FORESCOUT TECHNOLOGIES, INC.

EVALUATION LICENSE AGREEMENT

This Evaluation License Agreement is a legal agreement between you, the entity on whose behalf you are authorized to enter into this Agreement ("Customer"), and **Forescout Technologies, Inc.** ("Forescout"). This Evaluation License Agreement consists of the terms and conditions set forth below, the Forescout Data Processing Addendum made available at https://www.forescout.com/company/legal/, and any other exhibits or attachments referenced hereto, all of which are incorporated herein by this reference (collectively, this "Agreement"). If Customer does not agree to the terms and conditions of this Agreement, Customer must promptly return the Products and any accompanying items (including printed materials and binders or other containers) and immediately cease using or accessing the Cloud Service. Customer's standard terms and conditions of sale, purchase order or other documents are for Customer's convenience only and any terms set forth therein that are inconsistent with, vary from, or add to the terms and conditions set forth in this Agreement shall not be binding on Forescout unless agreed to in writing by Forescout and are hereby rejected.

1. DEFINITIONS.

"Affiliate" means an entity that controls (i.e., parent), is controlled by (i.e., subsidiary), or is under common control with (i.e., sister) a party to this Agreement.

"Authorized Third Party" means third party consultants or contractors which may access or use the Products and/or Cloud Service on Customer's behalf as long as: (a) the use is solely for Customer's internal business operations; (b) each Authorized Third Party is under subject, in each case, to written confidentiality obligations with Customer protecting Forescout's Intellectual Property and Confidential Information with terms no less stringent than those of the Agreement and any Addendum; (c) Customer ensures that the Authorized Third Party's use of the Products and Cloud Service complies with the terms of this Agreement; and (d) on completion of the Authorized Third Party's services requiring the use of the Products and/or Cloud Service, Customer ensures that the Authorized Third Party ceases access or use of the same immediately.

"Cloud Service" means a cloud-based technology service hosted by or on behalf of Forescout for the benefit of Customer that is used in conjunction with Forescout's Products.

"Customer Data" means all electronic information submitted by or on behalf of Customer to the Cloud Service in accordance with the Documentation.

"Documentation" means the written technical documentation and specifications applicable to a Product or Cloud Service, excluding marketing collateral, such as datasheets and solution briefs.

"Evaluation Period" means the period of time during which Customer may evaluate the Products and/or Cloud Service beginning on the date Forescout accepts Customer's Order through the evaluation end date specified on the Order, inclusive of any extensions approved by Forescout.

"Graphical User Interface" or "GUI" means the software program which provides the interface for Customer to operate the Products.

"Hardware" means the Forescout branded hardware appliance or any other third party hardware provided to Customer for evaluation purposes.

"Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, copyright, trademark, and trade secret.

"Open Source Software" means various open source software components of the Software that are licensed to Customer under the terms of the applicable license agreements included with such open source software components.

"Order" means Forescout's Evaluation Request Form executed by Customer that refers to this Agreement, and describes in greater detail Customer's order-specific information, including, Products and/or Cloud Service ordered, Evaluation Period start and end dates, Product list price, and shipping information.

"Product" means the Software and/or any Hardware that Customer has ordered, and Forescout has agreed to provide, as indicated on the applicable Order.

"Software" means the proprietary software program(s) developed by or licensed to, Forescout, made available in object code form, as more fully described within the Documentation, as well as any modifications, error corrections, bug fixes, or other updates thereto. "Software" also includes the proprietary GUI, and associated Documentation developed by Forescout.

"Third-Party Applications" means certain products, links, resources, plugins or services developed or sourced from third parties but made available to Customer by Forescout for Customer's use in connection with the Products.

"User" means a human who is either an employee of Customer or an Authorized Third Party (1) who can establish a connection to and use the Cloud Service for Customer's internal business operations, (2) for whom a subscription has been obtained, and (3) to whom a user identification and password have been supplied by Customer (or by Forescout at Customer's request).

