

This End User License Agreement (“EULA”) is made between Customer and Forescout Technologies, Inc. (“Forescout”) and covers your use of, license and entitlement to Forescout Products and Services. You, as the Customer, agree to be bound by this EULA through your download, installation, or use of the Products and Services; or your express agreement to this EULA by you or on your behalf by your Forescout Partner.

1. **Forescout Products and Services.**

1.1 **License and Right to Use.** Forescout grants you a non-exclusive, non-transferable:

- (a) license to use the Software; and
- (b) right to use the Cloud Services,

as acquired from a Forescout Partner, for your direct benefit and internal use during the Term subject to your Entitlements and this EULA (collectively, the “Usage Rights”). The specific type of license granted per Product is set forth in the [Product License Guide](#).

1.2 **Use by Third Parties.** You may permit Authorized Third Parties to host or access the Products and Services or Usage Rights on your behalf, provided that you are responsible for ensuring that such Authorized Third Parties comply with this EULA, and you are responsible for any breach of this EULA by such Authorized Third Parties.

1.3 **Beta and Trial Use.** If Forescout grants you Usage Rights in Products on a trial, evaluation, beta or other free-of-charge basis (“Evaluation Products”) you may only use the Evaluation Products from the date indicated in the Order until the earlier of: (a) the end of the period for which Customer registered; (b) the start date of any purchased subscriptions ordered by Customer including the Evaluation Product(s); or (c) termination by Forescout of the Usage Rights in its sole discretion. If you fail to stop using and/or return the Evaluation Products and/or Appliance by the end of the trial period, you may be invoiced for the list price of the Evaluation Products and/or Appliance and you agree to pay such invoice. Forescout, in its discretion, may stop providing the Evaluation Products at any time, at which point you will no longer have access to any related data, information, and files and must immediately cease using the Evaluation Products. Evaluation Products may not be subject to Forescout’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Forescout provides Evaluation Products “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Forescout has no liability relating to your use of the Evaluation Products.

1.4 **Upgrades or Additional Copies of Software.** You may only use Upgrades or additional copies of the Software beyond your Entitlements if you have acquired such rights with technical support Services or separately purchase the right to use Upgrades or additional copies of the Software.

1.5 **Subscription Renewals.** Usage Rights in Products acquired on a subscription basis will not automatically renew and will be subject to a separate renewal Order. If not renewed, subscriptions and Customer’s Usage Rights will terminate at the end of the then current Term.

1.6 **Hardware Appliances.** Forescout will ship the physical Appliance to a location using Forescout’s standard methods for packaging and shipping. Forescout may make partial shipments of Appliances. Shipment dates are not guaranteed. Risk of loss for the Appliance will pass on the date of delivery to Forescout’s designated carrier (“Shipment Date”).

1.7 **Professional Services.** Professional Services may be provided under a customized and signed Statement of Work on a time and materials basis or as a pre-packaged standard Professional Services bundle. Forescout reserves all rights and ownership to all Professional Services outputs (“Forescout Materials”) without limitation, unless as expressly otherwise agreed in a signed writing. Professional Services are not works made for hire. Upon payment in full of the amounts due for the applicable Professional Services and to the extent any Forescout Materials are incorporated into the deliverable(s), you shall have a perpetual, non-transferable, non-exclusive license to use the Forescout Materials solely as a part of the deliverable(s) for your internal use.

1.8 **Technical Support Services.** Technical support Services are available for purchase for certain Products. Severity levels and response times for technical support Services are available in Forescout’s [Support Services Policy](#) incorporated herein. Lapsed Services may be reinstated by Forescout in its discretion and subject to applicable fees.

1.9 **Cloud Services.** The service level agreement(s) (“SLA”) for Cloud Services are set forth in the Documentation and incorporated herein.

2. **Additional Conditions of Use.**

2.1 **Forescout Products Generally.** Unless as expressly agreed by Forescout, you may not:

- (a) make the functionality of any Products available to any third parties that are not Authorized Third Parties;
- (b) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
- (c) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Products; or
- (d) use Forescout Content other than as part of your Usage Rights.

2.2 **Cloud Services.** You will not intentionally:

- (a) interfere with other customers’ access to, or use of, the Cloud Service, or with its security;
- (b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots); or
- (c) submit any information to Forescout that is not contemplated in the applicable Documentation.

