

Forescout End User License Agreement

This End User License Agreement ("EULA") is made between the entity ordering under GSA Schedule contracts identified in the Order ("Customer") and Forescout Technologies, Inc. ("Forescout") as of the Effective Date set forth below. Customer may also be referred to as "you" or "your" throughout this EULA.

1. Forescout Products and Services.

- 1.1 **License and Right to Use.** Forescout grants you a non-exclusive, non-transferable:
 - (a) license to use the Software; and
 - (b) right to use the Cloud Services,as acquired from a Forescout Partner, for your direct benefit and internal use during the Term subject to your Entitlements and this EULA (collectively, the "**Usage Rights**"). The specific type of license granted per Product is set forth in the attached hereto as Exhibit 1.
- 1.2 **Use by Third Parties.** You may permit Authorized Third Parties to host or access the Products and Services or Usage Rights on your behalf, provided that you are responsible for ensuring that such Authorized Third Parties comply with this EULA, and you are responsible for any breach of this EULA by such Authorized Third Parties.
- 1.3 **Beta and Trial Use.** If Forescout grants you Usage Rights in Products on a trial, evaluation, beta or other free-of-charge basis ("**Evaluation Products**") you may only use the Evaluation Products from the date indicated in the Order until the earlier of: (a) the end of the period for which Customer registered; (b) the start date of any purchased subscriptions ordered by Customer including the Evaluation Product(s); or (c) termination by Forescout of the Usage Rights in its sole discretion. If you fail to stop using and/or return the Evaluation Products and/or any Appliance by the end of the trial period, you may be invoiced for the list price of the Evaluation Products and/or Appliance and you agree to pay such invoice. Forescout, in its discretion, may stop providing the Evaluation Products at any time, at which point you will no longer have access to any related data, information, and files and must immediately cease using the Evaluation Products. Evaluation Products may not be subject to Forescout's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Forescout provides Evaluation Products "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Forescout has no liability relating to your use of the Evaluation Products.
- 1.4 **Upgrades or Additional Copies of Software.** You may only use Upgrades or additional copies of the Software beyond your Entitlements if you have acquired such rights with technical support Services or separately purchase the right to use Upgrades or additional copies of the Software.
- 1.5 **Subscription Renewals.** Usage Rights in Products acquired on a subscription basis will not automatically renew and will be subject to a separate renewal Order. If not renewed, subscriptions and Customer's Usage Rights will terminate at the end of the then current Term.
- 1.6 **Hardware Appliances.** Forescout will ship the physical Appliance to a location using Forescout's standard methods for packaging and shipping. Forescout may make partial shipments of Appliances. Shipment dates are not guaranteed. Risk of loss for the Appliance will pass on the date of delivery to Forescout's designated carrier ("**Shipment Date**").
- 1.7 **Professional Services.** Professional Services may be provided under a customized and signed Statement of Work on a time and materials basis or as a pre-packaged standard Professional Services bundle. Forescout reserves all rights and ownership to all Professional Services outputs ("**Forescout Materials**") without limitation, unless as expressly otherwise agreed in a signed writing. Professional Services are not works made for hire. Upon payment in full of the amounts due for the applicable Professional Services and to the extent any Forescout Materials are incorporated into the deliverable(s), you shall have a perpetual, non-transferable, non-exclusive license to use the Forescout Materials solely as a part of the deliverable(s) for your internal use.
- 1.8 **Technical Support Services.** Technical support Services are available for purchase for certain Products. Severity levels and response times for technical support Services are available in Forescout's attached hereto as Exhibit 2 incorporated herein. Lapsed Services may be reinstated by Forescout in its discretion and subject to applicable fees.
- 1.9 **Cloud Services.** The service level agreement(s) ("**SLA**") for Cloud Services are set forth in the Documentation, and incorporated herein.

2. Additional Conditions of Use.

- 2.1 **Forescout Products Generally.** Unless as expressly agreed by Forescout, you may not:
 - (a) make the functionality of any Products available to any third parties that are not Authorized Third Parties;
 - (b) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
 - (c) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Products; or
 - (d) use Forescout Content other than as part of your Usage Rights.
- 2.2 **Cloud Services.** You will not intentionally:
 - (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security;
 - (b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots); or
 - (c) submit any information to Forescout that is not contemplated in the applicable Documentation.
- 2.3 **Evolving Forescout Products.**
 - (a) **Changes to Cloud Services.** Forescout may:
 - (1) enhance or refine a Cloud Service, although in doing so, Forescout will not materially reduce the core functionality of that Cloud Service, subject to Forescout's [End of Life](#) Policy attached hereto as Exhibit 3; and
 - (2) perform maintenance of the infrastructure and software used to provide a Cloud Service, during which you may experience some disruption to that Cloud Service as more fully described in the applicable SLA.
 - (b) **End of Life.** Forescout may end the life of Products, including component functionality ("EOL"), by providing written notice in the Customer portal. If you prepaid a fee for your Usage Rights to a Product that becomes EOL before the expiration of your then-current Term, Forescout

will use commercially reasonable efforts to transition you to a substantially similar Product. If Forescout does not have a substantially similar Product, then Forescout will credit you or your Forescout Partner, as applicable, for any unused portion of the prepaid fee for the Products declared EOL ("**EOL Credit**"). The EOL Credit will be calculated from the last date the applicable Product is available to the last date of the applicable Term. Such EOL Credit can be applied towards the future purchase of Products and are your sole and exclusive remedy for EOL.

- 2.4 **Protecting Account Access.** You will keep all account information up to date, use reasonable means to protect your account information, passwords and other login credentials, and promptly notify Forescout of any known or suspected unauthorized use of or access to your account.
 - 2.5 **Use with Third-party Products.** If you use the Products with third-party products, you are responsible for complying with any third-party provider terms. Forescout does not provide support or guarantee ongoing integration support for products that are not a native part of the Products.
 - 2.6 **Open-Source Software.** Open-source software not owned by Forescout is subject to separate license terms set out at www.forescout.com. Forescout's use of open-source code in Products will not materially or adversely affect your ability to exercise Usage Rights in the Products or cause your Software to become subject to an open-source license, provided you only use Products in accordance with Documentation and in object code form.
3. **Fees.** To the extent permitted by law, Orders for the Products are non-cancellable, except in accordance with GSAR Clause 552.212-4(l) or (m). Fees, taxes, delivery and payment terms will be exclusively between you and the Forescout Partner. Usage Rights are subject to payment to your Forescout Partner. If you use Products beyond your Entitlement ("**Overage**"), the Forescout Partner may invoice you, and you agree to pay, for such Overage. Any entitlements to SLA credits, other credits or pro-rata refunds, when applicable, shall be made through the Forescout Partner and are your sole and exclusive remedy.
 4. **Confidential Information and Use of Data.**
 - 4.1 **Confidentiality.** Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know ("**Permitted Recipients**"). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA; and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information which: (a) is known by Recipient without confidentiality obligations; (b) is or has become public knowledge through no fault of Recipient; or (c) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same. Forescout recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor, provided however, to the extent permitted by law, Forescout will receive notice, consistent with this paragraph if a FOIA request involves Forescout Confidential Information.
 - 4.2 **How We Use Data.**
 - (a) **Data Protection Agreement.** Forescout will access, process and use Personal Data in connection with your use of the Products in accordance with applicable privacy and data protection laws. Forescout's Customer Data Protection Agreement ("**DPA**") attached as Exhibit 4 (or terms executed between you and Forescout governing the same scope) applies solely to your Personal Data and processed by Forescout on your behalf when using the Products and Services.
 - (b) **Notice and Consent.** To the extent your use of the Products requires it, you are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through your use of the Products.
 - (c) **Permission and Authorization.** Certain of Forescout's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing Customer Data. You acknowledge that Forescout uses a crowd-sourced environment for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. Forescout uses data collected across your endpoint environment, such as machine event data, executed scripts, code, system files, log files, DLL files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata, to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, Products and Services; (iv) enhance cybersecurity; and (v) permit you to leverage other applications that use the data. Such data is used by Forescout in a way that does not identify you or your Personal Data to other customers. To the extent that your endpoint environment includes Personal Data, such Personal Data may be collected and used by Forescout during the provisioning and use of Forescout's Products to deliver, support and improve the Products, administer the EULA and further the business relationship between you and Forescout, comply with applicable laws, act in accordance with your written instructions, or as otherwise provided in accordance with this EULA. You authorize Forescout to collect, use, store and transfer the Personal Data that you provide to Forescout as contemplated by the Products and Services under this EULA.
 - (d) **Safeguards.** Forescout maintains appropriate technical and organizational safeguards commensurate with the sensitivity of the data and Personal Data processed by it on your behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access as certified under the SOC 2 framework, current versions of which are available in the Customer Portal.
 5. **Ownership.**
 - 5.1 Unless agreed in writing, nothing in this EULA transfers ownership in any intellectual property rights. You retain any ownership of your content and Forescout retains ownership of the Products, Services, Evaluation Products and Forescout Content.
 - 5.2 Forescout may use any feedback you provide in connection with your use of the Products, Services and Evaluation Products as part of its business operations.

6. Indemnification.

- 6.1 **Claims.** Forescout will have the right to intervene to defend any third-party claim against you that your valid use of Products under your Entitlement directly infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Forescout will indemnify you against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that you: (a) promptly notify Forescout in writing of the IP Claim; (b) fully cooperate with Forescout in the defense of the IP Claim; and (c) grant Forescout the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Forescout will have no obligation to reimburse you for attorney fees and costs incurred prior to Forescout's receipt of notification of the IP Claim. You, at your own expense, may retain your own legal representation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 6.2 **Additional Remedies.** If an IP Claim is made and prevents your exercise of the Usage Rights, Forescout will either procure for you the right to continue using the Forescout Products or replace or modify the Products with functionality that is at least equivalent. If Forescout determines that these alternatives are not reasonably available, Forescout may terminate your Usage Rights granted under this EULA upon written notice to you and will refund you a prorated portion of the fee you paid for the Product for the remainder of the unexpired Term.
- 6.3 **Exclusions.** Forescout has no obligation regarding any IP Claim based on: (a) compliance with any designs, specifications, or requirements you provide or a third-party provides; (b) your modification of any Products or modification by a third-party; (c) your combination, operation or use of the Products with non-Forescout products, software or business processes to the extent that the Product or Service would not be infringing but for such combination or modification; (d) for, or where any infringement arises as a result of your failure to use the Products in accordance with this EULA; (e) your failure to modify or replace the Products as required by Forescout; or (f) any Evaluation Products.
- 6.4 This Section states Forescout's entire obligation and your exclusive remedy regarding any IP Claim against you.

7. Warranties and Representations.

- 7.1 **Performance.** Forescout warrants that:
- (a) For 90 days from the Delivery Date, the Software substantially complies with the Documentation.
 - (b) For 9 months from the Shipment Date, the Appliance substantially complies with the specifications set forth in the Documentation and will be free from material defects in manufacturing. Replacement Appliance is warranted for the remaining period of the original warranty or 90 days, whichever is longer.
 - (c) During the Term, Forescout will provide the Cloud Services with commercially reasonable skill and care in accordance with the Documentation.
 - (d) Professional Services and Product-Related Services shall be performed with commercially reasonable skill and care under generally accepted professional standards in the United States of America. Forescout shall correct and reperform non-conforming Services subject to your prompt notification to Forescout no later than 30 days after non-conforming Services are rendered.
- 7.2 **Malicious Code.** Forescout will use commercially reasonable efforts to deliver Products free of Malicious Code.
- 7.3 **Qualifications.**
- (a) Sections 7.1(a)-(c) do not apply if the Product(s): (1) has been altered, except by Forescout or its authorized representative; (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or the Documentation; (3) is an Evaluation Product; (4) is not a Forescout-branded product or service; or (5) has not been provided by Forescout or a Forescout Partner.
 - (b) Upon your prompt written notification to the Forescout Partner during the warranty period of Forescout's breach of this Section your sole and exclusive remedy (unless otherwise required by law) is, at Forescout's option, either: (i) repair or replacement of the applicable Product; or authorize (ii) a refund of either: (1) the license fees paid for the non-conforming Software; or (2) the pro-rata fee paid for the period in which the Product or Service did not comply, excluding any amounts paid or owed under an applicable SLA.
 - (c) upon prompt return of the Appliance, the fee paid for the Appliance will be calculated on a three-year straight-line depreciation basis.
 - (d) Where Forescout provides a refund of license fees for Software, you must return or destroy all copies of the applicable Software and, at Forescout's request, provide a certificate of destruction evidencing compliance.
 - (e) Except as set out in this Section and to the extent permitted by law, Forescout expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Forescout Products will be secure, uninterrupted or error-free. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT FORESCOUT DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD FORESCOUT RESPONSIBLE THEREFOR.

