

FORESCOUT FORWARD INDIRECT RESELLER PROGRAM AGREEMENT

THIS FORESCOUT FORWARD INDIRECT RESELLER PROGRAM AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH BELOW, THE FORESCOUT FORWARD PARTNER PROGRAM GUIDE ("PROGRAM GUIDE"), AND EACH ACCEPTED ORDER, ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE (COLLECTIVELY, THIS "AGREEMENT"), WHICH IS A BINDING LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN FORESCOUT TECHNOLOGIES, INC. ("FORESCOUT") AND (I) THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("YOU" OR "RESELLER"). BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE ACCEPTANCE BUTTON, AND SUBJECT TO FORESCOUT'S SEPARATE VERIFICATION OF ACCEPTANCE INTO THE FORESCOUT INDIRECT RESELLER PROGRAM ("PROGRAM"), YOU AGREE THAT THIS FORESCOUT INDIRECT RESELLER AGREEMENT IS ENFORCEABLE AS ANY WRITTEN NEGOTIATED AGREEMENT BY YOU AS AN AUTHORIZED REPRESENTATIVE OF RESELLER. IF YOU DO NOT AGREE, DO NOT CLICK ACCEPTANCE OF THE TERMS OF THE AGREEMENT; DISCONTINUE REGISTRATION; AND DO NOT SUBMIT ANY ORDER TO FORESCOUT.

1. DEFINITIONS.

In this Agreement, the following terms shall have the corresponding meanings:

"Documentation" means the technical documentation or written specifications applicable to any given Product.

"End User" means a customer located in the Territory who uses the Products or Services for its own internal use and not for resale or distribution to other entities or individuals.

"End User Opportunity" means the identification of a prospective End User of Products or Services by a ForeScout reseller and registration of that prospective End User using the deal registration process specified by ForeScout.

"Distributors" means value-added distributors authorized by ForeScout to distribute Products and Services to resellers in the Territory.

"Hardware" means ForeScout's proprietary hardware appliance.

"Partner Portal" means the website maintained by ForeScout to be used by its authorized resellers as modified and updated by ForeScout from time to time in its sole discretion.

"Partner Program Guide" means the then-current information on ForeScout's public website, ForeScout Partner Portal (or successor portal) that describes the ForeScout Forward Partner Program requirements and benefits.

"Products" means collectively the Hardware, Software and related Documentation listed as available on the Partner Portal and in ForeScout's published price list as may be revised by ForeScout from time to time, and "Product" means any one of them. For firmware and software, the terms "purchase" or "sale" mean "license." ForeScout, in its sole discretion, may discontinue any Product.

"Professional Services" means services provided by ForeScout authorized personnel to (i) install, configure, or administer the Products, or (ii) train End Users how to operate and administer the Products.

"Services" means the Support Services and the Professional Services.

"Support Services" means ForeScout's then-current standard support services for End User technical support and maintenance and for replacements of Products outside the End User warranty period. ForeScout, in its sole discretion, may discontinue any Support Services and will provide written notice thereof to Reseller.

"Software" means the software programs developed by ForeScout that are installed on the Hardware or that are downloaded electronically which Reseller is authorized to resell hereunder.

"Term" shall have the meaning set forth in Section 5.1 (*Term*).

"Territory" means the territory specified above.

"Trademarks" means any and all of the ForeScout trademarks, service marks, or logos, adopted by ForeScout from time to time for use in connection with the Products and/or Services.

