
PROFESSIONAL SERVICES SUBCONTRACTOR AGREEMENT

This Professional Services Subcontractor Agreement (this "Agreement") is entered into as of _____, 2013 (the "Effective Date") between FireEye (defined below) and _____, a _____ corporation, with offices at _____ ("Subcontractor"). "FireEye" means FireEye, Inc., a Delaware corporation with its principal place of business at 1440 McCarthy Blvd., Milpitas, CA, 95035 if the Services (as defined below) or Deliverables (as defined below) under this Agreement are provided to the United States of America, Canada, Mexico or the Caribbean; otherwise, it means FireEye Ireland Limited, a company incorporated under the laws of Ireland with registered office at 2 Park Place, City Gate Park, Mahon, Cork, Ireland.

WHEREAS, Subcontractor desires to perform, and FireEye desires to have Subcontractor perform, certain professional services from time to time for FireEye customers as an independent contractor to FireEye.

NOW, THEREFORE, In consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. DEFINITIONS.

1.1 "Deliverables" means, with respect to each Work Order, the items specified in such Work Order as deliverables of the Subcontractor.

1.2 "Services" means the services under a Work Order which Subcontractor shall provide to FireEye as subcontractor to FireEye and which are described in any Work Order issued pursuant to this Agreement.

1.3 "Software" means (i) any FireEye software in object code form, which is listed from time to time on FireEye price list(s) and made available for license by FireEye, (ii) manuals and other end user documentation generally provided by FireEye in relation to that software; and (iii) any new releases (such as standard releases of the Software which may include bug fixes and new features), modifications, corrections, updates to, or upgrades thereof made available by FireEye or its agents or other subcontractors to its customers with or without charge.

1.4 "Subcontractor Work Product" means any and all items and information delivered to FireEye or its customer, or otherwise generated by Subcontractor or its subcontractor(s), in the course of providing Services under this Agreement, whether in hard copy or electronic form, including all Deliverables, works of authorship, programming tools, reports, designs, analyses, source and object code, user or procedural manuals and other supporting material, summaries, literature, test results, recommendations, drawings and work papers.

1.5 "Work Order" means each document agreed upon by FireEye and Subcontractor that further specifies Services to be performed and the Deliverables to be provided to customers and any other performance requirements mutually agreed to between the parties. Each Work Order shall be issued substantially in the form shown in Exhibit A, shall be executed by both parties, and shall be deemed incorporated herein in its entirety by reference.

2. TERM.

This Agreement will commence on the Effective Date and will continue in effect for a period of one (1) year or for the period of any incomplete Work Order in existence on the expiration date, whichever is later, unless amended to establish a later expiration date by a written agreement signed by both parties, or until terminated as provided in this Agreement.

3. DUTIES OF SUBCONTRACTOR.

3.1 Subcontractor shall provide the Services and the Subcontractor Work Product during the term of this Agreement in accordance with the terms and conditions of this Agreement, and any Work Order. Subcontractor will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of its obligations under this Agreement and any Work Order. Without limiting the foregoing, Subcontractor shall: (i) keep FireEye advised of the progress of the delivery of the Services and the status of the Deliverables; (ii) permit any designated representative of FireEye periodically to review the work of Subcontractor personnel performing Services and preparing Deliverables; (iii) perform the Services in a timely manner and provide the Deliverables in accordance with each Work Order; and (iv) keep accurate records of work performed on each Work Order, evidence of which Subcontractor shall provide to FireEye upon FireEye's request.

3.2 Subcontractor agrees that FireEye shall be the primary interface and shall control all contractual communications with its customers, and shall coordinate all activity with respect to this Agreement, and any Work Order. If a customer initiates any communications directly with Subcontractor concerning this Agreement or any Work Order, then Subcontractor shall coordinate and communicate with FireEye prior to answering such communications. Subcontractor will provide to FireEye all relevant operational information regarding the Services, and will participate in meetings with the customer and FireEye as requested by FireEye.

3.3 Subcontractor's duties and responsibilities under this Agreement shall not be subcontracted to any other person or entity, in whole or in part, without prior written notice to and approval by FireEye.

