

**FORCEPOINT
NETWORK SECURITY PRODUCTS
LICENSE AGREEMENT**

THE PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT LICENSEE AGREES TO THE TERMS AND CONDITIONS IN THIS LICENSE AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN LICENSEE AND FORCEPOINT. BY ACCEPTING THIS AGREEMENT OR BY USING THE PRODUCTS, LICENSEE ACKNOWLEDGES IT HAS READ, UNDERSTANDS, 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” shall not include an entity which is a direct competitor of Forcepoint.

“**Database**” means proprietary database(s) of IPS rules, URL addresses, email addresses, Malware, applications and other valuable information.

“**Database Updates**” means changes to the content of the Databases.

“**Device**” or “**Node**” means any kind of computer, electronic appliance, or device capable of processing data, including without limitation diskless workstations, personal computer workstations, networked computer workstations, homeworker/teleworker home-based systems, file and print servers, email servers, Internet gateway devices, storage area network servers (SANs), terminal servers or portable workstations connected or connecting to the server(s) or network that is authorized to access or use the Products, directly or indirectly. In the case of a virtual system, each virtual machine or instance running the Product is considered to be a Device or Node.

“**Documentation**” means the Product installation instructions, user manuals, setup posters, 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 Product to conform to the Documentation, which is reported by Licensee and replicable by Forcepoint.

“**Fees**” means collectively the License Fees and the Maintenance Fees.

“**Forcepoint**” means, as the context requires: (i) Forcepoint LLC., a Delaware limited liability corporation 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, Simmonscourt Road, Dublin 4, Ireland; or (iii) Forcepoint Federal LLC., with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170; 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.

“**Hardware**” or “**Unit**” means a single instance of computer hardware purchased from Forcepoint as described in the Order.

“**License**” means the limited, personal, non-sublicensable, non-exclusive, nontransferable right to use the Software (including the Database) for the term set forth in the Order, (ii) in combination with the Hardware (if provided in the Order), and (iii) in accordance with this Agreement and the Order.

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

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

“**Maintenance**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right to receive during the Maintenance Term: (a) the technical support described in Section 5 (Technical Support), and (b) Software Upgrades, if any.

“**Maintenance Fees**” means the agreed upon fees in the 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 and Licensee.

“**Permitted Capacity**” means the number of Devices, Units, Nodes, or other license metrics as set forth in the Order.

“**Products**” means Software, Databases, Database Updates, Software Upgrades, together with applicable Documentation and media, and if purchased pursuant to an Order, Hardware, and Forcepoint packaged service offerings.

“**Software**” means Forcepoint’s proprietary software applications, in object code only.

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

“**Subscription**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right during the Subscription Term to: (a) receive and use the Database Updates, and (b) use the Products, in accordance with this Agreement and the Order.

“**Subscription Fees**” means the agreed upon fees in an Order.

“**Subscription Term**” means the agreed upon time period in an Order.

“**Virus**” or “**Malware**” means computer software or program code that is designed to damage or reduce the performance or security of a computer program or data.

2. **Software License.** Subject to the provisions contained in this Agreement, and timely payment of the applicable Fees, Forcepoint hereby grants Licensee a License and if applicable a Subscription to use the Software and Software Upgrades provided pursuant to Maintenance identified in the Order solely for Licensee's internal business purposes up to the Permitted Capacity. Provided Licensee pays the Maintenance Fees, Forcepoint will provide Licensee with Maintenance. Upon renewal, Maintenance must be purchased for each Product purchased and running in Subscriber's environment. Licensee shall not and shall not permit anyone else to copy the Products, other than copies made solely for data backup and backup recovery testing purposes. Except as otherwise set forth in this Agreement, any source code provided to Licensee by Forcepoint is subject to the terms of this Agreement. Licensee understands that its right to use the Products is limited by the Permitted Capacity, and Licensee and its Affiliates combined use may in no event exceed the authorized Permitted Capacity. If Licensee's use exceeds the Permitted Capacity, Licensee must purchase additional Licenses and Maintenance sufficient for the excess use.

3. **Technical Support.**

3.1 Product technical support includes standard technical support, Error corrections or workarounds so that the Software operates in substantial conformance with the Documentation provided under the then-current Forcepoint technical support policies, as described at: [Technical Support Description](#). Standard technical support includes online website and portal access, and telephone support during business hours. Maintenance will be provided to Licensee only if Licensee has paid the appropriate Maintenance Fees for the Support Term. Forcepoint may require Licensee to install Software Upgrades up to and including the latest release. Enhanced support offerings are only available for additional cost and are also subject to the terms of this Agreement.