1. APPOINTMENT.

1. **ForeScout Silver, Gold, Platinum Resellers (as applicable).** During the Term and subject to the terms and conditions of this Agreement, ForeScout hereby grants Reseller, and Reseller hereby accepts, a nonexclusive, nontransferable, non-assignable right to: (i) resell Products and Services to End Users; (ii) market Services to such End Users; and (iii) use the Products as reasonably required in connection with such marketing and resale efforts. ForeScout reserves the right to appoint other distributors or resellers in any location and to contract directly with End Users. Reseller shall not access or use the Products except in furtherance of this Agreement and subject to the terms and conditions hereof. Reseller shall not remove, alter or obscure any patent, copyright, trademark or other proprietary notice on or in the Products. Nothing in this Agreement shall prohibit Reseller from selling competing products in the Territory.
2. **ForeScout Associate Resellers (as applicable).** During the Term and subject to the terms and conditions of this Agreement, ForeScout hereby grants Reseller, and Reseller hereby accepts, a nonexclusive, nontransferable, non-assignable right, ON A LIMITED CASE-BY-CASE BASIS FOR A SPECIFIC END USER ORDER AS APPROVED BY FORESCOUT IN ITS SOLE DISCRETION, to: (i) resell Products and Services to End User; (ii) market Services to such End User; and (iii) use the Products as reasonably required in connection with such marketing and resale efforts. ForeScout reserves the right to appoint other distributors

or resellers in any location and to contract directly with End User. Reseller shall not access or use the Products except in furtherance of this Agreement and subject to the terms and conditions hereof. Reseller shall not remove, alter or obscure any patent, copyright, trademark or other proprietary notice on or in the Products. Nothing in this Agreement shall prohibit Reseller from selling competing products in the Territory. For purposes of clarity, all references in this agreement to the plural "End Users" shall apply to the specific End User order issued by Reseller hereunder.

2. RESELLER OBLIGATIONS.

1. **Reseller Marketing and Sales Obligations.** During the Term, Reseller will:
 3. devote its commercially reasonable efforts to actively market, promote, sell and otherwise maximize demand for Products and Services by End Users in the Territory; and
 4. maintain good working relationships with End Users and generally conduct its business in a manner that enhances the reputation of ForeScout and its Products and Services.
 1. **Orders for Products and Services.** Reseller agrees to purchase Products and Services directly from Distributors only, unless otherwise authorized by ForeScout in writing.
 2. **Territory.** Reseller is only authorized to promote, market and resell Products and Services in the Territory. Notwithstanding the foregoing, Reseller is authorized to request Distributor to ship to End User locations outside of the Territory for the purposes of supporting End User global implementations of ForeScout Products and Services, provided however, Reseller represents and warrants that such shipments shall comply with the terms and conditions of this Agreement, including without limitation, Sections 3.5 (*Point of Sale Information*) and 11.2 (*Export Controls*).
3. **End User License Agreement.** Reseller shall include in any agreement with an End User reference to the terms and conditions of ForeScout's End User License Agreement ("EULA") or a general reference to manufacturer or supplier's terms and conditions and ensure that all Products delivered to End Users contain the EULA, a copy of which is available at <http://www.forescout.com/eula>, without any alterations whatsoever, in the original packaging..
4. **Point of Sale ("POS") Information.** Reseller will provide POS information to Distributors at the time of order placement, including the SKUs and quantity of Products sold, End User names, addresses and contact person(s), including country and zip/postal code. A purchase order ("PO") must be submitted to ForeScout on behalf of End Users that are located within the defined Territory of both Reseller and Distributor even if the final shipment destination is outside of the Territory. Reseller will retain POS materials for two (2) years from the date of sale, and ForeScout, at its expense, may audit Reseller's POS records.

5. PRODUCT SUPPORT.

4.1 End User Support. If End User purchases Support Services, ForeScout will provide the

appropriate Support Services according to the maintenance level selected, and subject to the maintenance terms located at <https://forescout.com/company/legal/activecare-maintenance-and-support-policy/>.

4.2 ForeScout Professional Services. If End User purchases Professional Services, ForeScout will provide the appropriate Professional Services, subject to ForeScout's standard Professional Services Terms and Conditions available at <http://www.forescout.com/eula>. Reseller is not authorized to perform Professional Services on behalf of ForeScout, unless it has been certified as an authorized Delivery Partner.

