicated in Exhibit A or on the applicable Order, unless sooner terminated as provided in this Agreement or the GSA Schedule in the case of purchases made thereunder. Most Forcepoint products have either annual or perpetual License Terms.

9.2 For Software licensed on an annual or term basis the following provision shall apply: at the expiration of the License Term, Licensee's right to use the Software shall end. Licensee must purchase a new license from Forcepoint for each subsequent term.

9.3 Should Licensee breach a material term of this Agreement Forcepoint may submit a claim to Licensee's Contracting Officer.

9.4 This Agreement is personal to Licensee and Licensee may not transfer, assign or otherwise convey, novate or encumber this Agreement or the Software, in whole or in part, by operation of law, merger or otherwise, to a third party, including any parent, subsidiary or affiliated entity without Forcepoint's prior written consent which may be withheld at Forcepoint's sole discretion.

10. Miscellaneous

10.1 If Forcepoint offers maintenance for the Software and if Licensee orders and pays in full for such maintenance, such maintenance shall be provided in accordance with Forcepoint's then current and applicable maintenance policies or in the case of a purchase under the GSA Schedule, such maintenance shall be provided in accordance with the GSA Schedule.

10.2 Except as otherwise expressly provided herein, this Agreement and all matters arising out of it or related to it are governed by the laws of Delaware, without regard to its choice of law 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. The parties agree that the exclusive forum and venue for any dispute arising out of or related to this Agreement shall be in the State and Federal Courts located in Austin, Texas and the parties consent to personal jurisdiction in such courts. Notwithstanding anything to the contrary in the foregoing, if Licensee is the United States Government, all disputes are governed by the Contract Disputes Act, Federal common law and shall be brought in the Board of Contract Appeals, Court of Claims or other U.S. District Court.

10.3 If any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision and allows the parties the intended benefit of their bargain. The balance of this Agreement shall remain valid and unchanged and in full force and effect.

10.4 The Software is subject to export restrictions as set forth in Exhibit A. The parties at all times are independent contractors and nothing in this Agreement may be construed to create a joint venture or agency relationship between the parties.

10.5 Notices are effective upon receipt if sent by U.S. Mail, return receipt or express courier, Attn: Contracts Department, to the address set forth above, and if no address is set forth above, the address on the applicable sales transaction document shall be used. In addition, a copy may be sent via electronic mail.

10.6 This Agreement, including any exhibits, and the applicable Order, constitutes the entire agreement between Forcepoint and Licensee with respect to the Software and Documentation and supersedes and replaces all other agreements, representations, proposals, discussions, and other communications, whether oral or in writing. To the extent there are any terms and conditions in Licensee's purchase order or other documentation supplied by Licensee such terms and conditions shall be deemed to be stricken and the terms and conditions of this Agreement shall govern except as expressly agreed to in writing signed by authorized representatives of by the parties. The terms of this Agreement may only be amended, waived, or supplemented by a later writing signed by authorized representatives of the parties. The foregoing does not apply to GSA Schedule purchases.

10.7 The Software (including any Updates thereto) is "commercial computer software" and the Documentation is "computer software documentation" as defined in the FAR and DFARS. The Software and Documentation are provided to agencies of the U.S. Government (either directly or through other prime or subcontractors) exclusively subject to the terms of this license agreement as provided in DFARS 227.7202 (for Department of Defense (DoD) acquisitions) and FAR 12.212 (for non-DoD acquisitions).

10.8. Licensee agrees that the Software and Documentation are proprietary to Forcepoint and that both are exempt from any public disclosure statute or regulation, including without limitation the Freedom of Information Act requirements. Such information will only be released as required by federal law or court order after notice to Forcepoint.

10.9 Exhibits incorporated by reference:

Exhibit A: Effective for all Licensees – Additional terms, restrictions and license models

Exhibit A to End-User License Agreement

Any defined terms used in this Exhibit A but not defined herein shall have their respective meanings as set forth in the End-User License Agreement.

1. **Forcepoint Entity:** Forcepoint Federal LLC ("Forcepoint") which is located at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170.

2. **EXPORT CLASSIFICATION AND JURISDICTION:** The export control jurisdiction and classification information provided in this Agreement is accurate to the best of Forcepoint's knowledge and belief as of the date of execution of this Agreement. Export control jurisdiction and classification is subject to change due to regulatory and other changes. Forcepoint is under no obligation pursuant to this Agreement to provide ongoing revisions or updates to the jurisdiction and classification information stated in this Agreement.

3. **CROSS DOMAIN PRODUCTS:** The following terms shall apply to licenses of the following Software products: High Speed Guard ("HSG"), SimShield, Small Format Guard ("SFG"), Trusted Gateway System ("TGS"), Trusted Mail System ("TMS"), Trusted Print Delivery ("TPD"), Trusted Thin Client ("TTC") and WebShield (collectively "Cross Domain Products").