8. Liability.

- 8.1 Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 8.2 The maximum aggregate liability of each party under this EULA is limited to:
- (a) for claims solely arising from Software licensed on a perpetual basis or an Appliance purchased, the fees received by Forescout for that Software or Appliance; or
 - (b) for all other claims, an amount not to exceed the total fees paid or payable to Forescout for the relevant Product or Service during that Product's Term when the liability first arose.
 - (c) Sections 8.1 and 8.2 do not apply to liability arising from (a) a failure to pay all amounts due; or (b) your breach of Sections 1.1 (License and Right to Use), 2.1 (Forescout Products Generally), 2.2 (Cloud Services) or 11.6 (Export).
- 8.3 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Forescout shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of the EULA, you must stop using the Forescout Products and destroy any copies of Software and Confidential Information within your control. If this EULA is terminated due to Forescout's material breach, Forescout will refund you or your Forescout Partner, as applicable, the prorated portion of fees you have prepaid for the Usage Rights beyond the date of termination. If you continue to use or access any Products after termination, you may be invoiced for and, you agree to pay, for such continued use.
10. **Verification.** You will take reasonable steps to maintain accurate records of your use of the Products. Upon reasonable advance notice, and no more than once per 12-month period, you will allow Forescout and its auditors access to the relevant information to verify compliance with this EULA. You agree to pay any underpayment of fees for excess usage during the applicable Term.
11. **General Provisions.**
- 11.1 **Survival.** Sections 2.1 and 2.2 (Additional Conditions of Use), 3 (Fees), 4 (Confidential Information and Use of Data), 5 (Ownership), 7 (Warranties and Representations), 8 (Liability), 9 (Termination), 10 (Verification) and 11 (General Provisions) survive termination or expiration of this EULA.
- 11.2 **Assignment and Subcontracting.** Neither party may assign or transfer this EULA or any obligation herein without the prior written consent of the other party, except that, upon written notice, Forescout may assign or transfer this EULA or any obligation herein to an Affiliate, or an entity acquiring all or substantially all assets of Forescout, whether by acquisition of assets or shares, change in control or by merger or consolidation without your consent. Forescout may subcontract any performance associated with the Forescout Products to third parties, provided that such subcontract does not relieve Forescout of any of its obligations under this EULA.
- 11.3 **US Government End Users.** The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.
- 11.4 **Forescout Partner Transactions.** If you purchase Products, Services and Evaluation Products from a Forescout Partner, the terms of this EULA apply to your use of Products, Services and Evaluation Products and prevail over any inconsistent provisions in your agreement with the Forescout Partner.
- 11.5 **Compliance with Laws.**
- (a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA, including applicable data protection laws, employment laws, export laws and anti-corruption laws. Forescout may restrict the availability of Products and Services in any particular location or modify or discontinue features to comply with applicable laws and regulations.
- (b) **Data collection and transfer.** If you use the Products, Services and Evaluation Products in a location with local laws requiring a designated entity to be responsible for collection of Personal Data about individual end users and transfer of data outside of that jurisdiction (e.g., China), you acknowledge that you are the entity responsible for complying with such laws.
- 11.6 **Export.** The Products, technology, Services and Evaluation Products are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and your compliance with those laws, and you will not receive, use, transfer, export or re-export any Forescout Products, Services or Evaluation Products in a way that would violate those laws. You also agree to obtain any required licenses or authorizations related to your use or export of the Products, Services or Evaluation Products.
- 11.7 **Governing Law and Venue.** This EULA, and any disputes arising from it will be governed exclusively by the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code or similar statutes shall not apply with respect to this EULA. Except for actions related to the secrecy of confidential information or the proprietary rights of Forescout and its suppliers, no action arising or resulting from this EULA may be brought by either party more than six (6) years after the cause of action accrued.
- If you are a US public sector agency or government institution in the US, the laws of the primary jurisdiction in which you are located will govern the EULA. For US Federal Government customers, this EULA will be controlled under the laws of the US.
- 11.8 **Miscellaneous.** Any notices by Forescout will be delivered via email, regular mail or postings on Forescout.com. Notices to Forescout shall be sent to Forescout Technologies, Inc. Office of General Counsel, 300 Santana Row Suite 400, San Jose, CA 95128 with email copy to generalcounsel@forescout.com. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control. Failure by either party to enforce any right under this EULA will not waive that right. If any portion of this EULA is not enforceable, it will not affect any other terms. This EULA does not grant any right or cause of action to any third party. Forescout may provide local language translations of this EULA for informational purposes only, and the English version of this EULA will prevail over any inconsistencies. Customer consents to its logo and name to be included in any listing of Forescout's current customers, unless expressly revoked in writing by Customer. The parties agree that this EULA is the complete and exclusive statement of mutual understanding of the parties respecting the Services and Products and takes precedence over all previous agreements relating to the Services and Products (whether written or oral).
- 11.9 **Definitions.** Capitalized terms used in this EULA and not elsewhere defined are defined as follows:
- "**Affiliate**" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party.
- "**Appliance**" means any Forescout on-premises physical hardware appliance.
- "**Authorized Third Parties**" means Customer's Users, Affiliates, Forescout Partners, and each of their respective users, who are permitted to access and use the Forescout Products or Services on your behalf as part of your Entitlement.
- "**Cloud Service**" means the Forescout Product(s) that is (a) a hosted software-as-a-service offering or other Forescout cloud-enabled feature or (b) cloud functionality made available as part of a Product.

“Confidential Information” means non-public, proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA. Forescout Confidential Information includes the Software, Cloud Service and Documentation.

“Customer” means the legal entity acquiring Usage Rights in and Entitlements to the Forescout Products, Services or Evaluation Products.

“Customer Data” means the data generated by Customer and its endpoint environment and collected by Customer’s use of the Products and/or sent to Forescout. Customer Data is considered Customer’s Confidential Information, subject to the exclusions, exceptions and obligations set forth herein.

“Delivery Date” means the date(s) agreed in your Entitlement, or if no date is agreed, for Software, the earlier of the date Software is made available for download or installation, or for Cloud Services, the date on which the Cloud Service is made available for your use.

“Documentation” means the technical specifications and usage materials specifying the functionalities and capabilities of the applicable Products as published by Forescout and marked as official Documentation.

“Entitlement” means the specific metrics, duration, and quantity of Products you commit to acquire from a Forescout Partner.

“Forescout Content” means (i) any content or data provided to you as part of your use of the Products and Services, (ii) content or data that Forescout Technology generates or derives in connection with your use of the Products and Services including geographic and domain information, rules, signatures, threat intelligence and data feeds and Forescout’s compilation of suspicious URLs or other suspicious indicators, excluding any such information or data that identifies Customer or to the extent it includes Personal Data, and (iii) Threat Actor Data.

“Forescout Partner” means a reseller, distributor, managed service provider or systems integrator authorized by Forescout to sell and or provide you with Products and Services.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Products.

“Order” means the applicable ordering document for Products, Services and/or Evaluation Products including Entitlements thereto ordered by you and that which Forescout has agreed to provision to you.

“Personal Data” means information provided by Customer to Forescout or collected by Forescout from Customer’s use of the Products or Services, used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by Forescout to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

“Products” means, collectively, generally available Forescout products, Software, and/or Cloud Service subject to an Order, and excludes Evaluation Products.

“Product License Guide” means a basic description of Products with the associated license metric available here: [Product License Guide](#).

“Product-Related Services” means, collectively, (i) the technical support services for certain Products provided by Forescout, (ii) training services, and (iii) any other Forescout services provided or sold with the Products. Product-Related Services do not include Professional Services.

“Professional Services” means any professional services engaged to be performed by or on behalf of Forescout, for Customer pursuant to a customized SOW entered into between the parties or pursuant to a pre-packaged standard professional services bundle sold under a fixed price SKU.

“Services” means, collectively, any Product-Related Services and any Professional Services.

“Software” means the Forescout computer programs including a virtual appliance, Upgrades and firmware.

“Term” means the period commencing on the Delivery Date or Shipment Date for Appliances and continuing until expiration or termination thereof.

“Threat Actor Data” means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Forescout in connection with this EULA, or (ii) is collected or discovered during the course of Forescout providing Products, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“User” means the individuals (including contractors or employees) permitted to access and use the Products, Services and Evaluation Products on your behalf as part of your Entitlement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have each caused this EULA to be executed and delivered by a duly authorized representative to be effective as of the date last signed below (the “Effective Date”).

FORESCOUT TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Product License Guide

This document (“**Product License Guide**”)¹ sets forth the license or right to use acquired by Customer pursuant to and subject to the terms of the Forescout Technologies, Inc. (“**Forescout**”) End User License Agreement (“**EULA**”) above (“**Agreement**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. DEFINITIONS.

“**Solution Bundle**” means a Forescout solution offering containing a defined combination of the Forescout Products and Services, which may include Software, Cloud Services, Integrations and/or Support Services.

“**Customer Environment**” means the Customer’s on-premise, hosted, network, and cloud information technology infrastructure and/or assets.

“**Data Source**” means any Customer-designated source, including third-party products and services that generate Customer Data. Data Sources may include security and non-security related data, e.g., Firewall, IPS/IDS, SIEM, applications, databases, Microsoft Office 365, Microsoft Active Directory, AWS CloudTrail, Google Cloud Platform Audit, Azure Monitor/Activity Cloud, DNS, web proxy, VPN, DHCP.

“**Endpoint**” means any physical or virtual addressable device, including but not limited to, a computer, server, laptop, tablet, mobile phone, network switch, network router, PLC, container or virtual machine image which connects to the Customer Environment directly or through specific gateways.

“**Endpoint Count**” means the maximum number of unique Endpoints to be monitored by the Product, as specified in the Entitlement.

“**Enriched Logs**” means a log that is indexed in Forescout Cloud after an observable occurrence in a Data Source that occurred at some point in time and can be security related, non-security related, or a system event; “Enriched Logs” may also be referred to as an “**Event**” or “**Alert**”.

“**Forescout Cloud**” means the portion of the Forescout 4D Platform™ which provides the foundation for the delivery of the Forescout Cloud Services, as further described in Forescout’s [Cloud Services Description](#).

“**Forescout 4D Platform™**” means the collection of Forescout Products, Services, and integrations across on-premises, cloud and hybrid deployments.

“**Flat Fee**” means a single fixed fee per Customer Environment.

“**Flexible Deployment**” means Customer elects not to deploy the Forescout Software on a Forescout branded Appliance.

“**Integration Application**” means a Customer can create and deploy custom applications using Forescout’s extensible software development kit and APIs that enables a third-party product, application or tool to interface with the Forescout Products. The created custom applications are community built and supported and are not supported by Forescout.

“**Integration Module**” means a Forescout created and supported module that enables a third-party product, application or tool to interface with the Forescout Products.

“**Support Services**” or “**Premium Support**” means the Forescout technical support Services, as further described in Forescout’s [Support Services Policy](#) attached to the EULA as Exhibit 2.

“**Subscription**” means a right to use the Products or Services, for the duration of the Term.

“**Term-Based License**” or “**TBL**” means a license to use Software for the duration of the Term which includes Support Services.

“**Unit**” means a single quantity regarded as a whole.

2. FORESCOUT 4D PLATFORM™ LICENSING.

The Forescout Products, including the Solution Bundles, are licensed per 1,000 Endpoints as either a Term-Based License to use the Software or as a Subscription to use the Cloud Services. An Endpoint is counted against the Endpoint Count of an Entitlement when it is known to the Forescout Platform by either its MAC address, IP address or other unique identifier, whether on site, off site, as detected by Forescout Products via third-party integrations, or when it is included in the scope of a policy that contains properties or actions provided by third-party integrations.

¹ The End of Sale (EOS) notice for Forescout’s Basic and Advanced Support Services and related Product and Services SKUs (“**Support Services EOS**”) can be found here: [Support Services EOS](#). Forescout’s previous Support Services-Maintenance and Support Policy can be found here: [Support Services-Maintenance and Support Policy](#). Forescout’s previous Product License Guide can be found here: [Product License Guide](#). Any exceptions to Forescout’s Support Services EOS are at Forescout’s sole discretion.