1. TERM AND TERMINATION.

1. **Term.** The term of this Agreement will be for a period of one (1) year from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for additional one-year terms (each a "Renewal Term"), unless either party provides written notice to the other party not less than sixty (60) days prior to the expiration of the then-current term that it does not elect to renew. The Initial Term and all Renewal Terms, if any, shall be referred to collectively as the "Term."
2. **Termination for Convenience.** Either party may terminate this Agreement without cause on sixty (60) days' prior written notice to the other party.
3. **Termination for Cause.** A party will have the right to terminate this Agreement immediately by written notice to the other if the other party breaches any material provision of this Agreement and has failed to cure such breach within thirty (30) days following receipt of notice of the breach including reasonable detail. ForeScout may terminate this Agreement immediately if Reseller engages in any unlawful business practice. Notwithstanding the foregoing, ForeScout may terminate this Agreement immediately effective on notice to Reseller if: (i) Reseller makes any assignment in violation of this Agreement; (ii) Reseller becomes the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law, makes an assignment for the benefit of a creditor or is unable to meet its current financial obligations as they come due, or if a receiver is appointed to take possession of any part of Reseller's assets; (iii) Reseller is unable or unwilling, in ForeScout's reasonable judgment, to fully comply with the obligations herein; or (iv) Reseller breaches Section 8 (*Trade Secrets and Proprietary Information*) of this Agreement, in which case ForeScout may also bring any appropriate legal action to enjoin such breach and will be entitled to recover from Reseller reasonable attorneys' fees and costs in addition to other appropriate relief.
4. **Effect of Termination.** On termination, (i) Reseller's right to market and resell the Products and Services and to use the Trademarks will cease, (ii) Reseller may no longer represent itself as an authorized reseller or representative of ForeScout, and (iii) within ten (10) days of such termination, Reseller will return or certify in writing that it has destroyed all collateral, marketing and other materials that contain Trademarks, all

Documentation for Products in its possession, and all ForeScout Confidential Information (as defined in Section 8.5 (*Confidentiality*) below). Reseller shall provide ForeScout, as soon as practicable, a list of End Users that Reseller has engaged in relation to the Products, and Reseller agrees that ForeScout has the right to contact such End Users to advise them of the termination of this Agreement and to negotiate continued support of the Products directly or through an alternative reseller or distributor. Termination will not release either party from its obligation to pay any amounts accruing prior to the effective date of termination. On termination, neither party will be liable to the other for compensation, reimbursement or damages, including but not limited to, loss of prospective profits or anticipated sales, expenditures, investments, leases or commitments in connection with the business or goodwill of ForeScout or Reseller, or for any other reason relating to or arising from such termination.

5. **Survival.** Sections 5 (*Term and Termination*), 6 (*Disclaimer and Warranty*), 7 (*Limitation of Liability*), 8 (*Trade Secrets and Proprietary Information*), 9 (*Trademarks*), 10 (*Indemnification*), and 11 (*Compliance with Laws*) will survive any termination or expiration of this Agreement.

2. DISCLAIMER AND WARRANTY

1. The Products are warranted by ForeScout directly to End Users pursuant to the terms of the EULA which is packaged with the Product. ALL INFORMATION AND MATERIALS ON THE PARTNER PORTAL ARE PROVIDED "AS IS" AND FORESCOUT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING.

3. LIMITATION OF LIABILITY

1. EXCEPT FOR (i) RESELLER'S BREACH OF IT'S INDEMNIFICATION OBLIGATIONS HEREIN, AND (ii) FORESCOUT'S BREACH OF SECTION 8.5 (*CONFIDENTIALITY*) OR ITS OBLIGATIONS UNDER SECTION 10.2(iii) (*FORESCOUT'S INDEMNIFICATION OBLIGATIONS TO RESELLER*), TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS, LOST OR CORRUPTED DATA, LOSS OF USE, OR PROCUREMENT OF REPLACEMENT GOODS, HOWEVER INCURRED, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. EXCEPT FOR (i) RESELLER'S BREACH OF IT'S INDEMNIFICATION OBLIGATIONS HEREIN, AND (ii) FORESCOUT'S BREACH OF SECTION 8.5 (*CONFIDENTIALITY*); OR ITS OBLGATIONS UNDER SECTION 10.2(iii) (*FORESCOUT'S INDEMNIFICATION OBLIGATIONS TO RESELLER*), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR

