<) **FORESCOUT.**

Forescout
Research Program
Terms & Conditions

Version 2.0

For Prior Versions please click here:
https://www.forescout.com/company/resources/forescout-research-and-intelligent-analytics-program-data-security-document-19-1-6/

Contact Information

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About the Documentation

- Refer to the Resources page on the Forescout website for additional technical documentation:
  https://www.forescout.com/company/resources/

- Have feedback or questions? Write to us at documentation@forescout.com

Legal Notice

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About the Forescout Research Program

The goal of the Forescout Research Program (the "Program") is twofold:

1. To improve the capabilities of the Forescout platform through telemetry for all Forescout customers.

2. To perform and publish research on industry, geographical, and global trends in enterprise network security.

Collecting endpoint ("Endpoint") data and associated environmental information from customers enables Forescout to use machine analytics as well as human researchers to improve the quality of its classification capabilities. This both improves the accuracy of existing classification profiles and better enables the creation of new profiles. Ongoing research constantly improves the Forescout platform's ability to assess Endpoint posture based on the analysis of the data collected. The data also lets Forescout better understand the state of enterprise networks and ensure that it develops the right tools and features to help secure these networks. As a public service, some of this information may be published for market research in aggregated and totally anonymized forms.

Production Products

The Program does not impact the rights and obligations related to commercial products and services purchased from Forescout for internal business purposes ("Production Products"). Production Products will remain subject to the separate terms and conditions as set forth in the Supplemental Terms as described below. For example, the right to opt-out of the Program, or the upload methodology described herein, are separate and apart from the terms governing the use of the Production Products.

Forescout Research Program Participation Terms & Conditions

Introduction

These Participation Terms & Conditions ("Terms") are made and entered into by and between Forescout Technologies, Inc., a Delaware corporation, together with its Affiliates ("Forescout") and the entity on whose behalf you ("You", "Your", or "End User") are authorized to bind to these Terms. Participation in the Program can be revoked by making Your selection in Your Forescout console as described under the heading Right to Opt-Out or Disable; Right to Delete, below.

Supplemental Terms

These Terms supplement and incorporate the applicable terms and conditions You have with Forescout, including, but not limited to, the terms found at:

(i) https://www.forescout.com/eula;

(ii) https://www.forescout.com/evaluation-license;

(iii) https://www.forescout.com/beta-test-agreement;

(iv)https://www.forescout.com/company/legal/not-for-resale-license-agreement/; or

(v) other applicable terms and conditions signed between Forescout and End User.

If any provisions of the terms identified above conflict with these Terms, these Terms have priority, solely to the extent such Terms apply. All capitalized terms used herein but not defined shall have the meaning ascribed to them in the agreements above.

Right to Opt-Out or Disable; Right to Delete[1]

You can opt-out or disable the Program at any time. To do so, access the *Advanced > Data Sharing* pane in the *Options* screen of Your Forescout console, and clear the *Share endpoint and system information with Forescout* option. Changes take effect as soon as You select *Apply*.
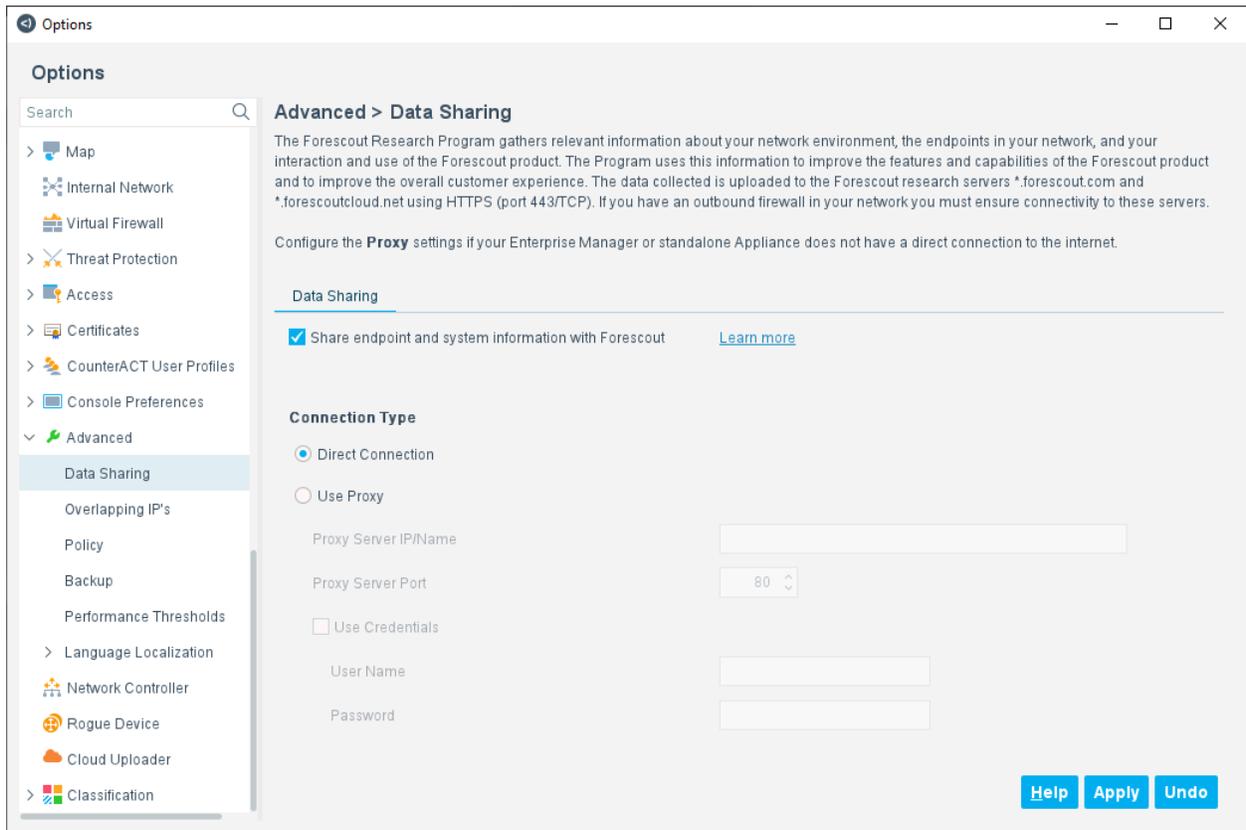
If You opt-out, Forescout will not upload any additional Data (as defined below), but Data previously uploaded (prior to Your opt-out) will remain in the Program unless you contact Forescout support as described below.

