

Mandiant Statement of Work

Advanced Intelligence Analysis

Customer: Government of Israel – IAEC

This Statement of Work (“SOW”) is part of the Purchase Order No. PO 5300003375 issued by the Government of Israel, Israel Atomic Energy Commission (“Customer”) to Mandiant, Inc. including its subsidiary Mandiant Ireland Limited (referred to herein as “Mandiant”). This SOW is effective as of the last day of signature below (“SOW Effective Date”). This SOW is governed by the Terms and Conditions as agreed for PO 4441189709 and attached this SOW at Annex 1 (“Agreement”).

Reference: Mandiant quote: Q-201324

1. DESCRIPTION OF SERVICES

For the Services Term (as defined below), Mandiant agrees to provide one (1) analyst for a defined period not to exceed two [2] days per work week (Sunday-Thursday), who is a Mandiant employee (the “AIA Integrator”) to perform the following Services on-site at Customer’s premises:

- Accessing and applying Mandiant’s knowledgebase to improve and enhance the Customer’s threat intelligence.
- Providing proprietary alert-driven threat reports describing Mandiant’s knowledge of threat actors’ identities, motives, capabilities, and targets.
- Preparing anticipatory analysis describing threat groups that are likely to target Customer, and the types of data theft or network attacks these groups would likely exploit;
- Collecting industry-specific analysis, such as case studies describing recent incidents at similar organizations, targeting trends across the industry, and new or expanded descriptions of threat actors specifically targeting the particular industry;
- Creating threat analysis reports describing new or evolving threats tied to the Customer’s business areas, partners, products, and services;
- Deliver proprietary insights on the cyber threat landscape and specific threats facing Israel to improve situational awareness of current advanced persistent threat, financial, and criminal groups;
- Conducting digital threat assessments/monitoring on components, suppliers, and programs identified and prioritized by the Customer by using Mandiant’s proprietary research tools to observe domain spoofing, dark web threats, and trending data from open sources and social media;

Promptly following the SOW Effective Date, Mandiant will begin the process of engaging the AIA Integrator. Customer acknowledges and agrees that Mandiant cannot guarantee the amount of time it will take to engage an appropriate AIA Integrator. Customer will have an opportunity to interview the AIA Integrator prior to engagement, and Customer may reasonably reject any candidate. The AIA Integrator will work from Customer’s offices, be a citizen of the country in which the activities are to take place and will possess any necessary security clearances.

The Services described above are “Services” as defined in the Agreement.

The following are examples of the types of services that are not included in the Services described herein:

- Routine IT work such as troubleshooting and help desk functions
- Provision of bulk, raw intelligence from Mandiant’s intelligence libraries
- Incident response activities, save for CTI that reflects IR activity
- SOC analyst work, save for CTI that reflects SOC activity
- Penetration testing, vulnerability testing, or other proactive assessments

2. DELIVERABLES

Mandiant may provide the Customer with any or all the following items (each, "Mandiant Reports"), as requested through the AIA Integrator and as available:

- Alert-driven threat reports describing Mandiant's knowledge of threat actors' identities, motives, capabilities, and targets.
- Proprietary analysis describing threat groups that are likely to target Customer, and the types of data theft or network attacks these groups would likely exploit.
- Industry-specific analysis, such as case studies describing recent incidents at similar organizations, targeting trends across the industry, and new or expanded descriptions of threat actors specifically targeting the particular industry.
- Threat analysis reports describing new or evolving risks tied to the Customer's business areas, partners, products, and services.
- Digital threat assessments and dark web monitoring on components, suppliers, and programs identified and prioritized by the Customer;
- Threat landscape briefings providing situational awareness of current advanced persistent threat, financial, and hacktivists groups.
- CTI for ICT, OT-SCADA domain

Mandiant Reports are "Deliverables" as defined in the Agreement. Subject to Customer's timely payment of applicable fees and expenses, and subject to this SOW, Customer shall have a perpetual, non-exclusive, nontransferable, right and license to use, display and reproduce the Mandiant Reports for its internal purposes only. Mandiant Reports may not be shared with or otherwise provided to any third party.

3. TERM

This SOW will become effective on the SOW Effective Date and continue for a term of two [2] days per work week for 12 months (52 weeks), on a Sunday through Thursday basis. (the "Term"). Each party may terminate this SOW as set forth in the Agreement.

4. FEES AND EXPENSES

In consideration of the Services and Deliverables described herein, Customer agrees to pay the fixed fees reflected in the Quote. Mandiant will invoice Customer the fees as set forth in the Quote on the SOW Effective Date.

5. ASSUMPTIONS

1. Fees do not include any hardware, software, licensing, maintenance or support costs of any Mandiant or other third-party product or service suggested by Mandiant as we conduct the activities outlined above.
2. Mandiant will provide Deliverables to Customer throughout this engagement. Draft deliverables are considered final upon confirmation from Customer (written or oral) or fifteen days after their submission date from Mandiant to Customer via email, whichever is earlier.
3. When Mandiant's personnel are performing Services on site at Customer's premises, Customer will allocate appropriate working space and physical access for all Mandiant assigned personnel.
4. Mandiant uses a (40) hour billable workweek as its standard, with approximately 30% of the AIA Integrator's time spent coordinating with Mandiant's Intelligence Team. On-site services for this engagement will be delivered over a two [2] day, (8) hours/day work period, on a Sunday through Thursday basis, unless otherwise mutually agreed. At Mandiant's sole discretion our analysts may elect to incur greater than 16 billable hours during this engagement.
5. Customer will make available key individuals within the appropriate cyber security program that can best help plan operations and activities.

6. CONTACT INFORMATION

Customer will provide contact information to Mandiant for those Customer personnel who are designated as Customer's points of contact for the Services.

Signature Page Follows

Mandiant Ireland Limited

Signature

Name

Title

Date

**Government of Israel, Israel Atomic
Energy Commission**

Signature

Name

Title

Date

Mandiant, Inc.

