

FORCEPOINT END-USER LICENSE AGREEMENT

THE PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT LICENSEE AGREES TO THE TERMS AND CONDITIONS IN THIS END-USER LICENSE AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“**AGREEMENT**”) BETWEEN LICENSEE (DEFINED BELOW) AND FORCEPOINT. IF A 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 LICENSEE’S CONTRACTING OFFICER OR OTHER REPRESENTATIVE AND MUST AUTHORIZE LICENSEE’S ACCEPTANCE OF THIS AGREEMENT.

BY ACCEPTING THIS AGREEMENT, OPENING THE ENVELOPE, BREAKING THE SEAL, DOWNLOADING, INSTALLING, OR BY USING THE PRODUCTS, LICENSEE ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND HAS THE AUTHORITY TO ENTER INTO AND AGREES TO BE BOUND BY THIS AGREEMENT.

1. Definitions.

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

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

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

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

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

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

“**Forcepoint**” means, as the context requires: (i) Forcepoint LLC, a Delaware limited liability company with its principal place of business at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759, USA; or (ii) Forcepoint International Technology Limited, with a principal place of business at Minerva House, Simonscourt Road, Dublin 4, Ireland; or (iii) Forcepoint Federal LLC, with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170, USA; or (iv) a corporation or entity controlling, controlled by or under the common control of Forcepoint with whom an Order has been placed referencing this Agreement.

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

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

“**Licensee**” means the individual, company, Affiliate, or other legal entity that has placed an Order that is the ultimate end user of the Products.

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

“**Maintenance**” means a limited-term, non-exclusive, non-sublicensable, nontransferable right to receive the support level purchased pursuant to an Order as further described in Section 3, including if and when available: (i) Error corrections or workarounds, and (ii) the provision of Software Updates, 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 beginning (i) on the date of the Order if a new purchase, (ii) the date of delivery if the Order is placed through Forcepoint’s GSA Schedule, or (iii) on the renewal date of the expiration of a previous Maintenance 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.

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

“**Permitted Capacity**” means the number of Devices, Servers, Concurrent Users, Network, Proxy, Users, or other license metrics as set forth in the Order.

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

“**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.

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

“**Services Offerings**” means Forcepoint’s professional services offerings described in a Forcepoint published services datasheet, services proposal, or statement of work.

“**Software**” means Forcepoint’s proprietary software applications, in object code only together with any Software Updates provided pursuant to Maintenance.

“**Software Updates**” means certain Updates, 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.

“**Subscription**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right during the Subscription Term to use the Software and to use the output of the Services Offerings, 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 if the Order is placed through Forcepoint’s GSA Schedule, or (iii) on the renewal date of the expiration of a previous Subscription Term.

“**Update(s)**” means any corrections or workarounds for substantial defects, fixes of any minor bugs, and corrections for security flaws, issued to Licensee by Forcepoint as part of Maintenance (provided that Licensee has paid the applicable Maintenance Fees).

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

2. License/Subscription Grant. Subject to the provisions contained in this Agreement and timely payment of the applicable Fees, Forcepoint hereby grants Licensee a License or if applicable a Subscription to use the Software, Documentation, and Software Updates provided pursuant to Maintenance (including any output of the Services Offerings) identified in the Order solely for Licensee’s internal business purposes up to the Permitted Capacity set forth in the Order. Provided Licensee pays the Maintenance Fees and Services Fees, Forcepoint will provide Licensee with Maintenance and the Services Offerings, respectively. Subject to compliance with the terms of this Agreement, Licensee may relocate or transfer the Software for use on a different server within its location. Licensee will not and may not permit any third party to copy the Products, other than copies made solely for data backup and testing purposes. Any source code provided to Licensee by Forcepoint is subject to the terms of this Agreement. Forcepoint may make changes to the Products at any time without notice. Licensee understands that its right to use the Products is limited by the Permitted Capacity purchased, and Licensee’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 Licensee has committed to for the Maintenance Term. If Licensee’s use exceeds the Permitted Capacity, Licensee must purchase additional Permitted Capacity sufficient for the excess use.

