

**FORCEPOINT
MOBILE APP PRODUCTS
SUBSCRIPTION AGREEMENT**

THE PRODUCT IS PROVIDED ONLY ON THE CONDITION THAT SUBSCRIBER AGREES TO THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN SUBSCRIBER AND FORCEPOINT. BY ACCEPTING THIS AGREEMENT OR BY USING THE PRODUCT, SUBSCRIBER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND HAS THE AUTHORITY TO ENTER INTO AND AGREES TO BE BOUND BY THIS AGREEMENT.

1. Definitions.

“**Device**” means the computer (whether physical or virtual), electronic appliance or device on which the Product is loaded.

“**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 Subscriber.

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

“**Permitted Capacity**” means one Device.

“**Product**” means Software, Software Upgrades, together with applicable Documentation and media, if any.

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

“**Software Upgrades**” means certain modifications or revisions to the Software but excludes products for which Forcepoint generally charges a separate fee.

“**Subscriber**” means the individual, company, or other legal entity that has downloaded the Product, and is the ultimate end user of the Product.

“**Subscription**” means a non-exclusive, personal, nontransferable right to use the Product in accordance with this Agreement.

“**Subscription Term**” means the agreed upon time period in an order for the specific Forcepoint software product which has been separately licensed by Subscriber for which the Product has been intended to operate as set forth in the Documentation.

2. Product Subscription. Subject to the provisions contained in this Agreement, Forcepoint hereby grants Subscriber, for the Subscription Term, a Subscription, to use the Product solely for Subscriber’s internal business purposes up to the Permitted Capacity, and solely in conjunction with the specific Forcepoint software product that is separately licensed by Subscriber from Forcepoint for which the Product is intended to interact as set forth in the Documentation. Nothing in this Agreement alters or modifies the terms and conditions of the Forcepoint end user agreements governing any other Forcepoint software products. Subscriber may not and will not permit anyone else to copy the Product, other than copies made solely for data backup and testing purposes.

3. Intellectual Property Rights. All right, title, and interest in and to the Product, 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 Product may include software products licensed from third parties. Such third parties have no obligations or liability to Subscriber under this Agreement but are third-party beneficiaries of this Agreement. Forcepoint owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Subscriber relating to the Product. 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 to Subscriber in this Agreement are reserved to Forcepoint and its licensors. Subscriber may not remove any proprietary notice of Forcepoint or any third-party from the Product or any copy of the Product, without Forcepoint’s prior written consent.

4. Protection and Restrictions. Subscriber will take all reasonable steps to safeguard the Product to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Product contains valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Forcepoint. Subscriber may use the Product only for the internal business purposes of Subscriber. Subscriber will not itself, or through any affiliate, employee, consultant, contractor, agent or other third-party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Product; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Product, in whole or in part, for competitive purposes or otherwise; (iii) conduct penetration testing on or within the Products for any reason; (iv) allow access to, provide, divulge or make available the Product to any user other than Subscriber’s employees and contractors who have a need to such access and who will be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (v) write or develop any derivative works based upon the Product; (vi) modify, adapt, translate or otherwise make any changes to the Product or any part thereof; (vii) use the Product to provide processing services to third-parties, or otherwise use the same on a ‘service bureau’ basis; (viii) disclose or publish, without Forcepoint’s prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Product; (ix) otherwise use or copy the same except as expressly permitted herein; (x) use any third-party

software included in the Product independently from the Forcepoint proprietary Product. Subject to the terms of this Agreement, Subscriber may allow its agents and independent contractors to use the Product solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of this Agreement. Any other use of the Products by any other entity is forbidden and a violation of this Agreement. Subscriber must not use the Products to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Forcepoint's express prior written approval, which may be withheld in Forcepoint's sole discretion. If any additional third-party end-user license agreement or open source software license agreement is (a) attached to this Agreement or the Order, or (b) included in the Product "about" file, "readme" file or Documentation, then Subscriber's use of the third-party software is further restricted by and subject to such license

5. Warranty Disclaimer. FORCEPOINT PROVIDES THE PRODUCT "AS IS" AND MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, NOR AGREES TO ANY CONDITIONS REGARDING THE PRODUCT, ITS USE BY SUBSCRIBER, INCLUDING ANY INSTALLATION, CUSTOMIZATION OR TRAINING BY FORCEPOINT OR ANY THIRD PARTY, AND SUBSCRIBER AGREES TO HOLD FORCEPOINT HARMLESS AGAINST ANY AND ALL CLAIMS RELATING THERETO. FORCEPOINT SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCT WILL MEET SUBSCRIBER'S REQUIREMENTS; WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY SUBSCRIBER; THAT THE OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR UNINTERRUPTED, ACCURATE, USEFUL, RELIABLE, OR COMPLETE; OR THAT ALL ERRORS OR DEFECTS IN THE PRODUCT WILL BE CORRECTED. FORCEPOINT WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO SUBSCRIBER'S USE OR INABILITY TO USE THE PRODUCT. SUBSCRIBER'S USE OF THE PRODUCT IS AT SUBSCRIBER'S OWN RISK.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FORCEPOINT, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) SUBSCRIBER'S DECISIONS BASED ON ITS INTERPRETATION OF THE OUTPUT FROM THE PRODUCT; NOR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING CLAIMS FOR USE OF THE PRODUCT, 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 SUBSCRIBER'S APPLICABLE SUBSCRIPTION TO THE PRODUCT OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE OR ONE HUNDRED U.S. DOLLARS (\$100.00) WHICHEVER IS GREATER.

