

**FORCEPOINT
CHANNEL PARTNER PROGRAM AGREEMENT**

FORCEPOINT™ OFFERS CHANNEL PARTNER THE OPPORTUNITY TO USE THE CHANNEL PARTNER PORTAL AND PARTICIPATE IN THE CHANNEL PARTNER PROGRAM ONLY ON THE CONDITION THAT CHANNEL PARTNER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS IN THE FORCEPOINT CHANNEL PARTNER PROGRAM AGREEMENT (“AGREEMENT”). BY PARTICIPATING IN THE CHANNEL PARTNER PROGRAM, CHANNEL PARTNER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE AGREEMENT.

1. Definitions.

“**Channel Partner**” means the individual or company that Forcepoint acknowledges has a limited, non-exclusive right to market and resell Products, obtained from Forcepoint or an authorized Forcepoint distributor, in the Territory, directly to End Users.

“**Cloud Services**” means one or more of Forcepoint’s cloud-based service offerings that have been included in an Order, including their associated components and content, updates, and upgrades thereto (but excludes products for which Forcepoint generally charges a separate fee).

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

“**End User**” means an authorized user of the Products.

“**End User Agreement**” means the agreement between Forcepoint and End User (e.g., Forcepoint Subscription Agreement) governing End User’s use of the Products in accordance with the terms therein.

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

“**Forcepoint**” means Forcepoint LLC, a Delaware limited liability company with a principal place of business at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759, USA, or as the context may require, Forcepoint International Technology Limited, with a principal place of business at 85 South Mall, Cork, T12 A3XN, Ireland.

“**Hardware**” means proprietary computer hardware made available by Forcepoint and purchased pursuant to an Order.

“**Order**” means a purchase commitment mutually agreed upon between (1) Forcepoint and Channel Partner, or (2) a Forcepoint authorized distributor and Channel Partner.

“**Products**” means Hardware, Subscription to the Software and Cloud Services, together with applicable Documentation and media, Technical Support, and Services Offerings, as further defined in the End User Agreement, made available by Forcepoint, and purchased pursuant to an Order.

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

“**Software**” means proprietary software applications, in object or binary code only and not source code, made available by Forcepoint and purchased pursuant to an Order.

“**Subscription**” means a limited, non-exclusive, non-transferable right to use the Products in accordance with the End User Agreement and the Order.

“**Subscription Key**” means an access code that allows access to the databases, if any, and use the Software or Cloud Services.

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

“**Technical Support**” means the support level purchased pursuant to an Order.

“**Territory**” means: (i) with respect to Channel Partners of Forcepoint LLC, the United States, Canada, Brazil, and Japan; or (ii) with respect to Channel Partners of Forcepoint International Technology Limited, any countries other than the United States, Canada, Brazil, and Japan; provided that both (i) and (ii) are subject to the export restrictions in this Agreement.

“**Upgrades**” means certain modifications or revisions to the Products as made available by Forcepoint, but excludes those modifications or revisions for which Forcepoint generally charges a separate fee.

2. Resale Rights. Forcepoint grants Channel Partner the non-exclusive right to market and resell Products pursuant to the terms of this Agreement. The Products must be obtained by Channel Partner from an authorized Forcepoint distributor, or upon approval by Forcepoint directly from Forcepoint, or as otherwise approved by Forcepoint, and may only be resold in the Territory, for use by End Users subject to the End User Agreement. Channel Partner is free to set its own prices for the Products.

3. Channel Partner Obligations. Channel Partner may not resell the Products to End Users who intend to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Forcepoint’s express prior written approval which may be withheld in Forcepoint’s sole discretion. Channel Partners will not sublicense the Products. Channel Partner will not modify or copy any Product. Channel Partner

is responsible, at its own expense, for any local government permits, licenses or approvals required for or related to its activities under this Agreement. Channel Partner must comply with the then-current terms of the Forcepoint partner programs that may be found at: [Forcepoint Global Partner Program](#). Channel Partner's use of the Channel Partner Portal is subject to the then-current terms of use that may be found at: [Forcepoint Terms of Use](#).