2.1. Deployment Methods.

Forescout offers two deployment methods for the Forescout Software—(i) physical deployment on a Forescout branded Appliance or, (ii) Flexible Deployment as a virtual instance, docker container-based sensors, or on approved third-party hardware, as set forth in the Documentation. Additional fees will apply for Customers who elect the Flexible Deployment method.

2.2. Subscoping.

Subscoping allows for the purchase of Endpoints to cover a portion, rather than all, of Customer's Endpoints in the Customer Environment. Subscoping is not available for Solution Bundles, Support Services, Product-Related Services, or Forescout eyeAlert. In the event Forescout, in its sole discretion, permits subscoping, Customer may only use the functionality of the Software up to the Endpoint Count as specified in the accepted Order.

3. SOLUTION BUNDLES.

The Forescout Solution Bundles are a tailored collection of Forescout Software, Cloud Services, Integrations and Premium Support Services to deliver solutions with comprehensive capabilities to solve a wide range of Customer problems. Solution Bundles are licensed as either a Term-Based License or as a Subscription. All Solution Bundles include Flexible Deployment at no additional cost.

In the event Customer wishes to enhance their current Entitlement ("**Current Entitlement**") by purchasing a Solution Bundle with additional capabilities ("**Replacement Entitlement**") Forescout will credit Customer or Customer's Forescout Partner, as applicable, for any unused portion of the prepaid fee for Customer's Current Entitlement ("**Entitlement Credit**"). The Entitlement Credit will be calculated from the Delivery Date of the Replacement Entitlement to the last date of the applicable term for the Current Entitlement and will be applied towards the purchase of the Replacement Entitlement.

3.1. Forescout Network Security Basic.

Forescout Network Security Basic is a Solution Bundle consisting of Software and Premium Support Services. Network Security Basic is a simplified version of the Security Core Solution Bundle, as further detailed in Section 3.2, and includes Forescout eyeSight Basic, eyeControl Basic, eyeRecover, and eyeExtend Connect Basic.

SKU(s)	License/ Use Right	Meter
FS-NETSEC-BASIC-1000-1Y-TBL	Term-Based License	Endpoint

3.2. Forescout Security Core.

Forescout Security Core is a Solution Bundle consisting of Software and Premium Support Services. Security Core includes Forescout eyeInspect, eyeSight, eyeControl, eyeRecover, eyeExtend Connect, and eyeExtend Ecosystem Limited.

SKU(s)	License/ Use Right	Meter
FS-CORE-1000-1Y-TBL	Term-Based License	Endpoint

3.3. Forescout Security Core Plus.

Forescout Security Core Plus is a Solution Bundle consisting of Software, Cloud Services, and Premium Support Services. Security Core Plus provides all the capabilities of Security Core and, additionally, the Forescout eyeScope Cloud Service.

SKU(s)	Cloud Hosting Location	License/ Use Right	Meter
FS-CORE-PLUS-1000-1Y-SUB-USA	United States	Subscription	Endpoint
FS-CORE-PLUS-1000-1Y-SUB-FED	United States, FedRAMP	Subscription	Endpoint
FS-CORE-PLUS-1000-1Y-SUB-CAN	Canada	Subscription	Endpoint
FS-CORE-PLUS-1000-1Y-SUB-GER	Germany	Subscription	Endpoint
FS-CORE-PLUS-1000-1Y-SUB-UK	United Kingdom	Subscription	Endpoint
FS-CORE-PLUS-1000-1Y-SUB-UAE	United Arab Emirates	Subscription	Endpoint
FS-CORE-PLUS-1000-1Y-SUB-AU	Australia	Subscription	Endpoint

3.4. Forescout Security Automation & Control.

Forescout Security Automation & Control is a Solution Bundle consisting of Software and Premium Support Services. Security Automation & Control includes Forescout eyeInspect, eyeSight, eyeControl, eyeRecover, eyeExtend Connect, and eyeExtend Ecosystem.

SKU(s)	License/ Use Right	Meter
FS-AUTO-CTRL-1000-1Y-TBL	Term-Based License	Endpoint

3.5. Forescout Security Automation & Control Plus.

Forescout Security Automation & Control Plus is a Solution Bundle consisting of Software, Cloud Services, and Premium Support Services. Security Automation & Control Plus provides all the capabilities of Security Automation & Control and, additionally, the Forescout eyeScope Cloud Service.

SKU(s)	Cloud Hosting Location	License/ Use Right	Meter
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-USA	United States	Subscription	Endpoint
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-FED	United States, FedRAMP	Subscription	Endpoint
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-CAN	Canada	Subscription	Endpoint
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-GER	Germany	Subscription	Endpoint
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-UK	United Kingdom	Subscription	Endpoint
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-UAE	United Arab Emirates	Subscription	Endpoint
FS-AUTO-CTRL-PLUS-1000-1Y-SUB-AU	Australia	Subscription	Endpoint

3.6. Forescout Security Cyber Assurance.

Forescout Security Cyber Assurance is a Solution Bundle consisting of Software, Cloud Services, and Premium Support Services. Security Cyber Assurance includes Forescout eyeInspect, eyeSight, eyeControl, eyeRecover, eyeExtend Connect, eyeExtend Ecosystem, eyeScope, eyeSegment and eyeFocus.

SKU(s)	Cloud Hosting Location	License/ Use Right	Meter
FS-CYBER-ASSURANCE-1000-1Y-SUB-USA	United States	Subscription	Endpoint
FS-CYBER-ASSURANCE-1000-1Y-SUB-FED	United States, FedRAMP	Subscription	Endpoint
FS-CYBER-ASSURANCE-1000-1Y-SUB-CAN	Canada	Subscription	Endpoint
FS-CYBER-ASSURANCE-1000-1Y-SUB-GER	Germany	Subscription	Endpoint
FS-CYBER-ASSURANCE-1000-1Y-SUB-UK	United Kingdom	Subscription	Endpoint
FS-CYBER-ASSURANCE-1000-1Y-SUB-UAE	United Arab Emirates	Subscription	Endpoint
FS-CYBER-ASSURANCE-1000-1Y-SUB-AU	Australia	Subscription	Endpoint

3.7. Forescout OT Security Core.

Forescout OT Security Core is a Solution Bundle consisting of Software and Premium Support Services. OT Security Core includes Forescout eyeInspect.

SKU(s)	License/ Use Right	Meter
FS-OTSEC-CORE-1000-1Y-TBL	Term-Based License	Endpoint

3.8. Forescout Zero Trust Assurance.

Forescout Zero Trust Assurance is a Solution Bundle consisting of Software, Cloud Services, and Premium Support Services. Zero Trust Assurance includes Forescout eyeSight, eyeControl, eyeRecover, eyeExtend Connect, eyeExtend Ecosystem Limited, and eyeSegment.

SKU(s)	Cloud Hosting Location	License/ Use Right	Meter
FS-ZERO-TRUST-ASSURANCE-1000-1Y-SUB-USA	United States	Subscription	Endpoint
FS-ZERO-TRUST-ASSURANCE-1000-1Y-SUB-GER	Germany	Subscription	Endpoint
FS-ZERO-TRUST-ASSURANCE-1000-1Y-SUB-UK	United Kingdom	Subscription	Endpoint

3.9. Forescout Cyber Risk & Compliance.

Forescout Cyber Risk & Compliance is a Solution Bundle consisting of Software, Cloud Services, and Premium Support Services. Cyber Risk & Compliance includes Forescout eyeSight, eyeControl, eyeRecover, eyeExtend Connect, eyeExtend Ecosystem Limited, eyeScope and eyeFocus.

SKU(s)	Cloud Hosting Location	License/ Use Right	Meter
FS-CYBER-RISK-COMPL-1000-1Y-SUB-USA	United States	Subscription	Endpoint
FS-CYBER-RISK-COMPL-1000-1Y-SUB-CAN	Canada	Subscription	Endpoint
FS-CYBER-RISK-COMPL-1000-1Y-SUB-GER	Germany	Subscription	Endpoint
FS-CYBER-RISK-COMPL-1000-1Y-SUB-UK	United Kingdom	Subscription	Endpoint
FS-CYBER-RISK-COMPL-1000-1Y-SUB-UAE	United Arab Emirates	Subscription	Endpoint
FS-CYBER-RISK-COMPL-1000-1Y-SUB-AU	Australia	Subscription	Endpoint

3.10. Forescout Fly Away Kit Assessment.

Forescout Fly Away Kit Assessment is a Solution Bundle consisting of Software and Premium Support Services and is sold per 1 Unit and cannot be transferred or activated on multiple Units simultaneously. The Fly Away Kit Assessment includes Forescout eyeInspect, eyeSight, eyeControl, eyeRecover, eyeExtend Connect, and eyeExtend Ecosystem and may be used to monitor a Customer Environment

for up to a period of three (3) weeks (the “Monitoring Period”) for the purpose of identifying and assessing the assets within the Customer Environment. At the conclusion of a Monitoring Period the data must be reset and removed from the Unit before starting a new Monitoring Period. The Fly Away Kit Assessment may be used for multiple Monitoring Periods during the Term.

SKU(s)	License/ Use Right	Meter
FS-FAK-ASSESSMENT-1-1Y-TBL	Term-Based License	Unit

4. CLOUD SERVICES.

4.1. Forescout® eyeScope.

The Forescout® eyeScope Cloud Service, provides a unified console for the management of the Forescout 4D Platform™ to provide streamlined enterprise asset management, health management, operational efficiency and executive reporting capabilities.

4.2. Forescout® eyeFocus.

The Forescout® eyeFocus Cloud Service provides visibility to cyber assets to continuously assess and quantify the attack surface presented by these assets, mitigating risk, compliance and exposure through prioritized remediations and automated enforcement. Forescout eyeFocus supports flexible data collection options.

4.3. Forescout® eyeSegment.

The Forescout® eyeSegment Cloud Service provides visibility to relationships between network entities, segmentation policy definition, and simplifies the design, planning and deployment of network segmentation across a multi-vendor infrastructure enabling visualization of traffic flows and policy simulation to provide granular enforcement to reduce cyber risk and operational complexity.

4.4. Forescout® eyeAlert.

Forescout® eyeAlert is a Cloud Service with Premium Support Services available as both a stand-alone Cloud Service and as an elective add-on to any of the Forescout Solution Bundles. Forescout eyeAlert ingests Enriched Logs and correlates threat signals across the Customer Environment to generate high-fidelity, high-confidence detections for analyst investigation. After an Enriched Log is ingested it is immediately searchable for the number of days as specified by each SKU (“**Immediate Search Term**”). After the Immediate Search Term, Enriched Logs are archived and can be searched for the number of days as specified by each SKU following a restore from the archive (“**Archive Search Term**”).

Forescout eyeAlert includes a maximum allowed aggregate average of 0.6 Events per Second (“**EPS**”) per Endpoint per calendar month (“**Aggregate EPS Cap**”). If a Customer’s monthly aggregate average EPS per Endpoint exceeds the Aggregate EPS Cap for 3 consecutive months, Forescout reserves the right to invoice for the Overage, pursuant to the terms of the Agreement.

