

# END USER LICENSE AGREEMENT

## SOURCEFIRE NETWORK SECURITY PRODUCTS

### **IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY.**

THIS END USER LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND SOURCEFIRE LLC OR ONE OF ITS DESIGNATED SUBSIDIARIES OR AFFILIATES LICENSING THE LICENSED MATERIALS TO YOU HEREUNDER INSTEAD OF SOURCEFIRE LLC (SOURCEFIRE™). SOURCEFIRE LLC IS A WHOLLY-OWNED SUBSIDIARY OF CISCO SYSTEMS, INC. THE TERMS AND CONDITIONS UNDER WHICH YOU MAY USE THE LICENSED MATERIALS ARE SET FORTH IN THIS END USER LICENSE AGREEMENT (EULA™), IN ADDITION TO ANY OTHER TERMS AS MAY BE SET FORTH IN ANY SUPPLEMENTAL LICENSE AGREEMENT(S) WHICH MAY ACCOMPANY ANY SOURCEFIRE PRODUCTS (TOGETHER WITH THE EULA, THE “AGREEMENT”).

This Agreement governs Your access and use of the Sourcefire Products, except to the extent there is a separate written agreement signed by both You and Sourcefire that expressly states that it governs Your use of the Sourcefire Products.

### **1. DEFINITIONS**

The following capitalized terms shall have the following meanings in this EULA:

- 1.0 “You” means the ordering activity, as defined in GDA Order ADM 4800.2h and revised from time to time.
- 1.1. “Appliance” means any Sourcefire-branded network security appliance made available to You, consisting of Hardware and pre-installed Sourcefire Software and/or other Licensed Materials.
- 1.2. “Documentation” means written information contained in user manuals and technical specifications pertaining to the use of the Sourcefire Products made available by Sourcefire with the Sourcefire Products in any manner (including on CD-ROM, on-line or accessible within the Product).
- 1.3. “Hardware” means the hardware components of any Appliance on which Sourcefire Software is installed and runs.
- 1.4. “Laws” means, collectively, all international and national laws, treaties, statutes, ordinances, regulations and other types of government authority.
- 1.5. “Licensed Materials” means any Sourcefire Software, Documentation and Subscription Data licensed by Sourcefire to You hereunder.
- 1.6. “Party” or “Parties” means, individually each party hereto, and collectively all the parties to this Agreement.
- 1.7. “Products” means the Sourcefire Products and/or the Third Party Products.
- 1.8. “Reseller” means an authorized reseller or distributor of Sourcefire.
- 1.9 “Sourcefire Products” means the Appliance(s) and/or Licensed Materials.
- 1.10. “Sourcefire Software” means the machine-readable computer software programs licensed by Sourcefire to You hereunder including any software provided to You for use on a subscription, term or software-as-a-services (SaaS) basis, and all Updates to any of the foregoing.
- 1.11. “Subscription Data” means that data made available to You by Sourcefire for use with the Sourcefire Products including, but not limited to, URL data and IP address blacklists. Subscription Data may be made available separately from the software.
- 1.12 “Third Party Products” means any products or other materials made available to You for use with Sourcefire Products and which are not Sourcefire Products.
- 1.13. “Updates” means with respect to Licensed Materials any Sourcefire-approved periodic patches, bug-fixes, work-arounds, error corrections, enhancements, rules updates, vulnerability database updates, security enhancement updates and additions and other modifications thereto, or revised versions thereof, which may be made available from time to time.

Unless otherwise defined herein, the capitalized terms used in this EULA shall be defined in the context in which they are used.

## 2. YOUR PAYMENT OBLIGATIONS

In consideration for Your purchase of an Appliance and Your license to use the Licensed Materials, You agree to pay all amounts due or incurred by You.

## 3. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Sourcefire grants to You a limited, non-exclusive and non-transferable license to download, install and use for Your internal operations the Licensed Materials for which You have paid the required fees to Sourcefire or a Reseller, as applicable. Such Licensed Materials may be delivered to You pre-installed on an Appliance, made available to You separately via download by Sourcefire or otherwise made available on a subscription, term or software-as-a-service (SaaS) basis. In order to use the Products, You may be required to input a registration number, product authorization key or otherwise register such Products online at Sourcefire's designated website to obtain the necessary license key or license file. You shall own the Appliance that You purchase and the magnetic or other physical media upon which the Licensed Materials are originally or subsequently recorded or fixed, but Sourcefire and Sourcefire's licensors, as applicable, retain all title, copyright and other intellectual proprietary rights in, and ownership of, the Licensed Materials regardless of the media upon which the original or any copy may be recorded or fixed. You may make one (1) copy of the Licensed Materials solely for internal backup purposes. Sourcefire and its licensors expressly reserve any rights in Licensed Materials not granted herein.

