END-USER LICENSE AGREEMENT

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

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

NOTICE TO GOVERNMENT EMPLOYEES
IF YOU ARE AN EMPLOYEE OF THE FEDERAL, OR A STATE OR LOCAL GOVERNMENT, OR THE SOFTWARE IS OTHERWISE FOR USE BY A FEDERAL, STATE OR LOCAL GOVERNMENT, THE FOLLOWING PARAGRAPH ENTITLED "CLICK-THROUGH LICENSE ACCEPTANCE" DOES NOT APPLY TO YOU. INSTEAD PLEASE CONTACT YOUR CONTRACTING OFFICER OR OTHER REPRESENTATIVE AUTHORIZED TO EXECUTE A WRITTEN CONTRACT SO THAT THAT INDIVIDUAL MAY EXECUTE THESE TERMS OR ATTACH THESE TERMS TO AN EXECUTED CONTRACT.

CLICK-THROUGH LICENSE ACCEPTANCE
THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND FORCEPOINT WITH RESPECT TO THE SOFTWARE. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE TO WHICH THIS AGREEMENT RELATES. BY OPENING THE ENVELOPE, BREAKING THE SEAL, DOWNLOADING OR INSTALLING THE SOFTWARE YOU ARE CONSENTING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND ACKNOWLEDGING YOUR AUTHORITY TO DO SO ON BEHALF OF YOUR COMPANY (IF APPLICABLE). IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT PROCEED WITH THE INSTALLATION/USE OF THE SOFTWARE AND PROMPTLY RETURN THE SOFTWARE AND ALL ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION, SOFTWARE MEDIA) TO THE SUPPLIER FROM WHICH IT WAS ACQUIRED FOR A REFUND. THIS IS A LICENSE TO USE, NOT A SALE OF A SOFTWARE COPY OR THE SOFTWARE MEDIA.

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 "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 a 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. The terms and conditions in Exhibit B, attached hereto and incorporated herein by reference shall apply when the Licensee is the U.S. Government.

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

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

1.7 "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.

1.8 "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.

1.9 "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 Licensee agrees to pay the applicable fees as set forth in the Order within thirty (30) days of date of invoice unless otherwise provided in the Order. Licensee further agrees to pay any

applicable transportation charges, value-added taxes or other applicable taxes, tariffs or withholding taxes that are required by the relevant authorities. The fees are exclusive of any such taxes or tariffs unless expressly stated in the Order.

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 and this Agreement will (including all licenses and authorizations) immediately terminate and Licensee must immediately return or destroy the Software in all forms and to immediately confirm in writing to Forcepoint that such actions have been taken. Licensee acknowledges that use as described in this Section would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Licensee agrees that Forcepoint will have the right to obtain immediate injunctive relief enjoining any breach of this Section, as well as the right to pursue any and all other rights and remedies available at law or equity 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. Any of the foregoing, will void the warranty, the Maintenance Agreement (if any), any system accreditation and shall constitute a material breach of this Agreement.

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.

5. Indemnity

5.1   Forcepoint shall defend and indemnify Licensee from all costs, expenses (including reasonable attorneys' fees), and judgments finally awarded by a court or agreed to in settlement by Forcepoint which directly result from an unaffiliated third party claim alleging that the Software infringes a valid United States patent, copyright, trademark or contains a misappropriated trade secret under United States law, but only if Forcepoint is notified promptly in writing of such claim, given sole control of the defense and settlement of the claim and Licensee reasonably cooperates with Forcepoint at Forcepoint's expense in the defense or settlement of the claim, including turning over relevant records pertaining to the infringement. In the event that a final injunction is obtained against Licensee's use of the Software, if Forcepoint reasonably believes that Licensee's use of the Software could be so enjoined, or if in Forcepoint's opinion the Software is likely to become the subject of a successful claim of infringement, Forcepoint shall, at its option and expense (i) procure for Licensee the right to continue to use the Software as provided in this Agreement, (ii) modify or replace the Software so that the Software becomes non-infringing (so long as the functionality of the Software is substantially similar), or in the event that neither of the preceding two options are commercially reasonable for Forcepoint (iii) terminate this Agreement and the rights granted hereunder and refund to Licensee the amount paid to Forcepoint for the Software less an amount for depreciation determined on a straight-line five year depreciation basis with a commencement date as of the shipment date of the applicable copy of the Software.

