

WEBSense AUTHORIZED TRAINING PARTNER PROGRAM ACCESS AGREEMENT

A. THIS WEBSense AUTHORIZED TRAINING PARTNER PROGRAM ACCESS AGREEMENT (this "Agreement") sets forth the terms and conditions agreed to between Websense and _____ submitting the membership application form ("Member") as a member in the Websense Authorized Training Partner Program (the "WATP Program") dated as of _____ (the "Effective Date"). The parties to the Agreement are Websense (as defined below) and Member as described in the WATP Training Provider Program membership application form. If Member is resident in the United States, Canada or Japan "Websense" means Websense, Inc., a Delaware corporation ("Websense"). If Member is resident in any other country, "Websense" means Websense International Limited, a company incorporated in the Republic of Ireland ("Websense International"). All references to Websense herein will correspondingly either refer to Websense or Websense International.

PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS NOT EFFECTIVE UNLESS AND UNTIL MEMBER HAS RECEIVED NOTICE OF ACCEPTANCE INTO THE WATP PROGRAM FROM WEBSense, AND MEMBER SHALL NOT BE ELIGIBLE FOR BENEFITS UNTIL SUCH TIME. BY SUBMITTING MEMBER'S MEMBERSHIP APPLICATION, MEMBER CERTIFIES THAT MEMBER HAS: READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT DRAWN UP IN ENGLISH, INCLUDING THE APPENDICES AND EXHIBITS; IS BECOMING A PARTY TO THIS AGREEMENT AND CONSENTS TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT; ALL INFORMATION IN THE MEMBERSHIP APPLICATION IS COMPLETE, TRUE, ACCURATE AND NOT MISLEADING; AND THAT THE PERSON SUBMITTING THE MEMBERSHIP APPLICATION ON BEHALF OF THE NAMED MEMBER IS DULY AUTHORIZED TO BIND MEMBER TO THE TERMS HEREIN. IF MEMBER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, MEMBER WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE WATP PROGRAM.

1. WATP Program. If accepted into the WATP Program, a member will be eligible to acquire access to various specified benefits ("Benefits"). The Benefits will be related to specified Websense products ("Products") or services for corresponding fees ("Membership Fees"). The Benefits will be limited to those that Websense from time to time in its sole discretion makes available to Members meeting various specified conditions or requirements to be eligible for such Benefits (the "Membership Prerequisite(s)"). This Agreement covers the WATP Program. Currently available Benefit options, Membership Fees and conditions and restrictions with respect to any such Benefits are described in corresponding Websense Authorized Training Partner Program Benefits appendix that is attached hereto and incorporated herein by this reference. As additional or revised Benefits may be made available to WATP Program Members from time to time, Websense reserves the right to add additional terms, restrictions, and conditions (collectively, "Additional Terms") applicable to such new Benefits. Member acknowledges and agrees that Websense may require Member to accept such Additional Terms prior to making such new Benefits available to Member. Such additional terms will be set forth on <http://www.websense.com/watp>.

2. Enrollment in the WATP Program. To apply for enrollment, Member must submit a complete membership application and additional documents, as described in the applicable membership application form ("Membership Application"). Websense will evaluate Member's Membership Application and will notify Member of Websense's acceptance or rejection of Member's Membership Application. Websense may reject Member's Membership Application in its sole discretion for any reason, including, but not limited to, a determination that Member does not meet the applicable Membership Prerequisites. If accepted, Member will be responsible for all of Member's own expenses incurred in connection with Member's participation in the WATP Program.

3. WATP Program Benefits.

3.1 General. Websense shall use reasonable commercial efforts to provide the Benefits to Member hereunder. Websense will only provide Member with the Benefits for the Products that are provided to Member under a valid, Websense authorized, subscription agreement for the applicable Product (a

“Subscription Agreement”) and for which Member has satisfied or fulfilled any applicable Membership Prerequisite. Notwithstanding the foregoing, Websense reserves the right to change any Benefit offered or provided under the WATP Program upon thirty (30) days’ notice which notice may include posting on the Websense Training Partner website at <http://www.websense.com/watp>. Websense shall not be required to provide any Benefit relating to questions or problems arising out of: (a) Member’s use of any Product or Benefit in a manner for which it was not intended, (b) accident, or (c) Member’s negligence, misuse, or modification of any Product or Benefit.

