END-USER LICENSE AGREEMENT FOR GOVERNMENT LICENSEES

ACQUIRING ENTITY

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

NOTICE TO RESELLERS, DISTRIBUTORS, PRIME CONTRACTORS, INTEGRATORS AND NON-END USERS.

THE SOFTWARE AND LICENSE IS NOT TRANSFERABLE. IF YOU ARE NOT THE END USER, PLEASE CONTACT FORCEPOINT FOR A TRANSFERABLE LICENSE.

NOTICE TO GOVERNMENT EMPLOYEES

IF YOU ARE PURCHASING LICENSES FROM FORCEPOINT’S GSA SCHEDULE, YOUR PURCHASE ORDER MUST REFERENCE FORCEPOINT’S GSA SCHEDULE #GS-35F-650GA. OTHERWISE, IF YOU ARE AN EMPLOYEE OF THE FEDERAL, STATE, OR LOCAL GOVERNMENT, OR THE SOFTWARE IS OTHERWISE FOR USE BY A FEDERAL, STATE OR LOCAL GOVERNMENT, YOU MUST EITHER STATE IN YOUR PURCHASE ORDER THAT THE TERMS OF THIS AGREEMENT SHALL GOVERN YOUR ORDER AND WILL SUPERSEDE ANY TERMS AND CONDITIONS CONTAINED IN YOUR PURCHASE ORDER OR ATTACH THESE TERMS TO AN EXECUTED CONTRACT.

1. Definitions

For the purposes of this Agreement, the following are defined terms:

1.1 “Agreement” means this End User License Agreement.

1.2 “Documentation” means the owner’s manuals, user’s manuals, installation instructions operating instructions and other similar items, regardless of storage medium, that explain the capabilities of the Software or provide instructions for using the Software.

1.3 “GSA Schedule” means GSA SCHEDULE # GS-35F-650GA.

1.4 “Licensee” has the meaning set forth in the preamble of this Agreement; or in the case of Software licensed to the U.S. Government under the GSA Schedule, “Licensee” means the entity authorized to order under GSA Schedule contracts as defined GSA Order ADM4800.2G, as may be revised from time to time.

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

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

1.7 “Forcepoint” means the Forcepoint entity that is specified in Exhibit A, which is attached hereto and incorporated herein by reference.

1.8 “Software” means the object code version of the software identified in the Order. Software includes Updates (provided that Licensee had paid the applicable maintenance fees) unless otherwise indicated.

1.9 “System” refers to the number and type of physical or virtual computers owned, leased or otherwise controlled by Licensee on which the Software may be installed or otherwise used on as specified in the applicable Order. For the purposes hereof “virtual computer” means a software container that can run its own operating system and execute applications like a physical machine.

1.10 “Update(s)” means any corrections of substantial defects, fixes of any minor bugs, corrections for security flaws and enhancements relating to the Software issued to Licensee by Forcepoint as part of maintenance (provided that Licensee has paid the applicable maintenance fees).

2. License Grant

2.1 Subject to the terms and conditions herein and the limitations associated with the license model identified in the Order (as described in Exhibit A) conditioned upon Licensee’s payment of the applicable license fees, Forcepoint grants Licensee a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Software on the System during the License Term solely for Licensee’s own internal business purposes. In addition and subject to the terms and conditions herein, Forcepoint grants Licensee a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Documentation in connection with the Software.

2.2 By virtue of this Agreement, Licensee acquires only the non-exclusive right to use the Software and Documentation as provided in section 2.1 and does not acquire any rights of ownership (i) in the Software, (ii) any Documentation provided therewith or (iii) the media upon which they are embodied. Forcepoint and/or its licensors are and shall remain the owners of all right, title, and interest in the Software and Documentation, including but not limited to copyright, patent, trade secret, trademark, invention and other intellectual property rights. Except for the license rights expressly granted herein, this Agreement grants no additional express or implied license, rights or interest in the Software or Documentation or in any copyright, patent, trade secret, trademark, invention or other intellectual property right of Forcepoint, its affiliates or their licensors. Licensee may not remove, alter or obscure any instances of the Forcepoint logo, service mark or trademark, copyright notices or any other markings on the Software, its media or, if provided by Forcepoint, a System on which the Software is installed. Forcepoint reserves for itself and its licensors all rights not expressly granted to Licensee in this Agreement, including title to the Software and Documentation.

2.3 If Licensee is purchasing licenses of the Software under the GSA Schedule, the payment terms are as set forth in the GSA Schedule. Licensee agrees to pay the applicable fees as set forth in the Order subject to all applicable Federal laws and regulations.

3. License Restrictions

3.1 Licensee’s use of the Software and Documentation shall be in accordance with the provisions of and limitations set forth in this Agreement, including Exhibit A, and the additional terms, if any, set forth in any (i) additional agreement executed by Forcepoint and Licensee in connection with this Agreement which specifically states the terms thereof shall be in addition to or in lieu of any of the terms set forth herein, (ii) Order executed by Licensee, or (iii) Forcepoint invoice.