Signature

Name

Title

Date

Annex 1

LICENSING AGREEMENT INCORPORATION VEHICLE

The undersigned parties (individually, a “Party”, and collectively, the “Parties”), hereby agree as follows:

1. The licensing agreement(s) attached hereto as Exhibit 1 (the “Licensing Agreement(s)”) shall be incorporated in full into the P.O., and shall be considered a material part of the P.O.
2. The software product(s) that are the subject of the Licensing Agreement(s) are commercial items that have been developed at the licensor’s private expense, and as such, the use of such software product(s) will be governed by the terms and conditions set forth in the Licensing Agreement(s) (the “Licensing Terms”), as well as by the terms and conditions set forth in the P.O. (the “P.O. Terms”).
3. Subject to the exceptions set forth below, in the event of any inconsistency or conflict between the P.O. Terms and the Licensing Terms, the Licensing Terms shall take precedence and prevail for all matters related to the P.O.
4. Notwithstanding any language to the contrary in the Licensing Terms, any limitations and exceptions set forth in the Licensing Terms that are applicable to the U.S. Government shall be likewise applicable to the GOI, to the extent permitted by law.
5. Notwithstanding any language to the contrary in the Licensing Terms, the venue of any legal proceeding arising from or related to the P.O. shall be the state and federal courts located in New York City, New York, and the P.O., and any legal proceeding arising from or related to the P.O., shall be governed by the laws of the State of New York, without regard to conflict-of-laws principles.
6. Notwithstanding any language to the contrary in the Licensing Terms, the Licensing Agreement(s) shall not represent the “Entire Agreement” between the Parties; rather, the agreement between the Parties shall comprise: (i) the P.O.; (ii) this Annex; and (iii) the Licensing Agreement(s).
7. Notwithstanding any language to the contrary in the Licensing Terms, no information shall be collected from or about, nor shall any access be granted to, the GOI computers, servers, and/or other IT-related systems, whether for audit purposes or otherwise, without the GOI’s prior written consent, and such consent may be withheld at the GOI discretion, as deemed necessary by the GOI in order to comply with applicable to security restrictions, protocols and policies.
8. Notwithstanding any language to the contrary in the Licensing Terms, the GOI does not agree to any automatic renewal provisions. If any license or service tied to periodic payment is provided under the P.O.,

such license or service shall not renew automatically upon expiration of its current term without prior written approval from the authorized representative of the GOI in the form of a new P.O.

9. Notwithstanding any language to the contrary in the Licensing Terms, the GOI does not agree to any clauses purporting to make the GOI responsible for taxes. In the event of any inconsistency or conflict between the P.O. Terms and the Licensing Terms relating to the payment of taxes, the P.O. Terms shall take precedence and prevail.
10. Notwithstanding any language to the contrary in the Licensing Terms, the GOI does not agree to indemnify any party.
11. Notwithstanding any language to the contrary in the Licensing Terms, terms provided in websites do not bind the GOI unless those terms are attached in physical document form to this Annex A.
12. Notwithstanding any language to the contrary in the Licensing Terms, the GOI does not agree to any terms providing for assignment by licensor without prior written approval from the authorized representative of the GOI.

[Remainder of page left intentionally blank.]

BY:

BY:

MANDIANT, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

**GOVERNMENT OF ISRAEL, ISRAEL
ATOMIC ENERGY COMMISSION**

Signature: _____

Print Name: _____

Title: _____

Date: _____

BY:

MANDIANT IRELAND LIMITED

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

1. The terms specified in this Annex A to the PO are in accordance with Mandiant quote, Q-201324.
2. The parties hereby agree that references to FireEye in the Master Purchase Agreement set forth below are hereby replaced by references to Mandiant.
3. The Master Purchase Agreement set forth below is incorporated into the PO with the following PO exceptions:
 - a. Buyer represents it is tax exempt and subject only to Israeli taxes.
 - b. Buyer approves of partial shipments and agrees to timely process invoices for such partial shipments.
4. Support shall be for the ordered term and does not automatically renew without a renewal purchase order.
5. Section 12 of this Annex A to the PO is hereby amended by the addition of the following:

“provided, however that the GOI will not unreasonably withhold its consent to assignment of the P.O.”

MASTER PURCHASE AGREEMENT

Structure and Order of Precedence. This Agreement provides the general terms under which the Customer may purchase and use FireEye's various Offerings. The explicit rights for the Customer to use and receive Products, Support Services or Subscriptions or otherwise engage with specific FireEye Offerings are set forth in the applicable Schedules for those Offerings. Schedules are governed by the General Terms Applicable to All Offerings, as set forth below ("General Terms"), and the applicable Schedule, together with the General Terms, make up the "Agreement" under which FireEye will provide Offerings. In the event of conflict between any of the terms in this Agreement and a Schedule, the Schedule will govern.

GENERAL TERMS APPLICABLE TO ALL FIREEYE OFFERINGS

1. DEFINITIONS.

1.1 "Content Feed" means all intelligence and content feeds associated with Products and Subscriptions, which may consist of inbound and outbound feeds that are part of FireEye's Dynamic Threat Intelligence (DTI) Cloud, downloads of Indicators for use with Products or Subscriptions, and/or intelligence provided as part of Advanced Threat Intelligence (ATI).

1.2 "Deliverables" means the written reports that are created specifically for Customer as a result of the Professional Services provided hereunder.

1.3 "Documentation" means the user manuals generally provided in writing by FireEye to end users of the Products and Subscriptions in electronic format, as amended from time to time by FireEye.

1.4 "FireEye" means (i) FireEye, Inc., a Delaware corporation with its principal place of business at 601 McCarthy Blvd., Milpitas, CA, 95035 with respect to Offerings that are shipped to, deployed or rendered inside of North America (including the United States, Mexico, Canada and the Caribbean), Central America and South America (collectively, the "Americas"); or (ii) with respect to all Offerings that are shipped to, deployed or rendered outside of the Americas, FireEye Ireland Limited, a company incorporated under the laws of Ireland with principal place of business at 2 Park Place, City Gate Park, Mahon, Cork, Ireland. FireEye includes the operating divisions Mandiant and iSIGHT.

1.5 "FireEye Materials" means all FireEye proprietary materials, Deliverables, intellectual property related to Products or Subscriptions, (such as all rights in any software incorporated into a Product or Subscription, copyrights, and patent, trade secret and trademark rights related to Products, and screens associated with Products or Subscriptions), Documentation, any hardware and/or software used by FireEye in performing Services or providing Subscriptions, Content Feeds, FireEye's processes and methods (including any forensic investigation processes and methods), Indicators of Compromise, materials distributed by FireEye during Training, and any FireEye templates and/or forms, including report and presentation templates and forms. FireEye Materials does not include Third Party Materials.

