

Release Notes

Websense® Web Security Websense Web Filter Version 7.0.1

New in this release

With version 7.0.1, Websense Web Security and Websense Web Filter have been localized into the following languages:

- ♦ French
- ◆ German
- ◆ Italian
- Japanese
- Portuguese
- Simplified Chinese
- ◆ Spanish
- Traditional Chinese

Localized components in version 7.0.1 include the Websense Manager user interface (including investigative and presentation reports), the New User and Upgrading User Quick Start tutorials, and the Websense Manager Help system.

Installation

◆ Version 7.0.1 is no longer supported on Red Hat Enterprise Linux 3 systems. Red Hat Linux Enterprise Linux 4 and 5 are still supported.

Websense Manager

◆ Administrators can use an option on the Logon page to change the display language for Websense Manager. This change affects only the current logon session. After a new display language is selected, some features continue to appear in the installation language. A complete list of Websense Manager features that always appear in the installation language can be found in the Websense Knowledge Base (kb.websense.com).

Reporting

- If a scheduled investigative reports job fails once, the job status is set to "failed" and the job is attempted again at the next scheduled time. In previous releases, a job was retried 3 or more times before the status was set to "failed." The retry attempts have been discontinued, because they sometimes caused other scheduled jobs to fail.
- You can now configure investigative reports to hide the source IP address whenever the user name is hidden. To do this:

- 1. Open the **wse.ini** file in a text editor. (By default, this file is located in C:\Program Files\Websense\webroot\Explorer.)
- 2. Add the following line under the [explorer] heading:

encryptIP=1

3. Save and close the file.

Introduced in Version 7.0

Web-based interface

Websense Manager has a new, Web-based interface. Many parts of the new interface resemble existing Websense Manager screens to make it as quick and easy as possible for current administrators to adapt to the changes. The look and feel of the interface has been improved to provide greater usability, and some names and terms have been changed to increase consistency between like objects. When you install Websense reporting components on a Windows system, Websense software configuration, policy creation and management, and reporting all appear together in a single interface.

New management dashboard

When you install Websense reporting components on a Windows system, the new Websense Manager includes easy-to-use dashboards to help administrators quickly review critical information about their Websense software. The dashboards show system health data, security statistics, and Internet activity for the current day (Status > Today), and for the past 30 days (Status > History).

Websense Real-Time Analyzer is no longer available.

Centralized policy and configuration information

A new Policy Database now holds client, filter, policy, and global configuration information for your entire Websense software deployment. In a multiple Policy Server environment, this eliminates the need for Central Policy Distribution or Central Configuration Distribution; most information is shared between Policy Servers automatically. Only information specific to a single Policy Server is still maintained separately. The new Websense Policy Broker manages requests from other Websense software components for information stored in the Policy Database.

Presentation Reports

When you install reporting components on a Windows system, Websense Manager includes a Presentation Reports page where you can generate tables and charts with predefined formats. This tool replaces Websense Reporter.

You can select a report format, set the date range, and run the report. Alternatively, you can copy a report format, then edit its report filter to select specific users, categories, actions, and other criteria before running the report. The Scheduler option lets you set a time to run selected presentation reports, either once or on a repeating cycle.

Investigative Reports

The Websense Explorer reporting tool has been integrated into Websense Manager, and is now accessed via the Investigative Reports page. Create and schedule flexible investigative reports without the need for a separate logon or browser window.

Investigative reports now require Apache HTTP Server, which is installed automatically with Websense Manager on Windows. Microsoft IIS is no longer supported.

Log Database compatibility

The v7 Log Database includes updated functionality to support the new reporting features, such as the charts displayed on the new Today and History dashboards, and the new Presentation Reports page. When you upgrade from a previous version, the installer creates a new Log Database, which is used to generate reports on these pages.

You can use the v7 Investigative Reports page to generate reports from a v6.3.x Log Database. Choose the Options link on the Investigative Reports page, deselect the *View the catalog database* check box, and specify the v6.3.x Log Database for generating reports.