3.2 Access to Websense’s Sites. Access to Websense’s sites on the World Wide Web is governed by Websense’s Terms of Use located at <http://www.websense.com/global/en/Legalinfo.php> and privacy policy located at <http://www.websense.com/global/en/privacypolicy.php>. Member will comply with these policies, as modified from time to time by Websense in its sole discretion, in Member’s uses of Websense’s sites. Member may be granted access to restricted portions of Websense’s sites in connection with a Benefit or group of Benefits (“WATP Restricted Site”). Member will limit Member’s use of the WATP Restricted Site in the manner specified by Websense and subject to the restrictions on the use and disclosure of Confidential Information in Section 8.

3.3 Support Services and Training. Member’s Benefits may include certain support services from Websense (“Support Services”) under the Partner Program support policies of Websense, as modified from time to time by Websense in its sole discretion.

3.4 Links. Member may be authorized to place links to Websense’s site(s), available through the WATP Program, from Member’s World Wide Web site (“Member’s Site”). If so authorized, Websense will provide Member with guidelines and graphical artwork to use in connection with linking to Websense’s site(s), and Member may select or remove such links, subject to the terms of this Agreement. Member will properly code all links to Websense’s sites in the manner specified by Websense, comply with terms governing the use of Websense Trademarks set forth in Section 5 of this Agreement and to cooperate with Websense in establishing and maintaining such links. Member is also responsible for removing and/or informing Websense of potential stale links. Websense may reject Member’s Membership Application or terminate Member’s right to link to Websense’s sites, at Websense’s sole discretion for any reason, including, but not limited to, a determination: that Member’s Site is unsuitable for or incompatible with the WATP Program; that Member’s Site incorporates images or content that is in any way unlawful, offensive, profane, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable; that Member’s Site facilitates illegal activity, promotes or depicts sexually explicit images, obscene or pornographic images; promotes or depicts violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; that Member’s Site incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights; or that Member’s Site contains or promotes politically sensitive or controversial issues (collectively “Restricted Content”). Member shall not permit any Restricted Content to be incorporated on Member’s Site, and Websense also reserves the right to terminate this Agreement in the event that any Restricted Content is incorporated on Member’s Site after acceptance of Member’s Membership Application and the commencement of the term of this Agreement.

3.5 Additional Benefits. Member’s Benefits may include Benefits for which additional terms and conditions apply. Such terms and conditions, if any, will be provided to Member.

4. FEES AND PAYMENT. In consideration of the Benefits provided hereunder, Member shall pay without any deduction or set-off whatsoever Websense the applicable Membership Fee(s) as set out in the Appendix. Unless otherwise specifically provided, all prices are in U.S. dollars, FOB Websense shipping point, and are exclusive of applicable sales, use or value added taxes or other taxes, import or export fees, duties or tariffs, and any other taxes, duties, or fees of any kind that may be levied in connection with the transactions covered hereby, all of which shall be paid by Member.

5. WEBSense TRADEMARKS. Subject to the terms and conditions of this Agreement as further specified herein and payment of applicable Membership Fees, Websense hereby grants Member a nonexclusive, nontransferable, nonassignable, nonsublicensable, revocable, limited right to use Websense Trademarks,

if any, expressly authorized for use in conjunction with a Benefit in its advertising and promotional materials during the term of this Agreement, solely in conjunction with the applicable Products and the applicable Benefit(s) and strictly in accordance with the terms of this Agreement. For purposes of this Agreement, "Websense Trademarks" means, with respect to a Benefit, the artwork, Logos, or other images provided by Websense to Member on the applicable portions of Websense's sites for use in conjunction with such Benefit. "Logo" means, with respect to a Benefit, the Websense logo(s) depicted in the applicable portions of Websense's sites, or any replacement logo(s) that may be developed and made available by Websense from time to time to Member for use in conjunction with such Benefit. Websense may revoke Member's license to Websense Trademarks at any time in its sole discretion. Member may not alter, modify, or change the Websense Trademarks in any way. Member's license to use Websense Trademarks under this Agreement is expressly conditioned on Member's continued good standing under the WATP Program, and Member's use of the Websense Trademarks must be in strict accordance with Websense's trademark usage guidelines, located at <http://www.websense.com/global/en/Legalinfo.php> (or a successor site thereto), each as amended by Websense from time to time in Websense's sole discretion. Member agrees to allow Websense to use its trademarks, logo and name subject to Member's trademark guidelines as provided to Websense in writing.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement will commence on the date that Member receives notice of Websense's acceptance of Member's Membership Application and continue until the next following October 31 unless sooner terminated or revised pursuant to this Agreement. This Agreement will automatically renew for an additional one (1) year term beginning each November 1st, unless otherwise terminated pursuant to this Agreement.