5.2   Forcepoint shall have no liability to Licensee under this Section 5 (i) to the extent that any claim arises in whole or in part from the combination, operation or use of the Software in combination with equipment or software not supplied by Forcepoint

hereunder where the Software would itself not be infringing, (ii) for use of the Software by Licensee or anyone else for a purpose not expressly authorized by Forcepoint, or in a manner not intended based on the Documentation, (iii) for use of the Software that is unlawful, improper, in violation of or outside the scope of the specific license granted by Forcepoint, (iv) for any claim caused by modification, alteration or enhancement of the Software by anyone other than Forcepoint where the unmodified version of the Software would not be infringing, (v) for use of any version other than the most current version of the Software, if such infringement could have been avoided by use of the latest version of Software, provided that the most current version has been made available to Licensee, (vi) for any claim caused by direction by Licensee to use, modify, alter, or enhance the Software in such a manner that substantially changed the Software, and which resulted in it infringing another party's patent, copyright, trademark or intellectual property, or (vii) a claim covered by 29 USC 1498 or equivalent statute, regulation or law.

5.3   FORCEPOINT'S OBLIGATIONS SET FORTH IN THIS SECTION 5 CONSTITUTE THE SOLE AND EXCLUSIVE LIABLITY OF FORCEPOINT AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY VIOLATION OR ALLEGED VIOLATION OF AN INTELLECTUAL PROPERTY RIGHT OR PROPRIETARY RIGHT WITH RESPECT TO THE SOFTWARE OR ITS USE.

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 who agree to be bound by the terms of this Agreement and are bound to a confidentiality agreement containing substantially similar terms; (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.

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 and the number of installations and permitted users relevant to the licensing terms set forth in the Order.   Upon Forcepoint's request, Licensee shall provide Forcepoint with a report of 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.   No more frequently than twice a year, Forcepoint shall have the right to audit or have Forcepoint's designated third party perform an audit of Licensee's use of the Software upon reasonable notice and during normal business hours. Licensee shall permit Forcepoint to inspect Licensee's computer equipment, subject to applicable security regulations and procedures and examine all relevant Licensee books and records, to determine whether or not Licensee is in compliance with this Agreement. Forcepoint shall have the right to conduct follow-up audits as necessary. Should Forcepoint determine that Licensee is not in compliance with the terms and conditions of this Agreement, Licensee shall pay to Forcepoint within five (5) business days of written notice of such non-compliance, all past due license fees, together with reasonable costs of the audit. Failure to provide such prompt corrective payment is a material breach of this Agreement.

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. 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, the license for the Software shall automatically renew for an additional License Term of equal length, subject to the payment of a renewal license fee and other terms stated in the Order, contract or P.O. for that Software, unless Licensee notifies Forcepoint, in writing at least thirty (30) days before the expiration date, of Licensee's intention to terminate.

9.3   Licensee may terminate the license granted in Section 2 above at any time by destroying all copies of the Software and certifying in writing to Forcepoint that it has done so. Should Licensee breach a material term of this Agreement, if such breach is not cured within fifteen (15) days of notice thereof, the license granted in Section 2 above shall automatically terminate.

9.4   The license granted in Section 2 shall terminate automatically, without notice from Forcepoint, if Licensee breaches Sections 2 or 3 of this Agreement. Upon termination for any reason of the license granted in Section 2 or this Agreement, Licensee shall uninstall, erase and/or otherwise permanently delete or destroy all copies of the Software and Documentation (together with all modifications and merged software in any form). Licensee shall not be entitled to a refund of any portion of the license fee upon any termination of a license.

9.5   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. A Change of Control of Licensee shall constitute an assignment hereunder. A "Change of Control" shall include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of Licensee in a transaction or series of transactions which results in the holders of Licensee's capital stock or equity interested holding less than 50% of the outstanding capital stock or equity interests immediately following such transaction(s). Any purported transfer or assignment of this Agreement or the licenses granted hereunder by Licensee or any purported transfer or assignment of this Agreement or the licenses granted hereunder as a result of Licensee's bankruptcy, insolvency or liquidation, or as a result of an assignment of Licensee's assets for the benefit of creditors without Forcepoint's prior written consent shall be void and this Agreement and the licenses granted hereunder shall thereupon automatically terminate without further notice or action by Forcepoint.

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.

10.2   Applicable Law/Disputes

10.2.1   If Licensee is located in the United States the following shall apply: 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.