Websense Explorer for Linux

When reporting components are installed on a Windows server, Websense reporting features are incorporated directly in the Websense Manager interface.

Organizations that prefer to run reporting on a Linux server should install Websense Explorer for Linux. This is a separate product, with a separate installer and interface. See the Websense *Explorer for Linux Administrators Guide* for details on installing and using this product. See the Websense *Explorer for Linux Release Notes* for a summary of changes and last-minute information on the product.

Backup and restore tool

Websense software now includes the Websense Backup Utility, a command-line tool that makes it easier to back up and restore your Websense configuration. Schedule the Backup Utility to run periodically on each machine that includes Websense components. In the event of a serious system failure, run the utility in restore mode to revert to your last functional configuration.

Concurrent administrator logons

The delegated administration feature has been significantly improved to allow multiple, concurrent administrator logons.

- Multiple delegated administrators in different roles can log on to manage policies for their clients at the same time.
- Multiple administrators in the same role can log on concurrently to run reports on their clients.

Expanded filtering tools for delegated administrators

In this release, delegated administrators can create limited access filters, custom categories, custom URLs, and keywords to use in filtering their managed clients. These components are now completely

role-specific. Custom categories created in one role cannot be seen by administrators in other roles, and do not affect filtering of clients managed by other roles.

Only Master Database categories can be blocked and locked in the Filter Lock. Custom categories do not appear on the Filter Lock category tree.

Selective authentication

Previous versions of Websense software required administrators to configure user identification methods globally. Version 7 introduces selective authentication, which allows you to identify specific machines that use different identification methods than the rest of the network. For example, if your network is configured to identify users transparently (via an integration product or Websense transparent identification agent), you could specify certain machines (like public kiosks) on which the user is never identified, and other machines (like those shared by medical personnel at a hospital) which always prompt the user to log on before accessing the Internet.

Operation tips

To improve your experience with Websense Manager:

- ◆ A minimum screen resolution of 1280x1024 is recommended for optimal display of non-English versions of Websense Manager.
- ◆ Make use of the Quick Start tutorials offered when you launch Websense Manager. The tutorials can also be accessed from the **Help** menu.
 - If this is your first experience with Websense filtering software, use the New User Quick Start tutorial to learn about basic configuration, filtering policy creation, and reporting.
 - If you have used previous versions of Websense filtering software, use the Upgrading User Quick Start tutorial to orient yourself to the new, Web-based Websense Manager and become comfortable with new product terminology.
- Disable all browser pop-up blocking features.
- ◆ Install or permanently accept the Websense security certificate the first time you launch Websense Manager. Instructions are available from the Knowledge Base (kb.websense.com).
- Avoid using the browser Back and Refresh buttons. Instead, use the breadcrumbs at the top of the page or the left and right navigation panes.
- ◆ After entering your subscription key, perform system configuration tasks on the Settings pages while the Master Database downloads. After the download is complete, log off and log on again before accessing any policy management features.
- ◆ Click OK at the bottom of each page in Websense Manager to cache changes made on the page.
 - In some instances, when you are performing secondary tasks, you must click OK on the secondary page, and then click OK again on the main page to cache your changes. Make sure you see the "Changes have been cached" success message.
- Click Save All (at the top of the right shortcut pane) to implement cached changes.
 It can take up to 30 seconds for all Websense components to be updated with the changes.

To improve your experience with the Websense Backup Utility:

• Make sure that all administrators are logged off of Websense Manager before beginning a backup or restore process. If administrators are logged on to Websense Manager while the backup or restore process runs, Websense Manager may display errors, or abruptly log the administrators off.

To improve your experience with Websense reporting tools (Windows):

- ◆ To create a new presentation report, you must first copy an existing report, and then edit the copy's report filter.
- If you install Websense Manager on a Windows machine, and then install Log Server, manually restart the **ApacheTomcatWebsense** service on the Websense Manager machine. This ensures that reporting data appears in Websense Manager, and that scheduled jobs are properly stored in the Log Database.

