

**EVERFOX
ENTERPRISE SOLUTIONS
END-USER PRODUCT SUBSCRIPTION
AND LICENSE AGREEMENT**

THE PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT CUSTOMER AGREES TO THE TERMS AND CONDITIONS IN THIS ENTERPRISE SOLUTIONS END-USER PRODUCT SUBSCRIPTION AND LICENSE AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN CUSTOMER (DEFINED BELOW) AND EVERFOX (DEFINED BELOW). 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 EVERFOX.

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.

“**Cloud Services**” means one or more of Everfox’s cloud-based service offerings that have been included in an Order, including their associated components, content, updates, and upgrades thereto (but excludes products for which Everfox generally charges a separate fee), if any, and any reports generated as a result of use that are made available to Customer.

“**Concurrent User**” means the total number of Users simultaneously using the Software at any given time.

“**Core**” means a single physical computational unit of the single physical chip that houses at least one physical computational unit that can execute computer programs.

“**Customer**” means the individual, company, Affiliate, or other legal entity that has placed an Order (e.g., as a Subscriber or Licensee) 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.

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

“**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.

“**Everfox**” means, as the context requires: (i) Everfox LLC, with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170; or (ii) a corporation or entity controlling, controlled by or under the common control of Everfox with whom an Order has been placed referencing this Agreement.

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

“**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 Products 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 5, including if and when available: (i) Error corrections or workarounds so that the Software operates in substantial conformance with the Documentation, (ii) the provision of Software Updates, if any, and (iii) access Cloud Services (when set forth in the Order), 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 License Term.

“Network” means a communication path through a network interface controller, using a physical or virtual infrastructure that interconnects a set of endpoints or devices for the purpose of exchanging data.

“Node” means any kind of computer, electronic appliance, or device capable of processing data, including diskless workstations, personal computer workstations, networked computer workstations, homemaker/teleworker home-based systems, file and print servers, email servers, Internet gateway devices, storage area network servers (SANs), terminal servers or portable workstations connected or connecting to the server(s) or network that is authorized to access or use the Products, directly or indirectly. In the case of a virtual system, each virtual machine or instance running the Product is a Node.

“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 Devices, Endpoints, Nodes, Seats, Instances, Servers, Cores, Concurrent Users, Users, Networks, Proxys, Throughput, or other license measurement set forth in an Order and defined in the Solution Rider; and (ii) the License Environment (defined in the Solution Rider) type or other environment when 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, Cloud Services, and Services Offering(s).

“Proxy” means a software module acting as an intermediary between communicating endpoints or devices that controls access between a set of Network endpoints or devices by inspecting, filtering, and forwarding traffic between the senders and receivers.

“Server” means each computer (whether physical or virtual), electronic appliance, or device on which the Software may be installed or otherwise used or uses, directly or indirectly. In the case of virtual systems, each virtual machine or instance running the Software is considered to be a Server.

“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 Enterprise Solutions 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.

“Subscription Term” means the agreed upon time period 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.

“Throughput” means the maximum authorized number of gigabytes (GB) of data that may be sent and received through the Cloud Services per calendar month, which are set forth in an Order, plus any additional GBs of Permitted Capacity that has been purchased pursuant to an Order, in each case pro-rated for any partial month.

“User” means any person utilizing the network with access to the Products 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 for the Product in 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 Products (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) included in the Order 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, Documentation, and Software Updates provided pursuant to Maintenance at 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 17.2.

3. Provision of Cloud Services.

3.1 Everfox will use commercially reasonable efforts to provide Cloud Services for the Subscription Term. The then-current Cloud Services service levels are incorporated by reference into this Agreement and may be provided upon request by Customer.

3.2 If Everfox in its sole discretion determines that hacking, denial of service attacks, or other activities originating from or directed at Customer’s network or the Cloud Services could compromise the security or proper function of Cloud Services, then Everfox may immediately suspend Cloud Services until the problem is resolved. Everfox will promptly notify and work with Customer to resolve the issues.

3.3 If Cloud Services are suspended or terminated, Everfox may reverse all configuration changes made during Cloud Services enrollment. It is Customer's responsibility to make the server configuration changes necessary to reroute traffic flowing through the Cloud Services.

3.4 Everfox may use information passing through or relating to usage of the Products for the purposes of developing, analyzing, maintaining, reporting on, and enhancing the Products and services.

