



**GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service
Authorized Federal Supply Schedule Price List**

GS-35F-0084J

On-Line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create and electronic delivery order are available through *GSA Advantage!*, a menu -driven database system. The INTERNET address *GSA Advantage!* is: GSAAdvantage.gov

GSA Schedule 70

Note: Contractor has been awarded all SINs under the American Recovery and Reinvestment Act Program

Note: Prices Shown Herein are Net (discount deducted)

SPECIAL ITEM NUMBER 132-32-TERM SOFTWARE LICENSES & 132-33-PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software Application Software

Microcomputers

Operating System Software Application Software Communications Software.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76) .

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Forcepoint Federal LLC

12950 Worldgate Drive, Suite 600

Herndon, VA 20170

Phone: 703/318-7134

Fax: 703/318-5041

Email: info@TrustedCS.com

Web site: <http://www.forcepoint.com>

Contract No. GS-35F-0084J

Period Covered by Contract: June 17, 1998 through November 16, 2018

Pricelist current through Modification #PO-0076, dated August 30, 2016.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

CUSTOMER INFORMATION INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 Purchase of New Equipment

Special Item Number 132-12 Equipment Maintenance

Special Item Number 132-32 - Term Software Licenses Special Item Number 132-33 - Perpetual Software Licenses Special

Item Number 132-34 - Maintenance of Software as a Service Special Item Number 132-51 - Information Technology

Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

3. MINIMUM ORDER The minimum dollar value of orders to be issued is \$100.00

4. GEOGRAPHIC COVERAGE (delivery area)

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S.

Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

The Geographic Scope of Contract will be domestic and overseas delivery. (SIN 132-32, 132-33, 132-34, 132-50, 132-51)

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

5. Points of Production: See product listing by manufacturer

6. Statement of net price: see pricing under individual manufacturers' products

7. Quantity discounts: none

8. Prompt payment terms: none

9a. Notification that Government purchase cards are accepted at or below the Micro-purchase threshold.

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

703/318-7134

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. See 9a

10. Foreign items (list items by country of origin): not applicable

11a. Time of delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

132-51 To be negotiated between Forcepoint Federal Products, LLC and Ordering Activity at the time the order is placed.

132-50 30 Days

132-32 30 Days

132-33 30 Days

132-34 30 Days

132-8 30 Days

132-12 30 Days

11b. Expedited Delivery:

Expedited Delivery: 15 DARO, SINS 132-32, 132-33, 132-34, 132-50, 132-51

Overnight Delivery available for: SINS 132-32, 132-33

11d. Urgent Requirements.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. point(s): destination

13a. Ordering address**Forcepoint Federal LLC**

12950 Worldgate Drive, Suite 600

Herndon, VA 20170

Phone: 703/318-7134

Fax: 703/318-5041

Email: info@TrustedCS.com

Web site: <http://www.forcepoint.com>

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address**Forcepoint Federal LLC**

12950 Worldgate Drive, Suite 600

Herndon, VA 20170

Phone: 703/318-7134

Fax: 703/318-5041

Email: info@TrustedCS.com

Web site: <http://www.forcepoint.com>

15. Warranty provision

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the Contractor's standard commercial Software License Agreement will apply to this contract.

1. Contractor warrants that the original tapes and/or disks are free from defects in material and workmanship, assuming normal use, for a period of 90 days from the date of original purchase. If a defect occurs during this time, Licensee may return its faulty tape/disk to Contractor for a free replacement.

2. CONTRACTOR DISCLAIMS ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE SYSTEM AND ANY DATA

OR OTHER MATERIAL FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE LICENSEE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA; ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. ALTHOUGH THE SYSTEM 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 ASSESSMENT BY THE NATIONAL SECURITY AGENCY (NSA), CONTRACTOR 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 SYSTEM. IT IS THE LICENSEE'S OBLIGATION TO COORDINATE ALL SECURITY-RELATED ACTIVITIES WITH THE COGNIZANT INFORMATION SYSTEMS SECURITY MANAGER (ISSM) AND/OR DAA.

5. MODIFICATIONS OR EXTENSIONS TO THE SYSTEM BY THE LICENSEE ARE PROHIBITED. Any modifications made upon the System by the Licensee may void any System Accreditation status. Licensee modifications will also void any warranty or Maintenance Agreement provided by Contractor. Licensee shall not directly or indirectly: (1) modify, enhance, alter, or prepare derivative works based on the System or its documentation; (2) decompile, disassemble, decode, unlock, attempt to discover the source code of, or otherwise reverse engineer the System or any shell scripts, configuration files, or other components thereof; nor (3) assist, enable, or permit others to do the foregoing.

6. Contractor's entire liability and Licensee's exclusive remedy for breach of warranty or any other claims arising out of the System or this Agreement shall be, at Contractor's option, either: (1) repair or replacement of any System components that do not meet Contractor's limited warranty within a reasonable time after return to Contractor within the warranty period; or (2) a refund of the unused portion of the license fee paid for any non-conforming System components. In the case of a perpetual license, the amount of the refund will be based on five-year, straight-line amortization, of the System component in question.