10.2.2   If Licensee is located outside the United States the following shall apply: This Agreement and any dispute arising out of this Agreement or related to this Agreement are governed by, and is to be construed in accordance with, the law of Delaware, without regard to its conflicts of laws 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 provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods shall in no way govern the rights and obligations of the parties specified herein. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement. If the dispute cannot be resolved between the normal contractual written or verbal correspondence, both parties agree to escalate the dispute to an executive or higher level management within each party's organization. The executive or higher level management shall have the authority to settle the controversy.

Any person may give the other party written notice of any dispute not resolved in the normal course of business. After delivery of the notice, the receiving party shall submit to the other a written response within fifteen (15) days. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If resolution of the dispute cannot be resolved after it is escalated between the parties within forty-five (45) days after delivery of the initial notice, the dispute shall be finally resolved by binding arbitration in accordance with the International Chamber of Commerce International Court of Arbitration ("ICC") rules of arbitration. The arbitration shall be heard by a single arbitrator chosen by mutual agreement of the parties, and shall apply the laws of Delaware to all substantive matters.   The costs of arbitration shall be borne equally by the parties. The parties agree that (i) all proceedings will be conducted (including all documents presented in such proceedings) in English in Austin, Texas; (ii) the arbitrator may not award multiple or punitive damages; (iii) the ICC shall have exclusive jurisdiction over all disputes arising from the Agreement; and (iv) the results of such arbitration are final and binding and enforceable by any court of competent jurisdiction.

Licensee hereby waives its sovereign immunity and consents to arbitration/litigation as set forth in this provision and agrees to be bound by the result of such arbitration/litigation.

Notwithstanding the above, a party seeking injunctive relief may bring an action in any court of competent jurisdiction if such party makes a good faith determination that such equitable relief is the only adequate remedy.

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, 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.

10.7   Licensee warrants that it is the end-user of the Software and agrees that it will perform no distributor, reseller, marketing or any other after service activities for third-parties with respect to the Software.

10.8   The parties hereby confirm that they have requested that this Agreement and all related documents or correspondence be drafted in English.

10.9   Licensee shall comply with all applicable laws, rules, and regulations throughout the term of this Agreement. Without limiting the generality of the foregoing, throughout the term of this Agreement, Licensee shall comply with the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. and, if Licensee is located outside the United States the UK Bribery Act 2010, and with any other applicable laws, rules or regulations addressing anti-corruption and anti-bribery concerns (collectively, "Anti-Corruption Laws"). If at any time Forcepoint reasonably believes that Licensee has not complied with the obligations of Licensee set forth in this Section, or if Forcepoint reasonably believes that a payment or action by Licensee that may violate any Anti-Corruption Law may have occurred, Forcepoint shall give notice to Licensee, and in such event Licensee agrees that Forcepoint can terminate this Agreement by notice to Licensee. Licensee hereby waives any litigation or claims against Forcepoint for any such termination of this Agreement. The obligations of Licensee under this Section shall survive any termination or expiration of this Agreement.

10.10   Exhibits incorporated by reference:

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

Exhibit B: Effective only if Licensee is the United States Government.

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 Model(s) 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.

Server License: 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:

High Speed Guard: 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.

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

Small Format Guard: 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 VERSION. 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 <u>Export Restrictions for Cross Domain Products</u>: 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 <u>Additional Terms for HSG</u>:

3.3.3.1 The following language is in addition to Section 1 of Exhibit B: 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. 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 3.3.3.2E(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.

(iii) <u>Third Party Programs</u>. 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 Licensee, 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 Licensee does not agree to abide by the applicable license terms for the third party software programs, then Licensee may not install them. If Licensee wishes to install the third party software programs on more than one system or transfer the third party software programs to another party, then Licensee must contact the licensor of the applicable third party software programs.

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 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.

Without prejudice to Licensee's payment obligations, Forcepoint may terminate Licensee's license to the McAfee Software at any time by 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 <u>Additional Terms for SFG</u>:

3.3.4.1 The following language is in addition to Section 1 of Exhibit B: A portion of the Software may have been created with United States Government funding.

3.3.4.2 Third Party Software for SFG:

A. <u>Definitions</u>.

"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. <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. 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 3.3.4.2D(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.

(iii) <u>Third Party Programs</u>. 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 Licensee, 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 Licensee does not agree to abide by the applicable license terms for the third party software programs, then Licensee may not install them. If Licensee wishes to install the third party software programs on more than one system or transfer the third party software programs to another party, then Licensee must contact the licensor of the applicable third party software programs.