## 4. SCOPE OF USE

If You purchased an Appliance, You may only use the Licensed Materials included on that Appliance for use on such Appliance. If Sourcefire Products are made available to You for use without an Appliance on a "virtual" basis, Your use of such Sourcefire Products may not exceed the applicable number of licenses purchased and other use limitations associated with the fees paid or payable by You for such use. If You purchased a license to use the Licensed Materials on a subscription or term basis, You may not deploy or use such Licensed Materials in a manner that exceeds the term of subscription, the permitted number of users, hosts or endpoints, or other subscription or term limitations associated with the applicable fees paid or payable by You.

## 5. LICENSE RESTRICTIONS

You agree not to directly or indirectly: (i) sell, lease, rent, distribute, sublicense, assign or transfer any of the Licensed Materials; (ii) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to determine the source code of any of the Licensed Materials, except to the limited extent permitted by law; (iii) modify, make error corrections to or create derivative works based on the Licensed Materials; (iv) use any Licensed Materials for the benefit of any third parties (e.g., in an ASP, SaaS, outsourcing or service bureau relationship) or in any way other than in its intended manner, except as otherwise permitted by Sourcefire; (v) publish any results of benchmark tests run on the Sourcefire Software; (vi) remove, alter or obscure any proprietary or copyright notice, labels, or marks on the Hardware or within the Licensed Materials; (vii) disable or circumvent any access control or related security measure, process or procedure established with respect to the Appliance or any Licensed Materials or any other part thereof; (viii) create Internet "links" to the Subscription Data or "frame" or "mirror" the Subscription Data on any other server or wireless or Internet-based device; or (ix) utilize the Subscription Data in order to: (1) build a competitive product or service; (2) build a product using similar ideas, features, functions or graphics; (3) copy any ideas, features, functions or graphics; or (4) aggregate subscriptions to the Subscription Data, either by sublicensing or by rebranding of the Subscription.

You are responsible for all use of the Products obtained by You and for compliance with this Agreement; any breach of this Agreement by You or other user in connection with the use of those Products obtained by You shall be deemed to have been made by You.

## 6. INTELLECTUAL PROPERTY; TITLE

This Agreement does not transfer to You any title or any ownership right or interest in any Licensed Materials or in any other intellectual property rights of Sourcefire or Sourcefire's licensors. You acknowledge that the Appliance(s) and the Licensed Materials contain, embody and are based upon patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned by Sourcefire and its licensors. If You purchased an Appliance, title and risk of loss to each Appliance transfers to You when the Appliance is delivered to Sourcefire's designated carrier for shipment; Products are shipped FOB Sourcefire's designated shipping facility. If you purchased an Appliance from a Reseller, the terms of such purchase regarding price, title to the Appliance and delivery thereof are between You and such Reseller. If You purchased an Appliance directly from Sourcefire, the terms of such purchase are as set forth in the Sourcefire sales order submitted by You and accepted by Sourcefire. In all instances, Licensed Materials are licensed to You pursuant to this Agreement and not sold to You.

## 7. TECHNICAL SUPPORT

You may purchase technical support for Sourcefire Products by separately enrolling in Sourcefire's customer support plan (the "Support Plan") and paying Sourcefire or a Reseller the then-applicable customer support fee. Your rights and Sourcefire's obligations under the Support Plan are set forth in the Support Plan terms and conditions, a current copy of which is located at [www.sourcefire.com/customer-support](http://www.sourcefire.com/customer-support). All Updates received by You pursuant to the Support Plan shall be governed by, and licensed to You under, this Agreement.