3.2 Additional restrictions, if any, are set forth in Exhibit A.
3.3 The Software and Documentation are copyrighted and proprietary products of Forcepoint or its licensors. In addition to copyrights, the Software and Documentation may be protected by patents, trade secrets and trademarks. Licensee may make one copy of the Software for archival backup purposes only. Full and partial system saves of the Software are permitted for archival purposes, provided that any restores are performed back onto the original System from which the Software saves were taken. A restore may be performed on a different System only if the Software has been permanently removed from the original System and the new system is the an identical or lower tier System for licensing purposes and such transfer is reported in writing to Forcepoint. All other copying of the Software is expressly forbidden. No copies may be made of the Documentation.

3.4 Licensee may not sublicense, sell, rent, lease, assign, pledge, give, lend, distribute, disclose, or in any way transfer to a third party the Software, Documentation, or copies thereof or otherwise allow the Software and Documentation to be accessed, used or possessed by a third party. Licensee shall have no right to use the Software to provide any services to any third party, including but not limited to time sharing or facility management services or to act as or operate a service bureau or provide information, data processing, subscription or hosting services to a third party, or other agency, facility or site.

3.5 The component parts of the Software are licensed solely for use with the Software and may not be separated out or used for any other purpose.

3.6 Licensee may not use the Software for the purposes of development, testing, support, marketing or any other function or feature of a software product that is directly or indirectly competitive with the Software. Any such action will be considered a material breach of this Agreement. Forcepoint shall be entitled to pursue any and all other rights and remedies available at law for such breach.

3.7 Licensee shall not directly or indirectly attempt to: (1) modify, enhance, alter, or prepare derivative works based on the Software and Documentation; (2) decompile, disassemble, decode, unlock, attempt to discover the source code of, or otherwise reverse engineer the Software or any shell scripts, configuration files, or other components thereof; (3) assist, enable, or permit others to do the foregoing; (4) defeat any copy protection mechanism or (5) rebrand, make generic or in any way use or incorporate the Software into another product or represent the Software as Licensee’s without the express written permission of Forcepoint.

3.8 The Software, Documentation and media are licensed, not sold and Licensee has no right to resell any reproduction of the Software or Documentation made under this Agreement.

4. Limited Warranty

4.1 Forcepoint warrants that the original media containing the Software is free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of initial shipment. As the sole and exclusive remedy for defective media, Forcepoint will replace it free of charge if claimed during the 90-day warranty period.

4.2 EXCEPT FOR THE LIMITED MEDIA WARRANTY STATED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND FORCEPOINT AND ITS LICENSORS DISCLAIM ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE SOFTWARE AND ANY DATA OR OTHER MATERIAL FURNISHED HEREREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. FORCEPOINT DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET LICENSEE’S REQUIREMENTS AND

4.3 The limited warranty specified in this Section 4 sets forth Forcepoint’s entire liability and Licensee’s exclusive remedy for breach of warranty. Such limited warranty is provided solely by Forcepoint and not its licensors. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

5. Reserved

6. Confidentiality

Licensee acknowledges that the Software and the Documentation and any other materials provided with or related to the Software (collectively, the "Proprietary Information"), are the valuable proprietary and trade secret rights of Forcepoint and its licensors. Licensee shall (i) limit use and disclosure of the Proprietary Information to its employees and its consultants who are authorized pursuant to this Agreement to use the Software and Licensee shall ensure that such employees and consultants shall abide by the terms and conditions of this Agreement; (ii) not provide or disclose any of the Proprietary Information to another party; and (iii) treat the Proprietary Information with the same degree of care as is used with respect to Licensee’s information, but no less than reasonable care, to avoid disclosure to any third party. The foregoing obligations shall be in addition to any obligations set forth in any separate confidentiality agreement between Forcepoint and Licensee. Benchmark results or other software performance or availability metrics for the Software may not be disclosed or published without the prior written consent of Forcepoint.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF FORCEPOINT, IF ANY, FOR DIRECT DAMAGES RELATING TO THE SOFTWARE ARE LIMITED TO THE ACTUAL AMOUNTS PAID TO FORCEPOINT FOR SUCH SOFTWARE. FORCEPOINT, LICENSORS AND SUPPLIERS HAVE NO LIABILITY TO LICENSEE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL) SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING THE SOFTWARE, OR ANY PORTION OF THE SOFTWARE. IN NO EVENT IS FORCEPOINT LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY SECTION OR PROVISION OF THIS AGREEMENT, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF FORCEPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION ANY DAMAGES FROM LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE OF SOFTWARE, COST OF RECREATING DATA, COST OF CAPITAL, COST OF ANY SUBSTITUTE SOFTWARE OR LOSSES CAUSED BY DELAY. LICENSEE ACKNOWLEDGES AND AGREES THAT FORCEPOINT HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. This clause shall not impair Licensee’s right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair or prejudice the U.S. Government’s right to express remedies provided in the GSA
8. Software Asset Management; Audit Rights

Licensee shall maintain books and records that include at a minimum the number of licenses purchased and being used by Licensee. Upon Forcepoint's request, Licensee shall provide Forcepoint with a report signed by the authorized contracting officer that certifies the number and locations of servers, thin client devices, workstations, etc. (as applicable) on which the Software is installed and the number of CPU’s and network enclave connections on each such server. To the extent that Licensee is not in compliance with the terms of this Agreement, Forcepoint may submit a claim to Licensee's Contracting Officer for any licensee fees or other amounts specified in the GSA Schedule owned to Forcepoint.