SKU(s)	Cloud Hosting Location	Search Term (Days)		License/ Use Right	Meter
		Immediate	Archive		
FS-ALERT-1000-1Y-SUB-USA	United States	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-USA	United States	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-USA	United States	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-USA	United States	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-USA	United States	31	365	Subscription	Endpoint
FS-ALERT-1000-1Y-SUB-FED	United States, FedRAMP	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-FED	United States, FedRAMP	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-FED	United States, FedRAMP	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-FED	United States, FedRAMP	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-FED	United States, FedRAMP	31	365	Subscription	Endpoint
FS-ALERT-1000-1Y-SUB-CAN	Canada	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-CAN	Canada	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-CAN	Canada	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-CAN	Canada	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-CAN	Canada	31	365	Subscription	Endpoint
FS-ALERT-1000-1Y-SUB-GER	Germany	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-GER	Germany	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-GER	Germany	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-GER	Germany	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-GER	Germany	31	365	Subscription	Endpoint
FS-ALERT-1000-1Y-SUB-UK	United Kingdom	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-UK	United Kingdom	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-UK	United Kingdom	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-UK	United Kingdom	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-UK	United Kingdom	31	365	Subscription	Endpoint

FS-ALERT-1000-1Y-SUB-UAE	United Arab Emirates	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-UAE	United Arab Emirates	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-UAE	United Arab Emirates	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-UAE	United Arab Emirates	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-UAE	United Arab Emirates	31	365	Subscription	Endpoint
FS-ALERT-1000-1Y-SUB-AU	Australia	7	365	Subscription	Endpoint
FS-ALERT-PRO-1000-1Y-SUB-AU	Australia	31	365	Subscription	Endpoint
FS-ALERT-STORAGE-UPG-1000-1Y-SUB-AU	Australia	0	365	Subscription	Endpoint
FS-ALERT-EPS-UPG-1000-1Y-SUB-AU	Australia	7	365	Subscription	Endpoint
FS-ALERT-PRO-EPS-UPG-1000-1Y-SUB-AU	Australia	31	365	Subscription	Endpoint

5. SOFTWARE.

5.1. Forescout® eyeInspect.

Forescout® eyeInspect provides visualization and tracking capabilities for network configuration and communication flows, complete asset inventory and threat detection for operational technology (OT) and industrial control systems (ICS) assets through passive deep packet inspection of IT/IoMT/IoT/OT protocols with optional active querying of OT/IoT devices and switches, and identification of asset misconfigurations, status changes, anomalies, and threats for OT/ICS assets that could interrupt business operations allowing the quantification of cyber security and business operational risks for those assets while evaluating compliance state with OT/ICS specific threat and vulnerability intelligence.

5.2. Forescout® eyeSight.

Forescout® eyeSight provides discovery, classification and assessment of assets including but not limited to rogue device detection, IoT posture assessment, switch and administration APIs, the ability to launch custom scripts and evaluate responses.

5.3. Forescout® eyeSight Basic.

Forescout® eyeSight Basic is a component of the Forescout Network Security Basic Solution Bundle, providing basic discovery, classification and assessment of assets.

5.4. Forescout® eyeControl.

Forescout® eyeControl provides enforcement of both RADIUS and non-RADIUS based policy-driven network access based on user, device, and posture including the ability to initiate third party remediation systems, installation and updates of anti-virus solutions and other security agents, mandatory applications, services, and processes, automated network and host-based controls and/or actions, termination of unauthorized applications and processes, and disablement of peripheral devices and dual-homed interfaces.

5.5. Forescout® eyeControl Basic.

Forescout® eyeControl Basic is a component of the Forescout Network Security Basic Solution Bundle, providing enforcement of RADIUS based policy-driven network access based on user, device, and posture.

5.6. Forescout® eyeRecover.

Forescout® eyeRecover provides recovery solutions that support the availability of the Forescout 4D Platform™ services to minimize downtime in cases of system failure.

5.7. Forescout® eyeExtend Connect.

Forescout® eyeExtend Connect, provides communication capabilities with third party solutions including the Forescout web API plug-in which allows third party solutions to query and/or update the Forescout 4D Platform™, the Forescout data exchange plug-in which enables the Forescout 4D Platform™ to query and/or update third party servers and services, and access to Integration Applications.

5.8. Forescout® eyeExtend Connect Basic.

Forescout® eyeExtend Connect Basic is a component of the Forescout Network Security Basic Solution Bundle, providing basic communication capabilities for third party solutions to query and/or update the Forescout 4D Platform™ using the Forescout web API plug-in.

5.9. Forescout® eyeExtend Ecosystem.

Forescout® eyeExtend Ecosystem provides security orchestration to share device context, policy enforcement, and other integrations with access to all Integration Modules.

5.10. Forescout® eyeExtend Ecosystem Limited.

Forescout® eyeExtend Ecosystem Limited provides security orchestration to share device context and policy enforcement with access to one (1) Integration Module.

6. PRODUCT-RELATED SERVICES.

6.1. Forescout Assist Services.

Forescout® Assist Services is a Product-Related Service for eyeAlert, sold per Endpoint as a Subscription. Assist Services provides 24/7 cyber security monitoring and human-led threat hunting delivered remotely by Forescout certified security experts. An Entitlement for the Forescout eyeAlert Cloud Service is required for Forescout Assist Services.

SKU(s)	License/ Use Right	Meter
FS-ASSIST-SVCS-1000-1Y-SUB	Subscription	Endpoint

6.2. Forescout Reporting Services.

Forescout® Reporting Services is a Product-Related Service for the CMRS Reporting Integration Application, sold per Endpoint as a Subscription. Reporting Services provides break-fix services for the CMRS Reporting Integration Application which is used for Forescout 4D Platform™ reporting and integration purposes only.

SKU(s)	License/ Use Right	Meter
FS-REPORTING-SVCS-1000-1Y-SUB	Subscription	Endpoint

6.3. Forescout Sentinel Services.

Forescout® Sentinel Services is a Product-Related Service for the Microsoft Sentinel Integration Module, sold as a Flat Fee Subscription. Sentinel Services is designed to streamline the integration of Customer's Forescout generated data with Customer's Microsoft Sentinel cloud-based service. Sentinel Services is tailored for organizations looking to enhance their cybersecurity posture through effective data management and compliance. Sentinel Services will guide Customer through the integration process, providing a standard workbook configuration that aligns with basic reporting and compliance requirements.

SKU(s)	License/ Use Right	Meter
FS-SENTINEL-SVCS-FF-1Y-SUB	Subscription	Flat Fee

6.4. Forescout Sentinel Services Advanced.

Forescout® Sentinel Services Advanced is a Product-Related Service for the Microsoft Sentinel Integration Module that includes all of the capabilities of Forescout Sentinel Services. In addition, Sentinel Services Advanced includes advanced customization of the workbook, tailored to meet specific organizational configurations and needs to address complex compliance requirements.

SKU(s)	License/ Use Right	Meter
FS-SENTINEL-SVCS-ADV-FF-1Y-SUB	Subscription	Flat Fee

7. SUPPORT SERVICES.

7.1. Forescout Hardware Support Services.

Forescout® Hardware Support Services is a Premium Support Service sold per 1 Unit as a Subscription that provides technical support assistance and Fixes (including RMA services) for Defective Hardware. Hardware Support Services are available for purchase for the Support Period for the Hardware. If the Hardware has reached its end of Support Period as described in Forescout's then-current End of Life Policy and Customer has purchased, and Forescout has agreed to provide, a Special Support Period Customer must purchase FS-EOL-HW-1-1Y-SUB for the Hardware with a Special Support Period in order to receive RMA services.

SKU(s)	License/ Use Right	Meter
FS-4130-HW-1-1Y-SUB	Subscription	Unit
FS-5120-HW-1-1Y-SUB	Subscription	Unit
FS-5140-HW-1-1Y-SUB	Subscription	Unit
FS-5160-HW-1-1Y-SUB	Subscription	Unit
FS-6120-HW-1-1Y-SUB	Subscription	Unit
FS-6140-HW-1-1Y-SUB	Subscription	Unit
FS-6160-HW-1-1Y-SUB	Subscription	Unit
FS-EOL-HW-1-1Y-SUB	Subscription	Unit

7.2. Forescout Gold, Platinum, and Diamond.

Forescout Gold, Platinum, and Diamond are Enhanced Support Services add-ons sold as a Flat Fee Subscription. Delivery of Gold, Platinum, and Diamond is subject to Customer maintaining current Support Services for all Products.

SKU(s)	License/ Use Right	Meter
FS-GOLD-FF-1Y-SUB	Subscription	Flat Fee
FS-PLATINUM-FF-1Y-SUB	Subscription	Flat Fee
FS-DIAMOND-FF-1Y-SUB	Subscription	Flat Fee

7.3. Forescout Adoption.

Forescout Adoption is an Enhanced Support Services add-on which can be sold as a Flat Fee or per 1,000 Endpoints. Adoption sold as a Flat Fee are for Customer Environments with 50,000 Endpoints or less. Enterprise Adoption sold per 1,000 Endpoints are for Customer Environments with more than 50,000 Endpoints. All Adoption Enhanced Support Services are sold as a Subscription. The Term for new Adoption will start fifteen (15) days from the date Forescout processes the Order. The Term for renewals of Adoption will start the day following the expiration of the current Adoption. Delivery of Adoption is subject to Customer maintaining current Support Services for all Products.

Each Forescout Adoption Enhanced Support Service SKU is specific to Customer's use cases and Products purchased and must align with Customer's purchased Forescout Solution Bundle.

SKU(s)	License/ Use Right	Meter
FS-ADOPTION-BASIC-FF-1Y-SUB	Subscription	Flat Fee
FS-ADOPTION-CORE-FF-1Y-SUB	Subscription	Flat Fee
FS-ADOPTION-AUTO-CTRL-FF-1Y-SUB	Subscription	Flat Fee
FS-ADOPTION-CYBER-ASSURANCE-FF-1Y-SUB	Subscription	Flat Fee
FS-ENTR-ADOPTION-BASIC-1000-1Y-SUB	Subscription	Endpoint
FS-ENTR-ADOPTION-CORE-1000-1Y-SUB	Subscription	Endpoint
FS-ENTR-ADOPTION--AUTO-CTRL-1000-1Y-SUB	Subscription	Endpoint
FS-ENTR-ADOPTION-CYBER-ASSURANCE-1000-1Y-SUB	Subscription	Endpoint
FS-ADOPTION-OTSEC-CORE-FF-1Y-SUB	Subscription	Flat Fee
FS-ADOPTION-ZERO-TRUST-ASSURANCE-FF-1Y-SUB	Subscription	Flat Fee
FS-ADOPTION-CYBER-RISK-COMPL-FF-1Y-SUB	Subscription	Flat Fee
FS-ENTR-ADOPTION-OTSEC-CORE-1000-1Y-SUB	Subscription	Endpoint
FS-ENTR-ADOPTION-ZERO-TRUST-ASSURANCE-1000-1Y-SUB	Subscription	Endpoint
FS-ENTR-ADOPTION-CYBER-RISK-COMPL-1000-1Y-SUB	Subscription	Endpoint

7.4. Forescout Resident Engineer.

Forescout® Resident Engineer is an Enhanced Support Service add-on sold as a Flat Fee Subscription. The Term for a new Resident Engineer will start fifteen (15) days from the date Forescout processes the Order. The Term for renewals of a Resident Engineer will start the day following the expiration of the current Resident Engineer. Delivery of a Resident Engineer is subject to Customer maintaining current Support Services for all Products.

SKU(s)	License/ Use Right	Meter
FS-RESIDENT-ENGINEER-FF-1Y-SUB	Subscription	Flat Fee

Exhibit 2

Support Services Policy

This document (“**Support Services Policy**”) governs the Support Services as purchased by Customer pursuant to and subject to the terms of the Forescout Technologies, Inc. (“**Forescout**”) End User License Agreement (“**EULA**”) above (“**Agreement**”). This Support Services Policy is in addition to and supplements the Agreement. Capitalized words used herein and not otherwise defined shall have the meaning set forth in the Agreement.

Upon Customer’s purchase of Support Services, Forescout will make commercially reasonable efforts to resolve Customer support Issues in accordance with this Support Services Policy. Customer acknowledges that the timeline for Issue resolution depends on the Severity level, Issue complexity, availability of a workaround, and the availability of customer provided information and systems required to determine the cause of the Issue. All Support Services shall be conducted in English. Forescout reserves the right to unilaterally update this Support Services Policy by posting updates at www.forescout.com/legal or in the Forescout Community Portal, and all changes will take effect upon commencement of the new term.

1. FORESCOUT SUPPORT CONTACT INFORMATION:

Forescout Community Portal: <https://support.forescout.com/>

By phone: 1-866-377-8773 (U.S.) or +1-708-237-6591 (International)

2. DEFINITIONS.

“**Support Services**” means Forescout’s technical support and maintenance services as described in this document.

“**Defective Appliance**” means any Appliance, as determined by Forescout, whereby a characteristic of the Appliance hinders its usability for the purpose for which it was designed and manufactured.

“**Issue**” means any of the four (4) issue severity levels in the table in Section 4 of the Support Services Policy.

“**Fix**” means the repair or replacement of Product(s), including the Appliance, or the repair or replacement of the object or executable code of the Software, to remedy an Issue.

“**Workaround**” means a change in the procedures or instructions provided by Forescout to Customer in writing to avoid an Issue without substantially impairing Customer’s use of the Products.