You may request that any Data previously collected by Forescout be deleted. If You wish for any of Your previously uploaded Data to be deleted, contact Forescout support by following

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[1] *To Opt-Out of the Program as it relates to eyeSegment version 2.2, please see Appendix No. 1 below.*

the   instructions   found   here: https://www.forescout.com/company/legal/activecare-maintenance-and-support-policy/

Program Data Collected

The Forescout platform already collects information about the Endpoints it sees in Your network ("Endpoint Data"). What is collected depends on the configuration of Your environment, the specific plugins You have installed, and the policies You have configured. The Endpoint Data ranges from basic network information, such as IP addresses and MAC addresses, to detailed information such as which ports are open, which applications are installed or which public cloud is hosting the Endpoint. The Program enables the Forescout platform to share this Endpoint Data and Your use of the Forescout platform (collectively, "Data") with Forescout and any of our third-party service providers to enhance and improve the Forescout platform. Because Forescout servers and researchers are based in multiple locations, the Data collected may be stored outside Your country of residence. To promote and support awareness and improvements to network security, Forescout may share the Endpoint Data with other research organizations and publish in aggregated and anonymized forms the Endpoint Data in reports on trends related to network security.

By not opting out of the Program, You expressly consent to the Terms of the Program.

Warranty Disclaimer

IN ADDITION TO THE LIMITATION OF LIABILITY PROVIDED UNDER THE APPLICABLE TERMS DESCRIBED UNDER THE HEADING "SUPPLEMENTAL TERMS" ABOVE, YOU ACKNOWLEDGE AND AGREE THAT THE PROGRAM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND THAT FORESCOUT, ITS AUTHORIZED RESELLERS, PARTNERS AND SPONSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATION OF LIABILITY OF THE APPLICABLE TERMS DESCRIBED UNDER THE HEADING "SUPPLEMENTAL TERMS" ABOVE SHALL APPLY TO THE TERMS OF THE PROGRAM DESCRIBED HEREIN.

Amendment

Forescout may amend the Terms or any other documents and policies referenced herein at any time, including without limitation, by providing notice to You or posting such revised terms on its website (www.forescout.com) or at such other location as indicated within Forescout's separate Documentation or policies. Such amended terms and conditions shall be binding on You thirty (30) days after You are provided with notice of such revisions and You failed to opt-out of the Program. In this event the amended terms and conditions shall supersede any prior version which may have been embedded in or packaged with the Forescout platform and apply to your continued participation in the Program.

Relevancy

The Program applies to the following versions:

- Forescout version 8.2

- eyeSegment version 2.2

Program Details

Your Forescout platform internal database keeps track of the Endpoints in Your environment, associated Endpoint properties, and environmental information regarding the Endpoint domain. A 'property' is a name-value pair that describes a given attribute relating to that Endpoint. Each deployment is unique in terms of the environment in which it runs, the plugins and modules that are installed, the version of the software running, and the network access given to the product. The set of properties that the Forescout platform tracks for each Endpoint differs between environments and may even differ for Endpoints within a given environment.