6.2 Termination Without Cause. Websense, in its sole discretion, may terminate this Agreement or any Benefit provided hereunder without cause upon thirty (30) days' notice to Member. Member may terminate this Agreement by providing at least thirty (30) days notice prior to November 1st.

6.3 Termination With Cause. In the event of a material breach of this Agreement, either party may terminate this Agreement if the breaching party does not cure such material breach within ten (10) days after receiving written notice of such breach.

6.4 Termination of Rights. Upon termination or expiration of this Agreement or any Benefit provided hereunder, any rights to use any and all Products, Websense Content, Pre-Release Product or Confidential Information as well as Websense Trademarks licensed hereunder or in conjunction with the terminated or expired Benefit shall terminate, and all such Products, Websense Content, Pre-Release Product, Confidential Information, or Websense Trademarks and tangible embodiments thereof shall be returned or destroyed. If Member chooses to destroy such Products, Websense Content, Pre-Release Product, Confidential Information, or Websense Trademarks and tangible embodiments thereof, then Member shall provide Websense with written verification of such destruction. Upon termination or expiration of this Agreement or any Benefit provided hereunder, Member shall have no further rights or obligations, as applicable, under this Agreement or in conjunction with the terminated or expired Benefit, unless otherwise provided in this Agreement. The termination or expiration of any particular Benefit hereunder shall not result in the termination of this Agreement or any other Benefit in existence as of such termination date, unless expressly so provided.

6.5 Refund. Upon termination of this Agreement by Websense in accordance with Section 5.2, Member will be entitled to receive, upon Member's written request to Websense within thirty (30) days of such termination, a prorated refund of Membership Fees paid for any applicable Benefit(s) affected by such termination based on the number of months remaining in the term for such Benefit(s).

6.6 Survival. Sections 4, and 6 through 13 will survive expiration or earlier termination of this Agreement for any reason.

6.7 MODIFICATIONS BY WEBSense. Upon thirty (30) days' notice to Member, Websense, in its sole discretion, reserves the right to change the terms and conditions of this Agreement and the Benefits offered or provided hereunder from time to time, including, without limitation, ending Benefits relating to a Product should such Product be discontinued. These changes shall become effective immediately at the end of such notice period and shall be deemed to modify and supplement the terms and conditions of this Agreement. Such changes shall govern any existing or future Benefits provided to Member hereunder. MEMBER'S CONTINUED PARTICIPATION IN THE WATP PROGRAM FOLLOWING SUCH NOTICE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE. IF ANY MODIFICATION IS UNACCEPTABLE TO MEMBER, MEMBER'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT WITHIN THIRTY (30) DAYS OF SUCH NOTICE. IN SUCH EVENT, MEMBERSHIP WITHIN THE WEBSense SHALL BE CANCELLED, AND MEMBER'S SOLE AND EXCLUSIVE REMEDY WILL BE A PRO RATA REFUND, UPON MEMBER'S WRITTEN REQUEST, FOR BENEFITS PAID FOR BY MEMBER THAT WERE SUBSTANTIALLY REDUCED AS THE RESULT OF SUCH MODIFICATION.