3. PREMIUM SUPPORT SERVICES.

All Customers must purchase Premium Support Services for all acquired Forescout Products and Appliances. Forescout shall use commercially reasonable efforts to provide Premium Support Services for the term, which includes the following:

- Technical support assistance twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- Software Upgrades, Fixes and Workarounds.
- Up to one (1) health check per year which includes an evaluation of Customer’s implementation and a written summary.
- Upgrade planning and assistance, including a pre-Upgrade checklist.
- Reactive configuration and policy tuning assistance (up to forty-eight (48) hours annually).
- Pro-active support, which may include a review of Customer’s current architecture, enablement of device visibility and control policies, or implementation planning for Customer’s Forescout Product use cases (up to twenty-four (24) hours annually).
- Access to self-guided e-learning in Forescout Academy.

In the event Customer does not purchase Premium Support Services or Customer’s Premium Support Services term has expired or is otherwise no longer valid, and Customer downloads Software Upgrades that Forescout makes generally available under Premium Support Services, Forescout or the Forescout Partner will invoice Customer, and Customer agrees to pay, for the then-current list price for one (1) year of Premium Support Services fees.

4. ISSUE SEVERITY LEVELS AND INITIAL RESPONSE TIMES.

PREMIUM SUPPORT SERVICES		
ISSUE SEVERITY LEVEL	ISSUE SEVERITY LEVEL DEFINITION	INITIAL RESPONSE TIMES
SEV 1 Critical	Functionality is severely impacted. One or more Forescout branded Products or Cloud Services in Customer's production environment is in a down state and as a result, Customer is unable to manage mission critical elements of its infrastructure.	<1 Hour 24 x 7 x 365
SEV 2 High	Functionality is impacted. Major functionality of the Forescout branded Product or Cloud Service is running in a diminished state that does not result in an outage, or a circumstance, in Forescout's sole reasonable discretion, if not corrected, could result in an outage impacting Customer.	<3 Hours 24 x 7 x 365
SEV 3 Medium	Functionality is impeded. An important function in the Forescout branded Product or Cloud Service is experiencing an intermittent problem or a non-essential operation is failing consistently, however the Product or Cloud Service remains operable with little or no impact to functionality.	<8 Hours 24 x 7 x 365
SEV 4 Low	Functionality is not affected, but symptoms exist. Nominal impact request. For example, a request for Software or Documentation, aesthetic issues in the Product or Cloud Service, assistance with license activation, password resets, and other non- critical questions.	1 Business Day

The End of Sale (EOS) notice for Forescout's Basic and Advanced Support Services ("Support Services EOS") can be found here [Support Services EOS](#). Forescout's previous Support Services-Maintenance and Support Policy can be found here [Support Services-Maintenance and Support Policy](#). Any exceptions to Forescout's Support Services EOS are at Forescout's sole discretion.

5. SUPPORT SERVICES PROCESS.

- Customer may report an Issue to Forescout either through the Customer Support Portal or by telephone. All inquiries to Forescout must be made by Customer's authorized contact person.
- Once a ticket is generated for an Issue, Forescout will assign a Severity Level to the Issue and, Forescout will update Customer as needed, per severity level, or as agreed, until the ticket is closed.
- When a troubleshooting session is held between Forescout and Customer, verbal communication is supplemented by a "chat box" where the dialog that is taking place is typed by the speaking party into the chat box. This is required to minimize any verbal language barriers.
- If Forescout fixes an Issue in the most current Software release, then Forescout shall have no obligation to fix the same Issue in any prior Software release. Customer acknowledges that Customer will need to upgrade to the current Software release to obtain the benefit of such Fix.

6. CUSTOMER RESPONSIBILITIES.

- Customer agrees to: (i) ensure that its environment complies with all applicable Forescout published system specifications as set forth in the Documentation; (ii) follow Forescout's procedures, including those specified herein, when contacting Forescout Support; (iii) provide Forescout reasonable access to all necessary information, systems, and personnel to resolve Issues; (iv) promptly implement all Software Upgrades and Fixes provided by Forescout under this Agreement; and (vi) use reasonable efforts to internally resolve any questions prior to contacting Forescout Support.
- Customer is responsible for providing sufficient information and data as reasonably requested to allow Forescout to correct the Issue. Customer acknowledges that Forescout will not be responsible for any loss or damage resulting from a failure by Customer to provide such information or data, or otherwise assist Forescout as and when reasonably requested. If Forescout determines that any Issue reported by Customer is not an Issue caused by the Products, Forescout will notify Customer and will have no further obligation to remedy the Issue.

- During the Support Services term, Forescout may collect information regarding Customer's support inquiries and communications. Customer agrees that, as a condition to entering into this Agreement and Forescout's commitment to providing Support Services, Forescout may use such information to generate aggregate data so long as the source or content of the communications are not disclosed.
- If Customer moves or re-locates an Appliance to a country that is different from the country of its previous or original location, Customer must promptly notify Forescout in writing or by emailing Forescout at HWTransfer@forescout.com and include the following minimum information: (i) the Customer name, (ii) the Appliance serial number, and (iii) the address and country of the Appliance's new location.
- Customer acknowledges and agrees that failure to provide the notice may diminish Forescout's ability to provide Support Services under this Agreement, including meeting any timescales specified herein.

7. ENHANCED SUPPORT SERVICES.

Forescout Enhanced Support Services are sold as an add-on to Premium Support Services and are designed to help customers maintain a healthy implementation and adoption of their Forescout Products to address evolving business needs ("**Enhanced Support Services**"). These Enhanced Support Services are ideal for complex environments, health checks, best practices implementation support, maturity assessments, and advanced use-case planning, as well as optimizing visibility, classification, compliance and supporting Customer's security goals. All Enhanced Support Services are offered on a per year basis, will be pro-rated and available to Customer for the term, are delivered remotely, and require Customer to have a valid Entitlement to Premium Support Services for all of Customer's Products and Appliances.

7.1. Gold, Platinum, and Diamond Enhanced Support Services add-on.

Upon purchase of the Gold, Platinum, or Diamond Enhanced Support Service add-on, Forescout will provide the services as detailed below.

Service	Gold	Platinum	Diamond
Technical account management: technical resource to support Customer's monitoring, tuning and administration of Forescout Products	Up to 80 hours	Up to 384 hours	Up to 768 hours
Customer success support: critical incident management, align activities to requirements	Included	Included	Included
Health check(s): includes an evaluation of Customer's implementation and a written summary	Up to 1 per year	Up to 2 per year	Up to 2 per year
Upgrade support: Upgrade planning and assistance, pre-Upgrade checklist, support during the Upgrade process as needed, and post-Upgrade validation review and stability check	Included	Included	Included
Service	Gold	Platinum	Diamond
Configuration support: annual proactive and reactive configuration and policy tuning assistance	Up to 48 hours	Up to 60 hours	Up to 60 hours
Hardware refresh support: planning and guidance support to help replace EOL Appliances with Customer's new Forescout Appliances	Included	Included	Included
Advisory support: annual proactive support, which may include a review of Customer's current architecture, advice on policy design, device visibility, classification and enforcement, implementation planning, customized dashboards and recommendations on advanced use cases.	Up to 36 hours	Up to 48 hours	Up to 96 hours
Certified training: Forescout certified instructor led training, delivered virtually, including one exam attempt for either associate or professional level	Up to 1 per year	Up to 2 per year	Up to 2 per year
E-Learning: access to premium e-learning in Forescout Academy, with 24 hours of lab access, per student per year	Up to 5	Up to 10	Up to 10
Hands-on training: reverse shadowing with a professional support engineer	-	Included	Included
Support trends: reporting to understand themes and identify actions to	-	Included	Included

mitigate future issues			
Maturity assessment: a report which will describe findings and recommendations for Customer to leverage in their implementation, including any necessary changes to improve current functionality and assess readiness and pre-requisites to advance security posture with expanded use cases	-	Included	Included
Policy assessment: annual assessment to mature Customer's implementation by identifying gaps and recommending improvements for policy optimization, leveraging advanced integrations, process flow and use cases	-	Up to 40 hours	Up to 40 hours
Optimization support: annual assistance with implementation of recommendations from the Maturity and Policy Assessment	-	Included	Included
Workshop: architecture workshop and operational runbook	-	Included	Included

7.2. Adoption Enhanced Support Services add-on.

Forescout offers various Adoption Enhanced Support Services add-ons which are specific to the Customer's use cases and Products purchases. Upon purchase of one of the Adoption Enhanced Support Services add-ons, Forescout will provide the services remotely as detailed below based on the specific Adoption Enhanced Support Services add-on purchased.

- Customer success services.
- Policy optimization, configuration, advanced classification, and, if applicable, segmentation services.
- Collaboration to identify and document criteria for Product adoption and Customer maturity.
- A documented architecture design workshop.
- Operational guidance for Customer specific use cases based on Forescout best practices.
- Alignment on Customer outcomes with evolving security goals and threats.
- An adoption assessment and product roadmap review to enhance Customer's security posture using the latest Forescout capabilities.

7.3. Resident Engineer Enhanced Support Services add-on.

Forescout Resident Engineer is an Enhanced Support Services add-on designed to help augment Customers' team with a dedicated technical expert to support Customer's Forescout Products. The Forescout Resident Engineer is a full-time resource available remotely for up to 1,800 hours per year (an average of 150 hours per month), to support Customer with configuration, troubleshooting and general administration and sustainment of Customer's Forescout Products. The Forescout Resident Engineer may perform the following:

- Maintain and update Forescout configurations as needed, including network segments, switch integrations, wireless integrations, and VPN integrations.
- Track internal cases opened with Customer's help desk as a result of a Forescout Issue and adhere to change management process as specified by Customer.
- Help identify and solve technical problems and interface with Forescout for any Issues.
- Review, define and/or apply policies in accordance with Customer's business requirements.
- Participate in project meetings and conference calls to provide ongoing status reports that summarize outstanding issues and project plans.
- Teach Customer how to use the Forescout Products and provide tailored training and guidance.
- Communicate the latest Forescout Fixes, functionality, versions, and capabilities.
- Liaise between the technical and business sides of the project, translating complex technical concepts into business terms to expedite Customer's return on investment.
- Assist with operational and technical documentation as it relates to Customer's Forescout deployment.

8. DEFECTIVE APPLIANCE REPLACEMENT.

- Forescout will provide a replacement for a Defective Appliance in advance of Customer's return of the Defective Appliance (the "**Replacement Appliance**"), provided that Customer promptly notifies Forescout in writing of such defect and requests a Return Material Authorization ("**RMA**") and Forescout approves the RMA request and issues an RMA number.
- Forescout will deliver the Replacement Appliance within two (2) business days from Forescout's issuance of the RMA number for shipments to U.S. locations. To ensure the foregoing delivery times, Forescout must have issued the RMA number to

Customer by 12pm PT. Forescout does not guarantee delivery times for shipments outside the U.S. as transportation issues, alternative routing, and customs clearance may delay delivery. With respect to the FS-HW-2130, Forescout will provide a Replacement Appliance for three (3) years from the shipment date of the original Appliance provided Customer has a valid Support Services Entitlement for the associated Software.

- Customer shall repack the Defective Appliance in a Forescout carton (provided with the Replacement Appliance) to protect it from damage while in transit. Customer shall ship the Defective Appliance to Forescout, with the RMA number clearly displayed on the exterior of the package.
- If, after attempting to repair the Defective Appliance, Forescout finds no Issue in the Defective Appliance, Forescout or the Forescout Partner may invoice Customer, and Customer agrees to pay, a replacement fee equal to the then-current list price of the Replacement Appliance.
- If Forescout does not receive the Defective Appliance incorporating all original components delivered by Forescout, including, without limitation, hard drives, power supply and small form factor pluggable (SFPs), within thirty (30) days of Forescout's issuance of the RMA number, Forescout or the Forescout Partner may invoice Customer, and Customer agrees to pay, a replacement fee equal to the then-current list price of the Replacement Appliance or components. At Forescout's sole discretion, the return requirement for the Defective Appliance or its components may be waived.
- If an Appliance has reached its end of Support Period ("**EOL Appliance**") as described in Forescout's then-current End of Life Policy, the EOL Appliance is no longer eligible for Support Services or RMA. In the event Forescout, in its sole discretion, agrees to extend Support Services for the EOL Appliance for a period set forth in an accepted Order (the "**Special Support Period**") the extension offered through the Special Support Period is subject to Customer maintaining a valid and current support agreement including payment in full of all applicable fees. RMA shall not be provided during the Special Support Period unless Customer's accepted Order also included EOL Appliance fees.

