

The following Agreement describes the terms and conditions under which WEBSense offers you the opportunity to use our Channel Partner Portal and participate in our Channel Partner programs. By clicking on the "I Agree" button below or by using this Portal, **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE CHANNEL PARTNER.**

WEBSense CHANNEL PARTNER PROGRAM AGREEMENT ("Agreement")

1. Distribution

During the term hereof, Websense, Inc., located at 10240 Sorrento Valley Road, San Diego, CA 92121 ("WEBSense", "Our" or "We"), acknowledges that you ("You" or "Your" or "CHANNEL PARTNER") may obtain from a WEBSense distributor, via direct agreement the WEBSense distributor or via direct agreement with WEBSense, the non-exclusive right to market and distribute WEBSense proprietary software applications ("Software") together with subscriptions to access WEBSense owned proprietary databases of URL addresses, software applications or other content ("Databases") (collectively, the "Products"), in North America, directly to customers ("End-Users"). You acknowledge and agree that all persons who use the Products must be subject to the terms of the End-User Subscription Agreement included with each Product. You will not modify or copy any Product; however, You may bundle the Software along with Your software or hardware and distribute the Software to its End-Users provided that such Software may only be used as part of a subscription to one or more of the Databases. You also acknowledge and agree that Your use of this Portal is subject to Our then current terms of use set forth at <http://www.websense.com/global/en/LegalInfo.php> and Our then current Privacy Policy set forth at <http://www.websense.com/global/en/PrivacyPolicy.php>.

Software shall refer to the binary or object code and not the source code of the Software. The Software and documentation will be provided to You or the End-User in CD ROM format or may be downloaded from the World Wide Web ("Web"). Upon payment of the appropriate Subscription Fees, Databases will be periodically distributed to an End-User based upon its download instructions to WEBSense via the Web.

2. Term of Agreement

The initial term of this Agreement shall be for a period of 12 months from the date of this Agreement ("Effective Date") and will thereafter automatically be renewed for additional periods of 12 months unless terminated pursuant to Section 11 below.

3. Your General Obligations

You agree to comply with the terms of the Partner Programs to which You are qualified, in accordance with the terms and conditions set forth herein and as outlined and as may be updated by WEBSense from time to time in Our sole discretion at www.channel.websense.com and which are incorporated herein by this reference.

4. Subscription Fees and End User Subscription Agreements

Subscription Fees are based upon per Seat access by an End-User of the Database(s) pursuant to the terms of the then current End-User Subscription Agreement for a specified subscription term. Upon expiration of the initial subscription term, an End-User must pay an annual Subscription Fee for continued use of the Software to access the Database(s). "Seat" means each computer, electronic appliance or device that is authorized to access or use the Database(s), whether or not through, or in conjunction with, a server. You agree that all orders of 5000 Seats or more must be accompanied by a Subscription Order Form that has been signed by the End-User. Blank Subscription Order Forms will be provided to You by WEBSense or its distributors or can be downloaded at <http://www.channel.websense.com/orders/sub.cfm>.

5. Keys

If Your End-User customer has acquired an Evaluation Key as a prospective subscriber of Websense for evaluation purposes, the customer must use the Evaluation Key strictly for its own internal use in evaluating the Product's performance to facilitate its purchase decision. The Evaluation Key will allow such customer to access the Database(s) using the Software for a maximum period of 30 days after which such customer must remove all copies of the Product from its computers and return or destroy all media containing the Products, or convert this evaluation to a subscription by payment of the applicable Subscription Fee for a Subscription Key.

Upon receipt of a valid purchase commitment for an End-User subscription including agreed upon payment terms, WEBSense will issue the your End-User an encrypted alphanumeric subscription access code ("Subscription Key") that allows it to access the Database(s) and continue use of the Software. The End-User may use the Software to access the Database(s) only on a specified server, in and for its own or its subsidiaries' or affiliates' internal purposes and business operations. The Subscription Key may be relocated and/or transferred to operate on other servers within its locations. However, the End-User shall not loan, reproduce, transfer or resell the Products or any portion thereof, without our prior written consent in each instance.

6. Limited Warranty

WEBSense warrants that the Products will operate in substantial conformance with the then-current WEBSense published documentation under normal use for the term of each End-User subscription (available at www.websense.com/documentation, as may be updated by WEBSense from time to time in its sole discretion, including at a similar link at <http://www.websense.com>). WEBSense's sole obligation and any CHANNEL PARTNER and/or End-User's sole remedy is to correct any significant deviation from the specifications in a manner determined by WEBSense.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO DEFECTS IN THE PHYSICAL MEDIA, OPERATION OF THE SOFTWARE AND THE DATABASES, AND ANY PARTICULAR APPLICATION OR USE OF THE SOFTWARE AND THE DATABASES.

You agree not to make any representations or warranties with respect to the Products other than the limited warranties made by WEBSense in this Agreement.