Known issues

Upgrade

- If you want to keep your existing audit log data, export the audit log before upgrading.
- When you upgrade from version 6.x to version 7.x, the size of your existing Policy Server configuration file (config.xml) affects the amount of time required to perform the upgrade. The larger the file, the longer the process. Please do not interrupt the upgrade process unless instructed to do so by Websense Technical Support.
- ◆ During an upgrade from version 6.x, Websense software removes the existing Master Database. For a brief time, filtering is performed using a smaller, partial database that may not include all Websense protocol definitions. When installation is complete and a full Master Database download occurs, any protocols not included in the initial, installation database are assigned a default action (filtering option). Please double-check your existing protocol sets to make sure that the correct action is assigned to each protocol.
- ◆ After upgrading from version 6.x, protocols in the Malicious Traffic group that cannot be blocked (Email Borne Worms and Other) appear to have the Block action applied in existing filters. This is a display error that does not affect the way the protocols are filtered.
- ♦ After upgrading a Japanese-language 6.x installation to Japanese version 7, you must restart the Websense Manager machine in order for investigative reports to function.
- ◆ After upgrading a version 6.x installation using the Korean language pack to version 7.0.1, also using the Korean language pack, items on the Investigative Reports > Job Queue page (including the Help link) are not displayed correctly.

Installation (general)

- ◆ The Websense installer no longer includes a Repair option. To resolve a problem with a component, first uninstall, and then reinstall that component. Refer to the *Installation Guide* for instructions.
- If your network includes Microsoft ISA Server, stop the Microsoft Firewall Service before running the Websense software installer.

Websense Manager (general)

- After installing a localized version of Websense software, the Websense Manager Logon page may display in English. Restart the ApacheTomcatWebsense service on the Websense Manager machine to address this issue. Note that this issue affects only the Logon page, and not other Websense Manager pages.
- ◆ If you receive a confirmation popup message, be sure to respond (click OK or Cancel) within 1 minute. If you ignore a confirmation popup message for more than 1 minute, you are logged off of Websense Manager and any pending changes are lost.
- When you click View Pending Changes, a summary list of cached changes is displayed. If you have cached changes on a complex page (particularly in Settings) that covers multiple functional areas, all of the functional areas on the page may be listed, even if only one of them has been changed. Similarly, cached changes on some pages (particularly in Policy Management) may show a single entry that includes multiple functional areas.
- When you use the right shortcut pane to jump to an item in the Common Tasks list, the left navigation pane may be not updated appropriately, even though the expected page is displayed in the content pane.
- If an administrator is logged on to Websense Manager and performing policy management tasks when the Websense Manager machine is rebooted, that administrator may not be allowed to log back on for a full 30 minutes.

Policy management

- ◆ During the process of upgrading from version 6.3.x, some policies may not be recreated properly. If you have a policy that enforces a category set or protocol set that was renamed after being assigned to the policy, the upgrade process is unable to maintain the connection between the policy and the category or protocol set. A category or protocol filter with the correct name appears in the upgraded Websense Manager, but the policy is modified to enforce the Default category or protocol filter. "Please Review" appears appended to the name of any policy that has been edited in this way. Edit the policy to enforce the correct category or protocol filter.
- When you add Directory clients (users, groups, domains, or organizational units) to Websense Manager, domain or organizational unit names that include a slash ("/") character are not supported.
- When categories or protocols are added to the Websense Master Database, they are assigned a default action (like permit or block) in all category and protocol filters. This can result in categories or protocols being blocked in Monitor Only filters. To ensure that the Monitor Only filters continue to monitor without blocking, edit the action for new categories and protocols appropriately. Configure system alerts to receive notification when categories and protocols are added to or removed from the Master Database.