7. All limitations of this Section 2 shall remain effective under all circumstances, even if one or more of the exclusive remedies stated in paragraph 2.a.6 is determined to have failed of its essential purpose.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

16. Export packing charges, if applicable: Contractor will provide export packing as required for shipment to overseas U.S. military installations.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

703/318-7134

18. Terms and conditions of rental, maintenance, and repair N/A

19. Terms and conditions of installation N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices N/A

20a. Terms and conditions for any other services N/A

21. List of service and distribution points N/A

22. List of participating dealers N/A

23. Preventive maintenance N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (www.aces.biz) The EIT standards can be found at www.Section508.gov/.

25. Data Universal Number System (DUNS) number. 94-242-7170

26. Notification regarding registration in Central Contractor Registration (CCR) database. Contractor has registered with the Central Contractor Registration Database.

27. Type of Business. C Large Business

28. SPECIAL REQUIREMENTS (C-FSS-370) (NOV2001)

(a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

29. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.forcepoint.com/>

The EIT standard can be found at: www.Section508.gov/.

1. TECHNICAL SERVICES & SOFTWARE MAINTENANCE

Upon payment of the appropriate Maintenance fees, the ordering agency will be entitled to services as specified in Contractor's standard commercial Limited Software Maintenance Agreement, summarized below:

- a. At the sole discretion of Contractor periodic updates of the software that may incorporate a) corrections of any substantial defects, b) fixes of any minor bugs, c) corrections for security flaws, and d) enhancements to the software.
- b. Consultation on dealing with substantial defects in the software.
- c. Answering of inquiries on installation and use, problem resolution, configuration, or security parameters via e-mail or telephone, within reasonable limits during the hours of 9:00am and 4:00pm, Eastern Standard Time, Monday through Friday, excluding holidays. "Reasonable limits" will be determined solely by the Contractor. Any dispute between Contractor and Licensee over what constitutes reasonable limits will be resolved by a pro-rated refund of Licensee's Maintenance Fee based on length of service provided, and termination of this Agreement.

2. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor's commercial practices provide only for annual software licenses. Orders for a lessor period of time will not be accepted.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on written notice to the Contractor within thirty (30) calendar days before the end of the license period. At such time as any Term Licenses are discontinued by the ordering activity, the ordering activity will immediately cease use of the affected software and remove from any machines, terminals, servers, or other systems on which the software is resident and return to Contractor. At such time as any maintenance is discontinued by the ordering activity, the ordering activity understands and agrees that support and updates will no longer be available from the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

3. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, plus an amount equal to 5 times a one year term/user license fee, minus an amount equal to 50% of all term license payments during the period that the software was under a term license within the ordering activity.

4. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

COPYRIGHT. The software contained on the media may be an integrated assembly of commercial applications. The integrated solution (including but not limited to any implementation techniques, software (source or binary), shell scripts, and/or configuration files created by or modified by Contractor), hereinafter referred to as the "System", is owned by Contractor and is protected by United States and international copyright laws and treaties. In addition, each of any third party commercial applications integrated in the System is owned by their respective software vendors and is afforded the same protection. All third party software applications integrated in the System are provided under the terms of the licenses used by their respective vendors.

(2) **LICENSE.** Conditioned on receipt of the applicable license fee, Contractor grants the Licensee the non-transferable, non-exclusive right to use each component product of the System on the number of hardware units (such as servers, single user computers, or single workstations or clients of a multi-user computer or local area network (LAN)), and by up to the number of users or concurrent users, as applicable, designated for the product on the applicable Contractor quotation, contract, or similar document, during the License Term, solely for Licensee's internal business purposes. A separate license must be obtained from Contractor for every workstation or client of a multi-user computer or LAN. For client/server applications, the license includes the right to use the server application on a single server and to display the results on up to the number of workstations/clients designated.

(3) **ENTERPRISE LICENSES.** If an enterprise license is specified in the applicable Contractor quotation, contract, or similar document, the following additional terms apply:

a. The license granted for each server or full function workstation, hereinafter referred to as “server”, application is a perpetual license to install and execute the server application on up to the specified number of servers owned, operated, or controlled by Licensee, with:

(1) each server to connect to no more than the specified default number of networks, except that any combination of up to the specified number of additional network enclave connections, if any, may reside in the aggregate on the specified number of licensed servers.

The User Banding portion of the license is a term license and is annually renewable to allow connection for each user to an associated server.

b. The license granted for each client application is an annually renewable term license to execute the client application on up to the specified number of thin client devices owned, operated, or controlled by Licensee.

c. Licensee agrees to inform Contractor periodically upon request of the number and locations of servers, endpoints, users, and/or workstations on which the Contractor software subject to the enterprise license is installed and the number of CPU’s and network enclave connections on each such server. Licensee agrees not to install any Contractor software application in a manner which exceeds the scope of the enterprise license without first informing Contractor and purchasing any additional licenses necessary for the additional installations planned by Licensee. Licensee authorizes Contractor to inspect Licensee’s computer equipment, subject to applicable security regulations and procedures and upon reasonable notice, to determine whether Licensee is in compliance with the enterprise license. Licensee agrees to comply with all reasonable requests by Contractor for an accounting of all server, workstation, and server licenses.

