

Forcepoint Global Governments Software Maintenance and Hardware Support Description

The Maintenance, and Hardware Support described in this Software Maintenance and Technical Support, and Hardware Support Description (“Maintenance Policy”) is provided for: (i) Forcepoint’s Software in accordance with the Forcepoint End User License Agreement (“Agreement”) between Forcepoint and the Licensee, and (ii) for Hardware purchased from Forcepoint in accordance with the Agreement and this Maintenance Policy. The provision of Maintenance and Hardware Support described in this Maintenance Policy is subject to the terms and conditions of the Agreement and this Maintenance Policy. Maintenance and Hardware Support are additional charge support options and are only provided after Licensee has paid the applicable Maintenance Fees and Hardware Support Fees. Licensees who have enrolled in Standard Maintenance may also enroll in 24/7 Maintenance and/or the License Replacement Service for their Software.

Subject to Licensee paying the required Maintenance Fees and Hardware Support Fees for the Maintenance and Hardware Support offering(s) requested in an Order, the applicable Maintenance and Hardware Support will be provided in accordance with this Maintenance Policy for the applicable Software and Hardware product. Software Updates, if any, will be provided to Licensee only if Licensee has paid the appropriate Maintenance Fees for the licensed Software. For Hardware to be eligible for Hardware Support, Licensee must also be enrolled in Maintenance. Forcepoint may require Licensee to install Software Updates up to and including the latest release.

Forcepoint’s obligation to provide Maintenance and Hardware Support is limited to: (i) Software and Hardware that has not been altered or modified by anyone other than Forcepoint authorized personnel or its licensors; (ii) a release for which technical support is provided; (iii) Licensee’s use of the Software and Hardware in accordance with the Documentation; and (iv) errors and malfunctions caused by systems or programs supplied by Forcepoint. If an Error has been corrected or is not present in a more current version of the Software, Forcepoint may provide the more current version via technical support but will not have any obligation to correct such Error in prior versions. Hardware Support does not cover: (a) software, including the operating system and software added to the Hardware, or the reloading of software; (b) non-Forcepoint provided products and accessories; (c) problems to the extent they result from (i) external causes such as accident, abuse, misuse, or problems with electrical power, (ii) servicing not authorized by Forcepoint, (iii) usage that is not in accordance with Hardware instructions, (iv) failure to follow the Hardware instructions or failure to perform preventive maintenance, (v) problems caused by using accessories, parts, or components not supplied or directed by Forcepoint; (d) normal wear and tear; and (e) Hardware with missing or altered service tags or serial numbers.

Maintenance and the related technical support may be limited to the most current release and the most recent previous sequential release of the Software. Forcepoint reserves the right to terminate Maintenance or increase the associated fees upon 60 days prior written notice should Licensee not stay current with a supported release in accordance with this Maintenance Policy.

Maintenance Offerings

1. Standard Maintenance

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

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

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

- Provide an initial response within four business hours of the inquiry, with problem resolution to follow as promptly as is commercially reasonable.
- Provide a status update within a reasonable time frame if a problem reported by Licensee remains unresolved.³

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

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

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

- Send patches or Software Updates to Licensee's Pre-Designated Support Contact.
- Provide periodic Software Updates as determined in Forcepoint's sole discretion, which may incorporate a) corrections of any substantial defects, b) fixes of any minor bugs, c) corrections for security flaws, and d) enhancements to the Software.

The following items are not included:

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

2. 24/7 Maintenance

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

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

3. License Replacement Service

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

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

Licensee will:

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

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

Hardware Support

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

- A single point of contact available via telephone and email, to troubleshoot the support case with Licensee personnel to determine whether the issue relates to the Software, Hardware, or both. Software issues will be handled in accordance

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

with Maintenance described above. Hardware issues will be further analyzed to determine the source of the problem (e.g. a Forcepoint add-on component or OEM support matter).

- For Hardware add-on components supplied by Forcepoint with the Hardware such as network adaptors, switches, or serial console servers⁵, Forcepoint will send a replacement part next business day⁶ through a national or regional commercial shipping company.
- For Hardware customer replacement parts issues, Forcepoint will initiate the support call with the OEM vendor and will facilitate shipment of replacement parts.⁷
- For Hardware issues requiring a technician be dispatched to Licensee's site that does not require a clearance, Forcepoint will work with Licensee and the OEM vendor to schedule a technician. For Hardware issues requiring a cleared technician be dispatched to Licensee's site, Licensee must work directly with the OEM vendor for this level of service and to schedule a visit from a technician with the required security clearances.⁸
- Forcepoint will track the status of open OEM repairs and will escalate unresolved cases on behalf of Licensee with the OEM vendor.

