

COMMERCIAL PURCHASE ORDER STANDARD TERMS AND CONDITIONS

This Purchase Order ("PO") and any attachments are the sole agreement between Websense, Inc. and/or its subsidiaries or affiliates ("Websense") and the Seller identified on the face of this PO ("Seller") regarding the goods or services specified in this PO.

1. ACCEPTANCE OF TERMS. This PO is expressly conditioned on Seller's acceptance of all the terms and conditions set forth herein. Websense expressly objects to any additions, deletions or differences in the terms or conditions contained in Seller's quotation, proposal, acknowledgment or other document, whether or not such additions, deletions or differences materially alter this PO. This PO may be issued in addition to other duly signed Websense agreements, exhibits and schedules incorporated therein ("Agreement") made with respect to the subject matter of this PO. In the event of an inconsistency or conflict between the provisions of any Agreement and this PO, the inconsistency or conflict shall be resolved by giving precedence in the following order: (a) the Agreement; (b) the provisions appearing on the front and reverse side of this PO or the then-current terms and conditions located at http://www.websense.com/Docs/Legal/WBSN_PO_TCs_Final.pdf, and (c) other provisions when attached and agreed to in writing by Websense.

2. PERFORMANCE. Time is of the essence in the performance of this PO and if the goods are not delivered or the services not provided in the manner and at the times specified, Websense reserves the right without liability and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited delivery of the goods or performance of services, with any difference in cost caused by such change paid by Seller, and/or (b) purchase substitute goods and charge Seller with any loss or additional costs Websense incurs. Seller shall promptly advise Websense of any delay in performance, including notice with regard to any goods placed under backorder. Seller's performance is not deemed completed until the goods or services have been accepted by Websense. All goods shipped under this PO shall be shipped CIF Websense's facilities.

3. INSPECTION. All goods and services purchased hereunder shall be subject to inspection by Websense at all reasonable times and places notwithstanding the terms of payment, and in any event, prior to final acceptance. No inspection made prior to final acceptance shall relieve Seller from responsibility for failure to meet the requirements of this PO. In the event the goods or services do not meet the applicable specifications and instructions, Seller will promptly re-perform the nonconforming services or provide replacement goods satisfactory to Websense at Seller's sole expense. If Seller is unable to accomplish the foregoing, Websense may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith.

4. PAYMENT. Invoices shall contain the following information: PO number, part numbers, description of services, prices, extended totals and attach all supporting documentation, if any. To the extent applicable, all invoices shall include any tax amounts and shall be listed separately. Invoices submitted hereunder will be paid Net 45 days after receipt of a correct invoice or acceptance of goods or services by Websense, whichever occurs later. Any adjustments in Seller's invoices due to late performance, rejections or other failure to comply with the requirements of this PO may be made by Websense before payment. Payment shall not constitute final acceptance. Websense may offset against any payment hereunder any amount owed to Websense by Seller or its affiliates.

5. CHANGES. Websense may, by written notice to Seller make changes to any one or more of the following: (a) specifications for services or goods, (b) quantity, and (c) place and/or time of performance. For any reason, Websense may also direct Seller to suspend in whole or in part the provision of goods or the performance of services hereunder permanently or for such period of time as may be determined by Websense to be necessary or desirable. If any such change or suspension causes an increase or decrease in the cost or time required for the performance of services or provision of goods hereunder, an adjustment may be made in the price or delivery schedule, or both, and the PO shall be modified in accordance with Section 22. Any claim for adjustment by Seller shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the notice of change.

6. WARRANTY. Seller expressly warrants that the goods or services provided under this PO shall be performed in accordance with Websense's specifications and instructions. Seller further warrants that the goods and services will be merchantable, non-infringing, free from defects and fit and sufficient for the purpose intended. Further, the services will be performed with the highest degree of skill and judgment exercised by recognized professionals performing the same or similar services. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the goods or services shall not constitute a waiver of any breach of foregoing warranties. In the event of any breach of the foregoing warranty, Seller shall at its own expense and at Websense's option either: (a) provide replacement goods satisfactory to Websense, (b) re-perform the nonconforming services to the satisfaction of Websense, or (c) refund to Websense the total amount paid for such goods or services. Seller shall extend all warranties it receives from its suppliers to Websense and to Websense's customers.

7. CONFIDENTIAL INFORMATION. Websense and Seller acknowledge that in their course of dealings, Seller may acquire from Websense confidential and proprietary information about Websense, its business activities and operations, its employees, trade secrets or any other information which by its sense or nature should reasonably be considered confidential (the "Confidential Information"). The confidential information of Websense shall only be disclosed to Seller's employees, agents or consultants with a need to know and who are under a written obligation to keep the information confidential. Seller shall not disclose the Confidential Information to any third parties. Seller shall use the same degree of care but no less than a reasonable degree of care that it uses with regard to its own confidential information to prevent the disclosure of Websense Confidential Information.