9. EXCLUSIONS.

- Forescout shall have no obligation to provide Support Services in the following events: (i) Product(s) or Appliance(s) are altered or damaged by acts not attributed to Forescout; (ii) Customer installs or uses the Products (or any portion thereof) with other hardware or software not authorized by Forescout, as set forth in the Documentation; (iii) the Software or Appliance is no longer supported in accordance with Forescout's [End of Life Policy](#) ("**End of Life Policy**"); (iv) any Issues caused by Customer's negligence, abuse, misapplication, or use contrary to the written instructions specified by Forescout or as expressly specified in the applicable Documentation or the explicit written direction of Forescout; (v) any Issues caused by circumstances beyond Forescout's control; (vi) any Issues related to unauthorized access or any security breach to Customer's network; (vii) Customer is not current on its Support Services payments; (viii) Customer has exceeded the applicable Entitlement or does not have a valid Entitlement; (ix) Customer's failure to implement Upgrades to the Software made available under this Agreement; (x) any Issue that is not reproducible by Forescout or that Customer cannot otherwise document; (xi) any Issues with the Products or Appliances caused by a third party service provider; (xii) Customer does not dedicate required resources (CPU, memory, storage) as stated in the Documentation for each virtual or cloud deployed instance; dedicated means sufficient resources are fully reserved/mapped to each virtual or cloud instance, respectively, with no ability to share the same resources across other compute workloads; or (xiii) Customer has not purchased the flexible deployment right in lieu of Forescout Appliance(s).
- Forescout will have no obligation to provide Support Services for Software or related Cloud Services in the event that Customer deploys the Software on an EOL Appliance that is no longer supported by Forescout in accordance with Forescout's then-current End of Life Policy.
- In addition, Forescout shall have no obligation to support any third-party software or hardware, whether or not such third-party software or hardware is provided by Forescout.

Exhibit 3

Forescout End-of-Life Policy¹

Forescout strives to deliver innovative products that create value for our customers, and as such periodically releases new products or product versions. Therefore, as part of a product's lifecycle, older product versions eventually reach their natural end of life. It is Forescout's goal to make this process as transparent as possible to our customers and partners, thereby enabling them to plan for upgrades, migrations and purchases associated with their Forescout environment.

This end-of-life policy ("EOL Policy") outlines the Product support lifecycle and guidelines for the Forescout product line (excluding third- party products made available to Customers by Forescout) as may be further described by and subject to Forescout's Documentation. This EOL Policy applies only to Software and Products, including hardware Appliances, under a valid maintenance and support agreement ("Support Services") and Cloud Services that include Support Services. Forescout reserves the right to modify this EOL Policy at any time upon notice through the Customer Portal, or by email notification to Customer or its Forescout Partner ("EOL Notification Date"). No subscriptions, term-based licenses or Cloud Services (including renewals) with a Term extending beyond the Last Day of Support will be sold after the EOL Notification Date.

Software compatibility with third-party products is documented in the Compatibility Matrix [portal](#). Capitalized terms used but not defined herein shall have the meaning set forth in Forescout's End User License Agreement above.

Hardware Support Lifecycle

- Forescout will provide a replacement for any defective Forescout-branded hardware Appliance or its components for five (5) years from the original Appliance Shipment Date, except that, with respect to the FS-HW-4130-OT and FS-HW-4130-IT Appliances, Forescout will only provide a replacement for any defective Appliance or its components for three (3) years from the Shipment Date ("Support Period"). With respect to the FS-HW-2130 and the FS-HW-MDX600S sensors, Forescout will provide a replacement for the defective hardware Appliance for three (3) years from the Support Period. The clock for the Support Period will not reset upon Customer's receipt of a replacement sensor via RMA.
- At its sole discretion, Forescout will replace any defective Appliance with a similar or functionally equivalent (new or reconditioned) replacement.
- Excluding the exceptions set forth in this EOL Policy, Forescout will provide warranty support for a hardware Appliance during the Support Period.
- Forescout will provide reasonable notice of the End of Sale ("EOS") date for a hardware Appliance. The EOS date refers to the date after which Customer may no longer purchase a particular hardware Appliance or sensor. Forescout may also choose to designate a last supported Software version for any EOS hardware Appliance or sensor, or support may be offered at a limited support level, as set forth in Forescout's Software Support Policy.
- Support for Software installed on a hardware Appliance or sensor will be subject to the EOL Policy for the version of the Software Customer chooses to install. Customers may be required to update to newer versions of the installed Software to receive continued software support.
- Exceptions are at the sole discretion of Forescout and documented on the Forescout End-of-Life website at <https://www.forescout.com/support-hub/end-of-life/>.

Software Support Lifecycle

- Forescout will provide technical assistance, Software updates and upgrades, bug fixes, and workarounds for bugs. With respect to the FS-HW-2130 and the FS- HW-MDX600S sensors, Customer must purchase a Support Services contract for the software that is licensed for the sensors, in order to obtain warranty support Software updates and upgrades, bug fixes, and workarounds for bugs.
- Definitions of the Severity levels are located [here](#).
- Forescout general availability (“GA”) Software feature releases are numbered x.y.z, where “x” and “y” represent major and minor feature releases, and “z” represents interim releases.
- Maintenance releases, if necessary, are designated with a fourth position “n” and consist of hotfixes required sooner than an interim release is made available. Neither interim nor maintenance releases are included in the determination of a Software feature release’s end-of- life schedule.
- For the Forescout proprietary Software: Forescout will provide full support of the GA Software major and minor feature releases for twenty-four (24) months following the initial date of release (“Full Support”). Full Support includes support of a certain feature version, which includes investigation, troubleshooting, workarounds, bug fixes and security vulnerability fixes. Fixes may require customer to upgrade the Software.
- Full Support for Software feature releases are comprised of updates, fixes, and enhancements delivered in a single installable package. Full Support provides Severity 1, 2, 3 and 4 field bug and security vulnerability fixes that are delivered through major or minor releases.
- Limited support provides Severity 1 and 2 field bug and security vulnerability fixes that are delivered mainly through hotfixes for an additional twelve (12) months after the end of Full Support (“Limited Support”).
- Interim releases may be provided to consolidate hotfix and small feature updates outside of a major/minor release (“Interim Release”). Interim Releases (including but not limited to hotfixes) may be delivered during the Full Support or Limited Support periods but do not extend the overall end-of-life support period.
- Software updates will end at the end of Limited Support, thirty-six (36) months after the last major/minor Software feature release GA date (“Last Day of Support”).
- A current Software version is defined as the most recent release of the Forescout proprietary Software. Feature enhancements will only be provided in the current Software version.
- eyeExtend Modules: As part of the Forescout proprietary Software, we offer eyeExtend modules that are available at an additional cost. Forescout supports module versions certified to work with currently supported Forescout Software releases as identified in the Documentation and Forescout Compatibility Matrix. At the time a Forescout proprietary Software version reaches end-of-life, any eyeExtend module running solely on that version of the Software will also reach end of life. At Forescout’s sole discretion, and with reasonable notice, the support of eyeExtend modules may be further limited, as required.
- In addition, third-party vendor changes to the availability or support for features of third-party products that integrate with an eyeExtend module may result in the reduction or elimination of maintenance and support for the third-party product. Forescout may also choose to end-of-life an eyeExtend module due to market demand or technical feasibility, and in doing so will make reasonable efforts to notify impacted customers. eyeExtend Modules will be supported for twelve (12) months from the posted end-of-life date for the affected module.

Credits

If Customer has prepaid a fee for Usage Rights to Cloud Services that become EOL before the expiration of the Term, Forescout will use commercially reasonable efforts to transition Customer to a substantially similar Product. If Forescout does not have a substantially similar Product, then Forescout will credit Customer or its Forescout Partner, as applicable, for any unused portion of the prepaid fee for the Products declared EOL (“EOL Credit”). The EOL Credit will be calculated from the last date the applicable Product is available to the last date of the applicable Term. Such EOL Credit can be applied towards the future purchase of Products.

Compatibility Matrix Validation

Forescout provides a Compatibility Matrix [portal](#) to list the third-party hardware and software products that have been validated for access from our proprietary Software. Because they are built and maintained by third-party vendors, thus out of Forescout’s control, we will apply the same EOL Policies as we do for our Software (36-month maximum) or 2 major vendor releases, unless the vendor has

declared the product end of life (by their published definition). At the third-party vendor's end-of-life we will also discontinue support for the applicable Forescout Hardware and/or Software. We will continue to list the third-party device or software at the level last published in an Archive section of our Compatibility Matrix but will no longer test for compatibility.

3rd Party Software Status	Support Level
Current software/firmware	Active support
Software/firmware not EOL, yet >36 months since release	Active support of 2 major versions
Vendor software/firmware at EOL	No support, archive in Compatibility Matrix

A list of currently supported Forescout Software feature releases and accompanying end of support dates (if applicable) is available [here](#). A Compatibility Matrix that lists which versions of third-party hardware and software that are validated for integration with currently supported Forescout feature releases is available [here](#).

¹ For Forescout's prior End of Life Policy please click here:

<https://www.forescout.com/company/legal/forescout-end-of-life-eol-policy/september-28-2022>

Exhibit 4

ForeScout Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of the End User License Agreement (“EULA”) or other written or electronic agreement (both collectively referred to herein as the (“Agreement”)) between ForeScout and Customer to reflect our agreement regarding the processing of Personal Data. This DPA describes the commitments of ForeScout and Customer concerning the processing of Personal Data in connection with the use of ForeScout Services. References to the Agreement shall include this DPA.

This DPA will be effective on the effective date of the Agreement. If Customer makes any deletions or other revisions to this DPA, and such deletions or revisions have not been expressly authorized by ForeScout, then this DPA shall be null and void.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. Definitions

Capitalized terms used herein and not defined have the meaning ascribed to such terms in the Agreement. The terms “Process/Processing,” “Data Controller,” “Member State,” “Data Processor,” and “Data Subject” will have the meanings ascribed to them in the GDPR.

“Account Data” means information and Personal Data about Customer that Customer provides to ForeScout in connection with the creation or administration of its ForeScout accounts, or to complete the contracting process.

“Authorized Employees” means ForeScout’s employees or contractors who have a need to know or otherwise access Personal Data to enable ForeScout to perform its obligations under the Agreement.

“Authorized Persons” means (i) Authorized Employees; (ii) ForeScout’s contractors, consultants or partners who have a need to know or access Personal Data; and (iii) ForeScout’s Subprocessors.

“Applicable Data Protection Laws” means European Data Protection Laws and the CCPA, where applicable to the processing of Customer Personal Data under this DPA.

“CCPA” means the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020, including all regulations promulgated thereunder as amended from time to time.

“Customer Personal Data” means Personal Data provided by Customer to ForeScout by, or on behalf of, Customer through the use of the Services. Customer Personal Data does not include Account Data.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the Processing of Personal Data and on the free movement of such data.

“ForeScout Services” or “Services” means the network security solutions, customer support services or Professional Services provided under the Agreement where ForeScout Processes Customer Personal Data.

“Personal Data” will have the meaning ascribed to the term in the GDPR, as such Personal Data is received by

Forescout by or on behalf of Customer and Processed in connection with the Forescout Services.

"Personal Data Breach" means a breach of security of the Forescout Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

"Standard Contractual Clauses" or **"Clauses"** means the agreement by and between Forescout and Customer pursuant to the European Commission's decision of 4 June 2021 on Standard Contractual Clauses under the European Commission's Implementing Decision 2021/914 for the transfer of Personal Data to Data Processors established in third countries that do not ensure an adequate level of data protection.

"Subprocessor" means any Processor engaged by Forescout to Process Customer Personal Data as part of the Forescout Services. For the avoidance of doubt, colocation data center facilities and transit providers are not Subprocessors under this DPA.

"Technical and Organizational Security Measures" or **"Security Measures"** means those measures aimed at protecting Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing.

2. Applicability and Scope of this DPA

This DPA applies only to the extent that Forescout Processes Customer Personal Data for the provision of Forescout Services.