7. Limitation of Liability

To the fullest extent permitted by law, 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 arising out of or related to this Agreement or the distribution or use of Products, including, but not limited to claims for loss of data, goodwill, opportunity, revenue, profits, or use of the Products, interruption in use or availability of data, stoppage of other work or impairment of other assets, privacy, employee conduct, access to URL addresses, applications or executable files contained in the Databases that should have been blocked, the contents of any address, application or executable file in the Databases, negligence, breach of contract, tort or otherwise and third-party claims, even if WEBSense has been advised of the possibility of such damages. In no event will WEBSense's aggregate liability arising out of or related to this Agreement or the distribution or use of Products exceed the total amount actually paid to WEBSense over the one-year period prior to the event out of which the claim arose for the specific subscription for the Product that directly caused the damage.

8. Confidential Information

You and WEBSense acknowledge that in their course of dealings, each party may acquire highly confidential and proprietary information about the other party, its business activities and operations and its technical information and trade secrets. Each party shall hold such information in strict confidence and shall not reveal the same except for any information generally available to or known to the public, known prior to the negotiations leading to this Agreement without obligation of confidentiality, independently developed without use of the other party's confidential information and outside the scope of this Agreement or lawfully disclosed by a third party. The confidential information of each party shall be safeguarded by the other to the same extent that it safeguards its proprietary information relating to its business.

9. Proprietary Rights

You acknowledge and agree that the Products and all other items provided hereunder and all copies thereof constitute valuable trade secrets of WEBSense, or are proprietary and confidential information of WEBSense, and all intellectual property rights in and title thereto remain 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 or its licensors. 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 You, to any person, company or institution whatsoever other than for the purposes set forth herein. It is expressly understood that no title to, intellectual property rights in or ownership of the Products, or any part thereof is hereby transferred to You.

10. Right to Use Trademark and Trade Name

Any and all trademarks and trade names which WEBSense uses in connection with the rights granted hereunder are and remain the exclusive property of WEBSense. This Agreement gives the You no right therein except a limited right to reproduce trademarks and trade names as necessary for the sole purpose of allowing You to fully promote and market WEBSense Products pursuant to the terms of this Agreement. Websense's artwork may be requested and used by You for the duration of this Agreement. You agree to abide by the logo and usage guidelines as outlined on the artwork portion of the WEBSense Web Site (www.channel.websense.com). You agree to promote WEBSense on Your web site.

11. Termination

This Agreement may be terminated immediately by written notice from WEBSense as a result of the following conditions:

- (a) if You are declared insolvent or bankrupt; or
- (b) if You otherwise breach any material obligation of this Agreement.

This Agreement may be terminated by WEBSense for any reason upon 30 days written notice to You which may be notice by email.

We will not be liable to You for any damages, expenditures, loss of profits, goodwill, or prospective profits of any kind or nature arising out of any termination of this Agreement.

The obligations under Sections 6, 7, 8, 9, 11, 12, 16, 17, 18 and 20 shall survive termination of this Agreement.

12. Indemnification by You

You agree to defend, indemnify and hold WEBSense harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorneys' fees as incurred) arising out of, related to 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) CHANNEL PARTNER's product(s) infringes upon any patent or copyright, (ii) Your product(s) fail to perform, or (iii) there is any material breach or default by You in the performance of Your obligations under agreements with WEBSense, its distributors or its End-Users.

13. Email Policy

WEBSense may periodically send You messages of an informational or advertising nature via email. You may choose to “opt-out” of receiving these messages by sending an email to optoutlegal@websense.com requesting the opt-out. You acknowledge and agree that by sending such email and “opting out” You will not receive emails containing messages concerning upgrades and enhancements to WEBSense products. However, Websense may still send you email of a technical nature relating to the Products or emails related to the terms of this Agreement.

14. Relationship of the Parties

You are an independent contractor. No agency relationship between You and WEBSense 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.

15. Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, acts of war or any causes beyond the reasonable control of the acting party.

16. Notices

Any notice required or permitted under this Agreement to Websense must be given in writing or facsimile as set forth below, and shall be delivered by (i) Federal Express or other over-night carrier and deemed received within one business day of sending, (ii) certified U.S. Mail and deemed received upon written verification of receipt, or (iii) facsimile and deemed received upon acknowledgement of receipt of electronic transmission. Such address and/or facsimile number may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail. Notices shall be addressed as follows:

WEBSense: Websense, Inc.
 10240 Sorrento Valley Road
 San Diego, CA 92121

 Attention: General Counsel
 Fax number: 858-550-3489

17. General

Except as described in Sections 1 and 3 above, the waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless in writing and signed by Websense or posted by Websense at <http://www.websense.com/global/en/Downloads/Terms/>. The terms of this Agreement may not be amended or changed by the terms of any purchase order, or acknowledgment thereof, or any other similar 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.

18. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, excluding its conflict of laws rules and without application of the United Nations Convention on Contracts for the International Sales of Goods. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or breach thereof shall be only in the Federal or State court with competent jurisdiction located in the State of California, County of San Diego.

19. Compliance with Laws, Export Regulations and Consumer Censorship Restrictions

You acknowledge that the Products and all related technical information, documents and material are subject to export controls under the U.S. Export Administration Regulations and the export regulations of other countries. You agree 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; and (ii) all export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority. You agree 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. You also agree not to sell or use, or to allow any of Your customers or partners to sell or use, WEBSense Products to filter, screen, manage or censor Internet content for consumers without (1) their permission and (2) without the prior written consent of WEBSense.

20. Entire 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.