RELATED TO THIS AGREEMENT EXCEED THE CUMULATIVE FEES PAID BY RESELLER TO ITS DISTRIBUTOR IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

3. THE DISCLAIMERS AND LIMITATIONS STATED IN THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS.

4. TRADE SECRETS AND PROPRIETARY INFORMATION.

1. **Ownership.** Reseller acknowledges that (a) ForeScout is the owner of all rights, title and interest in and to the Products, including, without limitation, all trademarks, copyrights, patent rights, and all other proprietary rights therein and thereto; (b) the Products are confidential in nature and not in the public domain; and (c) except as expressly set forth in this Agreement, ForeScout does not grant any rights to or ownership of the Products to Reseller. Reseller further acknowledges that ForeScout retains all right, title and interest in all improvements, enhancements, modifications and derivative works of the Products including, without limitation, all rights to patents, copyrights, trade secrets and trademarks therein and thereto. Reseller agrees not to challenge, directly or indirectly, the right, title and interest of ForeScout in and to the Products, nor the validity or enforceability of ForeScout's rights as set out herein. Reseller agrees not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for any of the Products or any proprietary rights therein or to take any other action which may adversely affect ForeScout's right, title, or interest in or to the Products in any jurisdiction. Reseller agrees that any attempt to do so will entitle ForeScout to terminate this Agreement.
2. **Feedback.** Any information, ideas, concepts, feedback and know-how provided by Reseller to ForeScout concerning the Products (collectively "Feedback") will be the property of ForeScout. Reseller agrees to assign, and hereby does assign, all right, title and interest worldwide in the Feedback and the related intellectual property rights to ForeScout and agrees to assist ForeScout, at ForeScout's expense, in perfecting and enforcing such rights.
3. **Unauthorized Access.** Reseller agrees to take all reasonable steps to ensure that only persons authorized by Reseller will have access to any of the Products and that, in all events, all authorized persons having access to the Products will refrain from any use, disclosure, duplication or reproduction of the Products, or disclosure of any attributes of the Products, not expressly authorized herein. Reseller agrees to notify ForeScout immediately and in writing of all circumstances surrounding the unauthorized possession or use of the Products by any person or entity. Reseller agrees to cooperate fully with ForeScout in any litigation relating to or arising from such unauthorized

possession or use.

4. **Restrictions.** Reseller agrees that it will not:
 5. disassemble, decompile, alter or reverse engineer any Product or otherwise attempt to derive the source code, algorithms, structure, or concepts underlying the Products, except to the extent required by law;
 6. copy or otherwise reproduce any Products, in whole or in part;
 7. remove, modify or otherwise tamper with notices or legends on the Products or any labeling on any physical media containing the software Products; or
 8. rent, lease, provide temporary access to, or otherwise use the Products in any manner to provide service bureau, time sharing, or other computer services to third parties.

Reseller's rights in the Products are limited to those expressly granted in this Agreement. Reseller has no right to use, modify, enhance, copy or sublicense the Products.