COPY RESTRICTIONS.

a. The System and the accompanying documentation are copyrighted and are proprietary products of Contractor. Licensee may make one copy of the System for backup purposes. Full and partial system saves of the System are permitted for archival purposes, provided that any restores are performed back onto the original computer or workstation from which the System saves were taken. A restore may be performed on a different computer or workstation only if the System has been permanently removed from the original computer or workstation. All other copying of the System or documentation is expressly forbidden.

If an enterprise license is specified in the applicable Contractor quotation, contract, or similar document, Licensee may make additional copies of the System, up to the total number of authorized servers, as needed for additional server and workstation installations provided the terms and conditions of Section 6.b(3) are met. All other copy restrictions apply.

b. Licensee may not sublicense, sell, lease, assign, pledge, permit use of, give, lend, distribute, disclose, or in any way transfer the System, documentation, or copies thereof, nor use the System to provide data processing services to others.

c. The System is licensed as a single integrated product. Its component parts may not be separated and/or copied for use on more than the computer(s) authorized in the applicable Contractor quotation, contract, or similar document.

(3) Except as is provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity’s permission to use the licensed software and documentation at the facility, and who have agreed in writing to use the licensed software and documentation only in accordance with these

restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other of the ordering activities' facilities to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another ordering activity site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, and the software shall be governed by the Contractor's standard commercial Software License Agreement.

5. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.



PRODUCTS AND SERVICES PRICELIST

The RCP business model focuses on three key information technology areas: sales of commercial security products, system and network vulnerability assessment, and secure systems software engineering services.

6.0 Products Overview

Forcepoint Federal LLC's cyber security solutions provide unprecedented visibility throughout the enterprise, leveraging visual analytics to assess and mitigate risk. Through continuous, comprehensive and integrated monitoring of end points, networks and user behaviors, response and remediation are elevated to risk management decision making, rather than reacting to alerts. With over twenty years of experience in delivering the highest caliber security solutions, customers trust RCP to provide solutions that are secure, scalable, and cost effective. Throughout the enterprise, from the cloud to mobile, RCPs' next generation cyber security solutions are trusted worldwide to safeguard your information and operations.

Cross Domain Secure Information Sharing Product Line

Forcepoint's cross domain solutions facilitate secure information sharing between entities – agencies, countries, corporations, networks – with different networks and sensitivity levels. All solutions leverage modern hardware and virtualization technologies.

Trusted Thin Client® provides users with secure simultaneous access to information on any number of networks from a single endpoint. Designed for enterprise deployments, Trusted Thin Client provides administrators with centralized management and monitoring, scalability to easily add networks and clients, and the flexibility to enable users in offices, in-theater, and in the field from laptops, tablets and other mobile devices. Trusted Thin Client leverages a virtualized desktop backend infrastructure provided through Citrix, VMware, RDP, etc. An independent Trusted Thin Client study conducted on an intelligence agency customer demonstrated a 54% return on investment over a 6.2 month payback period by significantly reducing hardware, infrastructure, support costs and power usage.*

- Protection Level 4 (PL4), Commercial-Off-The-Shelf (COTS) solution
- Accredited and evaluated by authorities in the United States, 5-Eyes nations, and NATO (in progress)
- Hardware and virtual desktop infrastructure (VDI) agnostic, supports numerous peripherals
- Reduces desktop hardware and allows for space reclamation
- Reduces infrastructure for cabling and cooling
- Streamlines administration while increasing enterprise data security

Implementation Options:

- **Virtual Access Implementation**
 - Reuse existing desktop workstation hardware
 - Runs on Windows or UNIX host operating systems
 - TSABI Accredited (US)
 - For users requiring intensive applications and access to isolated networks

- **Remote Access Implementation**
 - Secure access to communities of interest
 - Booted from encrypted devices: USBs, SD cards, embedded
 - For remote workers, agents in the field, and first responders

Trusted Thin Client (Single Level) – Supports environments with the need to access one network from the endpoint. Also ideal for those environments planning to take a phased approach to multi-network access.

Trusted Gateway System

Trusted Gateway System provides exceptional built-in manual review and automatic validations, such as virus scanning, dirty word search and deep content inspection, enabling safe and simultaneous data movement between networks at different sensitivity levels. **Trusted Gateway System** provides users with a graphical user interface for quickly preparing and verifying files (documents, images, etc.) for transfer between networks of different classification levels. **Trusted Gateway System** provides end-to-end auditing of the two person human review process for releasing documents (when required by policy).