9. Term and Termination

9.1 The License Term for the Software will begin on the date of electronic delivery or shipment of the Software to Licensee. The License Term will continue for the period indicated in Exhibit A or on the applicable Order, unless sooner terminated as provided in this Agreement or the GSA Schedule in the case of purchases made thereunder. Most Forcepoint products have either annual or perpetual License Terms.

9.2 For Software licensed on an annual or term basis the following provision shall apply: at the expiration of the License Term, Licensee’s right to use the Software shall end. Licensee must purchase a new license from Forcepoint for each subsequent term.

9.3 Should Licensee breach a material term of this Agreement Forcepoint may submit a claim to Licensee’s Contracting Officer.

9.4 This Agreement is personal to Licensee and Licensee may not transfer, assign or otherwise convey, novate or encumber this Agreement or the Software, in whole or in part, by operation of law, merger or otherwise, to a third party, including any parent, subsidiary or affiliated entity without Forcepoint’s prior written consent which may be withheld at Forcepoint’s sole discretion.

10. Miscellaneous

10.1 If Forcepoint offers maintenance for the Software and if Licensee orders and pays in full for such maintenance, such maintenance shall be provided in accordance with Forcepoint’s then current and applicable maintenance policies or in the case of a purchase under the GSA Schedule, such maintenance shall be provided in accordance with the GSA Schedule.

10.2 Except as otherwise expressly provided herein, this Agreement and all matters arising out of it or related to it are governed by the laws of the Commonwealth of Virginia, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations or conventions. The parties agree that the exclusive forum and venue for any dispute arising out of or related to this Agreement shall be in the State and Federal Courts located in Alexandria, Virginia and the parties consent to personal jurisdiction in such courts. Notwithstanding anything to the contrary in the foregoing, if Licensee is the United States Government, all disputes are governed by the Contract Disputes Act, Federal common law and shall be brought in the Board of Contract Appeals, Court of Claims or other U.S. District Court.

10.3 If any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision and allows the parties the intended benefit of their bargain. The balance of this Agreement shall remain valid and unchanged and in full force and effect.

10.4 The Software is subject to export restrictions as set forth in Exhibit A. The parties at all times are independent contractors and nothing in this Agreement may be construed to create a joint venture or agency relationship between the parties.

10.5 Notices are effective upon receipt if sent by U.S. Mail, return receipt or express courier, Attn: Contracts Department, to the address set forth above, and if no address is set forth above, the address on the applicable sales transaction document shall be used. In addition, a copy may be sent via electronic mail.

10.6 This Agreement, including any exhibits, and the applicable Order, constitutes the entire agreement between Forcepoint and Licensee with respect to the Software and Documentation and supersedes and replaces all other agreements, representations, proposals, discussions, and other communications, whether oral or in writing. To the extent there are any terms and conditions in Licensee’s purchase order or other documentation supplied by Licensee such terms and conditions shall be deemed to be stricken and the terms and conditions of this Agreement shall govern except as expressly agreed to in writing signed by authorized representatives of the parties. The terms of this Agreement may only be amended, waived, or supplemented by a later writing signed by authorized representatives of the parties. The foregoing does not apply to GSA Schedule purchases.

10.7 The Software (including any Updates thereto) is commercial computer software and the Documentation is “computer software documentation” as defined in the FAR and DFARS. The Software and Documentation are provided to agencies of the U.S. Government (either directly or through other prime or subcontractors) exclusively subject to the terms of this license agreement as provided in DFARS 227.7202 (for Department of Defense (DoD) acquisitions) and FAR 12.212 (for non-DoD acquisitions).

10.8. Licensee agrees that the Software and Documentation are proprietary to Forcepoint and that both are exempt from any public disclosure statute or regulation, including without limitation the Freedom of Information Act requirements. Such information will only be released as required by federal law or court order after notice to Forcepoint.

10.9 Exhibits incorporated by reference:

Exhibit A: Effective for all Licensees – Additional terms, restrictions and license models
Exhibit A to End-User License Agreement

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

1. **Forcepoint Entity:** Forcepoint Federal LLC (“Forcepoint”) which is located at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170.

2. **EXPORT CLASSIFICATION AND JURISDICTION:** The export control jurisdiction and classification information provided in this Agreement is accurate to the best of Forcepoint’s knowledge and belief as of the date of execution of this Agreement. Export control jurisdiction and classification is subject to change due to regulatory and other changes. Forcepoint is under no obligation pursuant to this Agreement to provide ongoing revisions or updates to the jurisdiction and classification information stated in this Agreement.

