

## **ForeScout Centralized Licensing and Deployment Rights Supplement ("CL&D Supplement")**

This ForeScout Centralized Licensing and Deployment Rights Supplement ("CL&D Supplement") supplements and is made a part of the ForeScout End User License Agreement ("EULA") as set forth here: <http://www.forescout.com/eula>. If Customer purchases the Products for use by any of its Affiliate(s), Customer will ensure that such Affiliate(s) comply with the terms and conditions of this CL&D Supplement. Customer's standard terms and conditions of purchase, purchase order or other documents are for Customer's convenience only and any terms set forth therein that are inconsistent with or add to the terms and conditions set forth in this CL&D Supplement shall not be binding on ForeScout, unless otherwise agreed by the parties in writing, and are hereby rejected. Capitalized terms not defined herein shall have the meaning set forth in the EULA. This CL&D Supplement is hereby incorporated by reference within the EULA and collectively with the EULA is referred to herein as the "Agreement."

### **1. DEFINITIONS.**

"Control Feature(s)" means additional control functionality for Product(s) currently subject to a See Feature License including, but not limited to host and network based controls for restricting network access, remediating Endpoint deficiencies, automating workflows, or mitigating security risks and threats. A more detailed list of Control Features included in a Control Feature License is set forth at: [www.forescout.com/centralizedlicensing](http://www.forescout.com/centralizedlicensing). A See Feature License for a Product must be purchased prior to, or simultaneously with, a Control Feature License for said Product.

"Control Feature License" shall have the meaning set forth in Section 2.2 below.

"Deployed Licenses" shall have the meaning set forth in Section 7 below.

"Deployment Report" shall have the meaning set forth in Section 5 below.

"Deployment Right" shall have the meaning set forth in Section 3 below.

"Estimated Licensing Units" shall have the meaning set forth in Section 4 below.

"Licensing Units True-Up" shall have the meaning set forth in Section 5 below.

"See Feature(s)" means the core functionality of the Products including without limitation, visibility, profiling, classification and assessment of the Endpoints accessing Customer's networks. A more detailed list of functionality included in a See Feature License is set forth at: [www.forescout.com/centralizedlicensing](http://www.forescout.com/centralizedlicensing). A See Feature License is a minimum requirement to purchase and access ForeScout Products and services.

"See Feature License" shall have the meaning set forth in Section 2.1 below.

### **2. ADDITIONAL LICENSE TERMS (CENTRALIZED LICENSING).**

**2.1 See Feature License.** Notwithstanding any language, term, grant or obligation to the contrary within the Agreement, and incorporated herein by this reference, if Customer elects to purchase Products with a license limited to See Features, as set forth in an Order, Customer hereby acknowledges and agrees that any licenses, permissions or other use rights to Products provided to Customer hereunder shall be limited to See Features as it relates to the Endpoints accessing Customer's networks (the "See Feature License"). Customer acknowledges and agrees that the See Feature License explicitly excludes Customer's right to use or implement any Control Features, and a violation of the foregoing shall constitute a material breach of the Agreement. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, FORESCOUT WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO ANY CONTROL FEATURES CUSTOMER USES IN VIOLATION OF A SEE FEATURE LICENSE.

**2.2 Control Feature License.** Customer may purchase a license with enhanced Control Features for Product(s) subject to an existing See Feature License (a "Control Feature License"); provided Customer must exercise the option for all Products it has purchased to date as well as any additional Products it elects to purchase on a going forward basis (i.e. Customer may not simultaneously hold a See Feature License for certain Products and a Control Feature License for other Products unless explicitly agreed to by the Parties in writing). If Customer does not exercise the option to upgrade to a Control Feature License, Customer's use of the Products shall continue to be limited to the See Feature License only in accordance with Section 2.1 above.