3. Maintenance and Services Offerings.

3.1 Maintenance activities are provided under Forcepoint’s then-current Forcepoint Global Governments Software Maintenance and Hardware Support Description. Maintenance will be provided to Licensee only if Licensee has paid the applicable Maintenance Fees. Forcepoint may require Licensee to install Software Updates up to and including the latest release. In the event Software support expires prior to renewing support, Licensee must also purchase Maintenance to cover the lapsed support period between the date Maintenance expires and the date it is renewed. In the event Maintenance has lapsed for one year or more, Forcepoint may charge a reinstatement fee upon renewal in addition to Licensee’s purchase of Maintenance for the lapsed period.

3.2 Forcepoint's obligation to provide Maintenance is limited to: (i) Software that has not been altered or modified by anyone other than Forcepoint or its licensors; (ii) a release for which Maintenance is provided; (iii) Licensee's use of the Software 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 will provide the more current version via Maintenance but will not have any obligation to correct such Error in prior versions.

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

3.4 Licensee will cooperate with Forcepoint personnel providing any Services Offerings, and to provide reasonable assistance, including: (i) gathering relevant supporting documentation; (ii) ensuring appropriate Licensee 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, work space, and workstations for each of the Forcepoint 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.

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

5. Protections and Restrictions.

5.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information that the Disclosing Party desires the 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 without limitation 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 the 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 the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party will treat all Confidential Information of the Disclosing Party 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 that 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. Licensee's use of the Products to process data is not a disclosure of Confidential Information to Forcepoint 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.

5.2 Licensee 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 Forcepoint. The Products are proprietary to Forcepoint and are exempt from any public disclosure statute or regulation, including without limitation the Freedom of Information Act requirements. Licensee may use the Products only for the internal business purposes of Licensee. Licensee 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 Licensee'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 Forcepoint'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; (ix) use any third-party software included in the Products independently from the Products. Subject to the terms of this Agreement, Licensee may allow its agents and independent contractors to use the Products solely for the benefit of Licensee; provided, however, Licensee 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 or open source software license agreement is (a) attached to this Agreement or the Order, or (b) included in the Product "about" file, "readme" file or Documentation, then Licensee's use of the third-party software is further restricted by and subject to such license.

6. Financial Terms. Fees and payment terms are specified in the applicable Order. 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 Forcepoint fees must be paid within 30 days after the invoice date; (iii) upon the expiration of each Maintenance Term, the Maintenance Fees will be Forcepoint'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 Forcepoint will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 10 and to modify the payment terms, including requiring full payment before Forcepoint performs any obligations in this Agreement. Licensee will reimburse Forcepoint for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Forcepoint hereunder that are not under good faith dispute by Licensee. Amounts paid or payable for Products are not contingent upon the performance of any consulting or other professional services. Forcepoint's reasonable travel and lodging expenses incurred in the performance of services on Licensee's site will be billed separately at actual cost. Licensee is responsible for payment of all taxes (excluding those on Forcepoint's net income) arising out of this Agreement, except to the extent a valid tax exemption certificate or other written documentation acceptable to Forcepoint to evidence Licensee's tax exemption status is provided by Licensee to Forcepoint prior to the delivery of Products or services.

7. Limited Warranty; Remedies; Disclaimer.

7.1 For ninety (90) days beginning on the date of the Order for the License, Forcepoint warrants that the original media (if any) containing the Software is free from defects in material and workmanship, assuming normal use. As the sole and exclusive remedy for defective media, Forcepoint will replace it free of charge if claimed during the 90-day warranty period. The limited warranty specified in this Section 7 sets forth Forcepoint's entire liability and Licensee's exclusive remedy for breach of warranty. Forcepoint warrants that Services Offerings will be performed in a professional and workmanlike manner and Forcepoint will comply with all applicable laws in providing the Services Offerings.

7.2 EXCEPT FOR THE ABOVE LIMITED MEDIA WARRANTY, THE PRODUCTS ARE 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 PRODUCTS, AND ANY DATA OR OTHER MATERIALS FURNISHED HEREUNDER. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF, AND FORCEPOINT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE PRODUCTS AND ANY DATA OR OTHER MATERIAL FURNISHED HEREUNDER 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.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FORCEPOINT, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) LICENSEE'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 FORCEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY FORCEPOINT FOR THE LICENSEE'S APPLICABLE LICENSE OR SUBSCRIPTION TO THE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

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

10. Term and Termination.

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

10.2 Product evaluation subscriptions are available for a period of up to thirty (30) days, and limited availability Software licenses may be available for the time period determined by Forcepoint. Software evaluation subscriptions and limited availability Software licenses are each subject to the terms and conditions of this Agreement, except however that: (i) evaluation subscriptions and limited availability Software licenses may only be used to evaluate and facilitate Licensee's decision to purchase a license to the products; and (ii) evaluation subscriptions and limited availability Software licenses are provided by Forcepoint on an AS IS and AS AVAILABLE basis without warranties of any kind. At the end of the evaluation period or the limited availability Software license period, Licensee must place an Order and pay the applicable Fees, or this Agreement terminates as related to the evaluation subscription or limited availability Software license. Licensee's continued use of the products after an evaluation or limited availability Software license period is subject to this Agreement.