4. ACCEPTANCE AND PAYMENT.

4.1 Subcontractor shall be paid the amounts determined in accordance with the Work Order for the Services, Deliverables and Subcontractor Work Product. Such payments shall be Subcontractor's sole compensation, including travel and all other expenses (if so specified in the applicable Work Order), for its rendering of the Services and preparation and delivery of the Subcontractor Work Product, including the Subcontractor Work Product, if any, required to be delivered to FireEye under this Agreement and the applicable Work Order. Following receipt of written confirmation of completion and acceptance as described in Section 4.2, Subcontractor shall invoice FireEye at the following address(es) for the Services: FireEye, Inc. 1440 McCarthy Blvd., Milpitas, CA 95035, Attention Accounts Payable for engagements in North America, or FireEye Ireland Limited, 2 Park Place, City Gate Park, Mahon, Cork, Ireland for engagements in the rest of the world. Payment terms are thirty (30) days from receipt of a correct invoice.

4.2 For purposes of this Agreement, acceptance of the Services, Deliverables and Subcontractor Work Product described in each Work Order shall occur on the date such Services, Deliverables and Subcontractor Work Product have met the completion criteria

specified in the Work Order to the satisfaction of FireEye, as evidenced by issuance of written confirmation of completion and acceptance by FireEye, a sample of which is attached hereto as Exhibit B. Final acceptance of Services, Deliverables or Subcontractor Work Product may, in FireEye's discretion, be held in abeyance pending final acceptance of same by a customer.

5. CHANGES TO A WORK ORDER.

FireEye may at any time by written notice make changes within the general scope of any Work Order, and Subcontractor shall proceed without delay to perform the Work Order as changed. However, should any change to a Work Order be likely to result in a change to the time or cost of performance of the Work Order, Subcontractor shall notify FireEye as soon as possible that there will be an impact to the Work Order cost or schedule and describe such impact, and any changes in the performance, schedule or price of the Work Order will be subject to mutual agreement.

6. SUBCONTRACTOR'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Subcontractor represents, warrants and covenants as follows:

6.1 Subcontractor's performance of this Agreement and all Work Orders will not breach any agreement Subcontractor has with another party and there is no other contract or duty on Subcontractor's part now in existence that is inconsistent with this Agreement.

6.2 Throughout the term of this Agreement, Subcontractor, its employees and authorized subcontractor(s): (i) shall comply with all applicable state and local laws, regulations, rules, and federal orders respecting the performance by Subcontractor of its duties and responsibilities under this Agreement; and (ii) shall obtain and maintain all licenses, permits and approvals required by any federal, state or local licensing, regulatory, or other agency or authority for performance of the work required by this Agreement or any Work Order, and inform FireEye immediately of the expiration, termination, non-renewal, denial or revocation of any such license, permit or approval.

6.3 Subcontractor will use qualified individuals with suitable training, experience, capabilities, skill and licenses to perform its obligations under this Agreement and any Work Order. Notwithstanding Subcontractor's compliance with this provision, such individuals shall be subject to approval by FireEye and shall be removed (and immediately replaced by Subcontractor with personnel meeting the requirements of this Section 6.3) at FireEye's request.

6.4 Subcontractor will perform this Agreement and any Work Order hereunder in a manner consistent with industry standards reasonably applied to the performance of such work. The Services and Subcontractor Work Product provided hereunder shall: (i) be of good and marketable quality; (ii) be free from all defects in design, materials, workmanship, performance and title; and (iii) meet the applicable specifications, drawings, samples, descriptions and requirements specified in each Work Order and this Agreement.

6.5 In the event of a breach of the representations, warranties or covenants in this Section 6, Subcontractor shall without charge and without delay repair, replace, re-perform or modify the affected Services or Subcontractor Work Product so as to promptly correct such breach or default. All representations, warranties and covenants shall survive inspection, acceptance and payment. Nothing in this Section 6 shall be construed to limit any other rights

or remedies available to FireEye at law, in equity or otherwise.