- 1. **Confidentiality.** "Confidential Information" means the confidential and proprietary information of a party, which may include End User confidential information, including, without limitation, diagnostics, software, firmware, all Product information, marketing information, including, but not limited to, financial and technical data, including the existence and terms of this Agreement. Each party acknowledges that during the course of performing its obligations under this Agreement, it will, as receiving party (the "Receiving Party") have access to Confidential Information of the other party (the "Disclosing Party"). The Receiving Party agrees to use such Confidential Information only in the performance of this Agreement. The Receiving Party will protect the Confidential Information of the Disclosing Party with at least the degree of care with which it protects its own Confidential Information, but in no case with less than a reasonable degree of care. The Receiving Party is prohibited from disclosing Confidential Information to any third party, other than the Receiving Party's employees who have a need to know such information, without the Disclosing Party's prior written consent, and only if such party is bound by a duty of confidentiality at least as restrictive as that required by this Section. The Receiving Party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the Receiving Party has given the Disclosing Party prompt notice to allow the Disclosing Party an opportunity to defend, limit or protect such disclosure. Confidential Information does not include information that is (i) rightfully in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party, (ii) a matter of public knowledge through no fault of the Receiving Party, (iii) rightfully furnished to the Receiving Party by a third party without restriction on disclosure or use; or (iv) independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Due to the proprietary nature of the Confidential Information, a breach of the obligations under this Section may cause

irreparable harm to the Disclosing Party for which a remedy at law may be inadequate, in which case the Disclosing Party will be entitled to seek immediate injunctive relief in addition to any other available remedies.

1. TRADEMARKS.

1. **Use of Trademarks.** Subject to the terms and conditions of this Agreement, ForeScout grants Reseller a nonexclusive, nontransferable, non-assignable license to use the Trademarks in the Territory in connection with the promotion and distribution of the Products and/or Services, and for no other purpose. Reseller shall not use any trademark other than a Trademark, as authorized by ForeScout, to identify the Products. All usage of the Trademarks shall be in accordance with ForeScout guidelines, as may be revised by ForeScout from time to time in its discretion. Reseller shall submit any proposed use of the Trademarks for ForeScout's review and approval prior to such usage being made public. ForeScout shall have the right in its sole discretion to modify or alter the way in which the Trademarks appear.
2. **Rights to Trademarks.** Reseller acknowledges that ForeScout is the exclusive owner of the Trademarks, and Reseller shall not assert any claim of ownership to the Trademarks, or otherwise interfere with ForeScout's sole and exclusive rights to the Trademarks, and that all goodwill arising from use of the Trademarks by Reseller shall inure solely to the benefit of ForeScout. Reseller shall not, during the Term of this Agreement or thereafter, use, register or attempt to register in any jurisdiction any of the Trademarks or any mark confusingly similar thereto, and Reseller shall not contest the use by ForeScout, or by a third party authorized by ForeScout, of the Trademarks or other name or designation relevant to the subject matter of this Agreement anywhere in the world, whether during or after the term of this Agreement. Reseller acknowledges that any breach of this Section will result in immediate and irreparable harm to ForeScout and will entitle ForeScout to injunctive or other equitable relief. If Reseller obtains any trademark registration in violation of this Section, Reseller hereby irrevocably assigns all worldwide rights, title and interest therein to ForeScout.
3. **Rights to Sales and Marketing Materials.** Reseller acknowledges that ForeScout is the exclusive owner of all ForeScout sales and marketing materials. ForeScout grants Reseller a non-exclusive, non-transferable, non-assignable license to use sales and marketing materials according to ForeScout marketing guidelines, which are subject to change from time to time as determined in ForeScout's sole discretion.

2. INDEMNIFICATION.

1. **Indemnification from Reseller to ForeScout.** Reseller will defend, indemnify and hold harmless ForeScout from and against any and all liabilities, damages, settlements, claims, actions or expenses (including, without limitation, reasonable attorneys' fees and other reasonable expenses of litigation) resulting from (i) Reseller's breach of its confidentiality obligations herein; (ii) any misrepresentations, warranties or guarantees

made by Reseller or Reseller's personnel concerning the Products or Services in excess of those authorized by ForeScout; (iii) a claim that the Products infringe or misappropriate third party intellectual property rights due to any modification to or combination of the Product with programs, equipment or hardware provided or recommended by Reseller where such infringement would not have occurred but for such modification or combination; (iv) grossly negligent acts or omissions by Reseller or Reseller's personnel. ForeScout will provide Reseller with prompt written notice of the claim, permit Reseller to control the defense or settlement of any such claim, and provide reasonable assistance as requested by and at the expense of Reseller. ForeScout shall not be responsible to Reseller and/or any third party or bound by any settlement made by Reseller without ForeScout's prior written consent.