10.3 Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of payment terms, which will have a ten (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 ninety (90) days after commencement of one of the foregoing events). Upon notification of termination by either party, Licensee must cease using and uninstall any Software, destroy or return all copies of the Products to Forcepoint, and must certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 4 – 10, and 12 – 16 will survive the termination of this Agreement.

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

11. Compliance with Laws.

11.1 Each party will comply with all applicable laws and regulations, including but not limited to 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 personal data submitted to Forcepoint pursuant to this Agreement are set forth in the terms of the [Forcepoint Data Processing Agreement](#).

12. Rights of Government Licensees. 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 Licensees 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 Forcepoint's proprietary rights therein, and of the exclusive applicability of this Agreement.

13. Export. Commodities, technology and software, including the Products (collectively referred to as “items”) are subject to the export control laws of the United States and other countries that may lawfully control the export of such items. Moreover, the furnishing of support services with respect to items that are controlled as defense or military items may also be subject to such laws. Licensee will not transfer such items or furnish such services except in compliance with the export laws of the United States and any other country that may lawfully control the export of such items or the provision of such services. Licensee will indemnify and hold Forcepoint harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorneys’ fees) that Forcepoint may incur due to Licensee’s non-compliance with applicable export laws, rules and regulations. Licensee will immediately notify Forcepoint of any violation of any export law, rule or regulation, which may affect Forcepoint or relate to the activities covered under this Agreement.

14. Verification. Upon Forcepoint’s request, Licensee will provide a written certification confirming its compliance with this Agreement. Further, during the License term and one year thereafter, Forcepoint or Forcepoint’s independent auditor may review Licensee’s records related to Licensee’s use of the Products to verify Licensee’s compliance with this Agreement. Licensee will provide reasonable assistance, access to personnel, facilities, and systems, as well as information necessary to facilitate Forcepoint’s compliance verification. The verification will be performed during regular business hours and will not interfere unreasonably with Licensee’s business activities. The cost of the verification will be borne by Forcepoint unless a discrepancy indicating that additional Fees are due to Forcepoint, in which case the reasonable cost of the verification will be borne by Licensee. Licensee will promptly cure any noncompliance and will pay any Fees due as a result of such noncompliance. The rights and remedies under this Section are in addition to any other rights Forcepoint may have under this Agreement. Additionally, Forcepoint may at any time, without notice, during the term of this Agreement access Licensee’s system, subject to applicable local law, to determine whether Licensee and its users are complying with the terms of this Agreement. Licensee acknowledges that the Products may include a license manager component to track usage of the Products and Licensee will not impede, disable or otherwise undermine such license manager’s operation.

15. General.

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

15.2 Licensee may not transfer any of Licensee’s rights to use the Products or assign this Agreement to another person or entity, without first obtaining prior written approval from Forcepoint.

15.3 Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759 USA. Notices sent to Licensee will be sent to Licensee’s address in Forcepoint’s system of record. Notices are considered to have been received at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph.

15.4 Any dispute arising out of or relating to this Agreement or the breach thereof 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 Dublin, Ireland 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: 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 the competent courts in Dublin, Ireland for all other claims, provided however that Forcepoint 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.

15.5 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.

15.6 This Agreement is 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. Licensee 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 Forcepoint 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 Forcepoint at: [Legal Information](#). Forcepoint is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Forcepoint. All pre-printed or standard terms of any Licensee'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. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement prevail.

15.7 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.

16. Third-Party End-User License Terms and Conditions.

16.1 The Software may integrate the McAfee Anti-Virus SDK Virus Scanning software library ("McAfee Software") provided by McAfee Inc. ("McAfee"), and the McAfee Software is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:

a. Licensee 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.

b. 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.

c. Without prejudice to Licensee's payment obligations, Forcepoint may terminate Licensee's license to 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 McAfee Software and related documentation.