2.3 **Evolving Forescout Products.**

(a) **Changes to Cloud Services.** Forescout may:

- (1) enhance or refine a Cloud Service, although in doing so, Forescout will not materially reduce the core functionality of that Cloud Service, subject to Forescout’s [End of Life](#) Policy; and
- (2) perform maintenance of the infrastructure and software used to provide a Cloud Service, during which you may experience some disruption to that Cloud Service as more fully described in the applicable SLA.

- (b) **End of Life.** Forescout may end the life of Products, including component functionality (“EOL”), by providing written notice in the Customer portal. If you prepaid a fee for your Usage Rights to a Product that becomes EOL before the expiration of your then-current Term, Forescout will use commercially reasonable efforts to transition you to a substantially similar Product. If Forescout does not have a substantially similar Product, then Forescout will credit you or your Forescout Partner, as applicable, for any unused portion of the prepaid fee for the Products declared EOL (“**EOL Credit**”). The EOL Credit will be calculated from the last date the applicable Product is available to the last date of the applicable Term. Such EOL Credit can be applied towards the future purchase of Products and are your sole and exclusive remedy for EOL.
- 2.4 **Protecting Account Access.** You will keep all account information up to date, use reasonable means to protect your account information, passwords and other login credentials, and promptly notify Forescout of any known or suspected unauthorized use of or access to your account.
- 2.5 **Use with Third-party Products.** If you use the Products with third-party products, you are responsible for complying with any third-party provider terms. Forescout does not provide support or guarantee ongoing integration support for products that are not a native part of the Products.
- 2.6 **Open-Source Software.** Open-source software not owned by Forescout is subject to separate license terms set out at www.forescout.com. Forescout’s use of open-source code in Products will not materially or adversely affect your ability to exercise Usage Rights in the Products or cause your Software to become subject to an open-source license, provided you only use Products in accordance with Documentation and in object code form.
3. **Fees.** To the extent permitted by law, Orders for the Products are non-cancellable. Fees, taxes, delivery and payment terms will be exclusively between you and the Forescout Partner. Usage Rights are subject to payment to your Forescout Partner. If you use Products beyond your Entitlement (“**Overage**”), the Forescout Partner may invoice you, and you agree to pay, for such Overage. Any entitlements to SLA credits, other credits or pro-rata refunds, when applicable, shall be made through the Forescout Partner and are your sole and exclusive remedy.
4. **Confidential Information and Use of Data.**
- 4.1 **Confidentiality.** Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know (“**Permitted Recipients**”). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA; and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information which: (a) is known by Recipient without confidentiality obligations; (b) is or has become public knowledge through no fault of Recipient; or (c) is independently developed by Recipient. Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.
- 4.2 **How We Use Data.**
- (a) **Data Protection Agreement.** Forescout will access, process and use Personal Data in connection with your use of the Products in accordance with applicable privacy and data protection laws. Forescout’s Customer Data Protection Agreement (“**DPA**”) available [here](#) (or terms executed between you and Forescout governing the same scope) applies solely to your Personal Data and processed by Forescout on your behalf when using the Products and Services.
- (b) **Notice and Consent.** To the extent your use of the Products requires it, you are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through your use of the Products.
- (c) **Permission and Authorization.** Certain of Forescout’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing Customer Data. You acknowledge that Forescout uses a crowd-sourced environment for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. Forescout uses data collected across your endpoint environment, such as machine event data, executed scripts, code, system files, log files, DLL files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata, to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, Products and Services; (iv) enhance cybersecurity; and (v) permit you to leverage other applications that use the data. Such data is used by Forescout in a way that does not identify you or your Personal Data to other customers. To the extent that your endpoint environment includes Personal Data, such Personal Data may be collected and used by Forescout during the provisioning and use of Forescout’s Products to deliver, support and improve the Products, administer the EULA and further the business relationship between you and Forescout, comply with applicable laws, act in accordance with your written instructions, or as otherwise provided in accordance with this EULA. You authorize Forescout to collect, use, store and transfer the Personal Data that you provide to Forescout as contemplated by the Products and Services under this EULA.
- (d) **Safeguards.** Forescout maintains appropriate technical and organizational safeguards commensurate with the sensitivity of the data and Personal Data processed by it on your behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access as certified under the SOC 2 framework, current versions of which are available in the Customer Portal.
5. **Ownership.**
- 5.1 Unless agreed in writing, nothing in this EULA transfers ownership in any intellectual property rights. You retain any ownership of your content and Forescout retains ownership of the Products, Services, Evaluation Products and Forescout Content.