7. CONFIDENTIAL INFORMATION. As used in this Agreement, "Confidential Information" means any and all trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, hardware, schematics, software source documents and any other information marked as confidential or that Member should reasonably have known to be confidential that is made available to Member by Websense, in its sole discretion, in connection with the WATP Program. Member shall not make use of, disseminate, or in anyway disclose Websense's Confidential Information, except to the extent necessary for Member's performance under this Agreement and any other purpose Websense may hereafter authorize in writing. In particular, Member shall maintain the existence, features, and capabilities of any Pre-Release Product disclosed to Member as secret and confidential until the Pre-Release Product is introduced by Websense to the general public or publicly announced by Websense. Member shall treat Websense's Confidential Information with the same degree of care as it accords to its own confidential information but in no event with less than reasonable care. Member may disclose Websense's Confidential Information only to those of its employees and consultants who need to know such information and who have previously agreed in writing to be bound by terms and conditions at least as protective of Websense's Confidential Information as are the terms and conditions of this Agreement. Member's obligations under this Agreement with respect to a portion of Websense's Confidential Information shall cease when (but only to the extent that) Member can document with clear and convincing evidence that: (a) it is or becomes generally available to the public through no fault or breach of Member; (b) it was in Member's possession free of any obligation of confidence at the time it was communicated to Member by Websense; (c) it was rightfully in Member's possession free of any obligation of confidence subsequent to the time it was communicated to Member by Websense; (d) it was developed by employees, agents, or consultants of Member independently of and without reference to any information communicated to Member by Websense; or (e) it is required to be disclosed by any applicable law, regulation, regulatory authority or court of law.

NOTHING IN THIS AGREEMENT WILL EXTEND OR VARY THE TERMS OF ANY END-USER LICENCE GRANTED TO MEMBER BY WEBSense (INCLUDING, WITHOUT LIMITATION, ANY RESTRICTIONS IN RELATION TO THE USE OF PRODUCT).

8. Feedback. Member may, from time to time, provide feedback to Websense with respect to Websense Products, the Program or other similar matters, including without limitation reasonable feedback on usability, bug reports, test results and documentation (collectively "Feedback"). Member grants to Websense a nonexclusive, worldwide, royalty-free, fully paid-up right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, use, sell, export, and incorporate within Websense products and services the Feedback, including without limitation the right to sublicense such rights through multiple tiers of sublicensees.

9. LIMITED WARRANTIES. While Websense shall use reasonable commercial efforts to provide the Benefits under this Agreement in a professional manner, Websense cannot guarantee that every question or problem raised by Member will be resolved or that published or orally disseminated referrals to Member will be accurate or will result in additional customers. Certain technical difficulties may, from time to time, result in service interruptions. Member will not hold

Websense responsible for the consequences of such interruptions. Nothing in this Agreement shall be construed as expanding or adding to any warranty for any Product provided under a Subscription Agreement. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WEBSense MAKES, AND MEMBER RECEIVES, NO WARRANTIES, TERMS, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE BY ANY COUNTRY OR JURISDICTION, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF BENEFITS, PRODUCTS OR SERVICES UNDER THIS AGREEMENT. WEBSense SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, TERM, REPRESENTATION OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT.

10. NO OTHER WARRANTIES. Neither Member nor any of its employees or agents has any right to make any representation, warranty, or promise to any third party on behalf of Websense that is not (a) explicitly stated in an applicable Subscription Agreement or (b) specifically authorized in writing by Websense.

11. INDEMNITY. Member will be solely responsible for and will defend, indemnify and hold Websense and Websense's officers, directors, agents, employees and representatives harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, penalties and expenses, including legal fees and expenses, relating to or based on (a) any claims of negligence, misrepresentation, or error or omission on the part of Member or agents, consultants or other representatives of Member; and (b) any claims based upon any warranty, term, condition or representation made by Member or Member's employees or agents that differ from the warranty provided by Websense in any applicable Subscription Agreement unless Member has obtained Websense's prior written specific authorization otherwise.