6.6 Other than Confidential Information (defined in Section 7 below) obtained in performance of any Work Order, in performing the Services or preparing Subcontractor Work Product, Subcontractor will not use any confidential or proprietary information of a third party except to the extent Subcontractor has the right to disclose such information. Subcontractor further agrees in performing the Services or preparing Subcontractor Work Product that it shall not: (i) infringe upon the intellectual property rights (including, without limitation, patent, copyright, trademark or trade secret rights) of a third party; or (ii) disclose or provide to FireEye or its customer or induce FireEye or customer to use any confidential information that belongs to anyone other than Subcontractor except to the extent Subcontractor has the right to disclose and permit third parties to use (as applicable) such information.

6.7 Subcontractor warrants that it carries and shall throughout the term of this Agreement any Work Order with FireEye, workers' compensation insurance and general and contractual liability insurance necessary to fulfill its obligations hereunder, and shall, upon request, furnish evidence thereof to FireEye.

7. CONFIDENTIALITY.

7.1 Confidential Information. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information ("Recipient"). The terms and conditions of this Agreement, the nature of the discussions and the relationship between the parties, and the terms of any commercial transaction between the parties shall be considered Confidential Information. For purposes of this Agreement, Confidential Information of FireEye is deemed to include any Confidential Information of a customer which FireEye or the customer may provide to Subcontractor in order to propose or perform work in accordance with any Work Order hereunder.

7.2 Maintenance of Confidentiality. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; (ii) limit disclosure to those person's within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all authorizations required by, all applicable export control laws or regulations. Confidential Information shall not be reproduced in any form except as required to accomplish the purposes and intent of this Agreement. Any reproduction of Confidential Information shall be the property of Discloser and shall contain any and all notices of confidentiality contained on the original.

7.3 Exceptions. The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally

available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by a third party Recipient rightfully obtains from a third party. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; (b) has given prompt advance notice to Discloser of such required disclosure; and (c) has allowed Discloser to participate in the proceedings.

7.4 Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

8. OWNERSHIP AND LICENSE.

8.1 FireEye Owned IP. FireEye or its assigns shall own all right, title and interest in all intellectual property that is provided to Subcontractor by or on behalf of FireEye or, subject to Section 8.3, which Subcontractor uses under this Agreement or any Work Order.

8.2 Developed IP. Subject to Section 8.3, Subcontractor acknowledges and agrees that FireEye or its assigns shall own, and Subcontractor hereby assigns to FireEye, all intellectual property rights and other proprietary rights in and to the Services, Deliverables and the Subcontractor Work Product, and any other materials and information Subcontractor is required to deliver to FireEye as part of this Agreement and any Work Orders issued hereunder. Subcontractor shall execute such documents, render such assistance, and take such other actions as FireEye may reasonably request, at FireEye's expense, to apply for, register, perfect, confirm and protect FireEye's rights in any intellectual property described in this Section 8.2. Subcontractor hereby irrevocably designates and appoints FireEye and its duly authorized officers and agents as Subcontractor's agent and attorney in fact, to act for and in Subcontractor's behalf to execute and file any applications and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of such rights with the same legal force and effect as if executed by Subcontractor.

8.3 Subcontractor IP. Except as otherwise set forth herein, Subcontractor shall own all right, title and interest in Subcontractor intellectual property which may be used in the performance of this Agreement or any Work Order hereunder that is wholly developed and owned by Subcontractor prior to the Effective Date of this Agreement ("Subcontractor's Pre-Existing Technology"). To the extent any Subcontractor Pre-Existing Technology is incorporated or embedded in the Subcontractor Work Product, including all third party works and products which Subcontractor is free to license, Subcontractor hereby grants FireEye a royalty-free, irrevocable, worldwide, nonexclusive, perpetual license, to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display such Subcontractor Pre-Existing Technology in connection with FireEye's use of the Subcontractor Work Product.

8.4 Waiver of Moral Rights. Subcontractor hereby waives any and all moral rights, including without limitation any right to identification of authorship or limitation on subsequent

modification that Subcontractor (or its employees, agents, subcontractors or consultants) has or may have in the Services, Deliverables and Subcontractor Work Product, and in any other intellectual property that is or becomes the property of FireEye under this Section.