- Protection Level 4 (PL4), Commercial-Off-The-Shelf (COTS) solution
- Accredited and evaluated by authorities in the United States and 5-Eyes nations
- Web application that run the user's browser; no desktop administration required

High Speed Guard

High Speed Guard enables rapid, bi-directional, automated transfer of highly complex data between multiple domains. **High Speed Guard** supports large enterprise systems with comparatively low administration costs,

making it the ideal choice for large scale deployments that require large volume, automated data transfers. High Speed Guard has demonstrated the industry's fastest bi-directional transfer rates of more than 9 gigabits per second (Gb/s). Customer demonstrated three-year risk-adjusted ROI of 389% with a payback period of less than 2 months for High Speed Guard*

- Commercial-Off-The-Shelf (COTS) solution
- Accredited and authorized by multiple authorities and processes
- Eliminates costly and time consuming manual data transfers
- Customer configurable for simplified operations and maintenance

Small Format Guard

Small Format Guard is a highly secure, bi-directional, small form factor transfer guard that enables automated data transfers between multiple domains. Small Format Guard satisfies requirements for size, weight, power and cooling (SWaP-C), while providing high throughput and low latency. Small Format Guard is designed to for use in non-traditional data centers such as aircraft. The solution supports robust security protocols and is adaptable to specific mission needs.

- Protection Level 4 (PL4), Commercial-Off-The-Shelf (COTS) solution
- Eliminates costly and time consuming manual data transfer
- Improves mission effectiveness by making data available where and when it is needed

WebShield

WebShield provides secure web search and browse-down capabilities from high side networks to lower level networks. WebShield allows for transparent protection of the entire enterprise; not just a single local server. Perfect for big data environments, WebShield enables secure, 'on-demand' web browsing from one security domain to another, eliminating data duplication and streamlining of network traffic. WebShield is also a secure proxy that acts as a boundary device for preventing penetration into an Intranet from the Internet, while allowing internal users to safely and securely browse the Internet. Configurable security filters include the ability to filter any incoming and outgoing content, as well as virus scanning any downloaded files.

- Protection Level 4 (PL4), Commercial-Off-The-Shelf (COTS) solution
- Accredited and evaluated by authorities in the United States
- No desktop administration is required

- **Remote administration through the Remote Access Console (RAC)**

SimShield

SimShield labels, segregates, protects, and exchanges data between systems executing at different sensitivity levels meeting the data format, near real-time performance and low latency requirements for distributed simulation operations, live training exercises, and test events. SimShield connecting training (live, virtual, and constructive) and testing environments in a real-world manner – across security boundaries – allows for more effective and efficient training and testing. These efficiencies result in cost savings, a better trained warfighter and more thoroughly tested equipment. Training cost savings – realized through the ability to train multiple groups at the same time, whether they are multiple national agencies or coalition forces. Testing cost savings – realized through earlier detection and correction of issues/errors and the elimination of repeated tests.

- **Commercial-Off-The-Shelf (COTS) solution**
- **Accredited and evaluated by authorities in the United States**
- **Protection Level 4 (PL4) guard – Trusted Bridge™**
- **Standalone GUI rule builder – Policy Editor™**
- **Native support for DIS, HLA, TENA, RTP, and MPEG2-TS protocols**
- **The only accredited TENA guard available**

Virus Scanning Plugins

The Virus Scanning Plugin options provide a means for automating the scanning and detection of viruses for use with Forcepoint Federal LLC's cross domain solutions. One or more cross domain product licenses is required. Customer definable scanning options are available with maintenance plans to support the update of virus definitions.

***Forrester TEI Studies**

Products and Services Pricelist

Forcepoint Federal LLC's - Products & Services			
SINs 132-32, 132-33, 132-34, 132-50, 132-51			
SIN NO.	ITEM/PART NO.	PRODUCT DESCRIPTION	GSA PRICE
	1022	Trusted Thin Client (Single Network)	
132-33	1022	Trusted Thin Client Single Network Distribution Console License	\$15355.06
132-34	1022A	Trusted Thin Client Single Network Distribution Console License Maintenance Option (One Year)	\$3091.72
132-34	1022AM	Trusted Thin Client Single Network Distribution Console License Mobile Maint Option (One Year)	\$4650.92
132-33	1022D-1	Trusted Thin Client Single Network License (One Year, Including Maintenance) 1-500 Seats	\$132.23
132-33	1022D-2	Trusted Thin Client Single Network License (One Year, Including Maintenance) 501-1,000 Seats	\$106.85
132-33	1022D-3	Trusted Thin Client Single Network License (One Year, Including Maintenance) 1,001 - 2,500 Seats	\$94.15
132-33	1022D-4	Trusted Thin Client Single Network License (One Year, Including Maintenance) 2,500+ Seats	\$79.34
132-34	1022D-PM4	Perpetual Trusted Thin Client- Single Network Client 2,501 and greater maintenance	\$47.15
	1023	Trusted Thin Client (2 or more networks)	
132-33	1023	Trusted Thin Client – Distribution Console License (2 Networks)	\$38,342.68
132-34	1023A	Trusted Thin Client – Distribution Console License Maintenance (One Year)	\$7,737.30
132-34	1023AM	Trusted Thin Client – Distribution Console License Mobile Maintenance Option (One Year)	\$11612.89
132-33	1023C	Trusted Thin Client Each Additional Network	\$13022.44