5.2 Forescout may use any feedback you provide in connection with your use of the Products, Services and Evaluation Products as part of its business operations.

6. Indemnification.

6.1 **Claims.** Forescout will defend any third-party claim against you that your valid use of Products under your Entitlement directly infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Forescout will indemnify you against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that you: (a) promptly notify Forescout in writing of the IP Claim; (b) fully cooperate with Forescout in the defense of the IP Claim; and (c) grant Forescout the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Forescout will have no obligation to reimburse you for attorney fees and costs incurred prior to Forescout's receipt of notification of the IP Claim. You, at your own expense, may retain your own legal representation.

6.2 **Additional Remedies.** If an IP Claim is made and prevents your exercise of the Usage Rights, Forescout will either procure for you the right to continue using the Forescout Products or replace or modify the Products with functionality that is at least equivalent. If Forescout determines that these alternatives are not reasonably available, Forescout may terminate your Usage Rights granted under this EULA upon written notice to you and will refund you a prorated portion of the fee you paid for the Product for the remainder of the unexpired Term.

6.3 **Exclusions.** Forescout has no obligation regarding any IP Claim based on: (a) compliance with any designs, specifications, or requirements you provide or a third-party provides; (b) your modification of any Products or modification by a third-party; (c) your combination, operation or use of the Products with non-Forescout products, software or business processes to the extent that the Product or Service would not be infringing but for such combination or modification; (d) for, or where any infringement arises as a result of your failure to use the Products in accordance with this EULA; (e) your failure to modify or replace the Products as required by Forescout; or (f) any Evaluation Products.

6.4 This Section states Forescout's entire obligation and your exclusive remedy regarding any IP Claim against you.

7. Warranties and Representations.

7.1 **Performance.** Forescout warrants that:

- (a) For 90 days from the Delivery Date, the Software substantially complies with the Documentation.
- (b) For 9 months from the Shipment Date, the Appliance substantially complies with the specifications set forth in the Documentation and will be free from material defects in manufacturing. Replacement Appliance is warranted for the remaining period of the original warranty or 90 days, whichever is longer.
- (c) During the Term, Forescout will provide the Cloud Services with commercially reasonable skill and care in accordance with the Documentation.
- (d) Professional Services and Product-Related Services shall be performed with commercially reasonable skill and care under generally accepted professional standards in the United States of America. Forescout shall correct and reperform non-conforming Services subject to your prompt notification to Forescout no later than 30 days after non-conforming Services are rendered.

7.2 **Malicious Code.** Forescout will use commercially reasonable efforts to deliver Products free of Malicious Code.

7.3 **Qualifications.**

- (a) Sections 7.1(a)-(c) do not apply if the Product(s): (1) has been altered, except by Forescout or its authorized representative; (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or the Documentation; (3) is an Evaluation Product; (4) is not a Forescout-branded product or service; or (5) has not been provided by Forescout or a Forescout Partner.
- (b) Upon your prompt written notification to the Forescout Partner during the warranty period of Forescout's breach of this Section your sole and exclusive remedy (unless otherwise required by law) is, at Forescout's option, either: (i) repair or replacement of the applicable Product; or authorize (ii) a refund of either: (1) the license fees paid for the non-conforming Software; or (2) the pro-rata fee paid for the period in which the Product or Service did not comply, excluding any amounts paid or owed under an applicable SLA.
- (c) upon prompt return of the Appliance, the fee paid for the Appliance will be calculated on a three-year straight-line depreciation basis.
- (d) Where Forescout provides a refund of license fees for Software, you must return or destroy all copies of the applicable Software and, at Forescout's request, provide a certificate of destruction evidencing compliance.
- (e) Except as set out in this Section and to the extent permitted by law, Forescout expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Forescout Products will be secure, uninterrupted or error-free. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT FORESCOUT DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD FORESCOUT RESPONSIBLE THEREFOR.

8. Liability.

8.1 Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

8.2 The maximum aggregate liability of each party under this EULA is limited to:

- (a) for claims solely arising from Software licensed on a perpetual basis or an Appliance purchased, the fees received by Forescout for that Software or Appliance; or
- (b) for all other claims, an amount not to exceed the total fees paid or payable to Forescout for the relevant Product or Service during that Product's Term when the liability first arose.
- (c) Sections 8.1 and 8.2 do not apply to liability arising from (a) a failure to pay all amounts due; or (b) your breach of Sections 1.1

(License and Right to Use), 2.1 (Forescout Products Generally), 2.2 (Cloud Services) or 11.6 (Export).