4. Invoices, Payments, and Delivery. If Channel Partner obtains approval to obtain Products directly from Forcepoint, Channel Partner: (a) will provide Forcepoint with a purchase order with (i) the End User's full legal name, address, and contact information, and (ii) the agreed Fees, payment terms, Subscription Term, Product part number for the Product ordered, and the licensed capacity (e.g., number of Users, Devices, or units); (b) accepts title to the Hardware and acknowledges risk of loss of or damage to the Products passes to Channel Partner upon (i) delivery to a common carrier at Forcepoint's point of shipment of the Hardware, or (ii) Forcepoint electronically issuing the Subscription Key for the Product; and (c) will pay Forcepoint the Fees under this Agreement. All amounts paid or payable, including the Fees, are nonrefundable. Channel Partner will make payment to Forcepoint net 30 days from invoice date without right of off-set, and any outstanding balances owed by Channel Partner are subject to 1.5% interest per month or the highest amount allowed by law, whichever is less. Invoices will be sent to Channel Partner at its current address on file with Forcepoint, or as otherwise directed by Channel Partner in writing. From time-to-time Forcepoint may obtain credit reports on Channel Partner to ascertain its credit worthiness. In the event Forcepoint determines, in its sole discretion, Channel Partner's credit is not worthy of the payment terms allowed for hereunder, Forcepoint may change those terms in order to meet its assessment of the relative risk.

5. Taxes. Unless otherwise required by law, Channel Partner will pay all applicable country, state, municipal and other taxes including, without limitation, sales, use, value added, withholding and other taxes, and customs and import duties on Products, other than taxes based upon Forcepoint's net income. Should tax law in the Territory require the withholding or imposition of tax by Channel Partner on any of Channel Partner's payments to Forcepoint, then Channel Partner will increase any affected Forcepoint invoice by an amount such that Forcepoint receives, net after withholding or other taxes imposed, 100% of the original invoiced amount. For any withholding taxes that are deducted by the Channel Partner from its payments to Forcepoint and remitted to tax authorities in accordance with applicable law, Channel Partner will provide all such assistance as Forcepoint may require in order to eliminate or minimize such withholding taxes including providing any necessary information and assistance required by Forcepoint to enable a claim to be made under any relevant double taxation agreement for the reduction of such withholding taxes. Channel Partner will also provide documentary evidence acceptable to Forcepoint of any withholding tax amounts being paid to the relevant tax authority to include a receipt issued to Channel Partner by the relevant tax authority.

6. Subscription Keys. Upon receipt of an Order, Forcepoint will issue a Subscription Key for the End User.

7. Limited Warranty. The End User Agreement sets forth the sole and exclusive warranties and remedies related to the Products and any materials provided pursuant to this Agreement. Channel Partner may not make any additional representations or warranties with respect to the Products other than the limited warranties expressly made by Forcepoint in this Agreement.

AS BETWEEN FORCEPOINT AND CHANNEL PARTNER, THE PRODUCTS AND ANY MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS OR MATERIALS.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FORCEPOINT, ITS AFFILIATES, ITS LICENSORS OR DISTRIBUTORS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) LOSS OF DATA; OR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FORCEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY FORCEPOINT FOR THE APPLICABLE PRODUCTS FOR THE AFFECTED END USER OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

9. Confidential Information. Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Products, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information will not, however, include any information which the Receiving Party can document: (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party agrees it will take the same measures, but no less than reasonable security measures, and use the same care, but no less than a reasonable degree of care, as it uses with its own confidential information to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use, publication, or distribution of, the Disclosing Party's Confidential Information. The Receiving Party may use Confidential Information only for the purposes identified in this Agreement and will disclose the Confidential Information only to its employees, agents or consultants who have a need to know the Confidential Information, have been advised of the confidentiality obligations related to the Confidential Information, and are under an obligation of confidentiality no less stringent than that contained herein. Any other use of Confidential Information is forbidden and a material breach of this Agreement.

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

11. Right to Use Trademark and Trade Name. Any and all trademarks and trade names which Forcepoint uses in connection with the rights granted hereunder are and remain the exclusive property of Forcepoint. This Agreement gives the Channel Partner no right therein except a limited right to reproduce trademarks and trade names as necessary for the sole purpose of allowing Channel Partner to fully promote and market Forcepoint Products pursuant to the terms of this Agreement. Forcepoint's artwork may be requested and used by Channel Partner for the duration of this Agreement. Channel Partner will abide by the logo and usage guidelines as outlined on the artwork portion of the Forcepoint web site that may be found at: [Forcepoint Copyrights and Trademarks](#).