7. Term and Termination. Upon termination or expiration of the Subscription Term, Subscriber's right to use the Product terminates. Either party may terminate this Agreement immediately upon written notice at any time if the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Upon notification of termination by either party, Subscriber must uninstall any Product, cease using and destroy or return all copies of the Product to Forcepoint, and to certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 3-7, and 9-11 survive the termination of this Agreement.

8. Compliance with Laws; Data Processing. Each party will comply with all applicable laws and regulations, which may include the European Union's General Data Protection Regulation, that may apply to issues including the protection of personal data, and anti-bribery. Subscriber must obtain any required consents (including employee consent) addressing the interception, reading, copying, analyzing, or filtering of emails and their attachments as well as any local government permits, licenses, or approvals required to use the Product. Neither party will use any data obtained via the Product for any unlawful purpose. Each party's obligations with respect to the treatment of data submitted to Forcepoint pursuant to this Agreement are incorporated by reference into this Agreement and may be found at: [Forcepoint Data Processing and Data Protection Measures](#).

9. Rights of U.S. Government Subscribers. The Product meets the definition of "commercial item" in Federal Acquisition Regulation ("FAR") 2.101, was developed entirely at private expense, and are provided to Government Subscribers exclusively under the terms of this Agreement. Software, including Software Upgrades, is "commercial computer software" and applicable Documentation and media are "commercial computer software documentation," as those terms are used in FAR 12.212 and DFARS 227.7202. Use of the Product by the U.S. Government constitutes acknowledgment of Forcepoint's proprietary rights therein, and of the exclusive applicability of this Agreement.

10. Export. Commodities, technology, and software, including the Product (collectively referred to as “items”) are subject to the export control laws of the United States and other countries that may lawfully control the export of such items. Moreover, the furnishing of support services with respect to items that are controlled as defense or military items may also be subject to such laws. Subscriber will not transfer such items or furnish such services except in compliance with the export laws of the United States and any other country that may lawfully control the export of such items or the provision of such services. Subscriber will indemnify and hold Forcepoint harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorneys’ fees) that Forcepoint may incur due to Subscriber’s non-compliance with applicable export laws, rules, and regulations. Subscriber will immediately notify Forcepoint of any violation of any export law, rule, or regulation, which may affect Forcepoint or relate to the activities covered under this Agreement.

11. General.

11.1 For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Forcepoint may periodically send Subscriber messages of an informational or advertising nature via email and provide account information to related third parties (e.g. Subscriber’s reseller). Information will be processed by Forcepoint in accordance with the [Privacy Policy](#) and applicable data privacy laws. Subscriber may at any time update its communications preferences on Forcepoint.com or by sending an email to privacy@forcepoint.com. Subscriber acknowledges and agrees that if it chooses not to receive informational or advertising messages, then it will not receive Forcepoint emails concerning upgrades and enhancements to Products. However, Forcepoint may still send emails of a technical nature. Forcepoint may use non-identifying and aggregate usage and statistical information collected in relation to Subscribers’ and its users’ use of the Products for purposes outside of the Agreement. Subscriber acknowledges that Forcepoint may use Subscriber’s company name only in a general list of Forcepoint customers.

11.2 Subscriber may not transfer any of Subscriber’s rights to use the Product or assign this Agreement to another person or entity, without first obtaining Forcepoint’s prior written approval.

11.3 Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759 USA. Notices sent to Subscriber will be sent to Subscriber’s address in Forcepoint’s system of record. Notices are considered to have been received at the time of actual delivery in person, two business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph.

11.4 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, or Mexico and Dublin, Ireland for all other claims, without regard to or application of choice of laws, rules, or principles. Both parties hereby consent to the exclusive jurisdiction of: (i) the state and federal courts in Austin, Texas, USA, for all claims arising in or related to the United States, Canada, Japan, or Mexico; and (ii) the competent courts in Dublin, Ireland for all other claims, provided however that Forcepoint may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

11.5 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.

11.6 These terms and conditions, including all incorporated materials and hyperlinked terms and policies, constitute the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. The terms “including” and “include” means “including without limitation” and “include without limitation”, respectively. Subscriber agrees that this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Forcepoint regarding future functionality or features. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Forcepoint at: [Legal Information](#). Forcepoint is not obligated under any other agreements unless they are in writing and signed by Forcepoint’s authorized representative. All pre-printed or standard terms of any Subscriber’s purchase order or other business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. In the event of a conflict or inconsistency between the terms of this Agreement and the terms of any ordering documentation, the terms of this Agreement prevail.

11.7 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.