1.6 "Indicators of Compromise" or "Indicators" means specifications of anomalies, configurations, or other conditions that FireEye can identify within an information technology infrastructure, used by FireEye in performing Professional Services and providing Subscriptions.

1.7 "Intellectual Property Rights" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.8 "Offerings" means, collectively, Products, Subscriptions, Training, Professional Services and Support Services.

1.9 "Order" means a written purchase order or similar ordering document, signed or submitted to FireEye by Customer and approved by FireEye, under which Customer agrees to purchase Offerings.

1.10 "Products" means the FireEye software and hardware appliances (which may include embedded software or firmware components) as described in the Product Schedule to this Agreement.

1.11 "Professional Services" means, collectively, those security consulting services provided by FireEye under a Statement of Work and/or set forth on an Order, which may consist of Product-related services such as deployment, configuration or installation services; proactive security consulting such as penetration testing, vulnerability assessments or compromise assessments; or incident response or other remediative services.

1.12 "Service" or "Services" means the Professional Services, Support Services and Training.

1.13 "Statement of Work" or "SOW" means a mutually agreed-upon document between FireEye and Customer, describing Professional Services, rates and timelines (if applicable) for those Professional Services, and incorporating this Agreement.

1.14 "Subscription" means a service provided by FireEye for a fixed term, under which FireEye provides access to certain features, functionality, and/or information, as described in the applicable Schedule for each Subscription attached to this Agreement.

1.15 "Support Services" means the Product and Subscription support and maintenance services provided by FireEye with respect to each Product and Subscription, as described in the applicable Schedule for each Product or Subscription.

1.16 "Third Party Materials" means software or other components that are licensed to FireEye by third parties for use in FireEye's Offerings.

1.17 "Training" means training in the use of Products or Subscriptions, or on security-related topics in general, provided by FireEye.

2. ORDERS AND STATEMENTS OF WORK.

2.1. Orders. Customer may purchase Offerings by submitting an Order. If accepted by FireEye, the "Order Effective Date" will be the date of the Order. All Orders will be governed by this Agreement. For clarity, FireEye will not be obligated to ship any Product, or provide any Services, Training or Subscriptions until Customer has issued a valid Order for those Offerings. Orders for Offerings will be invoiced by the relevant FireEye entity as described in Section 1.4 above, regardless of the entity that issued the quote or the entity to whom an Order is addressed.

2.2. Statements of Work. Each Statement of Work will incorporate and be governed by this Agreement. The "Statement of Work Effective Date" will be the date both Customer and FireEye have agreed to the Statement of Work, either by executing the Statement of Work or by issuing and accepting an Order for the Professional Services described on the Statement of Work. For clarity, FireEye will not be obligated to perform any Professional Services until a SOW describing those Professional Services has been agreed by both parties or an Order listing those Professional Services has been accepted by FireEye, as applicable.

3. FEES AND PAYMENT.

3.1 Fees and Expenses. Customer agrees to purchase the Offerings for the prices set forth in each Order and/or Statement of Work, as applicable ("Fees"). If Customer purchases through a FireEye partner (such as an authorized reseller or distributor, collectively, "FireEye Partners"), all fees and other procurement and delivery terms shall be agreed between Customer and the applicable partner. Customer shall reimburse FireEye for all expenses incurred so long as such expenses are directly attributable to the Services or Subscriptions performed for or provided to Customer. FireEye will provide appropriate vouching documentation for all expenses exceeding \$25.

3.2 Payment. If Customer purchases directly from FireEye, Customer will make full payment in the currency specified in FireEye's invoice, without set-off and in immediately available funds, within thirty (30) days of the date of each invoice. All Fees are non-cancelable and non-refundable. All Fees described on an Order and in a Statement of Work will be fully invoiced in advance, unless otherwise agreed by FireEye. Any partial shipments delivered by FireEye may be invoiced or delivered individually. If any payment is more than fifteen (15) days late, FireEye may, without limiting any remedies available to FireEye, terminate the applicable Order or Statement of Work or suspend performance until payment is made current, and all payments then due will accelerate and become immediately due and payable. Customer will pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by applicable law.

3.3 Taxes. All Fees are exclusive of all present and future sales, use, excise, value added, goods and services, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Offerings which shall be invoiced to and paid by the Customer. If Customer is required by law to make any deduction or withholding on any payments due to FireEye, Customer will notify FireEye and will pay FireEye any additional amounts necessary to ensure that the net amount FireEye receives, after any deduction or withholding, equals the amount FireEye would have received if no deduction or withholding had been required. Additionally, Customer will provide to FireEye evidence, to the reasonable satisfaction of FireEye, showing that the withheld or deducted amounts have been paid to the relevant governmental authority. For purposes of calculating sales and similar taxes, FireEye will use the address set forth on the Order or Statement of Work, as applicable, as the jurisdiction to which Offerings and shipments are delivered unless Customer has otherwise notified FireEye in writing as of the Order Effective Date or Statement of Work Effective Date, as applicable. Customer will provide tax exemption certificates or direct-pay letters to FireEye on or before the Order Effective Date or Statement of Work Effective Date, as applicable.

3.4 Increases. FireEye reserves the right to increase Fees at any time, although increases in Fees for Subscriptions or Support Services will not go into effect until the next Renewal Subscription Term or Renewal Support Term, as applicable.

4. TITLE AND RISK OF LOSS; INSPECTION. All hardware, including hardware components of Products and any hardware provided for use with Subscriptions, is shipped FOB Origin (FCA) from FireEye's designated manufacturing facility or point of origin, and title to such hardware and the risk of loss of or damage to the hardware shall pass to Customer at time of FireEye's delivery of such hardware to the carrier. FireEye is authorized to designate a carrier pursuant to FireEye's standard shipping practices unless otherwise specified in writing by Customer. Customer must provide written notice to FireEye within five (5) days of delivery of the Products of any non-conformity with the Order, e.g., delivery of the wrong Product or incorrect quantities.

5. TERMS APPLICABLE TO SPECIFIC OFFERINGS. Products, Support and Subscriptions are governed by these General Terms and the applicable Schedule for each Offering. Evaluations, Training, and Professional Services are governed by these General Terms, including the applicable sections below.