12. Term and Termination. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party. This Agreement may be terminated immediately by written notice from Forcepoint in the case of (i) any material breach by Channel Partner, including Channel Partner's breach of Section 14, 15, 16, or 17 of this Agreement, or (ii) Channel Partner being declared insolvent or bankrupt. Channel Partner will remain obligated to pay the Fees for all Products shipped or provisioned to Channel Partner or End User. All Fees will become immediately due and payable on the effective date of termination. Upon termination of this Agreement, Channel Partner will promptly return all Forcepoint proprietary and Confidential Information including, but not limited to, the Products (and any demonstration or evaluation units) and any copies thereof, and will permanently erase any machine-resident portions of the Products. The obligations under Sections 1, 3, 4, 5, 7-10, and 12-18 will survive termination of this Agreement.

13. Indemnification. Channel Partner agrees to defend, indemnify and hold Forcepoint harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorneys' fees) arising out of, related to or incurred by Forcepoint in connection with or as a result of any claim or proceeding made or brought against Forcepoint with respect to any allegation that (i) any product(s) other than the Products infringes upon any intellectual property right, (ii) any product(s) other than the Products fails to perform, (iii) the combination of the Products with any other products infringes upon any intellectual property right, (iv) relates to Channel Partner's

sales and marketing efforts and activities, or (v) there is any breach or default by Channel Partner of its obligations under agreements with its distributors or End Users.

14. Trade Sanctions and Export Control Laws and Regulations. Channel Partner will comply with all trade sanctions and export control laws and regulations that relate to Channel Partner's activities under this Agreement, including the transactions performed thereunder, including, but not limited to, where applicable: U.S. export controls administered and enforced by the U.S. Commerce Department's Bureau of Industry and Security; U.S. export controls administered and enforced by the U.S. State Department's Directorate of Defense Trade Controls; U.S. trade sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control; European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)); United Nations resolutions/European Union regulations imposing restrictive measures/trade sanctions/embargoes or other restrictions on exporting goods and services; and the export/import regulations of other countries. Each party represents and warrants that it is not located, organized, or ordinarily resident in or acting on behalf of a country or territory that is the subject or the target of comprehensive U.S. sanctions (each a "Sanctioned Territory") (currently Cuba, Iran, North Korea, Sudan, Syria, and Crimea, but subject to change at any time); and that it is not a party designated under or owned or controlled by a person or party designated under U.S. or E.U. trade sanctions or export controls, including the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers or listed in any restrictive measures (sanctions) lists administered by the EU including without limitation regulations based on Article 215 TFEU and decisions adopted in the framework of the Common Foreign and Security Policy) (collectively, "Restricted Party"). Channel Partner also represents and warrants that it will not sell the Products to any End Users or customers in a Sanctioned Territory, or to any Restricted Party; and that it will not resell the software or technology for any end uses prohibited under applicable export controls.

To the extent Channel Partner engages in any activity pursuant to this Agreement that causes Forcepoint to violate applicable trade sanctions or export control laws or regulations or causes Forcepoint to engage in dealings or transactions with or that benefit Sanctioned Territories or Restricted Parties, Forcepoint has the option to terminate this Agreement pursuant to Section 12 (Term and Termination) above, and neither party to the Agreement will be required to continue performance thereunder if this option is invoked. Forcepoint will not be liable for any damages claimed by Channel Partner if the Agreement is terminated on this basis.

15. Rights of Government End Users. The Products meet the definition of "commercial item" in Federal Acquisition Regulation ("FAR") 2.101, were developed entirely at private expense, and are provided exclusively under the terms of the End User Agreement. Software, including Software Upgrades, is "commercial computer software" and applicable Documentation and media are "commercial computer software documentation," as those terms are used in FAR 12.212 and DFARS 227.7202. Channel Partner agrees not to share the Products with anyone, including U.S. Government End Users or agencies, unless the Products to be shared have been clearly identified as a commercial item consisting of "commercial computer software" and applicable documentation and media are "commercial computer software documentation," as those terms are used in FAR 12.212, and that any such use constitutes acknowledgement of Forcepoint's proprietary rights therein, and of the exclusive applicability of the End User Agreement.

16. Compliance with Applicable Laws, including Privacy and Anticorruption Laws. Each party will comply with all applicable laws and regulations, including those that may apply to issues relating to anti-bribery and the protection of personal data. Information will be processed by Forcepoint and Channel Partner in accordance with the Forcepoint Privacy Policy that may be found at: [Forcepoint Privacy Policy](#). Forcepoint's obligations with respect to the treatment of personal data submitted pursuant to the End User Agreement are set forth in the terms of the Forcepoint Data Processing and Protection Measures that may be found at: [Forcepoint Data Processing and Protection Measures](#).