132-34	1023CA	Trusted Thin Client Maintenance Each Additional Network (One Year)	\$2,629.29
132-32	1024-1	Trusted Thin Client Seat License (Per Seat), (One Year, Including Maint) 1-500 Seats	\$330.06
132-32	1024-2	Trusted Thin Client Seat License (Per Seat), (One Year, Including Maint) 501-1,000 Seats	\$264.47
132-32	1024-3	Trusted Thin Client Seat License (Per Seat), (One Year, Including Maint) 1,001-2,500 Seats	\$230.62
132-32	1024-4	Trusted Thin Client Seat License (Per Seat), (One Year, Including Maint) 2,500+ Seats	\$197.82
132-33	1024-2-PM	Perpetual Trusted Thin Client License, (One Year Maint) 501-1000 Seats	\$152.23
	1028	Trusted Thin Client Multi-Network Upgrade	
132-33	1028	Trusted Thin Client Multi-Network Upgrade Distribution Console License (1 Network)	\$25,341.40
132-33	1028A	Trusted Thin Client Multi-Network Upgrade Distribution Console License Maint Option (One Year)	\$5115.48
132-33	1028AM	Trusted Thin Client Multi-Network Upgrade Distribution Console License Mobile Maint Opt (One Year)	\$7,673.22
132-33	1028C	Trusted Thin Client Multi-Network Upgrade Each Additional Network	\$14,302.47
132-33	1028CA	Trusted Thin Client Multi-Network Upgrade Maintenance Each Additional Network (One Year)	\$2,883.47
132-33	1028D-1	Trusted Thin Client Multi-Network Upgrade Per License Seat (One Year, Including Maintenance) 1-500 Seats	\$218.98
132-33	1028D-2	Trusted Thin Client Multi-Network Upgrade Per License Seat (One Year, Including Maintenance) 501-1,000 Seats	\$174.55
132-33	1028D-3	Trusted Thin Client Multi-Network Upgrade Per License Seat (One Year, Including Maintenance) 1,001 - 2,500 Seats	\$153.39
132-33	1028D-4	Trusted Thin Client Multi-Network Upgrade Per License Seat (One Year, Including Maintenance) 2,500+ Seats	\$131.18
	1040	WebShield	

132-33	1040	WebShield	\$35,962.46
132-34	1040A	WebShield Maintenance Option (One Year)	\$7251.38
132-34	1040AM	WebShield Mobile Maintenance Option (One Year)	\$10,882.41
132-34	1041D-1	WebShield User Band 1 (One Year, incl. Maintenance) (Up to 50 Users) (\$200 per User)	\$10,573.46
132-34	1041D-2	WebShield User Band 2 (One Year, incl. Maintenance) (Up to 250 Users) \$100 (per User)	\$21,152.21
132-34	1041D-3	WebShield User Band 3 (One Year, incl. Maintenance) (Up to 1000 Users) (\$60 per User)	\$31730.96
	1060	SimShield	
132-33	1060	SimShield JumpStart	\$105,776.92
132-34	1060A	SimShield JumpStart Maintenance Option (One Year)	\$21,353.66
132-34	1060AM	SimShield JumpStart Mobile Maintenance Option (One Year)	\$31,730.96
132-33	1061	SimShield Trusted Bridge License (Includes 10 Entities)	\$26,441.59
132-34	1061A	SimShield Trusted Bridge Maintenance Option (One Year)	\$5,334.41
132-34	1061AM	SimShield Trusted Bridge Mobile Maintenance Option (One Year)	\$8,004.29
132-33	1062	SimShield Policy Editor License	\$89,914.09
132-34	1062A	SimShield Policy Editor Maintenance Option (One Year)	\$18,149.81
132-34	1062AM	SimShield Policy Editor Mobile Maintenance Option (One Year)	\$27,227.39
		SimShield Entity Bundles	
132-33	1063-1	SimShield Bundle 1: 11 - 1000 Entities	\$21,152.21

132-34	1063-1A	SimShield Bundle 1: Maintenance Option (One Year)	\$4266.46
132-33	1063-2	SimShield Bundle 2: 1001 - 5000 Entities	\$19,036.46
132-34	1063-2A	SimShield Bundle 2: Maintenance Option (One Year)	\$3,839.28
132-33	1063-3	SimShield Bundle 3: 5001 - 10000 Entities	\$16,920.71
132-34	1063-3A	SimShield Bundle 3: Maintenance Option (One Year)	\$3,412.10
132-33	1063-4	SimShield Bundle 4: 10001 - 20000 Entities	\$14,804.96
132-34	1063-4A	SimShield Bundle 4: Maintenance Option (One Year)	\$2,984.92
132-33	1063-5	SimShield Bundle 5: 20001+ Entities	\$10,573.46
132-34	1063-5A	SimShield Bundle 5: Maintenance Option	\$2,130.56
	1068	Trusted Gateway System	
132-33	1068	Trusted Gateway System (2 Networks)	\$74,045.96
132-34	1068A	Trusted Gateway System Maintenance Option (One Year)	\$14,940.62
132-34	1068AM	Trusted Gateway System Mobile Maintenance Option (One Year)	\$22,416.27
132-34	1068AE	Trusted Gateway System 24x7 Maintenance (One Year)	\$26,405.06
132-33	1068C	Trusted Gateway System Each Additional Network	\$40,722.90
132-34	1068CA	Trusted Gateway System Maintenance Each Additional Network (One Year)	\$8,212.54
	1070	High Speed Guard	
132-33	1070	High Speed Guard (2 networks)	\$124,697.02