5.1. Evaluations, Preview Features, Beta Features. If Customer receives a Product or Subscription for evaluation purposes ("Evaluation Offerings") then Customer may use the Evaluation Offerings for its own internal evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Offerings (the "Evaluation Period"). Customer and FireEye may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Offering includes hardware components, Customer will return the hardware within ten (10) days of the end of the Evaluation Period, and if Customer does not return the hardware within this period, Customer shall be invoiced for the then-current list price for the applicable Evaluation Offering. Customer acknowledges that title to hardware components of Evaluation Offerings remains with FireEye at all times, and that Evaluation Offerings may be used and/or refurbished units. Customer must delete all software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to FireEye, or Customer will be invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Customer understands that FireEye may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Evaluator. Preview features and beta features or products may be provided with respect to an existing Offering or on a stand-alone basis, for a limited time, at no additional charge but then licensed for an additional fee at a later date. All such preview and beta features or products are considered "Evaluation Offerings" as defined above, provided, however, that FireEye will notify Customer of the period of time in which such preview or beta features will be provided at the time such preview or beta features are made available. EVALUATION OFFERINGS ARE

PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FIREEYE DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION OFFERINGS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2. Training. Training delivery dates and location for such Training will be mutually agreed upon by the parties. If an Order does not specify such dates and/or locations, then the parties will mutually agree upon the dates and locations for Training. Customer must request rescheduling of Training no less than two (2) weeks in advance of the scheduled start date. FireEye will use reasonable efforts to reschedule the Training, subject to availability, and Customer will pay any expenses associated with the rescheduling, including any expenses associated with cancelling or changing travel plans. If Customer cancels attendance at a public Training class, Customer must notify FireEye no later than two (2) business days before the date of the Training class. If Customer timely notifies FireEye of the cancellation, FireEye will issue Customer a credit for the amount paid for that public Training class, which Customer may apply toward another public Training class held within one (1) year of the date of the Order on which the cancelled Training class was included. Customer may substitute a named attendee at a public Training class, but Customer will notify FireEye in advance of any such substitution. FireEye reserves the right to refuse admittance to public Training classes to any person, for any reason, and if FireEye refuses admittance, FireEye will refund the amount paid for that person's attendance at the public Training class. FireEye does not refund or credit Fees paid for attendees who do not attend Training classes or who leave before a Training class concludes. Training may not be recorded. If Customer purchases a block of Training hours (for example, 10 hours of Training), then Customer must use those hours within one (1) year of the effective date of the applicable Order. All Training must be scheduled and conducted within one (1) year of the date of the applicable Order for that Training.

5.3. Professional Services.

5.3.1. Deliverables. Subject to Customer's timely payment of applicable fees, and subject to the Agreement and each applicable SOW, Customer shall have a perpetual, non-exclusive, nontransferable, right and license to use, display and reproduce the Deliverables for its internal business purposes. Deliverables may not be shared with any third party other than law enforcement agencies. In no event may Deliverables be used for sales or marketing activities.

5.3.1. Customer-Owned Property. Customer is and will remain, at all times, the sole and exclusive owner of the Customer-Owned Property (including, without limitation, any modification, compilation, derivative work of, and all intellectual property and proprietary rights contained in or pertaining thereto). FireEye will return or destroy all Customer-Owned Property upon the termination or expiration of the applicable SOW or Order. "Customer-Owned Property" means any technology, software, algorithms, formulas, techniques or know-how and other tangible and intangible items that were owned by Customer, or developed by or for Customer prior to the SOW Effective Date that are provided by Customer to FireEye for incorporation into or used in connection with the development of the Deliverables or performance of Professional Services.

5.3.2. Customer Responsibilities. If the Services require the installation and use of FireEye equipment or software, Customer will facilitate the installation and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated by FireEye.

5.3.3. Litigation Expenses. If FireEye is required by applicable law, legal process or government action to produce information, documents or personnel as witnesses with respect to the Professional Services or this Agreement, such as by responding to one or more subpoenas, Customer shall reimburse FireEye for any time and expenses (including without limitation reasonable external and internal legal costs) incurred to respond to the request, unless FireEye is itself a party to the proceeding or the subject of the investigation.

6. INTELLECTUAL PROPERTY

6.1. Ownership of FireEye Materials; Restrictions. All Intellectual Property Rights in FireEye Materials, Products, Deliverables, Documentation, and Subscriptions belong exclusively to FireEye and its licensors. Customer will not (and will not allow any third party to): (i) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any FireEye Materials (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) sell, resell, distribute, sublicense or otherwise transfer, the FireEye Materials, or make the functionality of the FireEye Materials available to any other party through any means (unless otherwise FireEye has provided prior written consent), (iii) without the express prior written consent of FireEye, conduct any benchmarking or comparative study or analysis

involving the FireEye Materials ("Benchmarking") for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Products or Subscriptions to interoperate with Customer's internal computer systems; (iv) disclose or publish to any third party any Benchmarking or any other information related thereto; (v) use the FireEye Materials or any Benchmarking in connection with the development of products, services or subscriptions that compete with the FireEye Materials; or (vi) reproduce, alter, modify or create derivatives of the FireEye Materials. Between Customer and FireEye, FireEye shall retain all rights and title in and to any Indicators of Compromise FireEye developed by or for FireEye in the course of providing Subscriptions or performing Services. FireEye may audit Customer's use of Offerings to ensure compliance with the terms of this Agreement.

6.2. Third Party Materials. Customer acknowledges that Products and Subscriptions may include Third Party Materials. FireEye represents that these Third Party Materials will not diminish the license rights provided herein or limit Customer's ability to use the Products and Subscriptions in accordance with the applicable Documentation, and neither the inclusion of Third Party Materials in any Product or Subscription or use of Third Party Materials in performance of Services will create any obligation on the part of Customer to license Customer's software or products under any open source or similar license.

6.3. Aggregated Data. Customer grants FireEye a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use data derived from use of the Offerings (the "Aggregated Data") for FireEye's business purposes, including the provision of Offerings to FireEye's other customers; provided the Aggregated Data is combined with similar data from other customers and not identifiable to Customer. The Aggregated Data will not be considered Customer Confidential Information.

