



FORESCOUT APP TERMS OF USE

PLEASE BE AWARE: FORESCOUT MAKES THIS PROGRAM, TOOL, PLUG-IN, ADD-ON, TECHNICAL ADD-ON, APPLICATION, SOLUTION, LIBRARY, CONTENT, DATA, EXAMPLE MODULE, FILES, COMMAND, SERVICE OR OTHER ITEM OR MATERIAL (THE "APP") AVAILABLE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THESE TERMS OF USE ("TERMS OF USE"). IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT DOWNLOAD THE APP.

The Apps made available by Forescout (whether via its website at www.forescout.com or via link to a third party hosting and development environment such as GitHub) that interoperate with Forescout's eyeExtend Connect are licensed, not sold, to you via the terms of the third party developers ("Developers"). You agree that these Terms of Use will apply to each App that you download or license through or from such Developers.

License

Each App is, or may be subject to, a form of license as indicated and made available by a Developer. Any license under which a Developer makes an App available will set out the applicable App's license grant to you, and set forth any other terms and conditions under which You may download and use the App for your internal business purposes for use in connection with Forescout's eyeExtend Connect software. Furthermore, You may use the App only if you are an authorized licensee or customer of the Forescout and the eyeExtend Connect software and for the term and within the scope of the license granted for the Forescout eyeExtend Connect software. For the avoidance of doubt the number of Apps you may download and utilize is based upon the separate license grant and Your purchase of Forescout's eyeExtend Connect software. These Terms of Use do not modify or alter the terms of the software license agreement or terms of service delivered with the Forescout eyeExtend Connect software, or any other Forescout software, products, support or services (collectively, "Forescout Products"). Forescout, and its licensors, own all rights, title and interests to Forescout's Products, including all intellectual property rights related thereto.

Additional Rights and Restrictions

You may copy, modify and redistribute the App or any portions thereof, subject to your compliance with the terms and conditions of these Terms of Use and any related Developer terms, provided the following restrictions: (a) you must distribute the App only as part of an extension, add-on, plug-in, example module, configuration files, function or application developed by you ("Extension") and solely for the purpose of running your Extension in connection with the eyeExtend Connect for your internal business purposes; (b) any proprietary legends or notices contained in or on the App or any portions thereof cannot be removed or altered; (c) you must comply with any restrictions or requirements for the third-party software (including any open source libraries) included in the App or any portions thereof by the Developer or otherwise; (d) you must give appropriate credit to Forescout and indicate if any changes were made to the App in the Extension; (e) you do not make any statement that the Extension is certified or that its performance is guaranteed by Forescout; and (f) you agree to defend and indemnify Forescout and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of an App or Extension, unless such claim, lawsuit or action arose or resulted directly and solely from eyeExtend Connect or other Forescout Products as originally provided to you by Forescout.

Warranty

UNLESS OTHERWISE INDICATED IN THE DEVELOPERS TERMS AND CONDITIONS, THE APP IS FURNISHED ON AN "AS IS" BASIS, AND FORESCOUT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FORESCOUT SPECIFICALLY DOES NOT WARRANT THAT THE APP WILL MEET YOUR

REQUIREMENTS; WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OF THE APP WILL BE ERROR-FREE OR UNINTERRUPTED, ACCURATE, USEFUL, RELIABLE, OR COMPLETE; OR THAT ALL ERRORS OR DEFECTS IN THE APP WILL BE CORRECTED. FORESCOUT SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE THE APP. YOU USE THE APP AT YOUR OWN RISK.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL FORESCOUT OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, USE, REVENUE, OR DATA OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY) ARISING OUT OF OR IN CONNECTION WITH USE OF THE APP, WHETHER OR NOT FORESCOUT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE LIABILITY OF FORESCOUT OR ITS LICENSORS ARISING OUT OF OR RELATING TO THE APP WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU (IF ANY) FOR SUCH APP.

General

These Terms of Use will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States, without reference to the conflicts-of-laws rules thereof). The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to these Terms of Use. These Terms of Use constitutes the entire agreement between Forescout and you with respect to the App and may not be modified except by a written instrument executed by you and an authorized representative of Forescout.

© 2020 Forescout Technologies, Inc. All rights reserved. Forescout Technologies, Inc. is a Delaware corporation. A list of our trademarks and patents can be found at <https://www.forescout.com/company/legal/intellectual-property-patents-trademarks/>. Other brands, products, or service names may be trademarks or service marks of their respective owners.