## 8. CONFIDENTIALITY

As used herein, "Confidential Information" means any non-public technical or business information of either Party, including without limitation, any information relating to Sourcefire's techniques, algorithms, software, know-how and current or future product designs, financial information, procurement requirements, and manufacturing or business forecasts. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) the receiving party can

demonstrate by written evidence was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information or otherwise in breach of this Agreement; (iv) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure; or (v) is required to be disclosed pursuant to, or by, any Laws (including federal laws such as the Freedom of Information Act 5 U.S.C. §552), court order or other legal process to do so, provided that the receiving party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the disclosing party. The party receiving Confidential Information will employ all reasonable measures to maintain the confidentiality of such Confidential Information, but in no event shall such measures be less than the measures the receiving party employs to protect its own confidential information. The party receiving the Confidential Information will limit the disclosure of the other party's Confidential Information to its employees and contractors with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement; provided that, all such employees and contractors are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein.

## **9. INSTALLATION**

You represent, warrant and covenant that You are solely responsible for the proper installation, configuration and management of the Appliance on which the Licensed Materials will be installed, as well as the installation of any separately provided Licensed Materials. You further understand and hereby acknowledge that the failure to properly configure and manage an Appliance, and the failure to properly install any separately provided Licensed Materials, may adversely affect the performance of the Appliance and the Licensed Materials. You represent, warrant and covenant that You will adhere to the recommended minimum requirements specified in the Documentation. Sourcefire shall have no obligation under this Agreement to the extent an Appliance or any separately provided Licensed Materials fails to substantially perform the functions described in the Documentation, in whole or in part, because (i) You fail to adhere to specified minimum operating requirements; (ii) Your separate hardware fails to perform properly; (iii) You improperly configured an Appliance; or (iv) the Licensed Materials had been improperly installed.

## **10. WARRANTY AND DISCLAIMER**

Sourcefire warrants that, for a period of ninety (90) days from the date of initial shipment of the Appliance or, in the case of Sourcefire Software separately provided to You, the date the Sourcefire Software is made available to You for download or delivered on a fixed media (as the case may be, the "Software Warranty Period"), the unmodified Sourcefire Software will, under normal use, substantially perform the functions described in its Documentation. Sourcefire also warrants that for a period of one (1) year from the date of initial shipment of a new Appliance (the "Hardware Warranty Period") that the unmodified Hardware comprising such Appliance will, under normal use, be free of substantial defects in materials and workmanship. Neither of the aforementioned warranties apply if the Sourcefire Software or Appliance (i) has been altered, except by Sourcefire or its authorized representative; (ii) has not been installed, operated, repaired or maintained in accordance with the Documentation and/or instructions supplied by Sourcefire; (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence or accident by You; or (iv) is licensed for beta, evaluation, testing or demonstration purposes. If a court of competent jurisdiction determines that the statutory warranty periods of such jurisdiction apply rather than the Software Warranty Period and Hardware Warranty Periods referenced above, then such statutory warranty periods will control only in the event of a conflict with the terms of this Section 10.

EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10, THE SOURCEFIRE PRODUCTS (INCLUDING, ANY EVALUATION AND BETA PRODUCTS), AND ANY OTHER DOCUMENTATION, MATERIALS AND/OR DATA PROVIDED BY SOURCEFIRE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SOURCEFIRE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

THE SOURCEFIRE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. SOURCEFIRE PRODUCTS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, PHYSICAL INJURY OR PROPERTY DAMAGE.

NO WARRANTY IS MADE BY SOURCEFIRE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. SOURCEFIRE DOES NOT WARRANT THAT THE APPLIANCE, THE LICENSED MATERIALS OR ANY OTHER INFORMATION, MATERIALS, DOCUMENTATION OR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT SOURCEFIRE'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT ONLY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANY THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER.

Sourcefire's obligation and liability, and Your remedy under the warranties set forth in [Section 10](#) shall be for Sourcefire to use commercially reasonable efforts to remedy the problem, or to replace the defective Hardware and/or the Sourcefire Software, if Sourcefire is notified in writing of all warranty problems during the applicable warranty period. If the non-conforming item(s) covered by this warranty cannot be remedied by repair or replacement, Contractor shall refund the fee associated with the non-conforming item(s).

In event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. §7101-7109."