7. WARRANTIES.

7.1. Product Warranty. FireEye warrants to Customer that during the one (1) year period following the shipment of the Products, the Products will perform substantially in accordance with the applicable Documentation. The warranty stated in this Section 7.1 shall not apply if the Product has: (i) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by FireEye; (ii) been repaired or altered by persons other than FireEye; (iii) not been installed, operated, repaired and maintained in accordance with the Documentation; or (iv) been used with any third party software or hardware which has not been previously approved in writing by FireEye. If during the one-year Product warranty period: (a) FireEye is notified promptly in writing upon discovery of any error in a Product, including a detailed description of such alleged error; (b) such Product is returned, transportation charges prepaid, to FireEye's designated manufacturing facility in accordance with FireEye's then-current return procedures, as set forth by FireEye from time to time; and (c) FireEye's inspections and tests determine that the Product contains errors and has not been subjected to any of the conditions set forth in 7.1 (i)-(iv) above, then, as Customer's sole remedy and FireEye's sole obligation under the foregoing warranty, FireEye shall, at FireEye's option, repair or replace without charge such Product. Any Product that has either been repaired or replaced under this warranty shall have warranty coverage for the remaining warranty period. Replacement parts used in the repair of a Product may be new or equivalent to new.

7.2. Services Warranty. FireEye warrants to Customer that Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the Services were performed, and FireEye will promptly correct or re-perform the Services, at FireEye's expense.

7.3. Subscription Warranty. FireEye warrants to Customer the Subscriptions will be provided in a professional manner in accordance with industry standards for similar subscriptions. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and FireEye will promptly correct the non-conformity, at FireEye's expense.

7.4. Remedies Exclusive. Except for any Service Level Credits described in applicable Schedules, the remedies stated in Sections 7.1-7.3 above are the sole remedies, and FireEye's sole obligation, with respect to Products, Subscriptions and Services that fail to comply with the foregoing warranties.

7.5. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS, SUBSCRIPTIONS, FIREEYE MATERIALS, DELIVERABLES AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. FIREEYE AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FIREEYE ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT PRODUCTS, FIREEYE MATERIALS, DELIVERABLES, SERVICES OR SUBSCRIPTIONS WILL BE ERROR-FREE.

8. INFRINGEMENT INDEMNITY.

8.1. Indemnity. FireEye shall defend Customer, and its officers, directors and employees, against any third party action alleging that the FireEye Materials infringes a valid U.S. patent or copyright issued as of the date of delivery or performance, as applicable, and FireEye shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) finally awarded against such party in connection with such action. If the FireEye Materials, or parts thereof, become, or in FireEye's opinion may become, the subject of an infringement claim, FireEye may, at its option: (i) procure for Customer the right to continue using the applicable FireEye Materials; (ii) modify or replace such FireEye Materials with a substantially equivalent non-infringing FireEye Materials; or (iii) require the return of such FireEye Materials or cease providing affected Product, Subscriptions, Deliverables or Services, and refund to Customer, with respect to Products, a pro-rata portion of the purchase price of such Products based on a three-year straight line amortization of the purchase price, and with respect to Subscriptions, a portion of any pre-paid Fees for such Subscriptions, pro rated for any unused Subscription Term, and with respect to Services, any pre-paid Fees for Services that have not been delivered. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF FIREEYE AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OFFERINGS, FIREEYE MATERIALS, OR DELIVERABLES.

8.2. Exceptions. FireEye shall have no indemnification obligations with respect to any action arising out of: (i) the use of any Product, Subscription, Deliverable, or Service, or any part thereof, in combination with software or other products not supplied by FireEye; (ii) any modification of the Products, Subscriptions, Deliverables, or Services not performed or expressly authorized by FireEye; or (iii) the use of any the Products, Subscriptions, Deliverables, or Services other than in accordance with this Agreement and applicable Documentation.

8.3. Indemnification Process. The indemnification obligations shall be subject to Customer: (i) notifying FireEye within ten (10) days of receiving notice of any threat or claim in writing of such action; (ii) giving FireEye exclusive control and authority over the defense or settlement of such action; (iii) not entering into any settlement or compromise of any such action without FireEye's prior written consent; and (iv) providing reasonable assistance requested by FireEye.

9. LIMITATION OF LIABILITY.

9.1. Consequential Damages Waiver. EXCEPT FOR LIABILITY ARISING UNDER THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), IN NO EVENT WILL FIREEYE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FIREEYE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.2. Limitation of Monetary Damages. EXCEPT FOR LIABILITY ARISING UNDER THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, FIREEYE'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, THE OFFERINGS, THE FIREEYE MATERIALS AND DELIVERABLES SHALL BE LIMITED TO THE TOTAL

AMOUNTS RECEIVED BY FIREEYE FOR THE RELEVANT OFFERINGS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

9.3. Applicability. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

9.4 SAFETY Act. FireEye and Customer hereby mutually waive and release each other from any and all liabilities relating to any claims for losses or damages of any kind (including, but not limited to, business interruption losses) arising out of an Act of Terrorism as defined by the Support Anti-Terrorism By Fostering Effective Technologies Act of 2002 ("SAFETY Act") (6 U.S.C. §§ 441-444). FireEye and Customer further agree to be solely responsible to the full extent of any and all losses they may sustain, or for any and all losses their respective employees, officers, or agents may sustain, resulting from an Act of Terrorism as defined by 6 U.S.C. §§ 441-444 when FireEye's Multi-Vector Virtual Execution Engine and any subscriptions, cloud services platform or associated services (the "Qualified Anti-Terrorism Technology") are utilized in defense against, response to, or recovery from an Act of Terrorism.

10. Compliance with Law; U.S. Government Restricted Rights.

10.1. Compliance with Law. Each party will comply with all laws and regulations applicable to it with respect to the Offerings, including all export control regulations and restrictions that may apply to the Offerings. Customer will not export any FireEye Materials to any countries embargoed by the United States (currently including Cuba, Iran, North Korea, Sudan and Syria). Each Party acknowledges that it is familiar with and will comply with the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA"), as applicable, and each party agrees that no action it takes will constitute a bribe, influence payment, kickback, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law.

10.2. U.S. Government Restricted Rights. The Offerings, Deliverables and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. All Offerings and FireEye Materials are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Offerings, FireEye Materials and Documentation by the United States Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

11. CONFIDENTIAL INFORMATION.

11.1. Confidential Information. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"); or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information ("Recipient"). The terms of any commercial transaction between the parties (including pricing related to the Offerings) shall be considered Confidential Information.

11.2. Maintenance of Confidentiality. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; (ii) limit disclosure to those persons within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and

intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain all notices of confidentiality contained on the original Confidential Information.