4. Customer Obligations.

4.1 Customer will: (i) comply with all applicable laws, statutes, regulations, and ordinances; (ii) only use the Products for legitimate business purposes; (iii) comply with the applicable terms contained in the Solution Rider; and (iv) ensure that security controls are not circumvented by its acts or omissions.

4.2 Customer may not use or access or allow or cause any third-party to use or access the Cloud Services to engage in, foster or promote illegal, abusive, or irresponsible behavior, including: (i) gaining, or attempting to gain, unauthorized access to any system or network, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without the express authorization and consent of Everfox; (ii) sending unsolicited mass e-mail or other messages or communication in any form, commonly referred to as spam; (iii) altering, defacing or otherwise causing any unauthorized or unapproved modification of any system or platform belonging to Everfox; (iv) storing, transmitting or processing material in a manner that violates intellectual property rights or laws or regulations, including, without limitation, those associated with trade secrets, copyrights, patents and trademarks; (v) violating the privacy rights of others, including, without limitation, the collection of information about individuals, including e-mail addresses, screen names or other identifiers without their knowledge or consent (e.g. phishing, Internet scamming, password robbery, spidering and harvesting), except as allowed by applicable laws and regulations; (vi) engaging in, or permitting, any activity that leads to a degradation or denial of service for Everfox, its customers or any other system or site on the Internet; or (vii) intentionally, recklessly or negligently omitting, forging, deleting or misrepresenting transmission information that is intended to cloak or hide the identity or source of information transmitted by Customer's system, clients or end-users, including headers, return-address information and IP addresses. If Customer becomes aware of any such prohibited activity, then Customer will immediately: (a) begin remediating the prohibited activity, making best endeavors to terminate the activity; and (b) notify Everfox.

4.3 Customer is responsible for: (i) having the authority, rights, or permissions to use all domains registered to the Products; (ii) obtaining any necessary consents from its employees; (iii) maintaining all permissions, authorizations, licenses, and approvals to access and use the data and information inputted, displayed, or processed (including all output and data developed or derived) as a result of Customer's use of the Products to access and use data sources and systems; and (iv) provisioning and integrating application(s) with the Cloud Services unless a Services Offering is purchased to have Everfox perform such work.

4.4 Customer will defend, indemnify, and hold Everfox harmless against any loss, award, damage, or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings ("Claims") made or brought against Everfox by a third party alleging or related to Customer's (i) violation of its obligations in this Section 4; (ii) infringement of intellectual property rights; (iii) acts or omissions in relation to Customer provided hardware, equipment, or third party software licenses used in connection with the Products; (iv) civil or criminal offenses; (v) transmission or posting of obscene, indecent, or pornographic materials; (vi) transmission or posting of any material that is slanderous, defamatory, offensive, abusive, or menacing or that causes annoyance or needless anxiety to any other person; or (vii) transmission of information through the Products.

4.5 Customer will cooperate with Everfox personnel providing any Services Offerings, and provide reasonable assistance, which may include: (i) gathering relevant supporting documentation; (ii) ensuring appropriate Customer personnel are assigned to the project and are able to devote sufficient time to facilitate the project; (iii) granting resource access to information, systems, and licenses related to the scope of the project; (iv) providing building and network access before, during, and after normal business hours, workspace, and workstations for each of the Everfox personnel, logon IDs and security access to all required Products, and adequate test environment, and any reasonable and appropriate data to perform the Services Offerings.

5. Maintenance.

5.1 The Subscription Term or Maintenance Term is defined in the Order. The Maintenance level purchased is defined in the Order and the applicable purchased support activities are provided under either the: (i) Everfox Software Maintenance and Hardware Support Description, or (ii) the then-current Everfox Technical Support Description that can be provided upon request. 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 expires prior to the end of the respective Subscription Term or Maintenance Term, 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.

5.2 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.

5.3 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.

6. 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.

7. Protections and Restrictions.

7.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information that Disclosing Party desires Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including prototypes, technical data, trade secrets and know-how, product plans, Products, customer lists and customer information, prices and costs, databases, inventions, processes, hardware configuration information, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or that should otherwise reasonably be considered confidential by Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information will not, however, include any information that Receiving Party can document: (i) was publicly known and made generally available prior to the time of Disclosing Party's disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Receiving Party; (iii) is already in Receiving Party's possession at the time of disclosure; (iv) is lawfully obtained by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information. The Receiving Party will treat Disclosing Party's Confidential Information as non-public confidential information and will not disclose it to any person other than Disclosing Party and employees and contractors of Receiving Party on a need to know basis and Receiving Party will protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. Subscriber's use of the Products to process data is not a disclosure of Confidential Information to Everfox for purposes of this Section. Furthermore, neither party will use the Confidential Information of the other party for any purpose other than carrying out its rights and obligations under this Agreement

7.2 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 without limitation 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.