2. **Indemnification from ForeScout to Reseller.** ForeScout will defend, indemnify and hold harmless Reseller from and against any and all liabilities, damages, settlements, claims, actions or expenses (including, without limitation, reasonable attorneys' fees and other reasonable expenses of litigation) resulting from: (i) ForeScout's breach of its confidentiality obligations herein; (ii) grossly negligent acts or omissions by ForeScout or ForeScout's personnel; (iii) a third party claim that the Software provided to Reseller pursuant to this Agreement infringe such third party's intellectual property rights. ForeScout's obligations hereunder are conditioned on Reseller providing ForeScout with prompt written notice of the claim and permitting ForeScout to control the defense or settlement of any such claim, and providing reasonable assistance as requested by and at the expense of ForeScout; provided however, that: (i) ForeScout keep Reseller informed of, and consult with Reseller in connection with the progress of such litigation or settlement; and (ii) ForeScout shall not have any right, without Reseller's written consent (which shall not be unreasonably withheld), to settle any such claim if such settlement contains a stipulation to or admission or acknowledgment of any liability or wrongdoing. The foregoing indemnity shall not apply and ForeScout shall have no obligation to the extent any claim of infringement arises from: (a) any combination of the Software with programs, equipment or hardware not supplied or approved in writing by ForeScout, where such infringement would not have occurred but for such combination; (b) the adaptation or modification of the Software, where such infringement would not have occurred but for such adaptation or modification; or (c) the use of the Software in a manner for which it was not designed or intended or which is not permitted hereunder, where such infringement would not have occurred but for such use. Should the Software or any portion thereof become, or in ForeScout's opinion be likely to become the subject of a claim for which indemnity is provided under this Section, ForeScout may elect in its sole discretion to (i) procure for Reseller the right to exercise its rights under this Agreement; (ii) replace or modify the Software so that it becomes non-infringing provided that the same functions are performed by the replaced or modified Software. If ForeScout determines in its sole discretion that (i) or (ii) are not commercially reasonable, ForeScout shall so notify Reseller in writing and

terminate the End User's license(s) to such affected Software under this Agreement. Upon ForeScout's written notice of the termination of End User's license(s) pursuant to this Section, Reseller shall return to ForeScout all affected Software remaining in Reseller's possession for a pro-rata refund of fees paid by Reseller to Distributor for the affected Software calculated over a 36 month period on a straight line basis. This section states Reseller's sole and exclusive remedy in the event that a Software infringes on the intellectual property right of any third party.

3. COMPLIANCE WITH LAWS.

1. **General.** Each party will comply fully with all international and national laws and regulations that apply to the Products and/or Services and to performance of its obligations hereunder.
2. **Export Controls.** Reseller represents that it is not a "Restricted Person," which shall be deemed to include any person or entity: (1) located in or a national of Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Unless authorized by U.S. regulation or license, Reseller will not, in connection with the activities contemplated by this Agreement, export or re-export, directly or indirectly, any Products, including without limitation, any technical data, computer software, or any product (or any part thereof), process, or service that is the direct product of any such technical data or computer software that has been received from ForeScout or Distributors in connection with the activities contemplated by this Agreement (hereinafter referred to, collectively or individually, as "Controlled Products") (i) to any country (or nationals thereof) in Country Group E of the Export Administration Regulations of the United States ("EAR") or any other country subject to sanctions administered by the Office of Foreign Assets Controls (the then-current list can be found at <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>); (ii) to any non-civil (i.e. military) end users or for any non-civil end uses in any country in Country Group D:1 of the EAR, as such list may be modified from time to time (the then-current lists can be found at <http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>); (iii) in violation of the International Traffic and Arms Regulation. The parties understand that countries other than the U.S. may restrict the import or use of strong encryption products or other items and may restrict such exports. Reseller agrees to comply with any such import or other restrictions. Reseller represents and warrants that it is not currently debarred, suspended, or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the U.S., and will immediately notify ForeScout in the event that any of the foregoing occurs.