3. **CROSS DOMAIN PRODUCTS:** The following terms shall apply to licenses of the following Software products: High Speed Guard (“HSG”), SimShield, Small Format Guard (“SFG”), Trusted Gateway System (“TGS”), Trusted Mail System (“TMS”), Trusted Print Delivery (“TPD”), Trusted Thin Client (“TTC”) and WebShield (collectively “Cross Domain Products”).

3.1 **Definitions for Cross Domain Products:** For the purposes of this Section 3 of Exhibit A, the following are defined terms:

- **“Network”** means a physical network or Virtual Network.
- **“Server”** means a server whether a physical server or a single Virtual Machine.
- **“Virtual Machine”** means a software container that can run its own operating system and execute applications like a physical machine.
- **“Virtual Network”** is a network link that does not consist of a physical (wired or wireless) connection between two computing devices but is implemented using methods of network virtualization.

3.2 **License Models for Cross Domain Products:**

3.2.1 The license model for the Software licensed is set forth in the Order. The description of each license model is set forth below.

**Development License:** A Development License limits Licensee’s use of the Software to internal application development, testing and support purposes only, and may not be used for productive use. Licensee shall be further limited to the terms of the appropriate license model for the Software set forth below.

**Evaluation License:** An Evaluation License grants Licensee a temporary right to install and use the Software for the sole purpose of testing and evaluating the Software with respect to its effectiveness and suitability for Licensee’s internal business activities, and may not be used for development or productive use. Licensee shall be further limited to the terms of the appropriate license model for the Software set forth below. Unless otherwise specified in the Order, the term of the Evaluation License is limited to thirty (30) days from delivery of the Software. Licensee acknowledges and agrees that the evaluation period/term may not be extended by uninstalling and re-installing the Software or by any other means other than Forcepoint’s written consent.

**Instance License:** An Instance License grants Licensee the right to install and use the Software on a single device (i.e., an x86-based server or client, a single virtual machine on a server or a virtual machine on a hardened and streamlined Linux OS (e.g., USB memory stick, SD card, laptop) owned, operated, or controlled by Licensee. A separate Instance License must be obtained from Forcepoint for each device. An Instance License may not be transferred from one device to another, unless approved in writing by Forcepoint.

**Server License:** A Server License grants Licensee the right to install and use the Software on a single Server (with up to 2 CPUs) connected to no more than two Networks. Additional Server Licenses are required for additional CPUs on a single Server in excess of two or additional Network connections (i.e., more than 2 Networks). A Server License may not be transferred from one Server or Network to another, unless approved in writing by Forcepoint.

3.2.2 Each Cross Domain Product is licensed as follows:
High Speed Guard: High Speed Guard is licensed on a Server License basis and, unless otherwise specified in the Order, the license is perpetual. Each High Speed Guard Plug In is licensed on a Server License basis and unless otherwise specified in the Order such license is an annually renewable license.

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

Small Format Guard: Small Format Guard is licensed on a Server License basis and, unless otherwise specified in the Order, the license is perpetual.

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

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

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

Trusted Thin Client: A license for Trusted Thin Client is comprised of two components, a distribution console ("DC") and the TTC client software. The DC is licensed on a Server License basis and unless otherwise specified in the Order the license is perpetual. The TTC client software is licensed on an Instance License basis and unless otherwise specified in the Order such license is an annually renewable license.

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

3.3 Additional Terms for Cross Domain Products:

3.3.1 Certification and Accreditation:

3.3.1.1 The following applies to HSG: ALTHOUGH THE SOFTWARE MAY HAVE BEEN CERTIFICATION TESTED AND ACCREDITED BY THE DEFENSE INTELLIGENCE AGENCY (DIA) OR OTHER DESIGNATED ACCREDITING AUTHORITY (DAA), AND MAY HAVE COMPLETED A SYSTEM SECURITY PROFILE BY THE NATIONAL SECURITY AGENCY (NSA), FORCEPOINT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SECURITY PROTECTIONS AFFORDED BY THE RELEVANT SOFTWARE VERSION. IT IS THE LICENSEE’S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) OR DAA.

3.3.1.2 The following applies to SimShield, TGS, TTC and Webshield: ALTHOUGH THE SOFTWARE MAY HAVE BEEN CERTIFICATION TESTED AND ACCREDITED BY THE DEFENSE INTELLIGENCE AGENCY (DIA) OR OTHER DESIGNATED ACCREDITING AUTHORITY (DAA), AND MAY HAVE COMPLETED A SYSTEM SECURITY PROFILE BY THE NATIONAL SECURITY AGENCY (NSA), FORCEPOINT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SECURITY PROTECTIONS AFFORDED BY THE SOFTWARE. IT IS LICENSEE’S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) AND/OR DAA.

3.3.1.3 The following applies to SFG, TMS and TPD: FORCEPOINT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SECURITY PROTECTIONS AFFORDED BY THE RELEVANT SOFTWARE VERSION. IT IS THE LICENSEE’S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) OR DESIGNATED ACCREDITING AGENCY (DAA).