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b. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified in Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

c. 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.

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Forcepoint

End User Agreement

Public Sector Addendum

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BY ACCEPTING THE AGREEMENT AND THIS ADDENDUM, 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 THE AGREEMENT AND THIS ADDENDUM. IF YOU DO NOT ACCEPT THE AGREEMENT AND THIS ADDENDUM, DO NOT PROCEED WITH THE INSTALLATION/USE OF THE PRODUCT AND PROMPTLY RETURN THE PRODUCT AND ALL ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION, SOFTWARE MEDIA, ETC.) TO FORCEPOINT.

Customer and Forcepoint hereby agree as follows:

1. The following definitions apply:

"Public Sector Entity" means a Customer that is (i) a member of the U.S. government's legislative, judicial, or executive branches; (ii) a U.S. state or local government entity; or (iii) an accredited academic institution organized and operated for educational purposes that receives partial or full funding from a federal, state, or local agency, or administrative offices or boards for such academic institutions.

"U.S. Government Procurement Contract" means, to the extent it includes Forcepoint Products use of which are subject to the terms of the Agreement, the following public sector contract.

2. **Governing Law, Venue, And Dispute Resolution.** To the extent required by law: any dispute arising out of or relating to the Agreement or the breach thereof will be subject to the Contracts Disputes Act of 1978 (41 U.S.C 7101-7109) and Federal Tort Claims Act (28 U.S.C. 1346(b)), and will be resolved in accordance with the FAR, the Contract Disputes Act, or applicable dispute resolutions process.

3. **Indemnities.** To the extent required by law: indemnities provided by Public Sector Entity in the Agreement are deemed to be deleted, provided that, Public Sector Entity will, to the extent permitted by law, remain responsible for compliance with any such obligations and requirements in lieu of any such deleted indemnity. For clarity, the judicial department may elect to exercise its right (i.e. 28 U.S.C. 516) to represent a Public Sector Entity in any case and a Public Sector Entity may elect not to give sole control over litigation and/or settlement to Forcepoint by not requesting an indemnity from Forcepoint; provided however, that Forcepoint reserves the right to control litigation and/or settlements related to its intellectual property, including its Products.

4. **Renewals.** Those Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

5. **Future Fees or Penalties.** Those Agreement clauses that violate the Anti-Deficiency Act, which prohibits a Public Sector Entity from paying any fees or penalties beyond the Fees agreed in the Order, unless specifically authorized by existing

statutes, such as the Prompt Payment Act, or Equal Access To Justice Act (31 U.S.C. 3901, 5 U.S.C. 504), are hereby deemed to be deleted.

6. **Travel and Expenses.** Out-of-pocket expenses identified in a quote, statement of work, professional services agreement (or similar agreement) for Services Offerings agreed between Forcepoint and Public Sector Entity to be reimbursed by Public Sector Entity at cost must be submitted for payment no more than sixty (60) days after completion of Services Offerings or such payment may be denied. Forcepoint will ensure that such travel expenses are incurred in accordance with the limitations set forth in FAR 31.205-46. Upon request, Forcepoint will provide budgetary estimates for all travel and expense fees on its quotes (or Statement of Works/Professional Service Agreements) to Public Sector Entity.

7. **Limitation of Liability:** To the extent the following damages are prohibited by law against a Public Sector Entity: Public Sector Entity is not liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use, and Public Sector Entity is not liable for punitive damages. No clause in the Agreement will limit the Public Sector Entity's right to seek recovery for fraud or crimes under applicable fraud statute, such as the False Claims Act (31 U.S.C. 3729-3733).

8. **Public Access to Information.** Forcepoint agrees that the terms and conditions of the Agreement contain no confidential or proprietary information and acknowledges the Agreement may be made available to the public.

9. **Confidentiality.** Those Agreement clauses that require Public Sector Entity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. 552) and any order by a United States Federal Court. Forcepoint's Products and offerings are and contain valuable, confidential information and trade secrets, and as such, to the extent they may be considered government data, they are trade secret information, "confidential data," and/or not public data. To the extent permitted by law: Public Sector Entity's initial response to any such FOIA request to provide Forcepoint's Products or offerings will be to assert the trade secret information and/or not public data exceptions to the disclosure and provide Forcepoint with advance reasonable written notice and an opportunity to seek protection, at its own cost, prior to releasing such information.