3. **Foreign Corrupt Practices Act.** Reseller represents and warrants that it (i) complies with all applicable anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other local laws applicable in the Territory and any other jurisdiction where it performs services pursuant to this Agreement (collectively, "Anti-Corruption Laws"); (ii) has not and will not engage in any activity that would cause ForeScout to violate any Anti-Corruption Laws; (iii) has not been charged, convicted or plead guilty to any offense involving fraud, corruption, or bribery in the Territory or any other country or jurisdiction; and (iv) has instructed its employees, agents and representatives concerning Anti-Corruption Laws.
4. **Electrical and Electronic Equipment ("EEE").** Reseller represents and warrants that it complies with all applicable laws and requirements for disposal of EEE in the Territory, including, without limitation, the European Community Waste Electrical and Electronic Equipment directive, as applicable.
5. Each party will indemnify, to the fullest extent permitted by law, the other party against any fines or penalties that may arise as a result of its breach of this Section 11.

4. **U.S. GOVERNMENT RESTRICTED RIGHTS.**

1. This Section 12 applies only if End Users are an agency or other part of the U.S. Government ("Government End Users"). ForeScout hereby identifies the Software and Documentation, and to the extent applicable, Reseller will identify the Software and Documentation in all proposals and agreements with any Government End User or any contractor thereof, as follows: (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations (FAR) and its successors; (b) For acquisition by or on behalf of units of the U.S. Department of Defense, as necessary to obtain protection as "commercial computer software" and "commercial computer software documentation" in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 227.7202. To the extent applicable and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Reseller may provide to a Government End User or, if Reseller is a Government End User, such Government End User will acquire, the Software and Documentation with only those rights set forth in this Agreement.

5. **GENERAL.**

1. **Independent Contractors.** The relationship of ForeScout and Reseller is that of independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on the other's behalf or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the parties

are separate and distinct entities. All sales and other agreements between Reseller and End Users are Reseller's exclusive responsibility.

2. **Force Majeure.** Neither party shall be liable for any loss, damage, or penalty resulting from delays or failures in performance, except for payment obligations, resulting from acts of God, material shortages, governmental orders or other causes beyond such party's reasonable ability to remedy or control.
3. **Governing Law and Jurisdiction; Arbitration; Venue.** This Agreement will be governed and construed under the laws of the State of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of each of which is hereby expressly excluded. The parties agree to try, in good faith, to settle any dispute arising under or relating to the subject matter of this Agreement amicably between them. If after thirty (30) days, the dispute has not been settled to the satisfaction of both parties, such dispute arising shall be finally settled by arbitration to be held in San Jose, California, and conducted in English under the Rules of Arbitration of the International Chamber of Commerce with a single arbitrator; provided, however that each party may file any action necessary to enforce its intellectual property rights, including but not limited to equitable relief, in any court of competent jurisdiction. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. The prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.
4. **Entire Agreement and Termination of Prior Agreement.** This Agreement constitutes the entire agreement between ForeScout and Reseller with respect to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to such subject matter. Without limiting the generality of the foregoing, if Reseller previously had a Reseller Agreement in place with ForeScout, Reseller agrees that agreement is hereby terminated and superseded in its entirety by this Agreement. This Agreement may be amended, or any provision waived, only by a written agreement signed by both parties. If any party fails to enforce any term or fails to exercise any remedy, such failure to enforce or exercise on that occasion will not prevent enforcement or exercise on any other occasion. Except for the exclusive remedies specified herein, each party will have all rights and remedies available to it at law or in equity for the protection of its rights hereunder, including an

injunction enjoining the breach or threatened breach of this Agreement.

NOTWITHSTANDING THE FOREGOING, IF RESELLER HAS NEGOTIATED AND EXECUTED AN OFFLINE AGREEMENT GOVERNING THE INDIRECT RESELLER PROGRAM, THEN SUCH AGREEMENT WILL SUPERSEDE THIS ONLINE AGREEMENT.