11.3. Exceptions. The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has given prompt advance notice to Discloser of such required disclosure; and (c) has allowed Discloser to participate in the proceedings.

11.4. Injunctive Relief. Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

11.5. Return of Confidential Information. Within thirty (30) days after the date when all Orders and SOWs have expired or been terminated, or after any request for return of Confidential Information, each party will return to the other party or destroy all of such other party's Confidential Information, at such other party's discretion, and, upon request, provide such other party with an officer's certificate attesting to such return and/or destruction, as appropriate. Notwithstanding the foregoing, each party may retain additional copies of, or computer records or files containing, the Confidential Information of the other party that have been created by that party's electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard procedures.

11.6. Privacy. If FireEye is a data processor under this Agreement, and in accordance with applicable data protection laws, including but not limited to the EU General Data Protection Regulation (GDPR), FireEye agrees that it will:

11.6.1 process personal data controlled by Customer when authorized by the Customer and in compliance with this Agreement and will not use or process the personal data for purposes other than those permitted by the Customer, anticipated by the Documentation for the Offerings, or for the purpose of research and development of FireEye's Offerings;

11.6.2 adopt and maintain appropriate (including organizational and technical) security measures in processing Customer's personal data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against unlawful forms of processing;

11.6.3 take reasonable steps to ensure that (i) persons employed by it, and (ii) other persons engaged at its place of work, are aware of and comply with applicable data privacy laws and regulations.; and

11.6.4 provide Customer access to a list of current sub-processors that may handle personal data at FireEye's direction.

11.6.5 FireEye may process or otherwise transfer any personal information in or to any country outside of the country of origination, including such countries with less restrictive data protection laws, to the extent necessary for the provision of the Offerings. If required and where applicable, FireEye will enter into mutually agreed-upon country-specific data transfer mechanisms, including the EU-US Privacy Shield framework and the EU Standard Contractual Clauses as approved by the European Commission, to help ensure an adequate level of data protection for the personal data that will be processed or transferred. FireEye does not react to Do Not Track signals because there is no standard for how those signals are sent

11.6.6 Customer agrees it is responsible for obtaining any applicable consents from data subjects for Customer's use of FireEye to process Customer's data.

12. TERM AND TERMINATION.

12.1. Term. This Agreement will become effective on the Effective Date and will continue in effect for a period of one (1) year (the "Initial Term" of the Agreement). This Agreement will renew for additional periods of one (1) year each (each, a "Renewal Term" and together with the Initial Term, the "Term" of this Agreement)

unless either party notifies the other of its intent not to renew this Agreement by giving the other party notice of non-renewal no later than sixty (60) days prior to the end of the then-current Term. The term of each Order will be as set forth below or in the applicable Schedule, and the term of each SOW will be as set forth in the applicable Statement of Work.

12.1.1 Products. Products will be licensed according to the applicable Schedule, for the period of time stated on the Order (e.g., if the Order lists a Product as being provided for "3Y," the license for that Product is provided for three years from the date of the Order). If no period of time is stated on the Order, then the Product is licensed perpetually, unless otherwise terminated as set forth herein.

12.1.2 Support Services. Support Services will begin on or shortly after the Order Effective Date (as determined by FireEye) and will continue in effect for the period of time stated in the Order ("Initial Support Term"). Unless otherwise stated on the Order, the Support Services will automatically renew for additional periods of one (1) year each (each, a "Renewal Support Term" and together with the Initial Support Term, the "Support Term"), unless either party notifies the other of its intention not to renew Support Services at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates Support Services for convenience before the end of the then-current Support Term, Customer will pay any remaining fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of termination.

12.1.3 Subscriptions. The term of each Subscription will begin on or shortly after the Order Effective Date (as determined by FireEye) and will continue in effect for the period of time stated in the Order ("Initial Subscription Term"). Unless otherwise stated on the Order, the Subscription will automatically renew after its Initial Subscription Term for additional periods of one (1) year each (each, a "Renewal Subscription Term" and together with the Initial Subscription Term, the "Subscription Term"), unless either party notifies the other of its intention not to renew that Subscription at least sixty (60) days prior to the expiration of the then-current Subscription Term. Customer may terminate a Subscription at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates a Subscription for convenience before the end of the then-current Subscription Term, Customer will pay any remaining fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of termination.

12.1.4 Professional Services; Statements of Work. Professional Services described on an Order will be provided at mutually agreed-upon times, and will continue until complete, unless otherwise terminated as set forth herein. The term of each SOW will be as set forth in that SOW. If no term is expressed in an SOW, then the term of that SOW will begin on the SOW Effective Date and continue until the Professional Services described in that SOW are complete or the SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for convenience by giving FireEye at least thirty (30) days' written notice of its intent to terminate the SOW. If Customer terminates an SOW for convenience as set forth in this Section, Customer will pay any amounts owing for Professional Services and Deliverables provided under that SOW up to and including the date of termination. Customer may request that FireEye suspend performing Professional Services during the term of a Statement of Work, and FireEye will suspend such Professional Services within 24 hours of Customer's request. Customer acknowledges that any such suspension will not affect Customer's obligation to pay fees for Professional Services rendered through the date of suspension, and that resumption of Professional Services may be delayed if FireEye redeploys personnel to other engagements during the period of suspension.

12.2. Termination for Material Breach. Either party may terminate this Agreement, any Order or any SOW upon written notice of a material breach of the applicable Agreement, Order or SOW by the other party as provided below, subject to a thirty (30) day cure period ("Cure Period"). If the breaching party has failed to cure the breach within the Cure Period after the receipt by the breaching party of written notice of such breach, the non breaching party may give a second notice to the breaching party terminating the applicable Order or SOW. Termination of any particular Order or SOW under this Section will not be deemed a termination of any other Order or SOW, unless the notice of termination states that another Order or SOW is also terminated. Notwithstanding the foregoing, the Cure Period applicable to a breach by Customer of any payment obligations under any Order or any SOW will be fifteen (15) days. Notwithstanding the foregoing, this Agreement shall terminate automatically in the event Customer has breached any license restriction and, in FireEye's determination, that breach cannot be adequately cured within the Cure Period.