8.3 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

9. **Termination.** If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. Forescout may immediately terminate this EULA if you breach Sections 2.1 (Forescout Products Generally), 2.2 (Cloud Services) or 11.6 (Export). Upon termination of the EULA, you must stop using the Forescout Products and destroy any copies of Software and Confidential Information within your control. If this EULA is terminated due to Forescout’s material breach, Forescout will refund you or your Forescout Partner, as applicable, the prorated portion of fees you have prepaid for the Usage Rights beyond the date of termination. Upon Forescout’s termination of this EULA for your material breach, you will pay any unpaid fees due and owing through to the end of the then-current Term. If you continue to use or access any Products after termination, you may be invoiced for and, you agree to pay, for such continued use.

10. **Verification.** You will take reasonable steps to maintain accurate records of your use of the Products. Upon reasonable advance notice, and no more than once per 12-month period, you will allow Forescout and its auditors access to the relevant information to verify compliance with this EULA. You agree to pay any underpayment of fees for excess usage during the applicable Term.

11. **General Provisions.**

11.1 **Survival.** Sections 2.1 and 2.2 (Additional Conditions of Use), 3 (Fees), 4 (Confidential Information and Use of Data), 5 (Ownership), 7 (Warranties and Representations), 8 (Liability), 9 (Termination), 10 (Verification) and 11 (General Provisions) survive termination or expiration of this EULA.

11.2 **Assignment and Subcontracting.** Neither party may assign or transfer this EULA or any obligation herein without the prior written consent of the other party, except that, upon written notice, Forescout may assign or transfer this EULA or any obligation herein to an Affiliate, or an entity acquiring all or substantially all assets of Forescout, whether by acquisition of assets or shares, change in control or by merger or consolidation without your consent. Forescout may subcontract any performance associated with the Forescout Products to third parties, provided that such subcontract does not relieve Forescout of any of its obligations under this EULA.

11.3 **US Government End Users.** The Software, Cloud Services and Documentation are deemed to be “commercial computer software” and “commercial software documentation” pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.

11.4 **Forescout Partner Transactions.** If you purchase Products, Services and Evaluation Products from a Forescout Partner, the terms of this EULA apply to your use of Products, Services and Evaluation Products and prevail over any inconsistent provisions in your agreement with the Forescout Partner.

11.5 **Compliance with Laws.**

(a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA, including applicable data protection laws, employment laws, export laws and anti-corruption laws. Forescout may restrict the availability of Products and Services in any particular location or modify or discontinue features to comply with applicable laws and regulations.

(b) **Data collection and transfer.** If you use the Products, Services and Evaluation Products in a location with local laws requiring a designated entity to be responsible for collection of Personal Data about individual end users and transfer of data outside of that jurisdiction (e.g., China), you acknowledge that you are the entity responsible for complying with such laws.

11.6 **Export.** The Products, technology, Services and Evaluation Products are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and your compliance with those laws, and you will not receive, use, transfer, export or re-export any Forescout Products, Services or Evaluation Products in a way that would violate those laws. You also agree to obtain any required licenses or authorizations related to your use or export of the Products, Services or Evaluation Products.

11.7 **Governing Law and Venue.** This EULA, and any disputes arising from it, (a) will be governed exclusively by the governing law below, without regard to conflicts of laws rules, and (b) each party irrevocably consents and submits to the exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code or similar statutes shall not apply with respect to this EULA. Except for actions related to the secrecy of confidential information or the proprietary rights of Forescout and its suppliers, no action arising or resulting from this EULA may be brought by either party more than two (2) years after the cause of action accrued.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America, Caribbean	State of Delaware, United States	Courts in Wilmington, Delaware
Australia	State of New South Wales, Australia	Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Europe, Africa, Middle East, Rest of World	Ireland	Courts in Dublin, Ireland

If you are a US public sector agency or government institution in the US, the laws of the primary jurisdiction in which you are located will govern the EULA. For US Federal Government customers, this EULA will be controlled under the laws of the US.