3.3.2. Export Restrictions for Cross Domain Products: HSG, SFG, SimShield, TGS, TMS, TPD, TTC and WebShield are subject to export controls under the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§120-130. Export, re-export, or transfer of the Software, related technical data, assistance, or services, from the United States is governed by the Arms Export Control Act, 22 U.S.C. § 2778 et seq. ("AECA") and ITAR (as in existence as of the date of this Agreement).
The Software and any related data, assistance, or services, therefore, may not be disclosed, released, exported, re-exported transferred or re-transferred (including in-country transfer), directly or indirectly, in any manner, to any foreign person (including foreign person employees of Licensee) or foreign country unless previously authorized by Forcepoint, the U.S. Department of State and/or other governmental agencies, as appropriate. Licensee agrees to acquire all necessary export authorizations and to comply with the requirements of all applicable export and import laws and regulations prior to any disclosure, release, export, re-export, deemed export or transfer or re-transfer subject to the same, including restrictions on export, re-export, transfer or disclosure of the Software to proscribed countries identified by the U.S. Department of State, Directorate of Defense Trade Controls, entities or persons ineligible to receive ITAR-controlled items, or any other person or entity subject to export control restrictions. Forcepoint shall have no obligation to obtain licenses or satisfy such requirements. Licensee acknowledges and accepts that any support requested by it from Forcepoint or any affiliate thereof relating to this Software may be subject to export licensing requirements, and that a license may or may not be granted for such support.

High Speed Guard is currently limited for export to Five Eye countries only (i.e., Australia, Canada, New Zealand, United Kingdom and United States).

3.3.3 Additional Terms for HSG:

3.3.3.1. The following language is in addition to Section 10.7 of the Agreement: A portion of the Software may have been created with United States Government funding.

3.3.3.2 Third Party Software for HSG:

A. Definitions.

“Bundled Software” means the Software and the McAfee Software.

“Software” mean Forcepoint High Speed Guard.

“McAfee” means McAfee Inc., a Delaware corporation, with offices located at 2128 Mission College Blvd., Santa Clara, California 95054, USA

“McAfee Software” means McAfee Command Line and SDK Virus Scanner software.

“Operating System” means the Red Hat Enterprise Linux software.

“Red Hat” means Red Hat, Inc.

B. McAfee and Red Hat are intended third party beneficiaries of this Agreement as applicable. Forcepoint is licensed by McAfee and Red Hat to bundle and distribute to end users the McAfee Software and Operating System with the Software.

C. All the references in Sections 2, 3, 6, 7 and 9 of the Agreement to “Software” are hereby deemed to be “Bundled Software.”

D. All the references in Sections 4, 8 and 10 of the Agreement to “Software” are hereby deemed to be “Bundled Software and Operating System.”

2 E. Terms Applicable to the Operating System. The following terms and conditions shall apply to the Operating System:

3 (i) License Grant. Subject to the following terms, Licensee is granted a perpetual, worldwide license to the Operating System (which may include multiple software components) pursuant to the GNU General Public License v.2 attached hereto as Attachment 1. The license agreement for each software component is located in the software component's source code and permits Licensee to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 3.3.3.2 E(ii) below. The license rights for the binary only firmware components are located with the components themselves. This Agreement pertains solely to the Operating System and does not limit Licensee's rights under, or grant Licensee rights that supersede, the license terms of any particular component.
4 (ii) **Intellectual Property Rights.** Title to the Operating System and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The “Red Hat” trademark and the “Shadowman” logo are registered trademarks of Red Hat in the U.S. and other countries. This Agreement does not permit you to distribute the Operating System or its components using Red Hat’s trademarks, regardless of whether the copy has been modified. Licensee may make a commercial redistribution of the Operating System only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) Licensee removes and replaces all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Operating System. Licensee should read the information found at [http://www.redhat.com/about/corporate/trademark/](http://www.redhat.com/about/corporate/trademark/) before distributing a copy of the Operating System.

F. **Export Laws:** The Third Party Software may be controlled under the export laws and regulations of the United States. It is the obligation of the Licensee to abide by all applicable export restrictions and license requirements.

G. **Terms applicable to the McAfee Software.** Notwithstanding anything to the contrary in this Agreement above, the following terms and conditions shall apply to the McAfee Software:

Licensee may not use or copy the McAfee Software except as expressly provided herein, and except with McAfee’s prior written permission, may not publish any performance or benchmark tests or analysis relating to the McAfee Software.

“Free” or “Open Source” Software. The McAfee Software may include programs or code that are licensed under an Open Source Software (“OSS”) license model. OSS programs and code are SPECIFICALLY EXCLUDED FROM ANY WARRANTY AND SUPPORT OBLIGATIONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

Without prejudice to Licensee’s payment obligations, Forcepoint may seek to terminate Licensee’s license to the McAfee Software at any time in the event Licensee materially breaches the terms of this Agreement and Licensee fails to cure such breach within thirty (30) days of receiving notice of such breach. Upon such termination Licensee shall promptly de-install and return or destroy all copies of the McAfee Software and related documentation.