In connection with Channel Partner activities under this Agreement, Channel Partner will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all other anti-bribery laws and regulations applicable to Channel Partner or Forcepoint as well as all codes, policies, and procedures Forcepoint may make available from time to time (individually and collectively, the "Anticorruption Standards"). Channel Partner represents, warrants, and covenants that (a) Channel Partner, its affiliates, owners, officers, directors, employees, and representatives did not and will not (i) directly or indirectly offer, promise, authorize, or provide anything of value to, or (ii) request, agree to receive, or accept anything of value from, any Government Official, political party, party official, candidate for political office, or any other person, or engage in other conduct, that may have caused or may cause Channel Partner or Forcepoint to violate Anticorruption Standards; (b) all information and documentation provided to Forcepoint by or on behalf of Channel Partner are and will be complete and accurate; and (c) Channel Partner will require substantially similar commitments to compliance with Anticorruption Standards in contracts with its

suppliers, vendors, End Users, customers or other parties in relation to the Products. Channel Partner acknowledges that, for purposes of this Agreement, a “Government Official” is (i) any officer or employee of any government or any department, agency, or instrumentality of a government, (ii) an officer or employee of a public international organization such as the United Nations or the World Bank, (iii) an individual acting in an official capacity for or on behalf of a government agency, department, instrumentality or of a public international organization, (iv) any officer or employee of a company owned or controlled by any government, or (v) a member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies. Channel Partner represents that, except as previously disclosed in writing by Channel Partner to Forcepoint, none of Channel Partner’s owners, directors, officers, partners, or employees involved in Channel Partner’s activities under this Agreement is presently (or has been within the last year) a Government Official, representative or employee of any political party, holder of public office, or a candidate for public office. Channel Partner covenants that it will inform Forcepoint promptly in writing if any such person assumes such a position while at the same time remaining one of Channel Partner’s owners, directors, officers, partners, or employees involved in Channel Partner’s activities under this Agreement. Upon Forcepoint’s written request, Channel Partner will promptly provide written certifications of its compliance with, and the continuing accuracy of, the statements made in, this Section.

17. Accounting. Channel Partner will keep and maintain its books, records and accounts in reasonable detail to accurately reflect Channel Partner activities and transactions in relation to this Agreement or the Products. Channel Partner represents, warrants, and covenants that it has devised and will maintain a system of internal accounting controls sufficient to provide reasonable assurances that all expenditures in connection with the Agreement or the Products are properly authorized, recorded, and consistent with this Agreement. Forcepoint or its designated agent will have the right, upon reasonable notice and at Forcepoint’s expense, to inspect and copy the accounts, books, and records of Channel Partner which may reasonably be related to Channel Partner’s activities or transactions in relation to this Agreement or the Products.

18. General. Forcepoint and Channel Partner are independent contractors. No agency or franchisee relationship between Channel Partner and Forcepoint is created by this Agreement. Neither party will have any right or authority to act on behalf of the other or represent that it has such right or authority. For the purposes of customer service, technical support, and as a means of facilitating interactions, Forcepoint may periodically send Channel Partner messages of an informational or advertising nature via email, and provide account information to related third-parties. Channel Partner may at any time update its communications preferences in the Forcepoint Communication Preference Center or by sending an email to privacy@forcepoint.com. Forcepoint may still send emails of a technical nature if Channel Partner “opts out” of receiving messages regarding Upgrades and enhancements. Channel Partner acknowledges that Forcepoint may use Channel Partner’s company name only in a general list of Forcepoint customers. Channel Partner may not assign this Agreement to another person or entity, without first obtaining prior written approval from Forcepoint. Each party affirmatively represents and warrants to the other that this Agreement has been accepted by its duly authorized representative. Notices sent to Forcepoint will be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759, USA. Without regard to or application of choice of laws, rules or principles, any dispute arising out of or relating to this Agreement or the breach thereof will be governed by the federal laws of the United States and the laws of the State of Delaware, USA for all claims arising in or related to the United States, Canada, Japan, Brazil, or Mexico and Dublin, Ireland for all other claims. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts in Texas, USA for all claims arising in or related to the United States, Canada, Japan, Brazil, or Mexico and the competent courts in Dublin, Ireland for all other claims; provided however that Forcepoint may seek injunctive relief in any court of competent jurisdiction in order to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party’s reasonable control, including, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities. All incorporated materials and hyperlinked terms and policies are incorporated into and form part of this Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. The parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Forcepoint at [Legal Information](#). All pre-printed or standard terms of any purchase order or other Channel Partner business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be interpreted so as reasonably to affect the intention of the parties. Forcepoint is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Forcepoint.