E. Export Laws: 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.

EXHIBIT B to End-User License Agreement

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

The following terms and conditions shall apply when the Licensee is the United States Government:

1. 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).

2. 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.

3. The following shall apply in lieu of Section 2.3 of the Agreement:

    "2.3 Licensee agrees to pay the applicable fees as set forth in the Order, subject to all applicable Federal laws and regulations."

4. The following shall apply in lieu of Section 3.6 of the Agreement:

    "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 and Licensee shall be obligated to cease use of the Software and Documentation and to either immediately return or destroy the Software and Documentation in all forms and to immediately notify Forcepoint in writing that such actions have been taken. Forcepoint shall be entitled to pursue any and all other rights and remedies available at law or equity for such breach."

5. The following shall apply in lieu of Section 5 of the Agreement:

    "5.1 Forcepoint shall defend and indemnify Licensee from any third party claim based on an allegation that the Software infringes a valid United States patent, copyright or trademark, provided that Forcepoint: (i) is notified promptly in writing of such claim; (ii) receives reasonable cooperation from Licensee necessary to perform Forcepoint's obligations hereunder; and (iii) is provided the appropriate opportunity for consultation and intervention in the proceedings at its own expense through counsel of its choice, to the maximum extent permitted by the laws of the United States of America, U.S. Code, U.S. regulation, U.S. policy or rules of Court. In the event that a final injunction is obtained against Licensee's use of the Software, if Forcepoint reasonably believes that Licensee's use of the Software could be so enjoined, or if in Forcepoint's opinion the Software is likely to become the subject of a successful claim of infringement, Forcepoint shall have the right, at its sole option and expense, and to the extent permitted by the laws of the United States of America, U.S. Code, U.S. regulation, U.S. policy or rules of Court, to (i) procure for Licensee the right to continue to using the Software as provided in this Agreement, (ii) modify or replace the Software so that the Software becomes non-infringing (so long as the functionality of the Software is substantially similar), or in the event that neither of the preceding two options are commercially reasonable for Forcepoint, (iii) refund to Licensee the amount paid to Forcepoint for the Software less an amount for depreciation determined on a straight-line five year depreciation basis with a commencement date as of the shipment date of the applicable copies of the Software. Notwithstanding the foregoing, Forcepoint shall have no liability for a claim to the extent based on (a) use by Licensee of the Software for more than thirty (30) days after Forcepoint has notified Licensee of (i), (ii) or (iii) above or (b) the version of the Software used by Licensee is not the current released version of the Software.

    5.2 Forcepoint shall have no liability to Licensee under this Section 5 to the extent that any infringement or claim thereof is based upon (i) the combination, operation or use of the Software in combination with equipment or software not supplied by Forcepoint hereunder where the Software would itself not be infringing, (ii) use of the Software by Licensee or anyone else for a purpose not expressly authorized by Forcepoint, or in a manner not intended based on the Documentation, (iii) use of the Software that is unlawful, improper, in violation of or outside the scope of the specific licenses granted by Forcepoint, (iv) modification, alteration or enhancement of the Software by anyone other than Forcepoint where the unmodified version of the Software would not be infringing, (v) use of any version other than the most current version of the Software, if such infringement could have been avoided by use of the latest version of Software, provided that the most current version has been made available to Licensee, or (vi) direction by Licensee to use, modify, alter, or enhance the Software in such a manner that substantially changed the Software, and which resulted in it infringing another party's patent, copyright, trademark or intellectual property.

5.3 THE FOREGOING INDEMNIFICATION PROVISIONS STATE THE ENTIRE LIABLITY OF FORCEPOINT AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY FORCEPOINT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS WITH RESPECT TO THE SOFTWARE OR ITS USE."

6. The following shall apply in lieu of Section 8 of the Agreement:

   "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. Licensee shall promptly pay to Forcepoint any license fees owed to Forcepoint or other amounts specified in the Contract owed to Forcepoint if Licensee is not in compliance with the terms of the End User License Agreement."

7. The following shall apply in the event that the Software is licensed under a GSA Schedules:

   The first sentence of Section 9.1 of the Agreement is replaced as follows: "The License Term for the Software will begin on the date of receipt of the Software by Licensee."

8. The following shall apply in lieu of Section 9.2 of the Agreement:

   "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 automatically terminate and Licensee shall cease all use of the Software. Licensee must purchase a new license from Forcepoint for each subsequent term."

9. Notwithstanding anything to the contrary in Section 10.2 of the Agreement, 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.