5. **Notices.** All notices under this Agreement are required to be sent either via electronic delivery or to the principal addresses above by commercial overnight courier with written verification of delivery. All notices so given will be deemed received upon the date of receipt if by electronic delivery and two (2) days after dispatch for courier deliveries. A party may change its address or facsimile number by notice given in compliance with this Section. If to ForeScout, all notices shall be sent to generalcounsel@forescout.com or to 190 W. Tasman Drive, San Jose, CA 95134, USA; Attention: General Counsel.
6. **Severability.** If any provision of this Agreement is held invalid by the final determination of any court or other tribunal of competent jurisdiction, such invalidity or unenforceability will not affect the enforceability of any other provision. The invalid or unenforceable provision will be construed by such judicial body so as to be enforceable to the maximum extent compatible with applicable law. If any of these provisions are held to be to be unenforceable in any jurisdiction for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of (a) such provision under other circumstances or jurisdictions, or (b) the remaining provisions hereof under all circumstances or jurisdictions.
7. **Headings.** The headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.
8. **English Language.** This Agreement is presented in the English language only, which language shall be controlling in all respects. Any versions of this Agreement in any other language are provided for convenience only and will not be binding on either party. All communications and documentation for Products to be furnished under this Agreement shall be in the English language.
9. **Governmental Approval.** If any approval with respect to this Agreement, or the notification or registration thereof, is required at any time during the term of this Agreement, to give legal effect to this Agreement in the Territory, Reseller will immediately take whatever steps may be necessary in this respect, and any associated charges will be for the account of Reseller. Reseller will keep ForeScout informed of such efforts.
10. **Assignment.** Reseller may not assign or transfer this Agreement, nor any rights or obligations under this Agreement without the prior written consent of ForeScout. Any attempted assignment in violation of the foregoing shall be void and of no effect.

However, ForeScout may assign this Agreement in its entirety to (i) any entity controlling, controlled by or under common control with ForeScout; or (ii) any successor in interest to ForeScout by way of merger or consolidation located in the United States; or (iii) a purchaser of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by all of the terms and conditions of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the parties.

11. **Public Announcements.** Either party may make only general statements to confirm Reseller's appointment as an authorized ForeScout reseller. All other public communications or press releases shall be mutually agreed in advance.
12. **Data Privacy.** Each Party will comply with all applicable personal data protection and privacy laws where such party is located ("**Data Protection Laws**"). The Parties acknowledge and agree that with respect to personal data to which ForeScout may have access, ForeScout shall: (a) use it solely for the purpose of providing the Products and Services; (b) process it only accordance with Reseller's instructions; (c) apply reasonable industry accepted technical organization measures to prevent unauthorized or unlawful processing; and (d) Reseller is the data controller and retains full responsibility for the data processed on its behalf by ForeScout acting as a data processor. Additional details about how personal data is used can be found in ForeScout's Privacy Policy, which governs visits to the ForeScout website and use of the Products and Services.
13. **Counterparts.** This Agreement may be executed in two (2) counterparts, both of which taken together shall constitute one (1) single agreement between the parties. The parties hereto agree that a version of this Agreement transmitted by means of electronic message or electronic record (electronic mail or electronic data interchange), once duly signed by the authorized representatives of each party, shall constitute a binding agreement and shall have the same force and effect as a document bearing original signatures.
14. **Modifications.** From time to time, Forescout may revise the terms or other components of this Agreement; Any change will be binding and effective thirty (30) days after publication of the change on ForeScout's website(s), including but not limited to the Partner Portal, or upon notification to Reseller by email. By continuing to the submit order(s) and/or continuing to participate in the Program after such change, Reseller agrees to abide by and be bound the modifications. Moreover, ForeScout may notify Reseller of updates to applicable Price List or an expansion of the Territory via the Partner Portal or via electronic mail directed to Reseller.

July 30, 2017