Reporting

- ♦ When you upgrade an environment that includes Websense Explorer, existing Favorite reports are not preserved. You must manually recreate your Favorite reports on the Investigative Reports page in Websense Manager.
- ◆ If the ApacheTomcatWebsense service is unable to connect to the Log Database (for example, because Websense Manager is installed before Log Server), scheduled jobs are stored in memory. If the service is restarted (or the Websense Manager machine is rebooted), any scheduled jobs stored in local memory are lost. If you have recently installed version 7 and are

- planning to create a large number of scheduled jobs, you may want to first restart the ApacheTomcatWebsense service.
- ◆ Do not attempt to skip tabs on the Presentation Reports > Edit Report Filter page. If you are editing a report filter and change only one tab, then skip to Confirm, you may not be able to save the filter or generate the report. To save the report filter and generate the report, complete each tab in sequence, using the Next button to move from one tab to another. Verify that the report name appears on the Confirm tab.
- Use report filters to limit the amount of data included in a single report, or schedule larger reports rather than trying to run them interactively. If you run a presentation report that includes a significant amount of data from within Websense Manager, the interface will appear to freeze while the report is being generated.
- ◆ The Settings > Logon page is specifically for configuring the directory service used to authenticate individuals who log on to Websense Manager for administration purposes. Despite the labeling on the page, this directory is not used to authenticate individuals who log on for self reporting purposes.
- ◆ If you install Websense Web Filter, and then later upgrade your subscription to Websense Web Security, the Security Risk class is not automatically updated to include the newly-enabled Security categories. This problem is corrected after the next full database download. If you are logged on to Websense Manager during the download, log off and log on again to see the change on the Settings > Risk Classes page.
- After changing the Websense software language, you must restart Log Server to have Websense
 Explorer for Linux display category names in the new language. To restart Log Server, go to the
 Websense Explorer for Linux installation directory (by default, /usr/local/websense/
 UNIXExplorer), and use the logserverdctl restart command.

Block pages

When a user requests a blocked FTP site via Microsoft Internet Explorer, the browser displays the HTML source code for the block page, rather than the actual block page. You may want to communicate this issue to users to avoid confusion.

Delegated administration

- In some circumstances, it may appear that delegated administrators are able to change the action applied to categories or protocols that have been blocked and locked by the Super Administrator. Such changes are not saved or applied to the delegated administrator's managed clients. The Filter Lock settings are preserved.
- ◆ If you are using delegated administration, and allow administrators to log on to Websense Manager using their network account, avoid administrator account names that include semicolons, colons, or similar special characters.
- Avoid creating delegated administration roles while the Master Database is being downloaded for the first time. Because the Master Database creates several categories and protocols during the initial download, delegated administration roles cannot be created properly.
- In certain circumstances, a delegated administrator attempting to change roles while on the Settings > Log Database page is logged out and prompted to log on again. This occurs only when the administrator is attempting to switch to a role whose name includes extended ASCII or double-byte characters.

Further assistance

Technical information about Websense software and services is available 24 hours a day at:

www.websense.com/support/

- the latest release information
- the searchable Websense Knowledge Base
- show-me tutorials
- product documents
- ◆ tips
- answers to frequently asked questions
- in-depth technical papers

For additional questions, click the **Contact Support** tab at the top of the page and fill out the online support form.

If your issue is urgent, please call one of the offices listed below. You will be routed to the first available technician, who will gladly assist you.

Location	Contact information
North America	+1 858-458-2940
France	Contact your Websense Reseller. If you cannot locate your Reseller: +33 (0) 1 57 32 32 27
Germany	Contact your Websense Reseller. If you cannot locate your Reseller: +49 (0) 69 51 70 93 47
UK	Contact your Websense Reseller. If you cannot locate your Reseller: +44 (0) 20 3024 4401
Rest of Europe	Contact your Websense Reseller. If you cannot locate your Reseller: +44 (0) 20 3024 4401
Middle East	Contact your Websense Reseller. If you cannot locate your Reseller: +44 (0) 20 3024 4401
Africa	Contact your Websense Reseller. If you cannot locate your Reseller: +44 (0) 20 3024 4401
Australia/NZ	Contact your Websense Reseller. If you cannot locate your Reseller: +61 (0) 2 9414 0033
Asia	Contact your Websense Reseller. If you cannot locate your Reseller: +86 (10) 5884-4200
Latin America and Caribbean	+1 858-458-2940