When Hardware Support is purchased, the OEM hardware support programs supplied through the OEM suppliers includes:

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

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

Licensee Obligations

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

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

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

⁶ Subject to parts availability. If parts are available, Forcepoint will use reasonable efforts to notify Licensee of the status and timing of shipment. Licensee is responsible for replacing all customer replacement parts.

⁷ Licensee is responsible for replacing all customer replacement parts.

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

- Licensee will provide Forcepoint, and update from time-to-time as desired, a list of “Pre-Designated Support Contacts”, defined as authorized users who are knowledgeable about the Software and are designated to make support inquiries to Forcepoint.^{10 11}
- If requested by Licensee, Forcepoint may in its sole discretion, provide a temporary software evaluation license key to be used in a lab environment solely for pre-production update testing by Licensee. The evaluation license will terminate the sooner of 90 days or the date when the Software Update is installed into production. The Licensee must remove the evaluation Software from the lab environment upon termination of the evaluation period.
- Hardware issues requiring a technician be dispatched to Licensee’s site, Licensee must keep a current record with Forcepoint of the zip code on record for the physical location of the hardware. Failure to keep current the business location on record will result in service interruption until Forcepoint and its OEM receive and process the information for the updated location.
 - Licensee must notify Forcepoint of Hardware transferred to alternate locations, 10 days prior to the transfer, within or outside the country of purchase to ensure response time coverage and country registration.
 - Updates to a physical location must be completed prior to dispatching of authorized technicians
 - Licensee or Licensee’s authorized representative must be available when the service technical arrives, or the service technician will not be able to service the Hardware.
 - Missed service calls due to Licensee’s unavailability may result in additional charges for the follow-up service call.
- Hardware support can only be provided for Hardware that has not been damaged because of external forces or conditions such as accident, abuse, misuse, unstable environment or power sources, or acts of God. Hardware support will not be provided where:
 - Hardware is repurposed or modified from its original configuration.
 - Hardware has missing or altered serial numbers or Service Tags.
 - Hardware has been serviced by someone other than a Forcepoint OEM vendor.
 - Maintenance has expired.

Warranty and Limitations

Forcepoint will perform the Maintenance and Hardware Support in a professional and workmanlike manner consistent with this Maintenance Policy. Licensee’s sole remedy for a breach of this warranty is to terminate Maintenance and/or Hardware Support and receive a refund of the unused pre-paid Maintenance Fees and/or Hardware Support Fees paid for the affected Software or Hardware respectively. THE WARRANTIES SET FORTH IN THIS MAINTENANCE POLICY ARE IN LIEU OF, AND FORCEPOINT EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SOFTWARE AND SERVICES PROVIDED UNDER THIS MAINTENANCE POLICY. IN NO EVENT WILL FORCEPOINT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SPEICAL DAMAGES OR LOSSES ARISING UNDER THIS MAINTENANCE POLICY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGE OR LOSS. FORCEPOINT’S LIABILITY UNDER THIS MAINTENANCE POLICY IS LIMITED TO DIRECT DAMAGES AND ITS AGGREGATE LIABILITY WILL NOT EXCEED THE MAINTENANCE FEES PAID FOR MAINTENANCE DURNIG THE THEN CURRENT MAINTENANCE TERM.

Lapsed Maintenance and Maintenance Reinstatement

Forcepoint has no obligation to provide Maintenance or Hardware Support to Licensee if Licensee allows its Maintenance to expire. If Licensee allows the Maintenance to lapse, its continued use of the Software is subject to Licensee’s compliance with the Agreement, however Licensee will not be entitled to receive the Maintenance as outlined in this Maintenance Policy.¹²

Termination

Forcepoint will have the right to terminate Maintenance: a) upon termination of the Agreement by either party (for any reason),

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

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

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

and b) if Licensee or its employees or agents violate any provision of this Maintenance Policy or the Agreement, and Licensee fails to cure such violation within fifteen (15) days after receipt of written notice from Licensor.

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

Contacting Support

To obtain support, please contact Forcepoint Monday thru Friday (Excluding Forcepoint holidays), between 8AM and 5PM Eastern Time.

Phone: 1-844-642-2748

email: FCSS@forcepoint.com

Definitions

The following definitions apply to the defined terms used in this Maintenance Policy, unless already defined in the Agreement. The definition in the Agreement will govern in the event there is a conflict between the definitions found here and those in the Agreement.

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

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

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

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

“Maintenance” means a limited-term, non-exclusive, non-sublicensable, nontransferable right to: (a) receive the technical support described in the Agreement and this Maintenance Policy, and (b) receive Software Updates, if any, in accordance with this Agreement and the Order.

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

“Maintenance Term” means the agreed upon time period for the provision of Maintenance in an Order.

“Order” means a purchase commitment mutually agreed upon between (1) Forcepoint and Licensee or (2) a Forcepoint authorized reseller(s) and Licensee.

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