132-34	1070A	High Speed Guard Maintenance - One Year	\$25,176.92
132-34	1070AE	High Speed Guard 24x7 Maintenance - One Year	\$44,052.94
132-33	1070C	High Speed Guard Each Additional Network	\$41,563.91
132-34	1070CA	High Speed Guard Maintenance Each Additional Network - One Year	\$8,383.41
132-33	1070DL	High Speed Guard (2 Networks) (Perpetual License) (Developmental License) 1 year	\$74,051.00
132-34	1070DM	Maintenance for High Speed Guard (2 Networks) (Perpetual License) (Developmental License) 1 year	\$14,810.00
132-33	1070V	High Speed Guard Virus Scanning Plug In - McAfee	\$6,230.88
132-34	1070VM	High Speed Guard Virus Scanning Plug In - McAfee annual maintenance	\$1,302.19
	1071	Small Format Guard	
132-33	1071-1	Small Format Guard (2 networks) Qty 1 - 10	\$41,563.91
132-34	1071-1A	Small Format Guard Standard Maintenance – One Year; Qty 1 - 10	\$8,388.75
132-34	1071-AB	Small Format Guard Limited Maintenance - One Year; Qty 1 - 10	\$4,191.70
132-34	10711AE	Small Format Guard 24x7 Maintenance – One Year; Qty 1-10	\$14,684.31
132-33	1071-2	Small Format Guard (2 networks) Qty 11 - 50	\$27,018.13
132-34	1071-2A	Small Format Guard Standard Maintenance – One Year; Qty 11 - 50	\$5,446.55
132-34	10712AB	Small Format Guard Limited Maintenance - One Year; Qty 11-50	\$2,723.27
132-34	10712AE	Small Format Guard 24x7 Maintenance – One Year; Qty 11-50	\$9,542.13
132-33	1071-3	Small Format Guard (2 networks) Qty 51 – 99	\$24,939.40

132-34	1071-3A	Small Format Guard Standard Maintenance – One Year; Qty 51-99	\$5,035.38
132-34	1071-3AB	Small Format Guard Limited Maintenance - One Year; Qty 51 – 99	\$ 2,515.02
132-34	1071-3AE	Small Format Guard 24x7 Maintenance – One Year; Qty 51-99	\$8,810.59
132-33	1071-4	Small Format Guard (2 networks) Qty 100+	\$ 22,691.42
132-34	1071-4A	Small Format Guard Standard Maintenance – One Year; Qty 100+	\$ 4,592.19
132-34	1071-4AB	Small Format Guard Limited Maintenance - One Year; Qty 100+	\$2,306.77
132-34	1071-4AE	Small Format Guard 24x7 Maintenance – One Year; Qty 100+	\$8073.70
132-33	1071C	Small Format Guard Multi-Connection Option - each additional network	\$8,309.61
132-34	1071CA	Small Format Guard Multi-Connection Option Maintenance - One Year	\$1,676.68
		Virus Scanning	
132-33	1074	Virus Scanning Plug-In	\$ 4,747.74
132-34	1074A	Virus Scanning Plug-In Maintenance Option (One Year)	\$ 957.95
		Trusted Gateway	
132-32	1075	Trusted Gateway System - Execution Platform (perpetual license)	\$25,259.94
132-32	1075A	Maintenance for Trusted Gateway System - Execution Platform (perpetual license) (1 year)	\$5100.53
		Trusted Print Delivery	
132-32	1077	Trusted Print Delivery (perpetual license) -1 pair of servers	\$42,015.62
132-32	1077A	Maintenance for Trusted Print Delivery (perpetual license) - 1 pair of Servers (1 year)	\$7943.00

132-32	1078	Trusted Print Delivery (perpetual license) - Each Additional pair of Servers	\$23,480.00
132-32	1078A	Maintenance for Trusted Print Delivery (perpetual license) - Each additional pair of Servers (1 year)	\$4696.00
		Trusted Mail System	
132-32	1080	Trusted Mail System (perpetual license) - 1 pair of Servers	\$55,635.00
132-32	1080A	Maintenance for Trusted Mail System (perpetual license) - 1 pair of Servers (1 year)	\$11,883.08
132-32	1081	Trusted Mail System (perpetual license) - Each Additional Adapter pair of Servers	\$33,258.53
132-32	1081A	Maintenance for Trusted Mail System (perpetual license) - Each Additional pair of Servers (1 year)	\$6715.27
		SureView Analytics	
132-32	1090	SureView Analytics - Modeling Manager (perpetual license) Named User License (Note: minimum purchase - 1 Concurrent User License per enterprise before Named User Licenses may be purchased)	\$4866.23
132-32	1090A	Maintenance for SureView Analytics - Modeling Manager (perpetual license) Named User License (1 year)	\$982.51
132-32	1090C	SureView Analytics - Modeling Manager (perpetual license) Concurrent User License (Note: minimum purchase - 1 Concurrent User License per enterprise before Named User Licenses may be purchased)	\$24,333.24
132-32	1090CA	Maintenance for SureView Analytics - Modeling Manager (perpetual license) Concurrent User License (1 year)	\$4912.57
132-32	1092	SureView Analytics - Application Template ('Big Button') (perpetual license) Enterprise License	\$21,049.60
132-32	1092A	Maintenance for SureView Analytics - Application Template ('Big Button') (perpetual license) Enterprise License (1 year)	\$4250.44
132-32	1092C	SureView analytics- Application user (perpetual license) 10 Concurrent User Pack	\$12,545.34