12. LIMITATION OF LIABILITY.

12.1 SUBJECT TO SECTION 12.2, IN NO EVENT SHALL WEBSense BE LIABLE FOR (A) LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF ANTICIPATED SAVINGS, OR (B) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR LOSS ARISING OUT OF THIS AGREEMENT OR THE USE OR THE INABILITY TO USE ANY PRODUCT(S) OR BENEFIT(S), EVEN IF WEBSense HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO SECTION 12.2, WEBSense'S AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (a) WITH RESPECT TO OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, (b) FOR ANY DAMAGES CAUSED BY OR RELATED TO A BENEFIT, SERVICE, PRODUCT OR DEFECT OR FAILURE IN ANY PRODUCT, SERVICE OR BENEFIT, OR (c) IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION HOLDS ANY OF THE ABOVE LIMITATIONS OR DISCLAIMERS INVALID, SHALL BE LIMITED TO TWICE THE AMOUNT ACTUALLY PAID BY MEMBER TO WEBSense UNDER THIS AGREEMENT FOR SUCH PRODUCT, SERVICE OR BENEFIT. WEBSense'S LIABILITY IS CUMULATIVE, WITH ALL OF MEMBER'S LOSSES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. MEMBER HEREBY RELEASES AND FOREVER DISCHARGES WEBSense FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, OR DEMANDS IN EXCESS OF THE FOREGOING LIMITATION. THE PARTIES ACKNOWLEDGE THAT OTHER PROVISIONS OF THIS AGREEMENT RELY UPON THE INCLUSION OF THIS SECTION. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential, special, or incidental damages or the exclusion of implied warranties or limitations on how long an implied warranty may last, some of the above limitations and disclaimers may not apply to Member. This Agreement does not exclude, restrict or modify any liability imposed under the law that cannot, by such law, be excluded, restricted or modified when applied to Member as identified in the applicable Membership Application.

12.2 WHERE THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE REPUBLIC OF IRELAND PURSUANT TO SECTION 12.2, NOTHING IN THIS AGREEMENT SHALL LIMIT WEBSense'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

13. MISCELLANEOUS.

13.1 Attorneys' Fees. In the event an action is commenced to enforce either party's rights under this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorneys' fees.

13.2 Governing Law. If Member is a resident of the United States, Canada or Japan this Agreement shall be governed by and interpreted in all respects by the laws of the State of California, without reference to conflict of laws principles, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. If Member is a resident of any other country, this Agreement shall be governed by and interpreted in all respects by the laws of the Republic of Ireland, without reference to conflict of laws principles, as such laws are applied to agreements entered into and to be performed entirely within the Republic of Ireland between residents of the Republic of Ireland. In any event, this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.3 Forum. If Member is a resident of the United States, Canada or Japan, all disputes arising under this Agreement will be brought in Superior Court of the State of California or the Federal District Court in San Diego, California, as permitted by law. If Member is a resident of any other country, all disputes arising under this Agreement will be brought in the Courts of Ireland in Dublin, Ireland.

13.4 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable invalid provision within the limits of applicable law of applicable court decisions.

13.5 Notice. Any notices required or permitted to be given pursuant to this Agreement shall be in writing, sent via email, certified mail, return receipt requested, postage prepaid, or delivered by hand, to the business or email addresses of the parties set forth in the Membership Application or to such other address as may be furnished in writing to the other party. Notices shall be deemed effective on the earlier of the date of receipt or the fourth day after deposited in the mail. If notice is sent to Websense, it shall be sent to the attention of the General Counsel. In addition, Member will refer to Websense sites specified herein from time to time during the term of this Agreement to ensure its continued compliance with the terms of this Agreement.

13.6 No Agency. Nothing contained herein, including without limitation the title of this Agreement, shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

13.7 Complete Agreement. Each Exhibit and appendix attached hereto is incorporated by this reference and made a part of this Agreement as if its terms were fully set forth in the body of this Agreement. This Agreement, including all such Exhibits and appendices, constitutes the entire agreement between Websense and Member and supersedes and terminates any and all prior agreements or contracts, written or oral, entered into between the parties relating to the subject matter hereof. In the event of any inconsistency between this Agreement and the provisions in any Membership Application, the terms of this Agreement shall govern. Except as provided herein, this Agreement shall not be modified except by a subsequently dated written amendment or appendix signed on behalf of Websense and Member by their duly authorized representatives. Any additional services, Products or Benefits added to this Agreement by notice from Websense will be governed by the terms of this Agreement. EACH PARTY AGREES THAT IT HAS ONLY RELIED UPON THE REPRESENTATIONS EXPRESSLY SET OUT IN THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY REPRESENTATION MADE PRIOR TO ENTERING INTO THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH OTHERWISE HEREIN, UNLESS SUCH REPRESENTATION IS FRAUDULENTLY MADE.