2. GRANT OF LICENSE; RESERVATION OF RIGHTS.

2.1. License and Right of Access. Forescout hereby grants Customer a nonexclusive, limited license, during the Evaluation Period solely to test and evaluate the Products and/or Cloud Service as follows: (i) use one (1) copy of the Software solely as installed on the Hardware or downloaded electronically; (ii) download and use as many copies of the GUI and the Documentation as necessary to support Customer's testing and evaluation of the Products; and (iii) a right to access and use the Cloud Service and applicable Documentation.

2.2. Ownership and Reservation of Rights. Except for the limited license set forth herein, Forescout, and/or its licensors, shall own and retain all right, title and interest in and to the Intellectual Property Rights in the Products, Cloud Service, Documentation, and any derivative works thereof, including any modifications to or derivatives made by Customer in violation of this Agreement, all of which contain valuable trade secrets of Forescout and/or its licensors. Except as to the limited license expressly set forth in Section 2.1 of this Agreement, Customer does not acquire any other rights, express or implied, in the Products or Cloud Service. The limited use license described herein is not a sale of the Software or any copy of it, nor is it a waiver of the rights of Forescout under the U.S. copyright laws or any other federal, state, or other applicable laws. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO FORESCOUT.

2.3. Data Protection. Forescout shall act as a data processor and process Customer Data only on behalf of and under the direction of Customer (and its designees), as set forth in this Agreement. Forescout shall use Customer Data only for legitimate business purposes in connection with providing the Cloud Service, as set forth in this Agreement and the Data Processing Addendum.

2.4. Open Source Software. The terms and conditions of this Agreement shall not apply to any Open Source Software accompanying the Products. Any such Open Source Software is provided under the terms of the open source license agreement or copyright notice accompanying such Open Source Software.

3. LICENSE AND USE RESTRICTIONS.

3.1. General. This license and grant of rights is for Customer's internal use only. Except as expressly provided in this Agreement, Customer may not, and may not permit any third party to, use the Software or Cloud Service for rental, timesharing, subscription service, hosting or outsourcing or to sublicense, lend, rent, lease or make the Software or Cloud Service available to any third party. Customer acknowledges that the Software in source code form remains a confidential trade secret of Forescout and/or its licensors, and Customer may not reverse engineer, decipher, decompile, modify or disassemble the Software or the Hardware or otherwise attempt to derive the source code of the Software or Cloud Service (except as authorized by law), extract the Software from the Hardware, incorporate the Software in whole or in part in any other software or product, or modify the Software or Cloud Service, develop derivative works of the Software or Cloud Service or allow others to do so, or to attempt to do any of the foregoing, without the express prior written consent of Forescout. If Customer makes any modifications to the Software or Cloud Service, including any derivative works, Forescout shall own such modifications. Except as expressly provided herein, Customer may not, and may not permit any third party to, reproduce the Software or remove any copyright, trademark, proprietary rights, disclaimer or warning notices placed on, included in or

embedded in any part of the Hardware, Software or Cloud Service. Customer will not, and will not permit any third party to, disclose the results of any benchmark, functionality or performance tests run on the Software to any third party competitors of Forescout.

3.2. Cloud Service.

3.2.1.   Customer shall (a) be responsible for Customer's and its Users' compliance with this Agreement; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Service and notify Forescout promptly of any such unauthorized access or use; (c) use the Cloud Service only in accordance with the Agreement, Documentation, applicable law and government regulations; (d) ensure that Users shall not use the Cloud Service for any purpose other than as expressly authorized in this Agreement; (e) be solely responsible for monitoring and controlling access to the Cloud Service, maintaining the confidentiality of User passwords, and preventing unauthorized access to or use of the Cloud Service; (f) notify Forescout promptly of any unauthorized access or use of the Cloud Service; (g) on completion of any Authorized Third Party's services requiring the use of the Cloud Service, ensure that the Authorized Third Party ceases access or use of the Cloud Service immediately.

3.2.2.   Customer shall not, and shall ensure that Users do not (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security; b) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Customer's and Users' use of the Cloud Service that negatively impacts the Cloud Service' operation; or (d) submit any information that is not contemplated in the applicable Documentation.