3. Governing Terms

With respect to the Agreement:

- 3.1. General terms and conditions of the Services are specified in the Agreement.
- 3.2. The Services are governed both by the terms of the Agreement and those of this DPA.
- 3.3. If there is a conflict between any provision or component of the Agreement and a provision or component of this DPA or the Standard Contractual Clauses as applied to the Processing of Personal Data, the terms of this DPA will prevail over the conflicting terms in the Agreement.

4. Details of the Processing

- 4.1 Customer, as a Data Controller, appoints Forescout, as a Data Processor, to Process the Personal Data on Customer's behalf pursuant to the Agreement to provide Forescout Services. In some circumstances, Customer may be a Data Processor; in such case, Customer appoints Forescout as a Subprocessor. In both cases, Forescout remains a Processor with respect to Customer Personal Data for the Processing activities under this DPA.
- 4.2 Customer and Forescout agree that they are independent Data Controllers with respect to the Processing of Account Data. Forescout and Customer will comply with their obligations as a Controller and agree to provide reasonable assistance to the other party when required by Applicable Data Protection Laws.

5. Customer Responsibilities

- 5.1 Customer agrees that it will comply with its obligations under Applicable Data Protection Laws in its collection of Personal Data, and that it has provided notice and obtained necessary consents and rights under Applicable Data Protection Laws for Forescout to Process and store the Personal Data for the provision of Services pursuant to the Agreement. Customer further agrees that it is responsible for: (i) reviewing the information made available by Forescout relating to security and making an independent determination as to whether the Service's meet Customer's requirements and obligations under Applicable Data Protection Laws; (ii) its secure use of the Services; and (iii) it will notify Forescout if it is unable to comply with its obligations under the Applicable Data Protection Laws or its processing instructions will cause Forescout or its Subprocessors to be in breach of such laws.
- 5.2 Customer is responsible for determining whether the Services are appropriate for the storage and

Processing of Customer Personal Data and agrees to the extent that it controls the Personal Data provided to ForeScout, it will control and limit such Personal Data to that necessary to perform the requested Services.

6. ForeScout Responsibilities

- 6.1 ForeScout shall Process the Personal Data only for the purposes set forth in the Agreement or this DPA in accordance with Applicable Data Protection Laws and the documented instructions from Customer, as modified in writing from time to time by the parties, unless required to do otherwise by applicable law to which ForeScout is subject. In such a case, ForeScout shall inform Customer of that legal requirement before Processing, unless that law prohibits the provision of such information on important grounds of public interest. ForeScout will notify Customer if it makes the determination that it cannot or can no longer comply with its obligations under this DPA or Applicable Data Protection Laws.
- 6.2 ForeScout shall take reasonable steps to ensure that its Authorized Employees receive appropriate training regarding their responsibilities and obligations with respect to the Processing, protection, and confidentiality of the Personal Data. ForeScout further agrees to limit access to Customer Personal Data to Authorized Persons.

7. Security

- 7.1 ForeScout will implement and maintain appropriate Technical and Organizational Security Measures to protect against Personal Data Breaches and to preserve the security, integrity, accessibility and confidentiality of Customer Personal Data processed by ForeScout in the provision of the ForeScout Services as described in Annex II. These Security Measures are subject to appropriate technical progress and development. ForeScout may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the ForeScout Services and that ForeScout shall promptly notify Customer of any materially adverse variation in the Security Measures that may threaten the security of Personal Data.
- 7.2 Customer agrees that it is solely responsible for its use of the ForeScout Services, including securing its account authentication credentials (as applicable), and that ForeScout has no obligation to protect Personal Data that Customer elects to store or transfer outside of ForeScout's or Authorized Person's systems (e.g., offline or on-premise storage).

8. Subprocessors

- 8.1 ForeScout may engage Subprocessors (including ForeScout's affiliates) to provide aspects of the ForeScout Services and related technical support services, provided that such Subprocessors provide sufficient guarantees to implement appropriate Technical and Organizational Security Measures substantially similar to those maintained by ForeScout. The Subprocessors currently engaged by ForeScout are identified in Annex III of this DPA. For avoidance of doubt, acceptance of this DPA serves as written acceptance of ForeScout's currently engaged Subprocessors as listed. Any such Subprocessors will be permitted to obtain Customer Personal Data only to deliver the services ForeScout has retained them to provide, and they are restricted from using Customer Personal Data for any other purpose.
- 8.2 ForeScout maintains an updated list of Subprocessors available on request by contacting privacy@forescout.com. Customer may receive notifications of new Subprocessors and updates to existing Subprocessors by emailing privacy@forescout.com to request notifications via email using the process identified on the Subprocessor list in Annex III. ForeScout will update the website to notify Customer if it adds any new Subprocessors at least thirty (30) days prior to allowing such Subprocessor to process Customer Personal Data. Customer may object to ForeScout's appointment of a new Subprocessor within ten (10) calendar days of such notice, provided that such objection is based on reasonable grounds related to data protection. The parties will discuss such reasonable objection in good faith with a view to resolving such objections. Where an alternative cannot be made available to Customer within ninety (90) days of Customer providing notice of objection, Customer's sole remedy is to terminate the Agreement to the extent that it relates to the ForeScout Services which require the use of the proposed Subprocessor.

9. Data Subjects' Requests

- 9.1 Forescout shall assist Customer, at no additional cost, as reasonably practicable, in the fulfilment of Customer's obligation to respond to requests by Data Subjects for exercising their rights of access, correction, objection, erasure, and data portability, as applicable. Forescout shall respond to Customer's request for assistance in responding to a request from a Data Subject under Applicable Data Protection Laws promptly after receiving Customer's written notice.
- 9.2 If the Data Subject makes a request directly to Forescout, Forescout shall promptly inform Customer by providing a copy of the request. Customer shall be responsible for responding to the Data Subject's request, and Forescout shall assist as set forth above.

10. Oversight

- 10.1 Forescout shall deal promptly and properly with all inquiries from Customer relating to its Processing of the Personal Data.
- 10.2 Forescout shall make available to Customer on request information and written documents reasonably necessary to demonstrate compliance with the obligations set forth in this DPA.
- 10.3 Forescout shall provide written responses (on a confidential basis) to reasonable requests for information made by Customer related to Forescout's Processing of Customer Personal Data, including responses to information security and audit questionnaires that are necessary to confirm Forescout's compliance with this DPA, once in any twelve (12) month period or in response to a confirmed Personal Data Breach affecting Customer Personal Data.
- 10.4 To the extent required by Applicable Data Protection Laws, Forescout shall allow for and contribute to audits, including inspections, conducted by Customer or another auditor, as mutually agreed between the parties as required by Customer or government authorities, in relation to the Processing of Customer Personal Data as required in the Standard Contractual Clauses. Such audits shall be limited to situations where the provided documentation as described in 10.2 and 10.3 is not sufficient to demonstrate compliance with this DPA. Customer may exercise their right to audit on reasonable prior written notice, not less than thirty (30) days in advance, during normal business hours, at Customer's expense, on the condition that Customer or Customer's third-party auditor have entered into an applicable non-disclosure agreement. If the audit report includes any finding of material non-compliance with this DPA or Applicable Data Protection Laws, Customer will share the audit report with Forescout, and after Forescout's verification of the issue, Forescout will promptly cure the non-compliance.
- 10.5 Such audit or inspection shall not require Forescout to disclose to Customer or its third-party representative any data or information on any other Forescout customers, Forescout trade secrets, or financial matters.
- 10.6 An audit or inspection permitted in compliance with section 10.4 shall be limited to once in any twelve (12) month period, unless Forescout has experienced a Personal Data Breach within the previous twelve (12) months that impacted Customer's Personal Data.

11. Cooperation

- 11.1 Forescout shall promptly notify Customer about: (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and (ii) any request received directly from any Data Subject, without responding to that request, unless it has been otherwise authorized to do so.
- 11.2 To the extent required by the GDPR, Forescout shall provide reasonable assistance to Customer to allow for Customer to complete any data protection impact assessments or prior consultations with supervisory authorities as required by a supervisory authority.

12. Personal Data Breach

- 12.1 Upon becoming aware of a Personal Data Breach, ForeScout will notify Customer without undue delay. An initial report will be made to Customer security or privacy contact(s) designated in ForeScout's customer support portal. As information is collected or otherwise becomes available, ForeScout shall provide, without undue delay, any further information regarding the nature and consequences of the Personal Data Breach to allow Customer to notify relevant parties, including affected Data Subjects, government agencies and data protection authorities in accordance with applicable laws. The report will include the name and contact information of the ForeScout contact from whom additional information may be obtained. ForeScout shall inform Customer of the measures that it will adopt to mitigate the cause of the Personal Data Breach and to prevent future breaches.
- 12.2 Customer will maintain accurate contact information in the customer support portal and provide any information that is reasonably requested to resolve any Personal Data Breach, including to identify its root cause(s) and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.
- 12.3 Where the Standard Contractual Clauses apply, Customer will be notified in compliance with Clause 8(c) without undue delay, and within the timeframes required by the Standard Contractual Clauses.

13. Safeguards for Cross-border Transfers

ForeScout will during the term of this DPA:

- 13.1 Maintain appropriate safeguards with respect to the Personal Data and make available to Data Subjects the rights and legal remedies with respect to the Personal Data as required under Article 46(1) of the GDPR.
- 13.2 ForeScout relies on the Standard Contractual Clauses for cross-border transfers of data from the European Union to a country without an adequacy decision. Where ForeScout makes a Restricted Transfer of Customer Personal Data from the EEA to a country without an adequacy decision, the Standard Contractual Clauses shall apply as follows:
 - (a) Where Customer is the Controller and ForeScout is the Processor, Module Two will apply:
 - (i) in Clause 7, the optional docking clause will not apply;
 - (ii) in Clause 9(a) Option 2 General Written Authorisation will apply. The time period shall be thirty (30) days;
 - (iii) in Clause 11 the optional language will not apply;
 - (iv) In Clause 17 option 1 shall apply and will be governed by the laws of The Republic of Ireland;
 - (v) in Clause 18 the courts shall be those of The Republic of Ireland.
 - (vi) Annex I of the SCCs shall be deemed completed with the information set out in Annex 1 of this DPA, as applicable.
 - (b) Where Customer is a Processor and ForeScout is a Subprocessor, the below will apply where specifically applicable in Module Three:
 - (i) in Clause 9 option 2 General Written Authorisation will apply. The time period shall be thirty (30) days.
- 13.3 For transfers of Personal Data from the UK or pursuant to the UK GDPR, the Standard Contractual Clauses will apply to such transfers in accordance with Section 11.2 above with the following modifications:
 - (a) The EU SCCs shall be deemed amended as specified by the International Data Transfer Addendum (version B1.0) issued by the Information Commissioners Office under the UK Data Protection Act 2018 ("UK Addendum"), as may be amended, superseded or replaced, which shall be deemed executed between ForeScout and Customer.

(b) Any conflict between the terms of the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and 11 of the UK Addendum.

(c) For the purposes of the UK Addendum, Table 1 to 3 in Part 1 shall be deemed completed using the information contained in the Annexes of this DPA.

(d) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting “neither party”

- 13.4 In case of any transfer of Personal Data from Switzerland subject exclusively to the Data Protection Laws and Regulations of Switzerland (“**Swiss Data Protection Laws**”), the general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State shall have the same meaning as the equivalent reference in the Swiss Data Protection Laws. References to the “competent supervisory authority” and courts shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and competent courts in Switzerland, unless such EU SCCs, cannot be used to lawfully transfer Personal Data in compliance with the Swiss DPA in which case the Swiss SCCs shall instead be incorporated by reference and form an integral part of this DPA and shall apply to such transfers. Where this is the case, the relevant Annexes and Appendices of the Swiss SCCs shall be populated using the information in the Annexes of this DPA.

14. CCPA- No Sharing or Selling of Data for Compensation

To the extent the CCPA applies to the Parties’ performance of the Agreement or to Customer Personal Data, ForeScout agrees that it shall Process Customer Personal Data as a “service provider” as that term is defined in the CCPA. ForeScout does not request or receive any Customer Personal Data as consideration for our services or other items that we provide to Customer. ForeScout does not collect, retain, use, or disclose any Customer Personal Data: (i) for targeted or cross-context behavioral advertising; (ii) for any business purposes other than the purposes specified in a written contract with Customer or as permitted under the CCPA; or (iii) outside the direct business relationship with Customer. ForeScout does not combine Customer Personal Data with other data if and to the extent this would be inconsistent with limitations on service providers under the CCPA. ForeScout will refrain from taking any action that would cause any transfers of Customer Personal Data to or from ForeScout to qualify under the CCPA or similar laws as “sharing” for cross-contextual behavioral advertising purposes or as “selling” personal information. ForeScout agrees that it will comply with all applicable sections of the CCPA and its continued compliance with this DPA. ForeScout will notify Customer if it determines that it can no longer comply with its obligations as a service provider under the CCPA. Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information that is protected under the CCPA.