#### **11. LIMITATION OF LIABILITY**

IN NO EVENT WILL SOURCEFIRE'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES' AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OF THE PRODUCTS, EXCEED THE AMOUNT OF FEES YOU PAID TO SOURCEFIRE OR ITS RESELLER, AS APPLICABLE, FOR THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY. UNDER NO CIRCUMSTANCES SHALL SOURCEFIRE OR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS, EXCEPT AS SET FORTH IN [SECTION 13](#); (II) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA; (III) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS); OR (IV) DAMAGES ARISING OUT OF ANY THIRD PARTY PRODUCTS, IN EACH CASE EVEN IF SOURCEFIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM ANY PRODUCTS, AND FOR ANY RELIANCE THEREON. THE LIMITATIONS OF LIABILITY IN THIS [SECTION 11](#) ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 USC 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G. CLAUSE 552.238-75-PRICE REDUCTIONS, CLAUSE 52.212-4(H)-PATENT INDEMNIFICATION, AND GSAR 552.215-72-PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION.

#### **12. ESSENTIAL BASIS**

The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

#### **13. INFRINGEMENT OBLIGATIONS**

13.1. If Your use of the Products hereunder is, or in Sourcefire's opinion is likely to be, enjoined due to the type of Claim then Sourcefire may, at its sole option and expense but without obligation to do so: (i) procure for You the right to continue to use the Products under the terms of this Agreement; (ii) replace the Products with a functional equivalent; (iii) modify the Products so that they become non-infringing (including disabling the challenged functionality), provided the modified Products remain substantially equivalent in function to the enjoined Products; or (iv) repurchase the affected Products less depreciation at the rate of twenty-five percent (25%) per year, or *pro rata* for the part of the year, from the date of payment to the date of removal of the Products. Further, if as a result of a Claim a court of competent jurisdiction issues a final injunction (which has not been appealed) against Your use of any part of the Products, then Sourcefire will, at its sole option, perform one of the remedy options listed in this [Section 13.2](#). In either case, if Sourcefire selects option (ii), (iii) or (iv) listed in this [Section 13.2](#), You shall immediately refrain from use of the allegedly infringing Products.

13.2. Sourcefire shall have no indemnification obligation or liability for any Claim to the extent that it arises out of or relates to: (i) Your use of the Products after Sourcefire notifies You to discontinue use due to a Claim; (ii) the combination of the Sourcefire Products with a non-Sourcefire application, product, data or business process; (iii) damages attributable to a non-Sourcefire application, product, data or business process; (iv) modifications to the Products made other than by Sourcefire; (v) changes made by Sourcefire on behalf of You; (vi) continued use of the Products for which Sourcefire has provided You with modifications or substitute Products if use of such modifications or substitute Products would have prevented the Claim; or (vii) use of the Products in a manner prohibited under this Agreement.

13.3. THE PROVISIONS OF THIS [SECTION 13](#) SET FORTH SOURCEFIRE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. IN NO EVENT SHALL SOURCEFIRE'S LIABILITY TO YOU UNDER [SECTION 13](#) EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SOURCEFIRE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM.

#### **14. VERIFICATION**

You agree that Sourcefire or its designee shall have the right to periodically conduct on-site audits of Your use of the Products for the

limited purpose of verifying that You are in compliance with Your obligations under this Agreement and have paid all applicable fees, provided that Sourcefire coordinates such activity with You and complies with Your security requirements. These audits will be conducted during regular business hours, and Sourcefire will make reasonable efforts to minimize interference with Your regular business activities. Alternatively, Sourcefire may request that You complete a self-audit questionnaire in a form provided by Sourcefire. If an audit or such questionnaire reveals unlicensed use of the Products,.

## **15. EXPORT; RE-EXPORT**

The Products are subject to export controls under the Laws of the United States and other countries. You shall comply with all such Laws governing export, re-export, transfer and use of the Products and will obtain all required U.S. and local authorizations, permits and licenses. Sourcefire assumes no responsibility or liability for Your failure to obtain such necessary authorizations, permits and licenses. Information regarding U.S. export laws can be found at [www.bis.doc.gov](http://www.bis.doc.gov). You agree not to use or transfer the Products for any use relating to the operation of nuclear facilities, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license.

## **16. U.S. GOVERNMENT END USERS**

The Licensed Materials, information and data provided under this Agreement are prepared entirely at private expense and are "Commercial Items" as that term is defined in 48 C.F.R. 2.101. If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then your use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.71023, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, this commercial product and data are licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other users pursuant to the Sourcefire's standard end user license agreement,. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the U.S. Government's rights shall control. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that this commercial product and data are a trade secret and proprietary commercial products and not subject to disclosure.