4.   THIRD PARTY PRODUCTS AND APPLICATIONS.

Forescout does not warrant any Third Party Applications, whether or not such Third Party Applications are designated by Forescout as "certified," "approved," "recommended" or are otherwise provided by a third party that is a member of a Forescout partner program. Any purchase or use by Customer of any Third Party Application is solely between Customer and the applicable third party provider, and Customer agrees that Forescout has no liability or obligation to Customer for such Third Party Applications, the results of the use thereof, or the effect that the use thereof has on the operation of the Products.

5.   SHIPMENT.

All Hardware will be shipped DAP (Incoterms 2010). inclusive of all shipping costs. Customer must utilize their own customs broker for importation of the Products. Customer's assigned agent will act as importer of record and will be responsible for payment of any import duties, taxes and fees. If an export license is required, Forescout shall obtain exporting license/authorization and fulfill reporting requirements of such licenses (except for restricted or embargoed countries as provided in Section 9 (*Compliance with Law*s)). In respect of U.S. Origin goods, Forescout is responsible for providing the forwarding agent with the U.S. electronic export information filing in the Automated Export System ("AES"). The forwarding agent shall act as Forescout's agent for the limited purpose of filing the U.S. electronic export information in the AES. Customer will ensure that the forwarding agent is provided accurate and complete information and documents reflecting the filing in the AES. Any import licenses required by territory destinations are Customer's responsibility. All Hardware will be packaged for shipment in accordance with the packaging regulations in force in the territory. Customer will provide any special packaging or marking requirements to Forescout for review and preparation prior to shipment. Shipment will be made to Customer's identified facilities or freight forwarder.

6.   WARRANTY DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS AND CLOUD SERVICE ARE FOR EVALUATION ONLY AND PROVIDED "AS IS." FORESCOUT, ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS AND RESELLERS MAKE NO WARRANTIES IN CONNECTION WITH THE PRODUCTS OR CLOUD SERVICE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. FORESCOUT, ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS AND RESELLERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7.   LIMITATION OF LIABILITY.

7.1   TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORESCOUT, ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS AND RESELLERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST DATA OR LOSS OF USE, OR PROCUREMENT OF REPLACEMENT GOODS, HOWEVER INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2   IN NO EVENT SHALL FORESCOUT'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIVE THOUSAND U.S. DOLLARS ($5,000). This limitation of liability is cumulative and not per incident (i.e., the existence of two or more claims will not enlarge this limit).

7.3   Customer acknowledges and agrees that Forescout has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and result in consequential loss), and that the same form an essential basis of the bargain between the parties. THE LIMITATIONS OF THIS SECTION 7 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

9.   CONFIDENTIALITY.

Customer acknowledges that the Products and Cloud Service, including all documents, in whatever form, provided with the Products and/or Cloud Service contain Forescout's confidential trade secret information ("Confidential Information"). Confidential Information will also include any information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") in connection with Customer's use of the Products and Cloud Service, provided that such information should be reasonably understood by the Receiving Party as being confidential or proprietary. The Receiving Party will keep the Confidential Information in confidence, in the same manner as the Receiving Party maintains its own confidential information, and in no event with less than a reasonable degree of care. The Receiving Party will use the Confidential Information only for the purpose described in this Agreement. The Receiving Party will limit the disclosure of Confidential Information solely to those employees and consultants having a need-to-know, provided that each such employee and consultant is subject to a written agreement containing confidentiality obligations no less protective than those contained in this Agreement. The Receiving Party will make no written or electronic copies of the Confidential Information, except as reasonably necessary to perform its obligations under this Agreement. The Receiving Party may disclose the Confidential Information to the extent required by a court of law or government regulatory body, but first the Receiving Party will give the Disclosing Party prompt notice to allow the Disclosing Party reasonable opportunity to obtain a protective order against such disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party without a confidentiality obligation; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to Confidential Information.

10.   COMPLIANCE WITH LAW.

10.1.   General. Each party will comply fully with all international and national laws and regulations that apply to the Products and/or Cloud Service and to Customer's use thereof.