Licensee acknowledges and agrees that the virus scanning capability of the Bundled Software may contain functionality to detect and report threats and vulnerabilities on Licensee’s computer network. Such functionality may collect information from Licensee and automatically collect information about Licensee’s system and the systems and networks they interact with (including without limitation information regarding network, licenses used, operating system types, versions, total scanners deployed, database size etc.) and submit such information to McAfee. Licensor shall not release any information collected regarding Licensee’s systems and the systems and networks they interact with to any person or entity.

The McAfee Software and any accompanying documentation, which have been developed at private expense and are made generally available to certain private (non-government) end user customers, are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable.

3.3.4 **Additional Terms for SFG:**

3.3.4.1 The following language is in addition to Section 10.7 of the Agreement: A portion of the Software may have been created with United States Government funding.

3.3.4.2 **Third Party Software for SFG:**

A. **Definitions.**

“Software” means Small Format Guard.

“Operating System” means the Red Hat Enterprise Linux software.
“Red Hat” means Red Hat, Inc.

B. Red Hat is an intended third party beneficiary of this Agreement as applicable. Forcepoint is licensed by Red Hat to distribute to end users the Operating System with the Software.

C. All the references in Sections 4, 8 and 10 of the Agreement to “Software” are hereby deemed to be “Software and Operating System.”

5 D.Terms Applicable to the Operating System. The following terms and conditions shall apply to the Operating System:

6 (i) License Grant. Subject to the following terms, Licensee is granted a perpetual, worldwide license to the Operating System (which may include multiple software components) pursuant to the GNU General Public License v.2 attached hereto as Attachment 1. The license agreement for each software component is located in the software component's source code and permits Licensee to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 3.3.4.2D(ii) below. The license rights for the binary only firmware components are located with the components themselves. This Agreement pertains solely to the Operating System and does not limit Licensee’s rights under, or grant Licensee rights that supersede, the license terms of any particular component.

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“Named User” means a specific User within Licensee’s organization. Licensee must be able to identify and count each Named User. A Named User does not have to be logged into the Software in order to be counted.

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   “License Term” means the period set forth in the Order.
   “Maintenance” means a limited-term, non-exclusive, non-sublicensable, non-transferable right to: (a) receive the technical support described in Section 3 (Technical Support), and (b) receive Software Updates, if any, in accordance with this Agreement and the Order.
   “Maintenance Fees” means the agreed upon fees for the Maintenance in an Order.
   “Network” means a communication path through a network interface controller, using a physical or virtual infrastructure that interconnects a set of endpoints or devices for the purpose of exchanging data.
   “Order” means a purchase commitment mutually agreed upon between (1) Forcepoint and Licensee or (2) a Forcepoint authorized reseller(s) and Licensee.
   “Permitted Capacity” means the number of Devices, Servers, Concurrent Users, Users, Network, Proxy, or other license metrics as set forth in the Order.
   "Proxy" means a software module acting as an intermediary between communicating endpoints or devices that controls access between a set of Network endpoints or devices by inspecting, filtering, and forwarding traffic between the senders and receivers.
   “Software” means Forcepoint’s proprietary software applications, in object code only, and provided Licensee has paid the applicable Maintenance Fees for the provision of Maintenance, Software Updates, if any.
   “Software Updates” means certain modifications or revisions to the Software, provided solely pursuant to Maintenance, but excludes Software Upgrades and other products for which Forcepoint generally charges a separate fee.
   “Software Upgrades” means a major version change to the software signified by a change in the number to the left of the decimal point, and is a product for which Forcepoint charges a separate fee.
   “Subscription” means a limited, non-exclusive, personal, non-sublicensable, non-transferable right to use the Software during the Subscription Term, in accordance with this Agreement and the Order.
   “Subscription Term” means the agreed upon time period in an Order.
“User” means any person utilizing Licensee’s or an Affiliate’s network with access to the Software directly or indirectly, who is an employee, temporary employee, contractor, or guest of Licensee or an Affiliate.

2. **License Grant.** Subject to the provisions contained in this Agreement, and timely payment of the applicable Fees, Forcepoint hereby grants Licensee a License and if applicable a Subscription to use the Software, and Software Updates provided pursuant to Maintenance, identified in the Order solely for Licensee’s internal business purposes up to the Permitted Capacity set forth in the Order. Provided Licensee pays the Maintenance Fees, Forcepoint will provide Licensee with Maintenance. Subject to compliance with the terms of this Agreement, Licensee may relocate or transfer the Software for use on a different server within its location. Licensee will not, and will not permit anyone else to copy the Software, other than copies made solely for data backup and testing purposes. Any source code provided to Licensee by Forcepoint is subject to the terms of this Agreement. Licensee understands that its right to use the Software is limited by the Permitted Capacity purchased, and Licensee and its Affiliates combined use may in no event exceed the Permitted Capacity authorized under the applicable Order. The Permitted Capacity provided in the Order(s) represents minimum amounts that Licensee has committed to for the Maintenance Term. If Licensee’s use exceeds the Permitted Capacity, Licensee must purchase additional Permitted Capacity sufficient for the excess use.