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

3.3 Technical support for on-premise Products may be limited to the most current release and the most recent previous sequential major release of the Product. Forcepoint reserves the right to terminate the 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 Section.

3.4 For the support period set forth in an Order, the Hardware support covers defects in materials and workmanship in the Hardware. The 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 branded 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.

4. **Intellectual Property Rights.**

4.1 The Products and all related intellectual property rights are the exclusive property of Forcepoint or its licensors. All right, title and interest in and to the Products, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Products remain exclusively with Forcepoint or its licensors. The Products are valuable, proprietary, and unique, and Licensee agrees to be bound by and observe the proprietary nature of the Products. The Products contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. The Products 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. Licensee may not assign more than twenty (20) administrators to administer certain Forcepoint products. All rights not granted to Licensee in this Agreement are reserved to Forcepoint and its licensors. No ownership of the Products passes to Licensee. Forcepoint may make changes to the Products at any time without notice. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights. 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. The Products 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 ALL WARRANTY AND SUPPORT OBLIGATIONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

4.2 The Hardware is sold by Forcepoint subject to the condition that the sale does not convey any license under any patent claim covering complete equipment, or any assembly, circuit combination, method or process in which any such Hardware are used as components. However, upon sale, title for the Hardware equipment shall pass to Licensee. Forcepoint, its licensors or suppliers retain all proprietary rights in and to any Hardware sold. Forcepoint and its suppliers reserve all its rights under such patent claims. Any software supplied with the Hardware is proprietary to Forcepoint or its licensors, and use of the software is subject to the terms of this Agreement.

5. **Protection and Restrictions.**

5.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which 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 documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Products, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, 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 which 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 shall not, however, include any information which 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. Each party agrees that all Confidential Information of the other party will be treated by the Receiving Party as non-public confidential information and will not be disclosed 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. Furthermore, each party agrees to only use the Confidential Information of the other party for purposes of 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. 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 individual contractors who have a need to such access and who shall 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 Forcepoint proprietary 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. Licensee must not use the Products to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Forcepoint's express prior written approval which may be withheld in Forcepoint's sole discretion. If any additional third party end-user license agreement is attached to this Agreement or the Order, Licensee's use of the third party software is further restricted by and subject to the third party licensor's end-user license agreement.

6. **Financial Terms.** This Section applies if Licensee has placed an Order directly with Forcepoint: Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order, all recurring payment obligations start from the execution of the Order. Forcepoint may increase recurring fees at any time upon 60 days written notice. Unless otherwise specified in the Order, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or 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 12 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 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 by Forcepoint 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 Products, as updated from time to time by Forcepoint and used in accordance with the Documentation and this Agreement by Licensee, will operate in substantial conformance with the Documentation under normal use ("Warranty Period"). Forcepoint does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy Licensee's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; or (B) data contained in the Databases will be (i) appropriately categorized or (ii) that the algorithms used in the Products will be complete or accurate.

7.2 Licensee must promptly notify Forcepoint during the Warranty Period in writing of a claim. Provided that such claim is reasonably determined by Forcepoint to be Forcepoint's responsibility, Forcepoint shall, within thirty (30) days of its receipt of Licensee's written notice, (i) correct the Error or provide a workaround; (ii) provide Licensee with a plan reasonably acceptable to Licensee for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Forcepoint at Forcepoint's discretion, then Forcepoint may terminate the affected Product License and Licensee will be entitled to a refund of the Fees paid for the affected Product. This paragraph sets forth Licensee's sole and exclusive remedy and Forcepoint's entire liability for any breach of warranty or other duty related to the Products.

7.3 This warranty is void and Forcepoint is not obligated to provide technical support if a claimed breach of the warranty is caused by: (i) any unauthorized modification of the Products or tampering with the Products, (ii) use of the Products inconsistent with the accompanying Documentation, (iii) Licensee's failure to use any new or corrected versions of the Product made available by Forcepoint; or (iv) breach of this Agreement by Licensee or its users.

7.4 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 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 PRODUCTS AND SERVICES 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; NOR (IV) 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 APPLICABLE 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. **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 used, 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 with Forcepoint. 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 Upgrades and Database 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 BY THE PRODUCTS.

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 shall 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.