### **3. DEPLOYMENT RIGHTS.**

Notwithstanding any language, term, grant or obligation to the contrary within the EULA, and incorporated within by this reference, ForeScout shall deliver, as of the Effective Date (defined in the EULA), one (1) master copy of each category of Software

listed in the applicable Order to enable Customer and its Affiliates to deploy instances of the Software, whether via copy, download or otherwise ("Deployment Right"), in the designated licensing units as set forth in the applicable Order, up to the Estimated Licensing Units (defined below). Customer's Deployment Right will terminate of its own accord upon the earlier of (i) the termination of the Agreement, or (ii) a termination of this CL&D Supplement. A violation of any of the terms and conditions of the Agreement, not otherwise modified herein including, without limitation, the License Restrictions in Section 3 of the EULA, shall entitle ForeScout to terminate the Agreement and/or this CL&D Supplement with Customer, including the Deployment Rights, upon written notice. Unless otherwise indicated in the Agreement, this CL&D Supplement, or an Order, all licenses obtained hereunder are perpetual licenses.

### **4. ESTIMATED LICENSING UNITS.**

Notwithstanding any other provision in this CL&D Supplement, the parties acknowledge and agree that they have estimated the number of licensing units that Customer anticipates deploying throughout its, and its Affiliates networks during the Initial Term (as defined in the EULA), including without limitation the applicable Endpoint Count (the "Estimated Licensing Units"). The Estimated Licensing Units, with regard to Software, are set forth in the applicable Order and form the basis for the initial applicable fees to be invoiced by an authorized ForeScout reseller.

### **5. DEPLOYMENT REPORTING AND CERTIFICATION.**

Within the thirty (30) day period prior to completing the first twelve (12) months of the Agreement's Initial Term, and annually thereafter, Customer shall provide written notice to ForeScout indicating the number of Deployed Licenses (defined below) in all of Customer's and its Affiliates environments (the "Deployment Report"). To the extent the Deployed Licenses have resulted in Customer exceeding the Estimated Licensing Units, Customer shall pay the applicable ForeScout authorized reseller for (i) the number of Licensing Units in excess of the applicable Estimated Licensing Units at the same rates as set forth in the most recent and applicable Order for Software, and (ii) pro-rated fees for ActiveCare with respect to the Deployed Licenses in excess of the Estimated Licensing Units based upon the fees set forth in the most recent and applicable Order for ActiveCare (the "Licensing Units True-Up"). In addition, subject to the procedures set forth in Section 17 of the EULA, ForeScout shall have the right to inspect and audit Customer's records at the end of the Initial Term and any Renewal Term, as applicable, to verify Customer's compliance with the terms of this CL&D Supplement, the information contained in any Deployment Report(s) and any Licensing Units True-Up. For the avoidance of doubt, this Section 5 shall in no way limit any other audit rights afforded to ForeScout as set forth in Section 17 of the EULA.

### **6. TERM; TERMINATION; EFFECT OF TERMINATION**

The term of this CL&D Supplement including, without limitation, the Deployment Rights, shall coincide with the Term of the Agreement. Termination of the Agreement, or any portion thereof including, without limitation, the Deployment Rights, shall not entitle Customer to a refund of fees or credit. In the event of termination of this CL&D Supplement, pursuant to the EULA, any and all Software licenses purchased by Customer shall remain subject to the terms and conditions of the EULA for so long as it remains in effect. For purposes of clarity, termination of Deployment Right hereunder shall restrict Customer's license rights with regard to any purchased Software Product other than as permitted by the terms of the EULA, and shall similarly restrict Customer's right to exceed the applicable Endpoint Count with regard to all Software Products purchased by Customer and its Affiliates.

### **7. PERPETUAL LICENSES.**

In the event this CL&D Supplement, or the Deployment Right associated herewith, is terminated, Customer shall retain a perpetual license to Software licenses identified in an Order, put into production use, fully paid up and as reported in good faith by Customer in the form of a Deployment Report as defined above (collectively, the "Deployed Licenses"). The license restrictions set forth in the EULA and Section 2 above shall survive termination of the EULA and/or this CL&D Supplement.

### **8. CONFLICT.**

The terms of this CL&D Supplement shall not apply to any ForeScout Products, ActiveCare or Professional Services purchased separately by Customer unless mutually agreed by the Parties authorized representatives in writing. In the event that any of the terms and conditions of the EULA conflict with this CL&D Supplement, the terms and conditions of this CL&D Supplement shall take precedence with respect to the subject matter hereof.