9. INDEMNIFICATION; LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

9.1 Indemnification. Subcontractor will indemnify, defend and hold FireEye harmless, at Subcontractor's expense, against any third party claim, suit or proceeding resulting from, relating to or arising out of a claim that: (i) the use of any Subcontractor Work Product provided by Subcontractor hereunder constitutes an infringement of any patent, copyright, trademark or other intellectual property right; or (ii) based on the negligent acts or willful misconduct of Subcontractor's employees or agents, that directly causes damage or bodily injury to persons or property, real or tangible, and such damage or bodily injury directly arises out of performance of this Agreement.. Subcontractor's obligation to indemnify FireEye shall include an obligation to pay any costs, including but not limited to reasonable attorney's fees, expert witness fees, reasonable expenses, damages and other costs incurred by FireEye and awarded by a court of competent jurisdiction.

9.2 Conditions; Limitations.

(a) FireEye shall notify Subcontractor promptly in writing of any matters in respect of which the indemnity may apply in order to allow Subcontractor to investigate and defend the matter; provided, however, the failure to give such notice will only relieve Subcontractor of its indemnity obligations hereunder to the extent Subcontractor is prejudiced thereby. Subcontractor shall have sole control of the defense and all negotiation for any settlement or compromise; provided, however that no such third party claim or action may be settled or compromised by Subcontractor without the express written consent of FireEye unless such settlement or compromise includes a release of all claims against FireEye by the party bringing such claim or action; FireEye shall have the right at its sole cost and expense to participate in any such legal proceeding with counsel of its own choosing. FireEye agrees to reasonably assist Subcontractor in the defense of the claim.

(b) Should any Subcontractor Work Product supplied by Subcontractor become (or in Subcontractor's opinion be likely to become) the subject of any infringement claim, Subcontractor shall at its sole option and expense either: (i) procure for FireEye the right to continue using the relevant Subcontractor Work Product; (ii) replace or modify the relevant Subcontractor Work Product so that it becomes non-infringing while providing substantially equivalent functional performance; or (iii) if (i) and (ii) are both commercially unavailable or impracticable, to refund amounts paid by the FireEye for the Subcontractor Work Product.

(c) This Section 9 states Subcontractor's entire liability, and FireEye's sole and exclusive remedy for intellectual property rights claims relating to or arising out of any Subcontractor Work Product.

9.3 Limitation of Liability. EXCEPT FOR SUBCONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9, OR IN THE EVENT SUBCONTRACTOR BREACHES ITS OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) OR SECTION 10 (SOFTWARE LICENSE), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSE-

SEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY STATEMENT OF WORK, THE SOFTWARE IS PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIREEYE DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES RELATING TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. FIREEYE DOES NOT WARRANT THAT THE DELIVERABLES ARE FREE FROM BUGS, ERRORS OR OTHER PROGRAM LIMITATIONS.

10. SOFTWARE LICENSE.

10.1 Subject to the terms of this Agreement, FireEye grants to Subcontractor a nonexclusive, nontransferable, limited license to use Software specified in the Work Order in object code form and related documents (e.g. technical specifications, manuals) for the sole purpose of providing Services and preparing Subcontractor Work Product pursuant to such Work Order. The license granted herein shall be for use of the Software solely as provided in this Section 10 and the Work Order. Unless expressly authorized in a specific Work Order, this license shall extend only to Software to be integrated into products delivered to and installed for FireEye's customer or for the purpose of training FireEye's customers in the use of the Software. EXCEPT AS EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT AND A SPECIFIC WORK ORDER, SUBCONTRACTOR SHALL NOT (AND SHALL NOT PERMIT A THIRD PARTY TO): COPY, IN WHOLE OR IN PART, SOFTWARE OR RELATED DOCUMENTS; MAKE ERROR CORRECTIONS OR OTHERWISE MODIFY THE SOFTWARE OR DOCUMENTS; DECOMPILE, DECRYPT, REVERSE ENGINEER, DISASSEMBLE OR OTHERWISE REDUCE ALL OR ANY PORTION OF THE SOFTWARE TO HUMAN-READABLE FORM; OR TRANSFER, SUBLICENSE, RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE OR DOCUMENTS.