13.8 Waiver. The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

13.9 Remedies. The parties expressly agree that certain violations of this Agreement may cause irreparable harm to Websense and that a remedy at law is likely to be inadequate. Therefore, in addition to any and all remedies available at law, Websense will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation or any or all of the provisions hereof. Member hereby waives any requirement that Websense post a bond or other security in conjunction with any application for injunctive or other equitable relief.

13.10 Assignment. This Agreement may not be assigned, in whole or in part, by Member without the prior written approval of Websense. Should Member undergo a change of control, Websense will be entitled to terminate this Agreement immediately on written notice to Member. For the purposes of this Section 13.10, a change in the persons or entities who control fifty percent (50%) or more of the equity securities of Member shall be considered a change of control. Websense's rights and obligations, in whole or in part, under this Agreement may be assigned by Websense. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Websense will have the right to terminate this Agreement in case of any attempted assignment or transfer in contravention of this provision, and any such attempt will be null and void.

13.11 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement that might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party, including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, including phone, Internet or other communications systems, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, epidemic, act of God or the public enemy, law, act, order, export control regulations, proclamation, decree, regulations, ordinance, or instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

13.12 Warranty. MEMBER WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AND THAT THE PERSON SIGNING THIS AGREEMENT ON MEMBER'S BEHALF HAS BEEN DULY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. MEMBER FURTHER WARRANTS THAT IT SHALL COMPLY WITH ALL SUBSCRIPTION AGREEMENTS AND HAS SATISFIED AND FULFILLED ANY BENEFIT PREREQUISITE THAT MAY BE REQUIRED AS PROVIDED HEREUNDER.

13.13 Export Control. Member will not export, directly or indirectly, any technical data or Websense product acquired from Websense pursuant to this Agreement or any product utilizing any such data or software product to any country for which the U.S. Government or the government of a Member State of the European Union or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

13.14 Independent Investigation. MEMBER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, HAS HAD AN OPPORTUNITY TO CONSULT WITH ITS OWN LEGAL ADVISERS IF IT SO DESIRED, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN INTERPRETING THIS AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THIS AGREEMENT HAS BEEN DRAFTED BY WEBSense. MEMBER UNDERSTANDS THAT WEBSense MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) PROVIDE BENEFITS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE A BUSINESS THAT IS SIMILAR TO OR COMPETES WITH MEMBER'S BUSINESS. MEMBER IS ALSO AWARE THAT WEBSense RESERVES THE RIGHT TO OFFER SEPARATE AND DIFFERENT PROMOTIONAL AND/OR INCENTIVE ARRANGEMENTS TO ITS SUPPLIERS, KEY CUSTOMERS AND OTHER THIRD PARTIES. MEMBER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN

THE WATP PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

APPENDIX

WEBSense AUTHORIZED TRAINING PARTNER BENEFITS If Member is either a Websense Certified Instructor or Websense Authorized Training Partner (as defined below) and has been accepted to receive Benefits under the WATP Program, the following additional terms shall apply:

1. ADDITIONAL DEFINITIONS. (a) "Websense Authorized Training Partner" or "WATP" means an organization that satisfies the Certification Requirements, offers Websense Product classes taught by Websense Certified Instructors, and meets all requirements of the WATP Program, each as determined by Websense. (b) "Websense Certified Engineer" means an individual who has earned the Websense Certified Engineer certificate and who meets all requirements of the Websense Certified Engineer Program, as determined by Websense. (c) "Websense Certified Instructor" or "WCI" means an individual who satisfies the Certification Requirements, has earned the Websense Certified Expert Certificate, provided acceptable proof of instructor skills, and meets all requirements of the WATP Program, each as determined by Websense. (d) "Certification Requirements" means the requirements listed in Section 2 below which may be changed by Websense from time to time. A Member's fulfilling all Certification Requirements shall be deemed a Membership Prerequisite. (e) "Major Upgrade" means a Product upgrade designated by a change in version number to the left of the decimal place or otherwise designated as a Major Upgrade under this Agreement by Websense. For example, unless otherwise designated by Websense, Security Suite® 6.0.1 is not a Major Upgrade, but Security Suite 7.0 is a Major Upgrade. (f) "Marketing Information" includes, but is not limited to, stationery, business cards, advertisements, brochures, Web pages, training manuals, and other promotional information. (g) "Materials" means the WCI or WATP Welcome Kit and such other items, if any, provided by Websense to Member. (h) "Training Provider" means any Member who is either a Websense Certified Instructor or a Websense Authorized Training Partner.