12.3. Effect of Termination. Termination or expiration of any Order or SOW will not be deemed a termination or expiration of any other Orders or SOWs in effect as of the date of termination or expiration, and this Agreement will continue to govern and be effective as to those outstanding Orders and SOWs until those Orders and SOWs have expired or terminated by their own terms or as set forth herein. Expiration or termination of this Agreement will not constitute or be construed as termination or expiration of any Orders or Statements of Work that have not also been terminated or expired by their own terms, and this Agreement will continue to govern any Orders and Statements of Work entered into prior to the date of termination or expiration of this Agreement until those Orders and Statements of Work have terminated or expired by their terms. The provisions of Section 3 (Payment), Section 6 (Intellectual Property), Section 7.5 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Compliance with Law; U.S. Government Restricted Rights), 11 (Confidential Information), and 13 (Miscellaneous), and all accrued payment obligations, shall survive the termination of all Orders and SOWs and the relationship between FireEye and Customer.

13. MISCELLANEOUS.

13.1. Assignment. Customer may not assign any Order or Statement of Work, or any rights or obligations thereunder, in whole or in part, without FireEye's prior written consent, and any such assignment or transfer shall be null and void. FireEye shall have the right to assign all or part of an Order or Statement of Work without Customer's approval. Subject to the foregoing, each Order and Statement of Work shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

13.2. Entire Agreement. This Agreement along with any Order, Statement of Work and the Schedules attached hereto is the entire agreement of the parties with respect to the Offerings and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter thereof. FireEye does not accept, expressly or impliedly and FireEye hereby rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgement, or other document, or established by trade usage or prior course of dealing. This Agreement may be amended only in a writing signed by authorized representatives of both parties.

13.3. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.4. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal suit, action or proceeding arising out of or relating to the Offerings, the FireEye Materials, this Agreement, an Order or a Statement of Work will be commenced exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party hereto irrevocably submits to the jurisdiction and venue of any such court in any such suit, action or proceeding.

13.5. Independent Contractors. The parties are independent contractors. Nothing in this Agreement, any Order or any Statement of Work shall be construed to create a partnership, joint venture or agency relationship between the parties. Customer shall make no representations or warranties on behalf of FireEye.

13.6. Language. This Agreement and each Order and Statement of Work are in the English language only, which shall be controlling in all respects. All communications, notices, and Documentation to be furnished hereunder shall be in the English language only.

13.7. Notices. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written

notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

13.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the laws of any jurisdiction, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

13.9. Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.10. Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

13.11. Equal Opportunity. FireEye is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

SUBSCRIPTION SCHEDULE FIREEYE INTELLIGENCE

In addition to the General Terms Applicable to all Offerings, which govern this Schedule, the following terms govern the FireEye Intelligence Subscription ("Intelligence Subscription"). FireEye will provide the Intelligence Subscription(s) purchased by the Customer, as shown on the Order.

1. Definitions

- 1.1 "Access Method(s)" or "Access Methods" means, individually and collectively, the FireEye Intelligence Portal ("FIP"), Application Programming Interface ("API"), Browser Plugin, FireEye Intelligence App for Splunk, access keys, or any other method provided by FireEye for Customer to access the Intelligence Subscription.
- 1.2 "Analysis Tools" means analysis tools which provide contextual information about domain names, IP addresses, and threats or which analyze uploaded files and provide a report related to the uploaded file.
- 1.3 "Analyst Access" means a request made by Customer to FireEye for additional research or information about a specific piece of Content, such as an Indicator.
- 1.4 "Application" is a software program the Customer creates that is designed to access the Content, which includes the features of the API but adds significant functionality beyond that provided by the API.
- 1.5 "Application Programming Interface" or "API" means the latest version of the FireEye Intelligence Application Programming Interface software made generally available by FireEye.
- 1.6 "Browser Plugin" means the FireEye Intelligence Browser Plugin which a Customer may install on Google Chrome and other supported browsers that allows the Customer to access and view the Content.
- 1.7 "Content" means the cyber threat intelligence data and any Reports, Indicators of Compromise, FireEye News Analysis, trends, events, information, documentation or functionality provided in connection with the relevant Intelligence Subscription.
- 1.8 "Cyber crime Intelligence" means an Intelligence Subscription that provides intelligence and technical analysis enabling Customer to provide improved responses to abuses of computer systems, cyber crime operations, and the targeting of victims' money, goods, or services.
- 1.9 "Cyber Espionage Intelligence" means an Intelligence Subscription that provides intelligence analysis concentrating on adversaries that target corporate and government entities to collect information for strategic advantage.
- 1.10 "Digital Threat Assessment" or "DTA" means a FireEye Intelligence service that provides a one-time assessment, conducted over a period of thirty (30) days (unless otherwise agreed in writing) (the "Assessment Period"), through which FireEye will search for Keywords to uncover evidence of threat actor activity related to these Keywords. At the beginning of the Assessment Period, FireEye will meet with the Customer to determine Keywords, and will conduct at least one meeting during the Assessment Period to inform on progress and answer Customer questions about the service. At the conclusion of the Assessment Period, FireEye will provide the Customer with one (1) report summarizing findings. This report is "Content" as defined herein.
- 1.11 "Digital Threat Monitoring Advanced" or "DTMA" means an Intelligence Subscription that provides ongoing monitoring of Keywords to uncover evidence of threat actor activity related to these Keywords. The stand-alone DTMA Subscription also allows the Customer to request up to twenty (20) investigations per calendar quarter related to raw threat alerts that are reported through the DTMA Subscription ("DTM Investigations"). DTM Investigations must be used in the quarter in which they're allocated; they do not roll over into subsequent quarters. FireEye will deliver reports summarizing DTM Investigation findings to Customer via FIP,

and will deliver raw threat alerts as they are produced. These reports, alerts and summaries are "Content" as defined herein.

1.12 "Digital Threat Monitoring" or "DTM" means Digital Threat Assessment and Digital Threat Monitoring Advanced.

1.13 "End Users" means the Customer's employees.

1.14 "Strategic Intelligence" means an Intelligence Subscription that provides organizational risks conveyed to decision makers for better informed security investment and strategy, and includes intelligence analysis on industries, regions, and threats targeting enterprise networks.

1.15 "Fusion Intelligence" means an Intelligence Subscription that provides situational awareness through analysis into ongoing, past, and predictive threat activity, and includes all intelligence reporting from Cyber crime Intelligence, Cyber Espionage Intelligence, Operational Intelligence, as well as intelligence related to critical infrastructure and hacktivism.