10.2 This license is effective until terminated either separately or upon termination of this Agreement. Upon termination Subcontractor shall destroy or return to FireEye all copies of Software and related documents in its possession. If Subcontractor destroys the Software and documentation related thereto, it shall certify in writing to FireEye that such destruction has occurred. Termination of the license granted in this Section 10 is automatic upon expiration or termination of this Agreement. FireEye also may terminate this license upon written or oral notice to Subcontractor, with or without prior notice. Subcontractor also may terminate this license at any time by destroying all copies of Software and documents relating thereto which are in Subcontractor's possession and notifying FireEye of the termination. This license will terminate immediately without notice from FireEye if Subcontractor fails to comply with any provision of this license.

11. TERMINATION.

11.1 FireEye may terminate this Agreement or any individual Work Order at any time, with or without cause, by giving ten (10) days written notice to Subcontractor. In the event of a termination under this subsection, as of the tenth day after receipt of notice of termination, Subcontractor shall immediately cease work on the terminated matter(s), performing only efforts reasonably necessary to wind down and preserve work that has been performed. In the event

of a termination of this Agreement for any reason, Subcontractor shall be obligated to deliver, and FireEye will be obligated to pay Subcontractor for, only Services and Subcontractor Work Product actually performed or prepared by Subcontractor prior to the date of termination, and delivered to and accepted by FireEye within a reasonable time after the effective date of termination, consistent with the payment terms in the Work Order. Subcontractor shall also take all actions required to protect and preserve property in the possession of Subcontractor in which FireEye or its customer has an interest. FireEye may, upon notice to Subcontractor, deduct from the amounts otherwise payable by FireEye to Subcontractor any undisputed amounts payable by Subcontractor to FireEye.

11.2 Subcontractor may terminate this Agreement and/or any individual Work Order if FireEye breaches a material provision of this Agreement or any Work Order and fails to cure such breach within thirty (30) days of receipt of written notice of the breach from Subcontractor.

11.3 Notwithstanding the foregoing, this Agreement and/or any Work Order hereunder may be terminated immediately by FireEye in the event of (i) Subcontractor's breach of Section 6.2 (licenses and permits), Section 7 (Confidentiality), Section 8 (Ownership and License), Section 10 (Software License), or Section 13.1 (Export Control), or (ii) in the event of a sale of all or substantially all of Subcontractor's assets, or transfer of a controlling interest in Subcontractor to an unaffiliated third party.

11.4 Subcontractor shall, if requested by FireEye, take all reasonable steps to achieve an orderly transition upon termination and provide reasonable training for FireEye or third party personnel. If the efforts required are more than nominal transfers of residual materials and information, FireEye will pay Subcontractor a reasonable fee for such training and other services as may be mutually agreed by the parties.

11.5 Subcontractor shall continue performing its obligations under this Agreement while any dispute with FireEye is being resolved unless and until this Agreement and all Work Orders expire or terminate.

11.6 Each of the parties has considered its expenditures in preparing for performance of, and performing, this Agreement and possible losses resulting from its termination. It is expressly understood that this right of termination is absolute and that neither party shall be liable to the other for any compensation, reimbursement or damages resulting from termination of this Agreement in accordance with its terms. The rights and remedies of FireEye provided in this Section shall not be exclusive and are in addition to other rights and remedies provided at law, in equity or otherwise under this Agreement.

11.7 Sections 1, 6, 7, 8, 9, 11, 12, 13 and 14 shall survive termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR.

FireEye and Subcontractor are independent contractors and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances shall any employee of one party be deemed to be the employee of the other for any purpose. Nothing herein shall be construed as implying a joint venture, agency, employer-employee or partnership relationship between the parties hereto. Subcontractor is solely responsible for all of its own taxes, withholdings, and other similar statutory obligations related to

this Agreement and any Work Order.

