

## 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.

“**Database Updates**” means changes to the content of the Databases.

“**Databases**” means proprietary databases of URL addresses, software applications or other content.

“**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 the ultimate 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.

“**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 Minerva House, Simonscourt Road, Ballsbridge, Dublin 4, Ireland.

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

“**Malware**” means computer software or program code that is designed to damage or reduce the performance or security of a computer program or data.

“**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, Subscription to SaaS, and the right to receive Database Updates, Software Upgrades, together with applicable documentation and media, and packaged service offerings, made available by Forcepoint and purchased pursuant to an Order.

“**SaaS**” means Forcepoint’s software-as-a-service offerings, including SaaS Web and/or SaaS Email.

“**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.

“**Software Upgrades**” means certain modifications or revisions to the Software.

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

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

“**Subscription Key**” means an encrypted access code that allows End Users to access the Databases and use the Software.

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

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

2. Resale Rights. Subject to the terms and conditions of this Agreement, Forcepoint grants Channel Partner the non-exclusive right to market and resell Products. The Products must be obtained by Channel Partner from an authorized Forcepoint distributor, or upon approval by Forcepoint directly from Forcepoint, and may only be resold in the Territory, directly to End Users. Channel Partner will not modify or copy any Product; however, Channel Partner may bundle the Products along with Channel Partner’s hardware or software and distribute such bundled products to End Users provided that such Products may only be used as part of a Subscription to one or more of the Databases. 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, and End Users are subject to the terms of the then-current End User Agreement included with the Products. Channel Partner must comply with the then-current terms of the Forcepoint partner programs, at [Forcepoint Global Partner Program](#) . Channel Partner's use of the Channel Partner Portal is subject to the then-current terms of use set forth at [Terms of Use](#) and the then-current Privacy Policy set forth at [Privacy Policy](#).

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, (ii) the Product part number for the Product ordered and the licensed capacity (e.g. number of Seats, Users, Devices, or appliances), and (iii) the Product price per unit (e.g. Seat, User, Device, or appliance); (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 (A) the media containing the Software or (B) the Hardware, or (ii) Forcepoint electronically sending the Subscription Key for the Product to the Channel Partner or End User; and (c) will pay Forcepoint the fees for each Product and Subscription provided under this Agreement. All Product purchase orders placed with Forcepoint by Channel Partner are subject to acceptance in writing by Forcepoint, at Forcepoint's sole discretion. All amounts paid or payable, including the Subscription Fees, are nonrefundable. Channel Partner will make payment to Forcepoint net thirty (30) days from invoice date without right of off-set, and any outstanding balances owed by Channel Partner are subject to one and one half percent (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 shall 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 shall increase any affected Forcepoint invoice by an amount such that Forcepoint receives, net after withholding or other taxes imposed, one hundred percent (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 acceptance 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. Keys. Upon receipt of an Order including agreed-upon payment terms, Forcepoint will issue a Subscription Key to the End User.

7. Limited Warranty. For the Subscription Term, Forcepoint warrants that the Products, as updated from time to time by Forcepoint and used in accordance with the Documentation and the End User Agreement by End User, will operate in substantial conformance with the Documentation under normal use. Forcepoint does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy End User's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; or (B) data contained in the Databases will be (i) appropriately categorized or (ii) that the algorithms used in the Products will be complete or accurate. Forcepoint's sole obligation and any Channel Partner's and/or End User's sole remedy is for Forcepoint to correct any significant deviation from the specifications in a manner determined by Forcepoint.

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.

Channel Partner may not make any additional representations or warranties with respect to the Products other than the limited warranties made by Forcepoint in this Agreement.

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 shall 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 shall 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 shall 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. The Products and all related intellectual property rights are the exclusive property of Forcepoint or its licensors. All right, title and interest in and to the Products, any modifications,

translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Products remain exclusively with Forcepoint or its licensors. The Products are valuable, proprietary, and unique, and Channel Partner agrees to be bound by and observe the proprietary nature of the Products. The Products contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. Channel Partner may not remove any proprietary notice of Forcepoint or any third party. The Products 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. All rights not granted to Channel Partner in this Agreement are reserved to Forcepoint. No ownership of the Products passes to Channel Partner. Forcepoint may make changes to the Products at any time without notice. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights.

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 ([Copyrights and Trademarks](#)).

12. Term and Termination. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated immediately by written notice from Forcepoint in the case of (1) any material breach by Channel Partner, including Channel Partner's breach of Section 14, 15, 16, or 17 of this Agreement, or (2) Channel Partner being declared insolvent or bankrupt. Channel Partner shall remain obligated to pay the fees for all Products shipped or provisioned to Channel Partner or End User. All sums due to Forcepoint shall become immediately due and payable on the date of termination. Upon termination of this Agreement, Channel Partner shall 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 shall permanently erase any machine-resident portions of the Products.

The obligations under Sections 3, 4, 5, 7-10, 12-18 shall 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 material breach or default by Channel Partner in the performance of its obligations under agreements with Forcepoint, 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 apply to this Agreement, the parties, and/or 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.

Channel Partner 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, Sudan, Syria, and Crimea, but subject to change at any time). Channel Partner also represents and warrants that it will not sell the Products to any End Users or

customers in a Sanctioned Territory; 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”); that it will not sell the Products to any Restricted Party; and that it will not use 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 Restricted Parties, Forcepoint has the option to terminate this Agreement pursuant to Section 12 above, and neither party to the Agreement will be required to continue performance thereunder if this option is invoked. Forcepoint shall not be liable for any damages claimed by Channel Partner if the Agreement is terminated on this basis.

15. Government Restricted Rights. Channel Partner is responsible, at its own expense, for any local government permits, licenses or approvals required to resell Products.

Channel Partner also agrees not to sell or use, or to allow any customer or partner of Channel Partner to sell or use, Products to filter, screen, manage or censor Internet content for consumers without (a) permission from the affected consumers and (b) Forcepoint’s express prior written approval, which may be withheld in Forcepoint’s sole and absolute discretion.

16. Compliance with Anticorruption Laws. In connection with this Agreement and all Channel Partner activities related to the Products and the Channel Partner Program, 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) offer, promise, authorize, or provide anything of value, directly or indirectly, 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, employees, or close family members thereof, i.e., spouses, children, parents and siblings, 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. Upon Forcepoint’s written request, Channel Partner shall promptly provide written certifications of its compliance with, and the continuing accuracy of, the statements made in, this Section 16.

17. Accounting. Channel Partner shall 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 shall 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 shall 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 choose to "opt-out" of receiving these messages or information sharing by sending an email to [optoutlegal@forcepoint.com](mailto:optoutlegal@forcepoint.com) requesting the opt-out. Channel Partner acknowledges and agrees that by sending such email and "opting out" it will not receive emails containing messages concerning upgrades and enhancements to Products. However, Forcepoint may still send emails of a technical nature. 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 shall 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 shall 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. 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, 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. This Agreement constitutes 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. 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 shall 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.