websense®
ESSENTIAL INFORMATION PROTECTION™

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INTERNATIONAL NFR KEY REGISTRATION FORM

_____
(Company Name)

_____

_____
(Company Address)

☐ **Websense Web Security**   ☐ **Websense Data Security Gateway**   ☐ **Websense Hosted Web Security**

☐ **Websense Hosted Email Security**   ☐ **Email Security Gateway**   ☐ **Email Security Gateway Anywhere**

☐ **Websense Security Gateway**   ☐ **Websense Security Gateway Anywhere**

☐ **Renew Existing Key:** _____

*Websense Web Filter (*Not Available in International Regions)

I.   NFR Key Terms and Conditions.

The above named Company is requesting a Not For Resale ("NFR") Key which is an encrypted alphanumeric access code from Websense International Technology Limited, located at 3rd Floor, Minerva House, Simmonscourt Road, Ballsbridge, Dublin 4, Ireland, and as applicable, all of its affiliated companies within the Websense Group, including all SurfControl affiliated companies ("WEBSENSE"). The NFR Key is designed to provide limited access to the WEBSENSE proprietary database and is to be used for the Company's in-house testing, demonstration and training purposes only. Company shall not install the NFR Key at any other location or transfer the NFR Key to another party, at any time, for any reason.

WEBSENSE will issue only one 100-user NFR Key per Company. However, WEBSENSE will issue only one 15-user key for Hosted Web Security and/or Hosted Email Security.

WEBSENSE reserves the right to terminate an NFR Key at anytime and at its sole discretion. This Agreement may be terminated by either party at any time. Upon termination of this Agreement for any reason, Company will immediately stop using the NFR Key.

II.   General Terms and Conditions.

Proprietary Rights- Company acknowledges and agrees that, the NFR Key, WEBSENSE-provided software applications to access WEBSENSE owned proprietary databases of URL addresses and computer applications together with applicable documentation (collectively the "Products") and all copies thereof constitute valuable trade secrets of WEBSENSE, or are proprietary and confidential information of WEBSENSE, and title thereto remains in WEBSENSE. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the Products and all other items provided hereunder are and remain in WEBSENSE. All other aspects of the Products and all other items provided hereunder, including without limitation, programs, methods of processing, and specific design of individual programs and their interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of WEBSENSE and shall not be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by Company, to any person, company or institution whatsoever other than for the purposes set forth herein. It is expressly understood that no title to or ownership of the Products, or any part thereof is hereby transferred to Company.

Limitation of Liability- In no event will WEBSENSE have any liability to Company resulting from the provision or use of the NFR Key, or the Products using the NFR Key. Wthout limiting the foregoing, under no circumstances will WEBSENSE or its licensors be liable for any direct, indirect, consequential, special, punitive or incidental damages, whether foreseeable or unforeseeable, based upon any claims including, but not limited to claims for loss of data, goodwill, profits, or use of Websense's Products, interruption in use or availability of data, stoppage of other work or impairment of other assets, privacy, employee conduct, access to URL addresses contained in the Database that should have been blocked, the contents of any address in the Database, negligence, breach of contract, tort or otherwise and third party claims.

THE FOREGOING IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO DEFECTS IN THE PHYSICAL MEDIA, OPERATION OF THE PRODUCTS, AND ANY PARTICULAR APPLICATION OR USE OF THE PRODUCTS.

Compliance with Laws and Export Regulations- Company agrees to comply with all laws of the United States and all other applicable governmental entities including, without limitation, (i) the Foreign Corrupt Practices Act of 1977, (ii) all export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority. Company agrees not to export, or allow the export or re-export of any WEBSENSE Products, or of information regarding WEBSENSE Products in violation of any such restrictions, laws or regulations.

Company Indemnification- Company hereby indemnifies WEBSENSE in respect of any loss or damages whatsoever arising out of or incurred by WEBSENSE in connection with or as a result of any claim or proceeding made or brought against WEBSENSE with respect to any allegation that (i) the Company's software infringes upon any patent or copyright, (ii) the Company's software fails to perform, or (iii) there is any material breach or default by Company in the performance of Company's obligations under contracts with WEBSENSE, its distributors or its end-users, or (iv) any claims of negligence, misrepresentation, or error or omission on the part of Company or Company's agents, consultants or other representatives .

General- The waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement may not be amended or changed by the terms of any purchase order, or acknowledgment thereof, or any other document not signed by both parties. A waiver of any condition of this Agreement by any party shall not constitute a subsequent waiver of such condition or any other term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement. This Agreement constitutes the entire contract and understanding between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. Company may not assign this Agreement without the prior written consent of WEBSENSE. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Company is an independent contractor. No agency relationship between WEBSENSE and Company is created by this Agreement. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority. This Agreement shall be governed by and construed in accordance with the laws of Ireland which shall have jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or breach thereof.

Authorized Company Representative:

Signature:_____

Name and Title:_____

Company Name:_____

Company Address:_____

NFR Requester Phone and E-mail address:_____

Date:_____

Please email this completed form to partner-intl@websense.com