   3.1 <u>Definitions for Cross Domain Products</u>: For the purposes of this Section 3 of Exhibit A, the following are defined terms:

   "Network" means a physical network or Virtual Network.

   "Server" means a server whether a physical server or a single Virtual Machine.

   "Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine.

   "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.

   3.2 <u>License Models for Cross Domain Products</u>:

   3.2.1 The license model for the Software licensed is set forth in the Order. The description of each license model is set forth below.

   <u>Development License</u>: A Development License limits Licensee's use of the Software to internal application development, testing and support purposes only, and may not be used for productive use. Licensee shall be further limited to the terms of the appropriate license model for the Software set forth below.

   <u>Evaluation License</u>: An Evaluation License grants Licensee a temporary right to install and use the Software for the sole purpose of testing and evaluating the Software with respect to its effectiveness and suitability for Licensee's internal business activities, and may not be used for development or productive use. Licensee shall be further limited to the terms of the appropriate license model for the Software set forth below. Unless otherwise specified in the Order, the term of the Evaluation License is limited to thirty (30) days from delivery of the Software. Licensee acknowledges and agrees that the evaluation period/term may not be extended by uninstalling and re-installing the Software or by any other means other than Forcepoint's written consent.

   <u>Instance License</u>: An Instance License grants Licensee the right to install and use the Software on a single device (i.e., an x86-based server or client, a single virtual machine on a server or a virtual machine on a hardened and streamlined Linux OS (e.g., USB memory stick, SD card, laptop)) owned, operated, or controlled by Licensee. A separate Instance License must be obtained from Forcepoint for every device. An Instance License may not be transferred from one device to another, unless approved in writing by Forcepoint.

   <u>Server License</u>: A Server License grants Licensee the right to install and use the Software on a single Server (with up to 2 CPUs) connected to no more than two Networks. Additional Server Licenses are required for additional CPUs on a single Server in excess of two or additional Network connections (i.e., more than 2 Networks). A Server License may not be transferred from one Server or Network to another, unless approved in writing by Forcepoint.

   3.2.2 Each Cross Domain Product is licensed as follows:

   <u>High Speed Guard</u>: High Speed Guard is licensed on a Server License basis and, unless otherwise specified in the Order, the license is perpetual. Each High Speed Guard Plug In is licensed on a Server License basis and unless otherwise specified in the Order such license is an annually renewable license.

   <u>SimShield</u>: SimShield is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual.

   <u>Small Format Guard</u>: Small Format Guard is licensed on a Server License basis and, unless otherwise specified in the Order, the license is perpetual.

Trusted Gateway System: Trusted Gateway System is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual.

Trusted Mail System: Trusted Mail System is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual.

Trusted Print Delivery: Trusted Print Delivery is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual.

Trusted Thin Client: A license for Trusted Thin Client is comprised of two components, a distribution console ("DC") and the TTC client software. The DC is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual. The TTC client software is licensed on an Instance License basis and unless otherwise specified in the Order such license is an annually renewable license.

WebShield: WebShield is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual.

3.3 Additional Terms for Cross Domain Products:

3.3.1 Certification and Accreditation:

3.3.1.1 The following applies to HSG: ALTHOUGH THE SOFTWARE MAY HAVE BEEN CERTIFICATION TESTED AND ACCREDITED BY THE DEFENSE INTELLIGENCE AGENCY (DIA) OR OTHER DESIGNATED ACCREDITING AUTHORITY (DAA), AND MAY HAVE COMPLETED A SYSTEM SECURITY PROFILE BY THE NATIONAL SECURITY AGENCY (NSA), FORCEPOINT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SECURITY PROTECTIONS AFFORDED BY THE RELEVANT SOFTWARE VERSION. IT IS THE LICENSEE'S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) OR DAA.

3.3.1.2 The following applies to SimShield, TGS, TTC and Webshield: ALTHOUGH THE SOFTWARE MAY HAVE BEEN CERTIFICATION TESTED AND ACCREDITED BY THE DEFENSE INTELLIGENCE AGENCY (DIA) OR OTHER DESIGNATED ACCREDITING AUTHORITY (DAA), AND MAY HAVE COMPLETED A SYSTEM SECURITY PROFILE BY THE NATIONAL SECURITY AGENCY (NSA), FORCEPOINT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SECURITY PROTECTIONS AFFORDED BY THE SOFTWARE. IT IS LICENSEE'S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) AND/OR DAA.

3.3.1.3 The following applies to SFG, TMS and TPD: FORCEPOINT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SECURITY PROTECTIONS AFFORDED BY THE RELEVANT SOFTWARE VERSION. IT IS THE LICENSEE'S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) OR DESIGNATED ACCREDITING AGENCY (DAA).