3. **Technical Support.**

3.1 Subject to Licensee paying the required Maintenance Fees for the technical support level requested in an Order and the terms of this Agreement, Software technical support will be provided in accordance with Forcepoint’s then-current technical support policies for the applicable Software product. Software Updates, if any, will be provided to Licensee only if Licensee has paid the appropriate Maintenance Fees for the Permitted Capacity. Forcepoint may require Licensee to install Software Updates up to and including the latest release.

3.2 Forcepoint’s obligation to provide technical support is limited to: (i) Software that has not been altered or modified by anyone other than Forcepoint or its licensors; (ii) a release for which technical support is provided; (iii) Licensee’s use of the Software in accordance with the Documentation; and (iv) errors and malfunctions caused by systems or programs supplied by Forcepoint. If an Error has been corrected or is not present in a more current version of the Software, Forcepoint may provide the more current version via technical support, but will not have any obligation to correct such Error in prior versions.

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

4. **Intellectual Property Rights.** The Software and all related intellectual property rights are the exclusive property of Forcepoint or its licensors. All right, title and interest in and to the Software, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Software remain exclusively with Forcepoint or its licensors. The Software is valuable, proprietary, and unique, and Licensee agrees to be bound by and observe the proprietary nature of the Software. The Software contains material that is protected by patent, copyright and trade secret law, and by international treaty provisions. The Software includes software products licensed from third parties. Such third parties have no obligations or liability to Licensee under this Agreement but are third party beneficiaries of this Agreement. All rights not granted to Licensee in this Agreement are reserved to Forcepoint and its licensors. No ownership of the Software passes to Licensee. Forcepoint may make changes to the Software at any time without notice. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights. Licensee may not remove any proprietary notice of Forcepoint or any third party from the Software or any copy of the Software, without Forcepoint’s prior written consent.

5. **Protection and Restrictions.**

5.1 Each party (the “Disclosing Party”) may disclose to the other (the “Receiving Party”) certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Software, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information will not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of
such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Each party agrees that all Confidential Information of the other party will be treated by the Receiving Party as non-public confidential information and will not be disclosed to any person other than Disclosing Party and employees and contractors of Receiving Party on a need to know basis and that Receiving Party will protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. Furthermore, each party agrees to only use the Confidential Information of the other party for purposes of carrying out its rights and obligations under this Agreement. However, the U.S. Government may be required to disclose confidential information pursuant to federal laws (i.e. FOIA). In which case, the Government will provide the Disclosing Party a notice prior to disclosure.

5.2 Licensee will take all reasonable steps to safeguard the Software to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Software contains valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Forcepoint. Licensee may use the Software only for the internal business purposes of Licensee. Licensee will not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software to any user other than Licensee’s employees and individual contractors who have a need to such access and who are bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (iv) write or develop any derivative works based upon the Software; (v) modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (vi) use the Software to provide processing services to third parties, or otherwise use the same on a ‘service bureau’ basis; (vii) disclose or publish, without Forcepoint’s prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; (viii) otherwise use or copy the same except as expressly permitted herein; (ix) use any third party software included in the Software independently from the Forcepoint proprietary Software. Subject to the terms of this Agreement, Licensee may allow its agents and independent contractors to use the Software solely for the benefit of Licensee; provided, however, Licensee remains responsible for any breach of this Agreement. Any other use of the Software by any other entity is forbidden and a violation of this Agreement. Licensee must not use the Software to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Forcepoint’s express prior written approval which may be withheld in Forcepoint’s sole discretion. If any additional third party end-user license terms and conditions are attached to this Agreement or the Order, Licensee’s use of the third party software is further restricted by and subject to the third party licensor’s end-user license terms and conditions.

6. **Financial Terms.** This Section applies if Licensee has placed an Order directly with Forcepoint: Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order, all recurring payment obligations start from the execution of the Order. Forcepoint may increase recurring fees at any time upon 60 days written notice. Unless otherwise specified in the Order, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Forcepoint will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 10 and to modify the payment terms, including requiring full payment before Forcepoint performs any obligations in this Agreement. Licensee will reimburse Forcepoint for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Forcepoint hereunder that are not under good faith dispute by Licensee. Amounts paid or payable for Software is not contingent upon the performance of any consulting or other professional services. Forcepoint’s reasonable travel and lodging expenses incurred by Forcepoint in the performance of services on Licensee’s site will be billed separately at actual cost. Licensee is responsible for payment of all taxes (excluding those on Forcepoint's net income) arising out of this Agreement, except to the extent a valid tax exemption certificate or other written documentation acceptable to Forcepoint to evidence Licensee’s tax exemption status is provided by Licensee to Forcepoint prior to the delivery of Software or services.