Third-Party software notice

Websense, Inc., provides software solutions that integrate with your existing environment. In the complex environments that are common in today's marketplace, this involves interacting with a variety of third-party software products. In some cases, Websense, Inc., makes an effort to simplify the acquisition of this third-party software. However, you must obtain any upgrades and enhancements to those products directly from the third-party vendor.

If you have questions, contact Websense Technical Support for additional information.

Subscription agreement

IMPORTANT - THIS SUBSCRIPTION IS PROVIDED ONLY ON THE CONDITION THAT THE SUBSCRIBER (REFERRED TO IN THIS AGREEMENT AS "SUBSCRIBER") AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THE FOLLOWING LEGAL AGREEMENT WITH WEBSENSE, INC. AND/OR ONE OF ITS SUBSIDIARIES ("WEBSENSE"). READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT. BY CLICKING ON THE "I AGREE" BUTTON BELOW OR BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND THAT (1) YOU, ON BEHALF OF YOURSELF, OR (2) SUBSCRIBER, IF SUBSCRIBER IS A BUSINESS, AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. Subscription and Grant of Right to Use.

Subject to the terms and conditions of this Agreement, Websense agrees to provide Subscriber the subscription services ("Subscription") as described in the purchase commitment mutually agreed upon between the parties ("Order"). Websense grants to Subscriber as part of the Subscription a non-exclusive, nontransferable right to use certain proprietary software applications ("Software"), proprietary database(s) of URL addresses, applications and other valuable information ("Databases"), changes to the content of the Databases ("Database Updates") and certain modifications or revisions to the Software ("Software Upgrades"), together with applicable documentation and the accompanying media, if any, (collectively, the "Products"). The Products are provided for the number of Seats or servers for use in Subscriber's own internal business operations (not for the benefit of any other person or entity) for the time period set forth herein or in the applicable Order ("Subscription Term"), provided Subscriber has and continues to pay the applicable fees for the Products ("Subscription Fees"). Subject to compliance with the terms of this Agreement, Subscriber may relocate or transfer the Product for use on a different server within its location. All fees paid for the Products are nonrefundable. "Seat" means each computer, electronic appliance or device that is authorized to access or use the Products, directly or indirectly. Subscriber may only exceed the number of ordered Seats if Subscriber increases its Order and pays additional Subscription Fees. Websense may, at any time, audit the use of the Products remotely or, upon reasonable notice, at Subscriber's site. Unless specifically authorized in writing in advance by Websense, Subscriber may not rent, lease or timeshare the Products or provide subscription services for the Products or permit others to do so. Any source code provided to Subscriber by Websense is subject to the terms of this Agreement. Subject to the terms of this Agreement, Subscriber may allow its agents and independent contractors to use the Products solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of this Agreement. Any other use of the Products by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement. Evaluation subscriptions to the Products are provided by Websense subject to the terms and conditions of this Agreement. Evaluation subscriptions are available for a period of up to thirty (30) days, and may be used only to evaluate and facilitate Subscriber's decision to purchase a subscription to Products, and at the end of the evaluation period, Subscriber must pay the applicable Subscription Fees or this Agreement will automatically terminate and Subscriber must comply with the terms of Section 7 below.

2. Technical Support.

Standard technical support includes online website and/or portal access, a reasonable amount of telephone support during business hours, and Software Upgrades for the Products during the Subscription Term upon payment of the Subscription Fees. Standard technical support is provided pursuant to the terms of this Agreement and the then-current technical support policies which are available at www.websense.com. Websense may require Subscriber to install Software Upgrades up to and including the latest release. Enhanced support offerings and services are available for additional cost and are also subject to the terms of this Agreement. Database Updates and Software Upgrades will be provided to Subscriber only if Subscriber has paid the appropriate Subscription Fees for all Seats and/or servers.