132-32	1092CA	Maintenance for SureView Analytics- application User (perpetual license) 10 ConcurrentUser pack) (1 year)	\$2533.18
132-32	1093	SureView Analytics - Search User (perpetual license) 10 ConurrentUser pack	\$16,755.68
132-32	EXC-AM	Sure View Analytics/Data Clarity Exclusivity Per agreement- Annual Maintenance	\$79,593.00
		SecurityBlanket	
132-32	6010	Security Blanket- Enterprise Client(standalone server) (perpetual license)	\$397.00
132-32	6010-1M	Maintenance for Security Blanket- Admin Console (supports up to 20 clients) (perpetual license) (1year)	239.00
132-32	6010-1	Security Blanket- Admin Console (Supports up to 20 clients) (perpetual license)	\$1190.00
132-32	7000	Security Blanket- Enterprise Client(standalone server) 1 year License/Support (annual Subscription license) (includes maintenance)	\$167.14
132-32	7010-1	Security Blanket- Enterprise Admin Console (supports up to 20 Clients) 1 year License/Support(annual subscription license) (includes maintenance)	\$504.61
132-32	7010-2	Security Blanket- Enterprise Admin Console(supports 21-50 Clients) 1 Year License/Support(annual subscription license) (includes maintenance)	\$1177.41
132-32	7010-3	Security Blanket- Enterprise Admin Console(supports 51-100 Clients) 1 Year License/Support(annual subscription license) (includes maintenance)	\$2104.11
132-32	7010-4	Security Blanket- Enterprise Admin Console(supports 101 or greater Clients) 1 Year License/Support(annual subscription license) (includes maintenance)	\$3703.62
		Professional Product Installation Prices	
132-51	2011	Installation Services, per day, per person, Top Secret SCI or equivalent clearance	\$2,074
132-51	2012	Installation Services, per day, per person, Top Secret collateral or equivalent clearance	\$1,965
132-51	2013	Installation Services, per day, per person, Secret or lower clearance	\$1,855

		Professional Certification & Accreditation (C&A) Services	
132-51	2021	C&A Services, per day, per person, Top Secret SCI or equivalent clearance	\$2,074
132-51	2022	C&A Services, per day, per person, Top Secret collateral or equivalent clearance	\$1,965
132-51	2023	C&A Services, per day, per person, Secret or lower clearance	\$1,855
		Product Engineering Support Services	
132-51	2031	Engineering Support Services, per day, per person, Top Secret SCI or equivalent clearance	\$2,074
132-51	2032	Engineering Support Services, per day, per person, Top Secret collateral or equivalent clearance	\$1,965
132-51	2033	Engineering Support Services, per day, per person, Secret or lower clearance	\$1855.00
132-51	5000	Junior ProductEngineer	\$155
132-51	5001	ProductEngineer	\$214
132-51	5002	Sr. ProductEngineer	\$281
132-51	5003	Product/ProgramManager	\$311
132-50	4001	User Training per user, per day (6 users or less)	\$1,201
132-50	4002	User Training per user, per day (over 6 users)	\$961
132-50	4003	Admin Training per admin, per day (3 admins or less)	\$1,442
132-50	4004	Admin Training per admin, per day (over 3 admins)	\$1,201

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-0084J. 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-0084J.
- 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) re-brand, 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 HEREUNDER, 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

DOES NOT GUARANTEE THAT OPERATION OF THE SOFTWARE WILL BE SECURE, UNINTERRUPTED, ERROR FREE OR VIRUS-FREE.

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 information of Forcepoint and/or 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'S 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 the U.S. Government'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

Schedule (e.g., clause 552.238-75 – Price Reductions, clause 52-212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

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 owed 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 every 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/> 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.
 - 7 (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/> before distributing a copy of the Operating System.
- E. 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.

4. **SUREVIEW® ANALYTICS**: The following terms shall apply to the licenses of SureView Analytics:

4.1. Definitions: For the purposes of this Section 4 of Exhibit A, the following are defined terms:

“**Analytics User**” means a User who uses the Software solely for entity and link analysis and associated search functionality within the SureView Analytics platform.

“**Application Template**” means a framework that accelerates solution specific definitions and subsequent user access to information, including but not limited to creation of custom interfaces, unique workflows, and personalized reports.

“**Application User**” means a User who uses the Application Template to create solution specific definitions and subsequent user access to information, including but not limited to creation of custom interfaces, unique workflows, and personalized reports.

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

“**Enterprise**” means an immediate corporate entity only (i.e., does not allow for use by users of Licensee's affiliates).