2. CERTIFICATION REQUIREMENTS. All of the following requirements must be met, as determined by Websense, for each Product or Major Upgrade for which Training Provider seeks to receive initial certification or to maintain certification to train customers in order for each such Product or Major Upgrade to be an "Authorized Product": (a) Training Provider must have received notice of acceptance into the WATP Program from Websense. This is a one-time requirement and need not be repeated for each Product or version for which certification is sought as long as the Agreement is in force and has not expired or been terminated. (b) To be certified and maintain certification as a Training Provider, one hundred percent (100%) of the Training Provider's current and future Product classes must be delivered by Websense Certified Instructors. (c) Prior to certification for each Product version, for each instructor that will teach any portion of a Product course for which Training Provider seeks authorization, Websense must receive confirmation that the instructor has passed the appropriate Websense Product Certification Exam or Websense Product Recertification Exam (each, an "Exam") in the form of an electronic score report from the testing provider or a valid copy of the printed score report received at the time of the Exam. This is an ongoing requirement, and Training Provider must update Websense for each Product or version for which certification is sought as long as this Agreement is in force. A passing score on an Exam is good only for the particular Product and version (including minor upgrades) that is the subject of such Exam. To avoid expiration of the certification previously obtained by the instructor for the Product after a Major Upgrade, the instructor must complete and pass the applicable Exam within ninety (90) days after such Exam is first made available for the applicable Major Upgrade. In addition, Training Provider's instructors must successfully obtain and maintain a Verification of Instructor Skills as demonstrated by one of the methods set forth in the materials accompanying the Membership Application. The Verification of Instructor Skills is a onetime requirement and need not be repeated by Training Provider's instructors for each Product or version for which certification is sought as long as any such Verification is in force and has not expired or otherwise been terminated. Certification to teach authorized courses for some Websense products may include additional requirements as detailed at <http://www.websense.com/watp>. (e) Training Provider may be required by Websense to submit a quarterly report to Websense on the number of

students attending each Product class delivered by Training Provider during such quarter. In addition, Training Provider will require all of its students in Product classes to complete course and instructor evaluations. Upon Websense's request, Training Provider will provide all such evaluations to Websense, with student names, organizations, and any other personally identifiable information deleted. Training Provider shall comply fully with all applicable privacy, data protection, information security, and other applicable laws and regulations in relation to preparing and disclosing such information, including, if necessary, making appropriate registrations and securing all approvals or licenses required to enable transfer of the data to, and use by, Websense insofar as is permitted under applicable law. **(f)** Promotion as a Websense Authorized Training Partner requires that Member maintain a permanent training facility with appropriate company signage and employ at least one (1) Websense Certified Instructor available for Product training purposes. Training Providers who provide authorized training on Websense products but who do not maintain permanent training facilities, may be accepted into the Websense program as a WATP, but any promotion as an WATP Training Provider will be at Websense's sole discretion. **(g)** Training Providers must have paid all applicable fees for the Benefits.

4. WATP TRAINING PROVIDER PROGRAM BENEFITS

The then current benefits will be set forth at <http://www.websense.com/watp>.

Websense Authorized Training Partner Annual Fee: Waived

Websense Courseware Cost: Costs vary by the course taken. Courseware may be obtained through Element K.

Websense Instructor Certification Cost: Waived for the first year, and reviewed annually for possible additional waiver, at Websense's sole discretion

The parties hereby execute this License and Services Agreement as of the Effective Date:

Websense:

Authorized Training Partner:

Corporate Name

Corporate Name

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____