10.2.   Export Controls. Customer represents that it is not a "Restricted Person," which shall be deemed to include any person or entity: (i) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (ii) on any restricted person or entity list maintained by any U.S. governmental agency. Unless authorized by U.S. regulation or license, neither party will, in connection with the activities contemplated by this Agreement, export or re-export, directly or indirectly, any Products or Cloud Service, including without limitation, any technical data, computer software, or any product (or any part thereof), process, or service, that is the direct product of any such technical data or computer software that has been received from the other party in connection with the activities contemplated by this Agreement (hereinafter referred to collectively or

individually, "Controlled Products") (a) to any country (or nationals thereof) in Country Group E of the Export Administration Regulations of the United States ("EAR") or any other country subject to sanctions administered by the Office of Foreign Assets Controls (the then-current list can be found at http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx); (b) to any non-civil (i.e. military) end users or for any non-civil end uses in any country in Country Group D:1 of the EAR, as such list may be modified from time to time (the then-current lists can be found at http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear); or (c) in violation of the International Traffic and Arms Regulation. The parties understand that countries other than the U.S. may restrict the import or use of strong encryption products or other items and may restrict such exports. The parties agree to comply with any such import or other restrictions. Each party represents and warrants that it is not currently debarred, suspended, or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the U.S., and will immediately notify the other party in the event that any of the foregoing occurs.

10.3. Customer will indemnify, to the fullest extent permitted by law, Forescout from and against any fines or penalties that may arise as a result of its breach of this Section 10.

11. U.S. GOVERNMENT RESTRICTED RIGHTS.

This Section 10 applies only if Customer is an agency or other part of the U.S. Government ("Government End User"). Forescout licenses its Software and Documentation to users within the U.S. Government and any contractor thereof only under the terms of Forescout's standard federal licensing agreement for commercial end use. If Customer is a Government End User, Forescout hereby identifies the Software and Documentation, and, to the extent applicable, Customer will identify the Software and Documentation in all proposals and agreements with any Government End User or any contractor thereof, as follows: (i) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations ("FAR") and its successors; (ii) For acquisition by or on behalf of units of the U.S. Department of Defense, as necessary to obtain protection as "commercial computer software" and "commercial computer software documentation" in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 227.7202. To the extent applicable and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to a Government End User or, if Customer is a Government End User, such Government End User will acquire, the Software and Documentation with only those rights set forth in this Agreement.

12. TERM AND TERMINATION OF LICENSE.

12.1. Term. The term of this Agreement shall commence on the date Forescout accepts Customer's Order and shall terminate at the end of the Evaluation Period.

12.2. Termination. Forescout may terminate this Agreement at any time if Customer is in breach of any of the material terms or conditions provided herein, and such breach remains uncured more than fifteen (15) days following receipt of Forescout's written notice of such breach. In addition, Forescout may terminate this Agreement immediately if Customer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

12.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease using the Products and/or Cloud Service and shall promptly return the Products and Documentation to Forescout at Forescout's expense. Customer is responsible, and shall reimburse Forescout, for loss of or damage to the Hardware while it is in Customer's possession. If Customer fails to return the Hardware within thirty (30) days after the end of the Evaluation Period, Customer will pay the then-current list price for the Products. If Customer does not have the proper packaging to return the Hardware, Customer will notify Forescout in writing and Forescout will provide Customer with such packaging. If Customer returns the Hardware without the three (3) hard drives, Forescout, in its sole discretion, may invoice Customer for the replacement cost of such hard drives, not to exceed USD $2,000.00, and Customer agrees to pay the invoice in full within thirty (30) days. In lieu of returning the Hardware, Forescout, in its sole discretion, may request that

Customer physically destroy the Hardware, which at a minimum must include complete destruction of the hard drives. For Software, Forescout, in its sole discretion, may request that Customer physically overwrite the Software at a level of data erasure that does not allow software-based or hardware-based recovery. Upon Forescout's request, Customer shall provide Forescout a certificate of destruction evidencing compliance with the foregoing. If Customer continues to use the Products and/or Cloud Service following the termination or expiration of this Agreement ("Post-Termination Use"), Customer acknowledges and agrees that any such Post-Termination Use shall be subject to and governed by the terms and conditions of the Forescout End User License Agreement, available at http://www.Forescout.com/eula. Sections 2.4 (Ownership and *Reservation of Rights*), 3 (*License and Use Restrictions*), 6 (*Warranty Disclaimer*), 7 (*Limitation of Liability*), 9 (*Confidentiality*), 10 (*Compliance with Law*), 11 (*U.S. Government Restricted Rights*), 12 (*Term and Termination of License*), and 13 (*General*) shall survive any expiration or termination of this Agreement in accordance with their respective terms.

