

## FORESCOUT TECHNOLOGIES, INC. AFFILIATE PRODUCT SCHEDULE FOR SILENTDEFENSE

This Affiliate Product Schedule for SilentDefense ("Product Schedule"), is incorporated by reference into the Forescout End User License Agreement (the "EULA" or "Agreement") between Forescout and Customer. Terms not defined herein are defined in the Agreement. This Product Schedule applies only if the Order includes SilentDefense, and if the Products, Maintenance and Professional Services purchases are specifically intended for use of and with SilentDefense. In the event of a conflict as between this Product Schedule and the Agreement, the term of the Product Schedule shall govern.

## 1. Definitions

"Command Center License" means an individual license key associated with a single physical or virtual machine installed with an operating system and the SilentDefense Command Center for purposes of managing the number of SilentDefense sensors set forth within the Documentation specifications or the Forescout proposal or quote.

"Individual Sensor License" means an individual license key associated with a single physical or virtual machine installed with an operating system and the SilentDefense sensor software component limited by the throughput capacity per sensor and/or a different licensing restriction identified within the Documentation specifications or the Forescout proposal quote.

"Sensor Site License" means a SilentDefense sensor license associated with a specified individual location, and which may not be used at any other locations. Each Sensor Site License allows for the installation of an unlimited number of sensors across the associated site but limited by the throughput capacity per sensor and/or a different licensing restriction as identified within the Documentation specifications or the Forescout proposal or quote.

"SilentDefense" means Software that provides a nonintrusive network monitoring and situational awareness platform for in-depth visibility and cyber resilience for industrial control systems (ICS) and SCADA networks.

"<u>SilentDefense Products</u>" means the Software purchased by Customer associated with an Individual Sensor License, Command Center License or Sensor Site License.

## 2. License

The term "<u>Software</u>" in the Agreement includes "<u>SilentDefense</u>." Forescout hereby grants Customer the rights to use SilentDefense limited to the SilentDefense Products purchased by Customer under the terms of the Agreement and limited by the terms of the Order and this Product Schedule. In

addition to the restrictions set forth in the Agreement, Customer shall not, without Forescout's prior written consent (i) install, access or use SilentDefense on hardware and/or an operating system other than the hardware and operating system for which the Software was originally licensed to Customer and other than provided by, or certified by, Forescout, or (ii) remove or relocate the Software to another location than the location where Forescout has given its consent. For the avoidance of doubt, a SilentDefense license shall not be licensed based upon, or subject to, an Endpoint Count.

3. Maintenance. ActiveCare does not apply to SilentDefense. Forescout's obligation to provide maintenance for SilentDefense will be set forth in the Order and in accordance with the Technical Support Policy set forth at <a href="https://www.forescout.com/company/legal/security-matters-technical-support-policy">https://www.forescout.com/company/legal/security-matters-technical-support-policy/</a> ("Technical Support Policy"). Forescout is not obliged to provide Maintenance under the Technical Support Policy with regards to a version of the Software that is not supported according to the Technical Support Policy. "Maintenance" means service Levels 1, 2 and 3, which may include Updates and Upgrades of SilentDefense, offered during Forescout's normal business hours as described in the Technical Support Policy. "Update" means a bug fix, update, patch, module replacement or improved version of the whole or any part of SilentDefense, provided as part of the Maintenance. "Upgrade" means a new version of SilentDefense consisting of a major release to be implemented on the hardware as a result of a hardware update or change.

## 4. Hardware Warranty

- 4.1 Pass-through Warranties and Rights. If Customer purchases any hardware from Forescout as set forth in the Order, Customer understands that Forescout is facilitating the sale of such hardware between the manufacturer or vendor of the hardware ("Manufacturer") and Customer, and Forescout is not a contractual party to the transaction. Forescout, as its sole obligation to Customer, shall pass through or assign to Customer the rights Forescout obtains from the Manufacturer of such hardware, including warranty, representations, covenants and indemnification rights, all to the extent that such rights are assignable. Customer agrees to coordinate any hardware returns due to a breach of warranty directly with the Manufacturer.
- **4.2** <u>Professional Services</u>. Customer acknowledges and agrees that Professional Services are sold separately from the Product. If Customer purchases Professional Services from Forescout, Customer hereby grants Forescout access to the Product for the purposes of allowing Forescout to perform the services stated in the SOW or Datasheet.

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