8. 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 12 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.

9. Limited Warranty.

9.1 If the Software is licensed under a Subscription, then for the Subscription Term, Everfox warrants that the Software and Cloud Services, 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").

9.2 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 meet the security standards necessary to achieve certification or accreditation from any government or independent standards bodies.

9.3 Customer must promptly notify Everfox in writing of a claim during the period for which a Subscription Warranty, or License 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. 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.

9.4 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.

9.5 THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF, AND EVERFOX, 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 WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EVERFOX, 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, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD-PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EVERFOX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY EVERFOX 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.

11. 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, are likely to or do 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 paid for the affected Software applicable to the balance of the then-current Maintenance Term. THIS SECTION SETS FORTH EVERFOX'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT.

12. Term and Termination.

12.1 This Agreement continues in full force and effect until the expiration or termination of the Order(s), unless otherwise terminated earlier as provided 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 Products terminates. Upon termination or expiration of the License Term and/or Subscription Term, Customer's right to use the Products terminates.

12.2 Evaluation 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 subscriptions may only be used to evaluate and facilitate Customer's decision to purchase a subscription or license to the Products; and (ii) evaluation 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.

12.3 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, 4.4, 6 – 12, and 14 – 17 will survive the termination of this Agreement.

12.4 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.

13. Compliance with Laws. Each party will comply with all applicable laws and regulations, which may include the European Union's General Data Protection Regulation, that may apply to issues including the protection of personal data, and anti-bribery. Licensee 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 data submitted to Everfox pursuant to this Agreement are incorporated by reference into this Agreement and may be found in the then-current Everfox Data Processing and Data Protection Measures that can be provided upon request.

14. 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, 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.

15. Export. Commodities, technology, and software licensed pursuant to this Agreement including the Products (collectively referred to as "Items") are subject to the export control and trade sanctions laws (the Laws) of the United Kingdom, the United States, and any other countries that may lawfully control the Items' export. Customer will not transfer the Items except in compliance with the Laws of the United Kingdom, the United States, and any other country that may lawfully control the Items' export. Customer will indemnify and hold Everfox harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that Everfox may incur due to Customer's non-compliance with applicable Laws, rules, and regulations. Customer will immediately notify Everfox of any violation of any Law, rule, or regulation, which may affect Everfox or relate to the activities covered under this Agreement.

16. 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. Further, 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.

17. General.

17.1 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 then-current Everfox Privacy Policy (available upon request) 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.

17.2 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.

17.3 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.

17.4 Any dispute arising out of or relating to this Agreement, or the breach thereof will be governed by the federal laws of the United States and the laws of the State of Delaware, USA, for all claims arising in or related to the United States, Canada, Japan, or Mexico and London, United Kingdom for all other claims, without regard to or application of choice of laws, rules, or principles. Both parties hereby consent to the exclusive jurisdiction of: (i) the state and federal courts in Austin, Texas, USA, for all claims arising in or related to the United States, Canada, Japan, or Mexico; and (ii) the competent courts in London, United Kingdom for all other claims, provided however that Everfox may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

17.5 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.

17.6 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 on its publicly available website. 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 this Solution Rider 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, and the terms of an Order, the following descending order of precedence applies: (a) the Solution Rider, (b) this Agreement, and (c) the Order.

17.7 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
Enterprise Solutions Rider**

The terms of this Solution Rider are incorporated by reference into and governed by the terms and conditions of the Everfox Enterprise Solutions End-User Product Subscription and License Agreement, and any other end user agreement with Everfox incorporating this Solution Rider, as applicable, (each 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.

License 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.

“**Production**” environment means use of the Software for the processing of live data within the Customer’s operational environment.

Product/Solution Specific Terms

A. Content Disarm and Reconstruction (CDR) Solutions

Deep Secure ZT CDR API Service – Everfox’s content disarm reconstruction Cloud Services solution:

The number of requests sent through the Cloud Services for the content disarm reconstruction service may not exceed 20 requests per-second.

If in any one calendar month the total Throughput including data sent and received through Cloud Services for the content disarm reconstruction service exceeds the Permitted Capacity purchased, then Everfox may terminate the applicable Cloud Services Subscription upon 30 days prior written notice unless Customer purchases additional Permitted Capacity.