3. Intellectual Property Rights.

The Products and all intellectual property rights therein and related thereto are the sole and exclusive property of Websense and any third party from whom Websense has licensed software for incorporation in or distribution with the Products. All right, title and interest in and to the Products and any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the same shall remain exclusively with Websense and its licensors. The Products are valuable, proprietary, and unique, and Subscriber agrees to be bound by and observe the proprietary nature thereof. The Products contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. All rights not granted to Subscriber in this Agreement are reserved to Websense. No ownership of the Products passes to Subscriber. Websense may make changes to the Products at any time without notice. Except as otherwise expressly provided, Websense grants no express or implied right under Websense patents, copyrights, trademarks, or other intellectual property rights. Subscriber may make a sufficient number of copies of the Software for its authorized use and may maintain one (1) copy of the Software for backup purposes only. Subscriber may not remove any proprietary notice of Websense or any third party from any copy of the Products.

4. Protection and Restrictions.

Subscriber agrees to take all reasonable steps to safeguard the Products to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form is made. Subscriber acknowledges that the Products contain valuable, confidential information and trade secrets and that unauthorized use and/or copying is harmful to Websense. Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Products or any part thereof. Subscriber may not reverse engineer (except as required by law in order to assure interoperability), decompile, translate, adapt, or disassemble the Products, nor shall Subscriber attempt to create the source code from the object code for the Software. Any third party software included in the Products may only be used in conjunction with the Products, and not independently from the Products. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Products without Websense's prior written approval. Subscriber represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Products. Subscriber further represents and warrants that the Products will not be used to filter, screen, manage or censor Internet content for consumers without (a) permission from the affected consumers and (b) Websense's express prior written approval which may be withheld in Websense's sole and absolute discretion. Additional charges may apply if Subscriber assigns more than twenty (20) administrators to administer certain Websense products.

5. Limited Warranty.

For the Subscription Term, Websense warrants that the Products will operate in substantial conformance with the then-current Websense published documentation under normal use. Notwithstanding the previous sentence, Websense does not warrant that: (i) Products will be free from defects; (ii) Products will satisfy all of Subscriber's requirements; (iii) Products will operate without interruption or error; (iv) Products will always locate or block access to or transmission of all desired addresses, applications and/or files; (v) Products will identify every transmission or file that should potentially be located or blocked; (vi) addresses and files contained in the Products will be appropriately categorized; or (vii) algorithms used in the Products will be complete or accurate. Websense shall use reasonable efforts to remedy any significant Product non-conformance reported to Websense that Websense can reasonably identify and confirm. Websense or its representative will reposit or replace any such accordance to the faction of the product of its representative will repair or replace any such non-conforming or defective Products, or refund a pro-rata share of the Subscription Fees paid for the then-current term, at Websense's sole discretion. This paragraph sets forth Subscriber's sole and exclusive remedy and Websense's entire liability for any breach of warranty or other duty related to the Products. Any unauthorized Product modification, tampering with the Products, Product use inconsistent with the accompanying documentation, or related breach of this Agreement shall void the aforementioned warranty. EXCEPT AS EXPLICITLY SET FORTH HEREIN AND TO THE EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS

6. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL WEBSENSE, ITS AFFILIATES, ITS LICENSORS OR RESELLERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT 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, ACCESS TO OR USE OF ANY ADDRESSES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, 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 EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY SUBSCRIBER TO WEBSENSE FOR THE APPLICABLE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

7. Termination.

This Agreement is effective until the end of the Subscription Term for such use as is authorized, or until terminated by either party. Subscriber may terminate this Agreement at any time upon notification to Websense. However, Subscriber shall not be entitled to a refund of any prepaid or other fees. Websense may terminate this Agreement if Websense finds that Subscriber has violated the terms hereof. Upon notification of termination by either party, Subscriber agrees to uninstall the Software, cease using and to destroy or return to Websense all copies of the Products and to certify in writing that all copies thereof, including backup copies, have been destroyed. Section 3-7, 9 and 11 shall survive the termination of this Agreement.