7. **Limited Warranty; Remedies; Disclaimer.**

7.1 For ninety (90) days beginning on the date of the Order for the License, Forcepoint warrants that the original media (if any) containing the Software is free from defects in material and workmanship, assuming normal use. As the sole and exclusive remedy for defective media, Forcepoint will replace it free of charge if claimed during the 90-day warranty period. The limited warranty specified in this Section 7 sets forth Forcepoint’s entire liability and Licensee’s exclusive remedy for breach of warranty. 7.2 **EXCEPT FOR THE ABOVE LIMITED MEDIA WARRANTY, THE SOFTWARE IS PROVIDED “AS IS” AND FORCEPOINT AND ITS LICENSORS DISCLAIM ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE SOFTWARE, AND ANY DATA OR OTHER MATERIALS FURNISHED HEREUNDER. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF, AND FORCEPOINT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, EITHER**
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9. **Indemnification.** In the event of a third-party claim, suit or proceeding against Licensee asserting that use of the Software as permitted in this Agreement infringes a third-party’s patent, copyright, or trademark right recognized in any jurisdiction where the Software is used, Forcepoint at its expense will defend Licensee and indemnify Licensee against costs, expenses (including reasonable attorneys’ fees), and damages payable to any third party in any such suit or cause of action that are directly related to that claim. Forcepoint’s obligation under this Section is contingent upon Licensee providing Forcepoint with: (a) prompt written notice of the suit or claim; (b) the right to control and direct the defense of the claim to the extent permitted by 28 U.S.C. 516; and (c) reasonable cooperation with Forcepoint. Forcepoint will have no liability for any claim of infringement resulting from: (i) modification of the Software by anyone other than Forcepoint; (ii) a combination of the Software with other hardware or software not provided by Forcepoint; or (iii) failure by Licensee to implement Software Updates. In the event the Software, in Forcepoint’s opinion, are likely to or does become the subject of a claim of infringement, Forcepoint may at its sole option and expense: (x) modify the Software to be non-infringing while preserving equivalent functionality; (y) obtain a license for Licensee’s continued use of the Software; or (z) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Licensee the unused prepaid Maintenance Fees paid for the affected Software applicable to the balance of the then current Maintenance Term. THIS SECTION SETS FORTH FORCEPOINT’S ENTIRE LIABILITY AND OBLIGATION AND LICENSEE’S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE.

10. **Term and Termination.**

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

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

10.3 Sections 1, 4-10, and 12-15 will survive the termination of this Agreement.

11. **Compliance with Laws.** Each party will comply with all applicable laws and regulations, including those of other jurisdictions that may apply concerning the protection of personal data, and anti-bribery. Licensee must obtain any required consents (including employee consent addressing the interception, reading, copying or filtering of emails and their attachments) and any local government permits, licenses, or approvals required to use the Software. Neither party will use any data obtained via the Software for any unlawful purpose.
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14. **Compliance.** Without prejudice to Forcepoint audit rights pursuant to this Section, upon Forcepoint’s request Licensee will document and certify that use of the Software is in full conformity with the use rights granted under this Agreement and the applicable Order. During the term of this Agreement and for a period of one year following its termination, Licensee will maintain and make available to Forcepoint records sufficient to permit Forcepoint or Forcepoint’s independent auditor to verify, upon ten days’ written notice, Licensee’s compliance with this Agreement. Licensee will provide reasonable assistance, personnel, access to Forcepoint components with Licensee’s systems, and information necessary to facilitate the timely completion of Forcepoint’s compliance verification. The audit will be performed during regular business hours. Licensee will promptly cure any noncompliance, including without limitation payment of any and all fees owed to Forcepoint during the period of noncompliance. The rights and remedies under this Section are in addition to any other rights Forcepoint may have under this Agreement. Additionally, Forcepoint may at any time, without notice, during the term of this Agreement access Licensee’s system, subject to applicable local law, to determine whether Licensee and its users are in compliance with this Agreement. Licensee acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager’s operation.

15. **General.** For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Forcepoint may periodically send Licensee messages of an informational or advertising nature via email, and provide account information to related third-parties (e.g. Licensee’s reseller). Information will be processed by Forcepoint in accordance with the Privacy Policy and applicable data privacy laws. Licensee may choose to “opt-out” of receiving these messages or information sharing by sending an email to Opt-Out Email requesting the opt-out. Licensee acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to Software. However, Forcepoint may still send emails of a technical nature. Licensee acknowledges that Forcepoint may use Licensee's company name only in a general list of Forcepoint customers. Forcepoint owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Licensee relating to the Software. Forcepoint may use non-identifying and aggregate usage and statistical information related to Licensee’s and its users’ use of the Software for its own purposes outside of the Agreement. Licensee may not transfer any of Licensee’s rights to use the Software or assign this Agreement to another person or entity, without first obtaining prior written approval from Forcepoint. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759 USA. Notices are considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph. Any
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Third-Party End-User License Terms and Conditions

Third Party Software for SureView Analytics:
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   A.2 Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified in Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html.
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