1.16 "FireEye Intelligence App for Splunk" means the application provided by FireEye, which a Customer may install on Splunk, that allows the Customer to access and view the Content in accordance with this Agreement. The FireEye Intelligence for Splunk includes the latest version of the FireEye Intelligence App for Splunk software, its documentation and any html embedded code.

1.17 "Intelligence Subscription(s)" means the FireEye Intelligence Subscription(s) purchased by Customer as described on the applicable Order, including all Content, Access Methods, Analysis Tools and FireEye News Analysis available with the Intelligence Subscription purchased.

1.18 "Intelligence Enablement" means the enablement services purchased by Customer, which supplement the Intelligence Subscription(s), as described in Section 3 below.

1.19 "Keywords" means words or phrases provided by Customer, and agreed by FireEye, for searching and investigation in connection with Digital Threat Monitoring. Keywords will fall into one or more categories, as described in the DTM Service Description. Customer's primary business name will always be a Keyword, unless Customer and FireEye mutually agree to remove it from the list of Keywords to be monitored.

1.20 "Operational Intelligence" means an Intelligence Subscription that provides alert prioritization, enabled through access to FireEye's full library of malware reports, actor overviews and indicator reporting.

1.21 "FireEye News Analysis" means a feature of an Intelligence Subscription that provides delivery of a daily email that tracks current security stories, answers inbound questions from business executives and includes proactive analyses of important events to executives and board members by correlating highlights with Intelligence reports giving a detailed understanding of the security landscape.

1.22 "Vulnerability Intelligence" means an Intelligence Subscription that provides intelligence on vulnerabilities in products and published software, which aids in prioritization decisions for patching and mitigation strategies, and includes threat intelligence analysis related to critical infrastructure.

2. License; Access to Intelligence Subscription and Content.

2.1. Grant of Limited License. During the Subscription Term (or Assessment Period, for Customers purchasing DTA), FireEye grants to Customer in accordance with the terms of this Agreement and Intelligence Subscription(s) or service purchased, a limited, worldwide, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable royalty-free right and license to use the Access Methods to access Content for Customer's internal use only. All Access Methods and Content is FireEye Material and FireEye Confidential Information as defined in the Agreement. Additional licenses for the Browser Plugin and the FireEye Intelligence App for Splunk purchased through third parties (such as the Chrome WebStore and Splunk) will be valid through

the Subscription Term. Customer will not interfere with, restrict or inhibit any other customer from using the Access Methods or Content or disrupt any services offered by FireEye through any medium.

2.2 Limitations. The Intelligence Subscription(s) and services can be used only by End Users who have a need to know within Customer's organization, typically defined as a person or group that has a direct role in securing information system or networks. Use of the Access Methods and access to the Intelligence Subscription(s) and the Content by Customer's End Users is provided through access keys or login credentials. Access keys and login credentials may not be shared between End Users. Customer may not establish group accounts. FireEye reserves the right to discontinue offering particular Access Methods or to modify the Access Methods at any time in its sole discretion. FireEye reserves the right to limit the number and/or frequency of requests for Content made through the Access Methods in its sole discretion. Customer will not exceed any usage limits established by FireEye. In addition to any other rights under this Agreement, FireEye may utilize technical measures to prevent over-usage or to stop usage of any Access Methods or any Application after any usage limitations are exceeded.

2.3. Customer Submissions. Customer agrees that certain information and data that will be provided by Customer to FireEye through the Intelligence Subscription(s), such as malware submitted for analysis, is not owned by Customer. Such submissions may be used, aggregated, analyzed and shared by FireEye to enhance the products and services FireEye provides to its customers.

3. FireEye Intelligence Enablement.

3.1 All Intelligence Subscriptions include the following:

- a) Platinum Support as set forth at FireEye's Support Programs and Terms page, as may be updated by FireEye in its discretion, for issues related to keys, FIP provisioning and access, customer support portal provisioning and access, and API provisioning and access;
- b) Customer intelligence requirements collected and maintained by our Intelligence Requirements team;
- c) API technical integration advisement;
- d) Delivery of a remote formal business review twice yearly, to be scheduled at mutually agreed upon times;
- e) Access to an Intelligence Account Manager ("IAM") via the IAM-Team@fireeye.com distribution list to answer general questions related to the Intelligence Subscription; and
- f) Intelligence report clarifications for information published in FIP.

Digital Threat Assessment services do not receive Intelligence Enablement services as described in this Section 3.

3.2 Subject to Customer's payment in full of all associated fees, FireEye will provide Intelligence Enablement services per the purchased level described below. Level Two and Level Three Intelligence Enablement is not available to customers purchasing only the Digital Threat Assessment service.

3.2.1 Level Two - Intelligence Coordination. Customers purchasing Level Two - Intelligence Coordination will receive the following:

- a) A designated IAM, who will serve as Customer's point of contact at FireEye related to the Intelligence Subscription;
- b) Analyst Access requests as shown on the Order (the time needed to respond to an Analyst Access request will vary depending on the complexity or requirements within each customer request); and
- c) Delivery of a formal business review twice yearly, to be scheduled at mutually agreed upon times.
- d) A limited version of the Digital Threat Monitoring Subscription, providing monitoring of up to fifty (50) Keywords in up to two (2) categories of Keywords. FireEye may, in its discretion, increase the number of Keywords and Keyword categories it will monitor. DTM Investigations will be handled as Analyst Access requests.

3.2.2 Level Three - Intelligence Optimization. Customers purchasing Level Three - Intelligence Optimization will receive the following, in addition to the items provided under Level Two as described above:

- a) Designated Intelligence Optimization Analyst ("IOA") to manage all intelligence-related threat profile entitlements;
- b) One (1) quarterly custom threat intelligence report delivered by the IOA upon request;
- c) One (1) annual custom strategic workshop or custom threat intelligence briefing by the IOA upon request; and
- d) Monthly Analyst-to-Analyst calls delivered by the IOA, if requested, and to be scheduled at mutually agreed upon times.
- e) A limited version of the Digital Threat Monitoring Subscription, providing monitoring of up to fifty (50) Keywords in up to three (3) categories of Keywords. FireEye may, in its discretion, increase the number of Keywords and Keyword categories it will monitor. FireEye will provide up to ten (10) DTM Investigations per calendar quarter, if requested by Customer. DTM Investigations must be used in the quarter in which they're allocated; they do not roll over into subsequent quarters. Additional DTM Investigations will be handled as Analyst Access requests.