8. Government Restricted Rights.

The Products are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor. Use of the Products by the U.S. Government constitutes acknowledgment of Websense's proprietary rights therein. Contractor or Manufacturer is Websense.

9. Third Party Products.

The Products include software products licensed from third parties. Such third parties have no obligations or liability to Subscriber under this Agreement but are third party beneficiaries of this Agreement.

10. Export.

Certain Products provided under the Agreement are subject to export controls administered by the United States and other countries ("Export Controls"). Export or diversion contrary to U.S. law is prohibited. U.S. law prohibits export or re-export of the software or technology to Cuba, Iran, North Korea, Sudan and Syria or to a resident or national of those countries ("Prohibited Country") or "Prohibited Countries"). It also prohibits export or re-export of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers (collectively, the "Lists"). U.S. law also prohibits use of the software or technology with chemical, biological or nuclear weapons, or with missiles ("Prohibited Uses"). Subscriber warrants that it is not located in, or a resident or national, of any Prohibited Country; that it is not on any Lists; that it will not use the software or technology for any Prohibited Uses; and that it will otherwise comply with Export Controls.

11. General.

Websense may periodically send Subscriber messages of an informational or advertising nature via email. Subscriber may choose to "optout" of receiving these messages by sending an email to optoutlegal@websense.com requesting the opt-out. Subscriber acknowledges and agrees that by sending such email and "opting out" it will not receive emails containing messages concerning upgrades and enhancements to Products. However, Websense may still send emails of a technical nature. Subscriber acknowledges that Websense may use Subscriber's company name in a list of Websense customers. Subscriber may not transfer any of Subscriber's rights to use the Products or assign this Agreement to another person or entity, without first obtaining Websense's prior written approval. Notices sent to Websense shall be sent to the attention of the General Counsel at 10240 Sorrento Valley Road, San Diego, CA 92121 USA. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of California, USA for all claims arising in or related to the United States, Canada, or Mexico; and Dublin, Ireland for all other claims, without regard to or application of choice of laws, rules or principles. Both parties herby consent to the exclusive jurisdiction of (1) the state and federal courts in San Diego, California, USA, for all claims arising in or related to the United States, Canada or Mexico, or (2) the competent courts in Dublin, Ireland for all other claims. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, acts of god, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and i

Copyright and Trademarks

©1996–2009, Websense Inc. All rights reserved. 10240 Sorrento Valley Rd., San Diego, CA 92121, USA

The products and/or methods of use described in this document are covered by U.S. Patent Numbers 6,606,659 and 6,947,985 and other patents

This document may not, in whole or in part, be copied, photocopied, reproduced, translated, or reduced to any electronic medium or machine-readable form without prior consent in writing from Websense, Inc.

Every effort has been made to ensure the accuracy of this document. However, Websense Inc., makes no warranties with respect to this documentation and disclaims any implied warranties of merchantability and fitness for a particular purpose. Websense Inc. shall not be liable for any error or for incidental or consequential damages in connection with the furnishing, performance, or use of this manual or the examples herein. The information in this documentation is subject to change without notice.

Trademarks

Websense is a registered trademark of Websense, Inc. in the United States and certain international markets. Websense has numerous other unregistered trademarks in the United States and internationally. All other trademarks are the property of their respective owners.

Microsoft, Windows, Windows NT, Windows Server, and Active Directory are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

Red Hat is a registered trademark of Red Hat, Inc., in the United States and other countries. Linux is a trademark of Linus Torvalds, in the United States and other countries.

Other product names mentioned in this manual may be trademarks or registered trademarks of their respective companies and are the sole property of their respective manufacturers.