Deep Secure ZT CDR Information eXchange (IX)

A License and/or Subscription to Deep Secure ZT CDR IX is restricted to one of the following deployment options: (1) Cloud Service; or (2) either a virtual or physical Instance.

Deep Secure ZT CDR Gateway eXtension (GX)

A License and/or Subscription to Deep Secure ZT CDR GX is restricted to one of the following deployment options: (1) Cloud Service; or (2) either a virtual or physical Instance.

B. Mail Guard Solutions

Deep Secure Mail Guard

A License and/or Subscription to Deep Secure Mail Guard is restricted to one of the following deployment options: (1) Cloud Service; or (2) either a virtual or physical Instance.

C. Web Guard Solutions

Deep Secure Web Guard

A License and/or Subscription to Deep Secure Web Guard is restricted to one of the following deployment options: (1) Cloud Service; or (2) either a virtual or physical Instance.

D. Cross Domain Solutions

Forcepoint Data Diode

Each Server license is limited to use of the Software on up to two Servers solely to facilitate the communication between no more than two Networks through a fiber connection.

E. Insider Risk Solutions

Forcepoint Insider Threat

FIT is licensed on a per-Device or Endpoint basis

Forcepoint Behavioral Analytics (FBA)

FBA is licensed only as a Subscription on a per-User basis.

Each FBA license is limited to use of the Software on up to 20 Elastic Search nodes. Use on more than 20 Elastic Search nodes require the purchase additional of licenses from Everfox.

FBA version 3.x is only supported on RHEL 7 or CentOS 7 and requires the purchase of a RHEL 7 or CentOS 7 extended life cycle support plan. This may be purchased directly or through Everfox.

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.

C. ElasticSearch (used with Forcepoint Behavioral Analytics only)

The Forcepoint Behavioral Analytics Software may integrate software provided by Elasticsearch, Inc. ("Elastic"). The software provided by Elastic is referred to as "ElasticSearch Software." The ElasticSearch software is provided as an embedded portion that is bundled for distribution with the Software (the bundle referred to as a "Self-managed Bundled Product"). The defined term "Software" includes ElasticSearch Software and as such it is provided pursuant to and is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:

1. The ElasticSearch Software is licensed, not sold, as an embedded portion of the Self-managed Bundled Product, and is not licensed on a stand-alone basis.

2. The title to the Software does not pass to the Customer, and Everfox and its licensors own and retain all intellectual property rights in the Software except those rights expressly granted by Everfox under this Agreement.

3. Elastic provides no direct warranties to or for the benefit of Customer.

4. Each license granted to a Customer that receives the Self-managed Bundled Product in object code form shall be a non-exclusive license to use, in object code form, the features and functions of the Software that are eligible for use with respect to the subscription level correlating to the version of the ElasticSearch Software provided as part of the Self-managed Bundled Product for the duration of the applicable License Term and for the number of nodes allocated in the Permitted Capacity.

5. Customer agrees not to:

- i. reverse engineer or decompile, decrypt, disassemble or otherwise reduce any ElasticSearch Software or any portion thereof, in either case, that has not been licensed in source code form by Elastic, to human-readable form except and only to the extent any such restriction is prohibited by applicable law;
- ii. deploy the ElasticSearch Software on more Nodes than the respective number of Nodes allocated to that Customer in the Permitted Capacity;
- iii. prepare derivative works from, modify, copy or use the ElasticSearch Software in any manner except as expressly permitted in this Agreement;
- iv. transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer the ElasticSearch Software in whole or in part to any third party;
- v. use the Software for providing time-sharing services, any software-as-a-service offering ("SaaS"), service bureau services or as part of an application services provider or other service offering; provided, however, the Customer may provide the Self-managed Bundled Product as a managed service to its customers that have entered into a managed services agreement under which the managed services customer has no right to directly download, install or use the Software;
- vi. alter or remove any marks and notices in the ElasticSearch Software; or
- vii. make available to any third party any analysis of the results of operation of the ElasticSearch Software, including benchmarking results.
- viii.(a) use the ElasticSearch Software to access or use any Elastic-hosted infrastructure or related data, systems, or networks (collectively, "Elastic-Hosted infrastructure") to monitor the availability or performance of such Elastic-Hosted infrastructure or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; or (b) use the ElasticSearch Software to interfere with or disrupt the integrity or performance of any Elastic-Hosted infrastructure.