13. GENERAL.

13.1. Independent Contractors. The relationship of Forescout and Customer is that of independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on the other's behalf or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the parties are separate and distinct entities.

13.2. Force Majeure. Neither party shall be liable for any loss, damage, or penalty resulting from delays or failures in performance resulting from acts of God, material shortages, or other causes beyond such party's remedy or control.

13.3. Governing Law. This Agreement will be governed and construed under the laws of the State of Delaware without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. Customer irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware, USA ("Venue") for the resolution of any dispute between the parties concerning the Products or services specified herein; (ii) agrees not to commence any such proceedings except in such courts; and (iii) waives any objection to the laying of venue of any such proceedings in the state or federal courts located in the Venue.

13.4. Notices. All notices under this Agreement are required to be sent either via electronic delivery or to the principal addresses specified above by commercial overnight courier with written verification of delivery. All notices so given will be deemed received upon the date of receipt if by electronic delivery or two (2) days after dispatch for courier deliveries. If to Forescout, all notices shall be sent to generalcounsel@forescout.com or to 190 W. Tasman Dr., San Jose, CA 95134, USA; Attention: General Counsel.

13.5. Severability. If any provision of this Agreement is held invalid by the final determination of any court or other tribunal of competent jurisdiction, such provision shall be reformed only to the extent necessary to make it enforceable, and shall not affect the enforceability of (i) such provision under other circumstances or jurisdictions, or (ii) any other provision under all circumstances or jurisdictions. The invalid or unenforceable provision will be construed by such judicial body so as to be enforceable to the maximum extent compatible with applicable law.

13.6. Headings. The headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

13.7. Assignment. Customer may not assign or transfer this Agreement, nor any rights or obligations under this Agreement without the prior written consent of Forescout. Any attempted assignment in violation of the foregoing shall be void and of no effect. However, notwithstanding the foregoing, either party may assign this Agreement in its entirety to (i) any entity controlled by, controlling, or under common control with, such party; or (ii) any successor in interest to such party by way of merger or consolidation; or (iii) a purchaser of all or substantially all of the assets of such party, provided that the assignee agrees in writing to be bound by all of the terms and conditions of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the parties.

13.8. Entire Agreement. This Agreement constitutes the entire agreement between Forescout and Customer with respect to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to such subject matter. No waiver,

amendment or modification of any provision of this Agreement shall be enforceable against Forescout unless it is in writing and signed by Forescout. Notwithstanding the foregoing, Forescout may amend the terms and conditions of this Agreement or any other documents and policies referenced herein at any time, including without limitation by posting such revised terms on its website (www.forescout.com) or the location of such other document or policy. Such amended terms and conditions shall be binding on Customer on the effective date of such change and shall supersede any prior version (including this Agreement) which may have been embedded in or packaged with the Product itself. Except for the exclusive remedies specified herein, each party will have all rights and remedies available to it at law or in equity for the protection of its rights hereunder, including an injunction enjoining the breach or threatened breach of this Agreement. This Agreement is not governed by the United Nations Convention of Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of each of which is hereby expressly excluded.

13.9. Counterparts. If applicable, this Agreement may be executed in two (2) counterparts, both of which taken together shall constitute one (1) single agreement between the parties. The parties may execute this Agreement by electronic signature which shall be deemed an original signature for all purposes. The parties agree that a version of this Agreement transmitted by means of electronic message or electronic record (electronic mail, electronic data interchange), once duly signed by the authorized representatives of each party, shall constitute a binding agreement and shall have the same force and effect as a document bearing original signatures.

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