8. TERMINATION FOR CONVENIENCE. Websense may terminate this PO in whole or in part at any time and without cause. Upon notice of termination, Seller shall inform Websense of the extent to which it has completed its performance under this PO as of the date of the notice and collect and deliver to Websense any goods or Work Product, as defined in Section 11, which then exists. Websense will pay Seller for goods or services accepted and performed through the effective date of termination provided that Websense will not be obligated to pay more than the payment that would have been due had Seller completed or

provided the goods or services. Websense will have no further payment obligation in connection with any termination.

9. INDEMNIFICATION. Seller shall indemnify, defend and hold Websense, its officers, directors, resellers, employees, agents and customers harmless from and against any and all losses, liabilities, costs, claims, damages and expenses (including attorneys' fees and costs) arising out of or related to this PO including but not limited to the provision of goods or services under this PO or Seller's breach of any term or provision of this PO, including any claims that any such goods or services infringe any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

10. LIMITATION ON LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WEBSENSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PO EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY WEBSENSE TO SELLER FOR THE APPLICABLE GOODS OR SERVICES PROVIDED UNDER THIS PO NOR SHALL WEBSENSE OR ITS RELATED LEGAL ENTITIES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11. PATENTS AND DATA. All records, software, files, data, reports, information, work product, notes, plans, strategies, intellectual property and other information provided by Websense or prepared or developed by or for Websense pursuant to this PO ("Work Product") shall be the property of Websense and shall constitute works made for hire under applicable law. Seller assigns all intellectual property rights in the Work Product to Websense and agrees to complete any documents requested by Websense to perfect its ownership in the Work Product. Seller waives all moral rights related to the Work Product. Seller grants to Websense an unlimited, nonexclusive license to use, copy, modify or create derivative works of any materials delivered to Websense which are developed prior to or outside of this PO. All materials, equipment and other information supplied to Seller by Websense shall remain the property of Websense and shall be returned to Websense when no longer needed by Seller in the provision of services or goods and in any event upon the expiration or earlier termination of this PO.

12. RELATIONSHIP OF THE PARTIES. Seller is an independent contractor and nothing contained in this PO shall be deemed or construed to create a partnership, joint venture, agency or other relationship other than that of supplier and customer. Seller shall be solely responsible for payment of all compensation owed to its employees as well as employment related taxes. Any agreements or commitments entered into by Seller shall not be binding on Websense and further Websense assumes no liability with respect to any agreements or commitments entered into by Seller with its employees, agents, suppliers and the like.

13. SUBCONTRACTS AND ASSIGNMENTS. Seller agrees to obtain Websense's approval before subcontracting this PO or any portion thereof. This PO shall not be assigned or delegated by Seller without the prior written consent of Websense.

14. COMPLIANCE WITH LAWS. Seller shall comply with the applicable provisions of all federal, state or local laws or ordinances and all orders, rules and regulations issued thereunder.

15. INSURANCE. Seller shall secure and maintain insurance providing sufficient coverage to comply with its obligations and duty to indemnify as required under this PO. Within five (5) days of receipt of a request from Websense, Seller agrees to provide Websense with a certificate of insurance evidencing Seller's insurance coverages.

16. PUBLICITY AND DISCLOSURE. Without securing the prior written consent of Websense in each instance, Seller shall not use the name or logo of Websense or Websense's customer in any news release, public announcement, advertisement, or other form of publicity, or disclose any of the terms or subject matter of this PO to any third party except as may be required to perform this PO.

17. NON-WAIVER OF RIGHTS. The failure of Websense to insist upon strict performance of any of the terms and conditions in this PO or to exercise any rights or remedies hereunder shall not be construed as a waiver of its rights to assert any of the same or any other terms and conditions under this PO.

18. REMEDIES. Any rights and remedies specified under this PO shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or in equity.

19. SEVERABILITY. If any term contained in this PO is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term shall be severed from this PO, and the remaining terms contained herein shall continue in full force and effect.

20. INTERPRETATION. The captions and headings used in this PO are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this PO. Each party has read and agreed to the specific language of this PO; no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

21. GOVERNING LAW. This PO shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law provisions. Seller agrees that the state and federal courts in San Diego, California shall have the exclusive jurisdiction and venue over any claims arising out of or related to this PO.

22. ENTIRE AGREEMENT. This PO, including all documents incorporated herein by reference, constitutes the entire agreement and understanding between the parties and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Except as specified in Section 1 or 5 above, no change, modification or revision of this PO shall be valid unless agreed to in writing by Websense.

23. SURVIVAL. Both parties agree that any term or condition of this PO which by its sense or nature should be deemed to survive the expiration or termination of this PO shall so survive.