In general, You can see which properties the Forescout platform can resolve in Your environment by looking at the conditions available when creating or editing a policy condition. The actual properties that are resolved depend on the configuration.

Along with the specific properties utilized by Forescout platform policy conditions, some properties may be automatically resolved. The following shows a sample of policy conditions that may be available in Your environment.
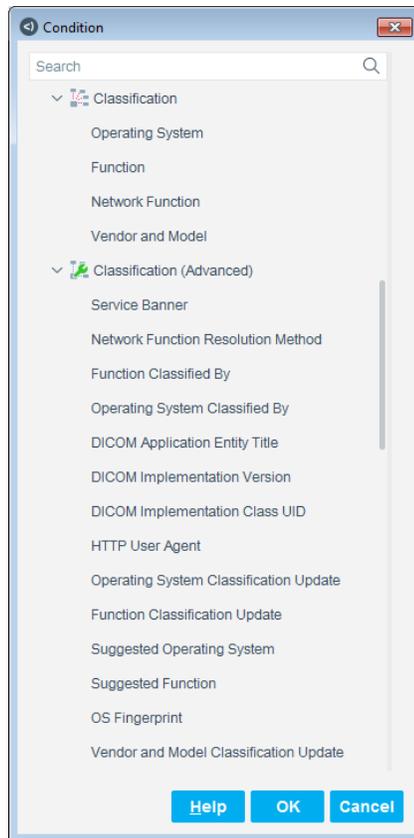
Your Forescout platform requires End User configuration to communicate with network infrastructure and other third-party services. The relative amount of use of different components in the Forescout platform and the ability of the Forescout platform to solve for use cases depends on this configuration. To better understand and optimize the platform for Forescout customers, it is important to collect some configuration information specific to each customer's environment. For example, certain Data relates to how the various third-party services may be configured (unrelated to credentials or any other authentication-related information), and the scope and extent of how they are used.

Under the Program, You are agreeing to let the Forescout platform upload to its research servers certain Data about Your Endpoints and their properties, in addition to the environmental configuration information described above.

Upload Methodology

When the Forescout platform is ready to upload the Data, the Data is compressed if it exceeds a configurable threshold (default value is 10MB) and then uploaded from Your Forescout devices to the Forescout research servers. The Forescout platform employs mutual authentication to help ensure that it uploads Data to Forescout's servers only, and not to another site that may attempt to spoof it.

Server Details

The Forescout research servers are hosted by Amazon Web Services ("AWS"). The server that Your Enterprise Manager and Appliances connect to is *.forescout.com. All connections are over HTTPS (port 443/TCP).

Upload Frequency

Each Appliance or Enterprise Manager will attempt to upload data in bulk every 1 hour. If an upload fails for any reason, no attempts will be made to upload the content until the following hour.

Bandwidth Used

The amount of Data uploaded from Your environment to the Forescout research servers is dependent on the following primary factors:

- The number of Endpoints in Your environment; the more Endpoints, the greater the amount of Data.

- Which plugins and modules You have installed. In general, the more host properties that are resolved for Your Endpoints, the greater the amount of Data to be uploaded.

The following table provides an estimated baseline of how much bandwidth is used per upload, which depends on the number of Endpoints discovered by the Forescout platform and the number of properties to be uploaded. The table assumes an average of 14 uploaded properties per endpoint.

Number of Endpoints Managed by the Appliance	Bandwidth Used per Upload
1	4KB
10	5KB
100	18KB
1,000	152KB
10,000	1.68MB

You can manage bandwidth settings for each upload. Access the *Cloud Uploader* pane in the *Options* screen of Your Forescout console, select *Manage Bandwidth*, and enter the maximum upload bandwidth per Appliance.

Data Storage Security

All Data uploaded to the Forescout research servers is encrypted using the industry recommended best practice of TLS 1.2 or higher and can only be decrypted by a dedicated team of Forescout researchers.

Controlling Your Data

As mentioned above, You may opt-out or disable the Program at any time. See Right to Opt-Out or Disable; Right to Delete.

Additional Forescout Documentation

For information about other Forescout features and modules, refer to the following resources:

- Documentation Downloads
- Documentation Portal
- Forescout Help Tools

Documentation Downloads

Documentation downloads can be accessed from the Forescout Resources Page, or one of two Forescout portals, depending on which licensing mode Your deployment is using.

- ***Per-Appliance Licensing Mode*** – Product Updates Portal
- ***Flexx Licensing Mode*** – Customer Portal

☐   *Software downloads are also available from these portals.*

To identify Your licensing mode:

- From the Console, select **Help > About Forescout**.

Forescout Resources Page

The Forescout Resources Page provides links to the full range of technical documentation.

To access the Forescout Resources Page:

- Go to https://www.Forescout.com/company/resources/, select **Technical Documentation** and search for documents.