3.3.2. Export Restrictions for Cross Domain Products: HSG, SFG, SimShield, TGS, TMS, TPD, TTC and WebShield are subject to export controls under the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§120-130. Export, re-export, or transfer of the Software, 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 Software 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 Licensee) or foreign country unless previously authorized by Forcepoint, the U.S. Department of State and/or other governmental agencies, as appropriate. Licensee 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 Software 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. Forcepoint shall have no obligation to obtain licenses or satisfy such requirements. Licensee acknowledges and accepts that any support requested by it from Forcepoint or any affiliate thereof relating to this Software may be subject to export licensing requirements, and that a license may or may not be granted for such support.

High Speed Guard is currently limited for export to Five Eye countries only (i.e., Australia, Canada, New Zealand, United Kingdom and United States).

3.3.3 Additional Terms for HSG:

3.3.3.1. The following language is in addition to Section 10.7 of the Agreement: A portion of the Software may have been created with United States Government funding.

3.3.3.2 <u>Third Party Software for HSG</u>:

A. <u>Definitions.</u>

"Bundled Software" means the Software and the McAfee Software.

"Software" mean Forcepoint High Speed Guard.

"McAfee" means McAfee Inc., a Delaware corporation, with offices located at 2128 Mission College Blvd., Santa Clara, California 95054, USA

"McAfee Software" means McAfee Command Line and SDK Virus Scanner software.

"Operating System" means the Red Hat Enterprise Linux software.

"Red Hat" means Red Hat, Inc.

B. McAfee and Red Hat are intended third party beneficiaries of this Agreement as applicable. Forcepoint is licensed by McAfee and Red Hat to bundle and distribute to end users the McAfee Software and Operating System with the Software.

C. All the references in Sections 2, 3, 6, 7 and 9 of the Agreement to "Software" are hereby deemed to be "Bundled Software."

D. All the references in Sections 4, 8 and 10 of the Agreement to "Software" are hereby deemed to be "Bundled Software and Operating System."

E. <u>Terms Applicable to the Operating System</u>. The following terms and conditions shall apply to the Operating System:

(i) <u>License Grant</u>. Subject to the following terms, Licensee 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 attached hereto as Attachment 1. The license agreement for each software component is located in the software component's source code and permits Licensee 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 Section 3.3.3.2 E(ii) 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 Licensee's rights under, or grant Licensee rights that supersede, the license terms of any particular component.

(ii) <u>Intellectual Property Rights</u>. 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 you to distribute the Operating System or its components using Red Hat's trademarks, regardless of whether the copy has been modified. Licensee 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) Licensee removes and replaces all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Operating System. Licensee should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Operating System.

F. <u>Export Laws:</u> The Third Party Software may be controlled under the export laws and regulations of the United States. It is the obligation of the Licensee to abide by all applicable export restrictions and license requirements.

G. <u>Terms applicable to the McAfee Software</u>. Notwithstanding anything to the contrary in this Agreement above, the following terms and conditions shall apply to the McAfee Software:

Licensee may not use or copy the 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 the McAfee Software.

<u>"Free" or "Open Source" Software</u>. The McAfee Software may include programs or code that are licensed under an Open Source Software ("OSS") license model. OSS programs and code are SPECIFICALLY EXCLUDED FROM ANY WARRANTY AND SUPPORT OBLIGATIONS

DESCRIBED ELSEWHERE IN THIS AGREEMENT.

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

Licensee acknowledges and agrees that the virus scanning capability of the Bundled Software may contain functionality to detect and report threats and vulnerabilities on Licensee's computer network. Such functionality may collect information from Licensee and automatically collect information about Licensee'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 Licensee's systems and the systems and networks they interact with to any person or entity.

The 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.

3.3.4   Additional Terms for SFG:

3.3.4.1. The following language is in addition to Section 10.7 of the Agreement: A portion of the Software may have been created with United States Government funding.

3.3.4.2   Third Party Software for SFG:

A.   Definitions.

"Software" means Small Format Guard.

"Operating System" means the Red Hat Enterprise Linux software.

"Red Hat" means Red Hat, Inc.

B.   Red Hat is an intended third party beneficiary of this Agreement as applicable. Forcepoint is licensed by Red Hat to distribute to end users the Operating System with the Software.

C.   All the references in Sections 4, 8 and 10 of the Agreement to "Software" are hereby deemed to be "Software and Operating System."

D.   Terms Applicable to the Operating System. The following terms and conditions shall apply to the Operating System:

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"**Application Template**" means a framework that accelerates solution specific definitions and subsequent user access to information, including but not limited to creation of custom interfaces, unique workflows, and personalized reports.

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