10.2 Product evaluation subscriptions are available for a period of up to thirty (30) days and are subject to the terms and conditions of this Agreement, except however that (i) evaluation subscriptions may only be used to evaluate and facilitate Licensee's decision to purchase a license to the products, and (ii) evaluation subscriptions are provided by Forcepoint on an AS IS and AS AVAILABLE basis without warranties of any kind. At the end of the evaluation period, Licensee must place an Order and pay the applicable Fees or this Agreement terminates as related to the evaluation. Licensee's continued use of the products after an evaluation 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 30 days of being notified in writing of such breach, except for breach of payment terms which shall have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). Upon notification of termination by either party, Licensee must uninstall any Products, cease using and destroy or return all copies of the Products to Forcepoint, and to certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 4-10, and 12-15 shall survive the termination of this Agreement.

10.4 Forcepoint will be entitled to suspend any or all services upon 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.** Each party will comply with all applicable laws and regulations, including those of other jurisdictions that may apply concerning the protection of personal data, and anti-bribery. Licensee must obtain any required consents (including employee consent addressing the interception, reading, copying or filtering of emails and their attachments) and 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.

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 Upgrades, 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.** The Products are subject to export controls of the United States and, when applicable, European Union export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended), applicable UN resolutions/EU regulations imposing restrictive measures/trade sanctions/embargoes or other restrictions on exporting goods or services and the export/import regulations of other countries ("Export Controls"). Export or diversion contrary to U.S. and E.U. law is prohibited. U.S. and E.U. law prohibits export or re-export of the software or technology to specified countries or to a resident or national of those countries ("Prohibited Country" or "Prohibited Countries"). It also prohibits export or re-export of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers or listed in any restrictive measures (sanctions) lists administered by the EU including without limitation regulations based on Article 215 TFEU and decisions adopted in the framework of the Common Foreign and Security Policy) (collectively, the "Lists"). U.S. and E.U. law also prohibits use of the software or technology with chemical, biological or nuclear weapons, or with missiles ("Prohibited Uses"). Licensee represents and warrants that it is not located in, or a resident or national, of any Prohibited Country; that it is not on any Lists; that it will not use the software or technology for any Prohibited Uses; and that it will comply with Export Controls.

14. **Compliance.** Without prejudice to Forcepoint audit rights pursuant to this Section, upon Forcepoint's request Licensee will document and certify that use of the Products is in full conformity with the use rights granted under this Agreement and the applicable Order. During the term of this Agreement and for a period of one year following its termination, Licensee will maintain and make available to Forcepoint records sufficient to permit Forcepoint or Forcepoint's independent auditor to verify, upon ten days' written notice, Licensee's compliance with this Agreement. Licensee will provide reasonable assistance, personnel, access to Forcepoint components with Licensee's systems, and information necessary to facilitate the timely

completion of Forcepoint's compliance verification. The audit will be performed during regular business hours. If Licensee is not in compliance with this Agreement, Licensee will reimburse Forcepoint's reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor), and Licensee will promptly cure any noncompliance, including without limitation payment of any and all fees owed to Forcepoint during the period of 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 in compliance with this Agreement. Licensee acknowledges that the Products may include a license manager component to track usage of the Products and agrees not to impede, disable or otherwise undermine such license manager's operation.

15. **General.** 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 choose to "opt-out" of receiving these messages or information sharing by sending an email to [Opt-Out Email](#) requesting the opt-out. Licensee acknowledges and agrees that by sending such email and "opting out" it will not receive emails containing messages concerning upgrades and enhancements to Products. However, Forcepoint may still send emails of a technical nature. Licensee acknowledges that Forcepoint may use Licensee's company name only in a general list of Forcepoint customers. Forcepoint owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Licensee relating to the Products. 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 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. 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 are considered to have been given 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. Any dispute arising out of or relating to this Agreement or the breach thereof shall 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: (1) 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. In the absence of specific shipping instructions, Forcepoint will ship Hardware by the method it deems most advantageous using standard commercial packaging. Licensee is responsible for obtaining insurance against damage to the Hardware during shipment. At the time Hardware is picked up by the common carrier from a Forcepoint location it is delivered, and title and risk of loss passes to Licensee. Licensee agrees to pay all transportation charges and costs associated with shipment of the Hardware, including any special or export packaging requested or required under the circumstances, as determined by Forcepoint. 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. This Agreement constitutes 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 its purchases hereunder are 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](#). 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. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as reasonably to affect the intention of the parties. Forcepoint is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Forcepoint.