Product Updates Portal

Among others, the Product Updates Portal provides links to Forescout version releases, Base and Content Modules and eyeExtend products as well as related documentation.

To access the Product Updates Portal:

- Go to https://updates.forescout.com/support/index.php?url=counteract and select the version You want to discover.

Customer Portal

The Downloads page on the Forescout Customer Portal provides links to purchased Forescout version releases, Base and Content Modules, and eyeExtend products, as well as related documentation. Software and related documentation will only appear on the Downloads page if You have a license entitlement for the software.

To access documentation on the Forescout Customer Portal:

- Go to https://Forescout.force.com/support/ and select **Downloads**.

Documentation Portal

The Forescout Documentation Portal is a searchable, web-based library containing information about Forescout tools, features, functionality, and integrations.

☐ *If Your deployment is using Flexx Licensing Mode, You may not have received credentials to access this portal.*

To access the Documentation Portal:

- Go to https://updates.forescout.com/support/files/counteract/docs_portal/ and use Your customer support credentials to log in.

Forescout Help Tools

Access information directly from the Console.

Console Help Buttons

Use context sensitive *Help* buttons to quickly access information about the tasks and topics You are working with.

Forescout Administration Guide

- Select **Forescout Help** from the **Help** menu.

Plugin Help Files

- After the plugin is installed, select **Tools** > **Options** > **Modules**, select the plugin and then select **Help**.

Online Documentation

- Select **Online Documentation** from the **Help** menu to access either the Forescout Resources Page (Flexx licensing) or the Documentation Portal (Per- Appliance licensing).

Appendix No. 1

Right to Opt-Out or Disable; eyeSegment version 2.2

You can opt-out or disable the Program with regard to eyeSegment version 2.2 at any time. To do so, within the Console, select *Tools > Options > eyeSegment.*
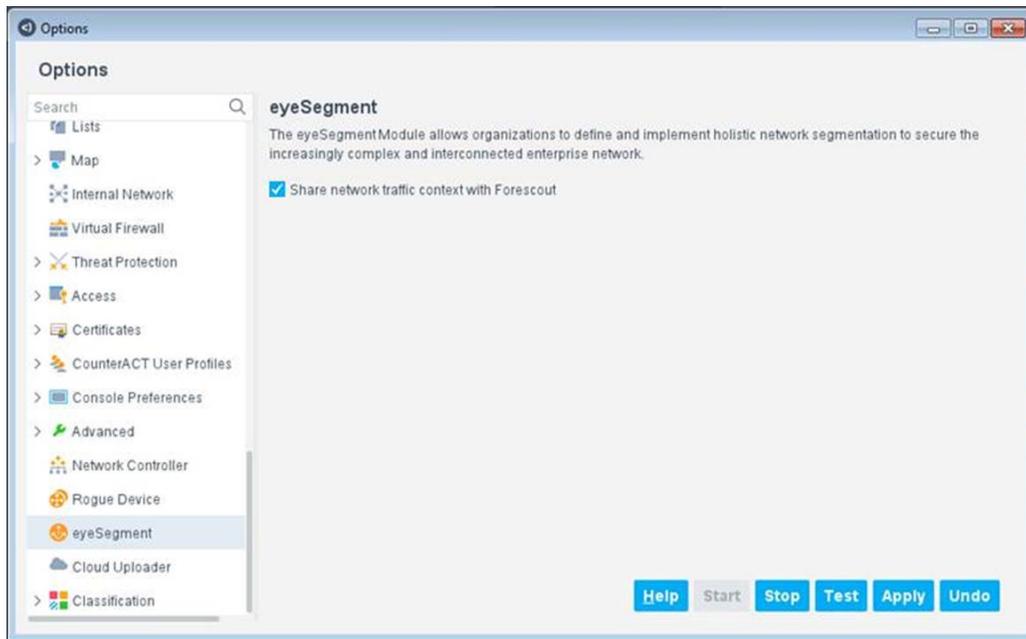
You can opt-out or disable the Program with regard to eyeSegment version 2.2 at any time. To do so, within the Console, select *Tools > Options > eyeSegment. 2.* To opt-out of sharing your eyeSegment traffic context with Forescout, de-select or *the Share network traffic context with Forescout* checkbox and select "Apply."

If You opt-out, Forescout will not upload any additional Data to the Program, but Data previously uploaded (prior to Your opt-out) will remain in the Program unless you contact Forescout support as described below. Data collected and utilized for purposes of enabling Production Products will continued to be collected.

You may request that any Data previously collected by Forescout, as part of the Program, be deleted from the Program (as opposed to deleted with regard to use as a Production Product). If You wish for any of Your previously uploaded Data to be deleted from the Program, contact Forescout support by following the instructions found here: https://www.forescout.com/company/legal/activecare-maintenance-and-support-policy/