## **17. FREE SOFTWARE**

You acknowledge and agree that while certain open source code Third Party Products are made available to You hereunder for free for use in combination with the Sourcefire Products, the terms and conditions under which such Third Party Products are being made available to You are as set forth in their respective third party agreements (the "Third Party Agreements"), and that this Agreement in no way supplements or detracts from any term or condition of such Third Party Agreements. Sourcefire is not giving any warranties for these Third Party Products and Your use of these Third Party Products will be subject solely to such Third Party Agreements. A listing of these Third Party Products, including the applicable Third Party Agreements and other applicable disclosures, is available in the Documentation. You may obtain the source code to such open source code software in accordance with the directions set forth in the Documentation.

## **18. EVALUATION PRODUCTS**

If You have been provided Products on an evaluation-only basis or beta-release basis (each, "Evaluation Products") to evaluate their suitability for purchase and/or licensing on a for-fee basis (as the case may be, for "Evaluation"), You acknowledge and agree that the evaluation license key(s) for these Evaluation Products will be set with a set expiration date (the "Expiration Date"), pursuant to which upon activation of the Evaluation Products, You may use the Evaluation Products through the Expiration Date (the "Evaluation Period") solely for their Evaluation. All Evaluation Products are provided to You "AS IS" without warranty or any kind, whether express, implied, statutory, or otherwise, and the limited warranties referenced in [Section 10](#) and the indemnification obligations referenced in [Section 13](#) above will not be applicable to Your use of the Evaluation Products. Sourcefire bears no liability for any damages resulting from use (or attempted use) of the Evaluation Products.

## **19. COLLECTION OF DATA**

Sourcefire hereby informs You that the Products use data collection technology to collect and analyze certain information about Your network and endpoints including, but not limited to, the IP addresses of Your endpoints, other information which may contain personally identifiable information and the metadata of certain executable files in order to (i) identify malware on Your network and endpoints; (ii) provide support and related services to You regarding Your use of the Products; and (iii) improve Sourcefire's products. You do have the ability to configure the Products to limit some of the data that can be collected. Except as provided by law, You grant Sourcefire a perpetual right and license to use the information and data made available by You via the Products in order to attempt to prevent malware from running on Your network and endpoints, to conduct related analysis and provide support and for product improvement purposes.

Sourcefire may engage other companies and individuals to perform functions on its behalf, such as payment processing, order fulfillment, marketing programs and customer service so Sourcefire may share such information with such subcontractors in order to perform these functions, but such subcontractors may not use Your personal information for other purposes, unless You agree.

## **20. GOVERNING LAW**

The Agreement and warranties ("Warranties") are controlled by and construed under the laws of the United States of America, notwithstanding any conflicts of law provisions.

The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as

expressly provided herein, the Agreement constitutes the entire agreement between the Parties with respect to the license of the Licensed Materials and supersedes any conflicting prior oral or written communications or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

#### **21. ASSIGNMENT**

You may not assign or otherwise transfer this Agreement or the license rights granted hereunder without Sourcefire's prior written consent. Notwithstanding the foregoing, You may assign this Agreement if a majority of Your outstanding voting capital stock is sold to a third party, or if You sell all or substantially all of Your assets or if You otherwise undergo a change of control, provided, that, in such instance such assignment will not become effective until You provide Sourcefire written notice of such event.

#### **22. TERM; TERMINATION**

The subscription term is subject to the termination provisions under the GSA Schedule contract and Federal Acquisition Regulations You agree that, upon such termination, You will cease using the Licensed Materials and either destroy or return all copies thereof.

#### **23. GENERAL**

Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control, provided, however, this provision shall not apply to Your payment obligations. Any notices under this Agreement to Sourcefire will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to 9770 Patuxent Woods Drive, Columbia, Maryland U.S.A. 21046, or such other address as Sourcefire may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Sourcefire shall be sent to the attention of General Counsel (unless otherwise specified by Sourcefire). Amendments or changes to this Agreement must be in mutually executed writings to be effective. Sections 1-2, 5-6, 8-12 and 14-23, including all warranty disclaimers and use restrictions, shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.

[END OF AGREEMENT]