“**Modeling Manager**” means a User who administers the system, creates connections to data sources and creates search views and analysis models.

“**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.

“**Search User**” means a User who requires only rudimentary search capabilities and not search associated with Analytical capabilities and models.

“**User**” means employee, contractor or agent authorized by Licensee to use the Software; provided, however that Licensee must have a written agreement with any such contractors or agents that requires such contractor or agent to comply with the terms and conditions of this Agreement in order for such contractor or agent to use the Software.

4.2 License Model(s) for SureView Analytics:

4.2.1 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.

Concurrent User License: A Concurrent User License grants Licensee the right to allow up to the maximum number of Concurrent Users specified in the Order to access and use of the Software at any given time. For example, if Licensee purchases ten (10) Concurrent User Licenses, any ten (10) Users can use such licenses at the same time.

Enterprise License: An Enterprise License grants Licensee the right to access and use the Software by any User within Licensee’s Enterprise without a limitation on number of Users.

Named User License: A Named User License grants Licensee the right to allow a Named User to access and use the Software. No more than one (1) person shall be a Named User or permitted to use the Software under the same license at the same time. A Named User License does not allow for the use of concurrent, shared or multiple uses of an individual software license. A Named User License may only be transferred from one Named User to another Named User provided that the original Named User no longer requires and is no longer permitted to access the Software. The foregoing transfer right shall not affect the assignment prohibition set forth in Section 9.5 of the Agreement.

4.2.2 SureView Analytics is licensed as follows:

Analytics Users: Licenses for Analytics Users may be acquired on a Named User License basis or a Concurrent User License basis and unless otherwise specified in the Order licenses for Analytics Users are perpetual.

Application Templates: Licenses for Application Templates may only be acquired on an Enterprise License basis and unless otherwise specified in the Order licenses for Application Templates are perpetual.

Application Users: Licenses for Application Users may only be acquired on a Concurrent User License basis in packs of ten (10) concurrent users and unless otherwise specified in the Order licenses for Application Users are perpetual.

Data Center Connectors: Licenses for the Data Center Connector may only be acquired on an Enterprise License basis and unless otherwise specified in the Order licenses for Application Templates are annual.

Modeling Managers: Licensee must purchase a Concurrent User License for the initial Modeling Manager and all other subsequent licenses for Modeling Managers may be acquired on a Named

User License basis or a Concurrent User License basis. Unless otherwise specified in the Order licenses for Modeling Managers are perpetual.

Search Users: Licenses for Search Users may only be acquired on a Concurrent User License basis in packs of ten (10) concurrent users and unless otherwise specified in the Order licenses for Application Users are perpetual.

4.3 Additional Terms for SureView Analytics:

4.3.1 Export Restrictions for SureView Analytics: The Software is classified as U.S. Commerce Control List Category 5D002, pursuant to the Export Administration Regulations (EAR), Title 15 of the Code of Federal Regulations Parts 730 through 774. Export, re-export, or transfer of the Software or related technology from the United States is governed by the Export Administration Act of 1979, as amended. The Software and any technology may not be disclosed, exported, re-exported or transferred (including in-country transfer), in any manner, directly or indirectly: (i) to any country subject to U.S. economic sanctions that restrict trade or business with that country; (ii) to any person or entity on a restrictive list published by the U.S. Government, such as but not limited to the Specially Designated Nationals List, the Entity List, the Denied Persons List, the Debarred Parties List, and the Unverified List; (iii) for any end use that is prohibited by the United States or other applicable law, including nuclear, missile, chemical biological weaponry or other weapons of mass destruction; or (iv) to any foreign national (including foreign national employees of Licensee) or foreign country unless previously authorized by the U.S. Department of Commerce, 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, export, re-export, deemed export or transfer subject to the same. Forcepoint shall have no obligation to obtain such licenses or satisfy such requirements.

4.3.2 Except as the Software may be integrated with third party products in the form or manner provided to you by an authorized distributor of Forcepoint through which you have obtained access to the Software, you may not integrate the Software with any third party product without the prior written permission of Forcepoint, which may be granted or withheld in its sole discretion.

4.3.3 Licensee may not (i) make any statement that the Software is "certified," or that its performance is guaranteed, by Forcepoint, or (ii) unless expressly authorized in writing, use the name, logo or trademark of Forcepoint Company or Forcepoint, or their licensors, including in connection with any product containing the Software.

4.3.4 Third Party Software for SureView Analytics:

4.3.4.1 The Software may include Java technology which is subject to the following additional requirements:

A. Licensee may not create, modify, or change the behavior of, or authorize Licensee's licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation.

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

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

4.3.4.2 Notwithstanding anything to the contrary in this agreement above, the following additional terms and conditions shall apply to the Oracle JDBC Driver ("Oracle Driver") included in the Software:

A. "Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the Oracle Driver, you must

ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the Oracle Driver; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle Driver. For example, you may not develop a software program using an Oracle Driver and an Open Source program where such use results in a program file(s) that contains code from both the Oracle Driver and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle Driver with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle Driver or any modifications thereto to become subject to the terms of the GPL.

Attachment 1

8 GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

9 Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software --to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

10 TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work

under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface

definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.