11.8 **Miscellaneous.** Any notices by Forescout will be delivered via email, regular mail or postings on Forescout.com. Notices to Forescout shall be sent to Forescout Technologies, Inc. Office of General Counsel, 300 Santana Row Suite 400, San Jose, CA 95128 with email copy to generalcounsel@forescout.com. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control. Failure by either party to enforce any right under this EULA will not waive that right. If any portion of this EULA is not enforceable, it will not affect any other terms. This EULA does not grant any right or cause of action to any third party. Forescout may provide local language translations of this EULA for informational

purposes only, and the English version of this EULA will prevail over any inconsistencies. FORESCOUT RESERVES THE RIGHT TO UNILATERALLY MODIFY THE TERMS AND CONDITIONS OF THIS EULA BY NOTICE in the Customer portal which shall take effect immediately upon commencement of the new Term. Customer consents to its logo and name to be included in any listing of Forescout's current customers, unless expressly revoked in writing by Customer. The parties agree that this EULA is the complete and exclusive statement of mutual understanding of the parties respecting the Services and Products and takes precedence over all previous agreements relating to the Services and Products (whether written or oral).

11.9 **Definitions.** Capitalized terms used in this EULA and not elsewhere defined are defined as follows:

"Affiliate" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party.

"Appliance" means any Forescout on-premises physical hardware appliance.

"Authorized Third Parties" means Customer's Users, Affiliates, Forescout Partners, and each of their respective users, who are permitted to access and use the Forescout Products or Services on your behalf as part of your Entitlement.

"Cloud Service" means the Forescout Product(s) that is (a) a hosted software-as-a-service offering or other Forescout cloud-enabled feature or (b) cloud functionality made available as part of a Product.

"Confidential Information" means non-public, proprietary information of the disclosing party ("**Discloser**") obtained by the receiving party ("**Recipient**") in connection with this EULA. Forescout Confidential Information includes the Software, Cloud Service and Documentation.

"Customer" means the legal entity acquiring Usage Rights in and Entitlements to the Forescout Products, Services or Evaluation Products.

"Customer Data" means the data generated by Customer and its endpoint environment and collected by Customer's use of the Products and/or sent to Forescout. Customer Data is considered Customer's Confidential Information, subject to the exclusions, exceptions and obligations set forth herein.

"Delivery Date" means the date(s) agreed in your Entitlement, or if no date is agreed, for Software, the earlier of the date Software is made available for download or installation, or for Cloud Services, the date on which the Cloud Service is made available for your use.

"Documentation" means the technical specifications and usage materials specifying the functionalities and capabilities of the applicable Products as published by Forescout and marked as official Documentation.

"Entitlement" means the specific metrics, duration, and quantity of Products you commit to acquire from a Forescout Partner.

"Forescout Content" means (i) any content or data provided to you as part of your use of the Products and Services, (ii) content or data that Forescout Technology generates or derives in connection with your use of the Products and Services including geographic and domain information, rules, signatures, threat intelligence and data feeds and Forescout's compilation of suspicious URLs or other suspicious indicators, excluding any such information or data that identifies Customer or to the extent it includes Personal Data, and (iii) Threat Actor Data.

"Forescout Partner" means a reseller, distributor, managed service provider or systems integrator authorized by Forescout to sell and or provide you with Products and Services.

"Malicious Code" means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Products.

"Order" means the applicable ordering document for Products, Services and/or Evaluation Products including Entitlements thereto ordered by you and that which Forescout has agreed to provision to you.

"Personal Data" means information provided by Customer to Forescout or collected by Forescout from Customer's use of the Products or Services, used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by Forescout to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

"Products" means, collectively, generally available Forescout products, Software, and/or Cloud Service subject to an Order, and excludes Evaluation Products.

"Product License Guide" means a basic description of Products with the associated license metric available here: [Product License Guide](#).

"Product-Related Services" means, collectively, (i) the technical support services for certain Products provided by Forescout, (ii) training services, and (iii) any other Forescout services provided or sold with the Products. Product-Related Services do not include Professional Services.

"Professional Services" means any professional services engaged to be performed by or on behalf of Forescout, for Customer pursuant to a customized SOW entered into between the parties or pursuant to a pre-packaged standard professional services bundle sold under a fixed price SKU.

"Services" means, collectively, any Product-Related Services and any Professional Services.

"Software" means the Forescout computer programs including a virtual appliance, Upgrades and firmware.

"Term" means the period commencing on the Delivery Date or Shipment Date for Appliances and continuing until expiration or termination thereof.

"Threat Actor Data" means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Forescout in connection with this EULA, or (ii) is collected or discovered during the course of Forescout providing Products, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

"Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

"User" means the individuals (including contractors or employees) permitted to access and use the Products, Services and Evaluation Products on your behalf as part of your Entitlement.