15. Liability Limitation

The total combined liability of ForeScout towards Customer, on the one hand, and Customer toward ForeScout, on the other hand, under or in connection with the Agreement and the Standard Contractual Clauses combined will be limited to the maximum monetary or payment-based liability amount set out in the Agreement.

ANNEX I

Processing Details

A. LIST OF PARTIES

Controller/ Data exporter(s):

Name: Customer as specified in the Agreement with ForeScout for the provision of ForeScout products and services.

Address: As on Agreement

Contact person's name, position and contact details: As on Agreement

Activities relevant to the data transferred under these Clauses: Provision of ForeScout Services to Customer pursuant to the Agreement.

Signature and date: This annex I shall be deemed executed upon execution of the Agreement.

Role (controller/processor): Controller

Processor/ Data importer(s):

Name: ForeScout Technologies, Inc.

Address: 2400 Dallas Pkwy, Suite 230, Plano, TX 75093 USA

Contact person's name, position and contact details: Ed Brown, Chief Legal Officer, privacy@foreScout.com

Activities relevant to the data transferred under these Clauses: Provision of ForeScout Services to Data Exporter as specified in the Agreement.

Signature and date: This Annex I shall be deemed executed upon execution of the Agreement.

Role (controller/processor): Processor

B. MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

1. Categories of data subjects whose personal data is transferred

- Employees, agents, advisors, independent contractors of data exporter (who are natural persons)
- Users or other data subjects that are users of data exporter's network, systems, or devices
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of data exporter or use data exporter's systems, network or devices

2. Categories of personal data transferred

- Contact information including first and last name, title, position, company, email address, phone number, physical business address
- Login and account information, including screen name, unique user ID, and username, excluding any passwords
- IP and MAC addresses and network topology
- Device information
- Any other Personal Data submitted by, sent to, or received from Customer via the Services

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- N/A- no sensitive data is intended to be transferred

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- One off basis as required to provide Customer Support or Professional Services, fulfill the contract, or other administrative requirements
- transfer will be continuous during the use of the Services in order to provide cloud assisted products

5. Nature of the processing

- ForeScout will Process Personal Data only as necessary to perform the Services pursuant to the Agreement, as further specified in the applicable Documentation, and as further instructed by Customer through its use of the Services

6. Purpose(s) of the data transfer and further processing

- To perform the requested Services pursuant to the Agreement

7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- The Personal Data will be retained for the length of the Agreement, as specified in our product Documentation, or the completion of the Services

8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- A list of ForeScout's Subprocessors can be found attached to this DPA as Annex III, including the details regarding the Processing completed by each Subprocessor. Please contact ForeScout's privacy team at privacy@forescout.com with any questions regarding our Subprocessors

C. Competent Supervisory Authority

Irish Data Protection Commission

21 Fitzwilliam Square South

Dublin 2

D02 RD28

Ireland

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): The purchaser of ForeScout's products and services.

Data exporter is "Customer."

Data importer

Data importer is "ForeScout Technologies, Inc."

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

The Data Subjects are as listed on **Annex I** of this DPA

Categories of data

The categories of data are as listed on **Annex I** to this DPA.

Special categories of data (if appropriate)

The special categories of data (if any) are as listed on **Annex I** to this DPA.

Processing operations

Any basic Processing activities and Processing of Personal Data by data importer is solely for the performance of the Services as further described in the Agreement.

The Personal Data transferred may be subject to the following basic processing activities: collect, store, retrieve, consult, use, erase or destroy, disclose by transmission, disseminate or otherwise make available data exporter's Personal Data as described herein, as necessary and required to provide Services in accordance with the Agreement or the data exporter's instructions.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organizational security measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

Measures	Description
Measures for encryption	<ul style="list-style-type: none"> Data is encrypted at rest and in transit using industry standard protocols and cloud platform best practices. HTTPS encryption for all user interfaces using industry standard protocols, algorithms and digital certificates.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<ul style="list-style-type: none"> Forescout's products undergo yearly testing. Services are hosted in AWS or Google Cloud Platform. Review of security compliance certifications is completed at reasonable intervals for all third-party cloud hosting providers. Segregation of duty is enforced with strict access to production environments. Mandatory security trainings are enforced for employees covering topics such as social engineering, insider threats, phishing, and password policies enforced under Forescout's Information Security policy. Non-disclosure agreements are executed with appropriate third parties. Cloud environment access is continuously monitored using multiple tools. The Forescout Cloud environment is configured against applicable CIS and NIST best practices and audited on a regular basis for ongoing compliance. Third party evaluations of implemented security controls are performed annually and prior to major product revision or launch. Network level separation and communications.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<ul style="list-style-type: none"> Network Operations Center and Security Incident Response Plan. All Data is populated to the cloud from local appliances. In case of data loss in the cloud, where the appliance retains data, it will re-send the data automatically when services are restored. Backups of Servers, Databases, and file systems are performed at regular intervals. High availability and fault tolerance managed via Cloud Control mechanisms in the cloud environment. Disaster recovery process is tested yearly for the Forescout Cloud platform.
Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure the security of the processing	<ul style="list-style-type: none"> Cloud operations perform continuous scans for access threats and testing for component availability. Continuous Integration and Continuous Deployment (CI/CD) includes scans for vulnerabilities in code and from third party sources. Regular penetration testing. Network level segmentation and industry leading firewalls in place. User access audits performed periodically.
Measures for secure authentication and authorization	<ul style="list-style-type: none"> Access Management Policy enforced for all environments. Access to production and non-production environments are protected by enforcing unique user accounts, multi-factor authentication and principle of least privilege. All Forescout employee credentials are managed through a secure multi factor authenticated single sign-on solution. Customer accounts are configured with customer supplied Identity Providers, configured per their own specifications.

	<ul style="list-style-type: none"> • Access to the Forescout Cloud platform via the User Interfaces and the infrastructure layer are controlled at an organizational level by the customer. Roles are managed within the Forescout Cloud. • Cloud service requires an Identity Provider and does not allow standalone access. Single Sign On configuration with multi-factor authentication <ul style="list-style-type: none"> ◦ All users connected through an Identity Data Provider. • User activities are logged for administration and provision actions within Forescout Cloud. • Segregation of duty enforced with strict access controls to production environments. • Decryption keys are stored and secured in a managed system and access to production data is provided only to select personnel. • Forescout managed keys are rotated as required upon personnel rotation and/or based on a predefined calendar.
Measures for the protection of data during transmission	<ul style="list-style-type: none"> • HTTPS encryption for data in transmission using TLS1.2 or higher. • Leverages MTLS when need to authenticate both ends of the connection. • Network is secured within cloud service provider environments by leveraging access control lists, role permissions, firewalls, security groups (SG) and Secure VPN gateway.
Measures for the protection of data during storage	<ul style="list-style-type: none"> • GCP networks are secured leveraging Access Control Lists with role permissions. Identity Aware Proxies (IAP) and Cloud Armor (WAF) are used to secure access to internal resources. • Data at rest are fully encrypted using industry standard AES-256 keys. • Simple Storage Service (S3) and GCP buckets are encrypted with managed keys and configuration monitoring. • Databases encrypted and Customer data logically and technically separated.
Measures for ensuring physical security of locations at which personal data are processed	<ul style="list-style-type: none"> • Cloud services providers ensure physical security of the locations where data is stored and hosted.
Measures for ensuring events logging	<ul style="list-style-type: none"> • Application events are monitored by NOC. • AWS' CloudTrail monitors cloud events. • AWS Kubernetes control plane monitors container events. • GCP Stackdriver/Cloud Logging and Monitoring are monitored by Operations and Security Operations Center. • User activities are logged for administration and provisioning actions.
Measures for ensuring system configuration, including default configuration	<ul style="list-style-type: none"> • Cloud Change Management policy ensures integrity of system configurations: <ul style="list-style-type: none"> ◦ Source code and Infrastructure as Code changes tracked with detailed audit; ◦ Continuous Integration and Continuous Deployment (CICD) automated with auditing capabilities.
Measures for internal IT and IT security governance and management	<ul style="list-style-type: none"> • An internal ISMS exists to maintain and update our policies to ensure that they are applicable to the needs of our customers and our business, and to ensure we are following established information security frameworks and best practices. • Our policies are verified during SOC2 audits and provide governance around acceptable use, information classification and protection, employee onboarding and offboarding, asset management, access management, network operations, vulnerability management, incident management and physical security.
Measures for certification/assurance of processes and products	<ul style="list-style-type: none"> • Yearly audits and maintaining compliance with industry standard certifications including applicable SOC2 Type II certifications.
Measures for ensuring data quality	<ul style="list-style-type: none"> • Cloud connectivity maintains associativity between appliance and cloud.
Measures for ensuring limited data retention and ensuring	<ul style="list-style-type: none"> • Data retained for operational support purposes. • Data purged pursuant to retention schedules.

erasure	<ul style="list-style-type: none">• Customer may request deletion of tenant in Cloud environment.
Measures for ensuring accountability	<ul style="list-style-type: none">• Privacy and security training for employees.• Privacy measures are considered in product design and release.
Measures for protecting Data Subject's rights	<ul style="list-style-type: none">• Data Subjects rights requests are communicated to customers.• Internal measures are in place to respond to Data Subject requests in a timely manner.

ANNEX III

Forescout Technologies, Inc. Subprocessors

The following subprocessors are authorized by Forescout Technologies, Inc. ("Forescout") to process Personal Data and assist in the operations necessary to provide Forescout Services as described in the Agreement:

Entity Name	Country	Type of Personal Data Processed	Purpose
Amazon Web Services	United States	IP and MAC addresses and network topology	Cloud hosting provider for certain service offerings
Google LLC	United States	IP and MAC addresses and network topology; Contact information; Account information; Other personal data provided by Customer	Cloud hosting provider for certain service offerings
Microsoft Corporation	United States	IP and MAC addresses and network topology; Contact information; Account information; Geo-location; Device Information; Other Personal Data provided by Customer	Email, chat and meeting communications; Cloud hosting provider for certain service offerings
MongoDB	United States	IP and MAC addresses; Login information; User name	Managing configuration of endpoint sensors
Okta	United States	Login Information	To provide user authentication and secure MFA login to the products
Oracle	United States	Contact information;	To provide an ERP Tool for customer contracting and invoicing
Salesforce	United States	Contact information; Login and account information	To provide account information to Forescout in the scope of providing support to customers
SendGrid	United States	Contact Information	To provide email notifications from certain Cloud Products to customers
Slack Technologies, LLC	United States	Contact Information; Device Information; Network topology	Internal team communications via the Slack application which may include customer support or technical incident response for certain Cloud Products

Forescout Group Subprocessors

The following Forescout entities functions as subprocessors:

Entity Name	Country	Type of Personal Data Processed	Purpose
Forescout Technologies B.V.	The Netherlands	Contact Information; Login and account information; IP and MAC addresses and network topology	To provide customer support
Forescout Technologies (India) Private Limited	India	Contact Information; Login and account information; IP and MAC addresses and network topology	To provide customer support
Forescout Technologies Canada, Inc.	Canada	Contact Information; Login and account information; IP and MAC addresses and network topology	To provide customer support

Forescout Technologies Ireland Limited	Ireland	Contact Information; Login and account information; IP and MAC addresses and network topology	To provide customer support
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How to Subscribe to Receive a Notification of Change in Subprocessors:

Customer may subscribe to receive notification of a new subprocessor before Forescout authorizes such subprocessor to Process Personal Data in connection with the provision of the applicable service. You can subscribe to receive e-mail notifications for changes to the Forescout's subprocessor list by emailing the following information to privacy@forescout.com:

- Customer Name
- Customer Address
- Customer E-mail
- Please title your request "Forescout Subprocessor Notification Request."

To edit your e-mail notification information, please submit a request to privacy@forescout.com with the subject title "Change in Contact Information."