13. EXPORT CONTROL; ANTI-CORRUPTION; U.S. GOVERNMENT RESTRICTED RIGHTS.

13.1 Export Control. Subcontractor represents and warrants that it shall comply with all laws and regulations applicable to Subcontractor with respect to the purchase and use of the Deliverables. Subcontractor further acknowledges and agrees that the Deliverables purchased, and licensed, under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder and similar laws in other jurisdictions. Subcontractor agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Subcontractor covenants that it shall not -- directly or indirectly -- sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from FireEye under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These prohibitions include, but are not limited to the following: (i) the Deliverables cannot be exported or re-exported to any countries embargoes by the United States (currently including Cuba, Iran, North Korea, Sudan or Syria) which includes nationals of these countries employed by Subcontractor ; (ii) the Deliverables cannot be exported or re-exported for military use in country group 'b' prior to valid 'export license' or valid 'license exception'; (iii) engineers cannot have access to FireEye's proprietary encryption source code; and (iv) the Deliverables cannot be used for any prohibited end uses including any 'nuclear, biological or chemical weapon related activities'. Subcontractor agrees to notify FireEye of any suspicious activities by any employee related to the Deliverables. Subcontractor agrees to indemnify, to the fullest extent permitted by law, FireEye from and against any fines or penalties that may arise as a result of Subcontractor 's breach of this provision. This export control clause shall survive termination or cancellation of this Agreement.

13.2 Anticorruption Laws. Subcontractor acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law or FireEye's corporate policies and procedures related thereto. Subcontractor further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Deliverables. Subcontractor agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Subcontractor agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.

13.3 U.S. Government Restricted Rights. The Deliverables may be "commercial items", "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use,

modification, reproduction, release, performance, display or disclosure of the Deliverables by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The Deliverables were developed fully at private expense.

14. MISCELLANEOUS.

14.1 Publicity and Advertising. Notwithstanding any other provision of this Agreement, Subcontractor may not issue press releases or endorsements which reference FireEye or include statements attributable to FireEye without the prior written consent of FireEye.

14.2 Audit. Subcontractor shall maintain accurate records of all amounts billable to and payments made by FireEye hereunder in accordance with recognized accounting practices. FireEye shall have the right to audit any and all records of Subcontractor relating to this Agreement and any Work Order hereunder. Subcontractor agrees that such records will be available for audit by FireEye or its agents during normal business hours upon reasonable notice.

14.3 Non-Exclusive Relationship. This Agreement is not exclusive, and Subcontractor acknowledges that: (i) FireEye has no obligation to provide Subcontractor any minimum level of work or compensation under this Agreement; and (ii) FireEye may obtain services or materials from third parties that may be similar to the Services or Deliverables, without any obligation or liability to Subcontractor.

14.4 Rules of Engagement. Subcontractor shall not: (i) for a period of two (2) years after the end of a Work Order, directly or indirectly engage in marketing or providing products or services that are competitive with those then offered by FireEye, to the FireEye customer identified in the Work Order; or (ii) offer to provide services directly to a prospective FireEye customer on an opportunity disclosed to Subcontractor by FireEye, unless Subcontractor reasonably demonstrates that it became aware of such opportunity by means independent of FireEye's disclosure.

14.5 Assignment. Subcontractor may not assign this Agreement, in whole or in part, without FireEye's prior written consent. Any attempt by Subcontractor to assign this Agreement other than as permitted above will be null and void. FireEye shall have the right to assign all or part of this Agreement without Subcontractor's approval. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both parties, their successors and permitted assigns.

14.6 Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in San Francisco County, California.

14.7 Force Majeure. FireEye shall not be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority, or any act or omission of employees or agents of Subcontractor. In this event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and the schedule and the due dates of Services and Deliverables shall be adjusted accordingly.

14.8 Notice. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given: (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid; (iii) one (1) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid; or (iv) upon delivery when sent by facsimile transmission confirmed by telephone. All communications will be addressed at the locations set forth above or as otherwise instructed.

14.9 Severability. If any provision of this Agreement is found illegal or unenforceable under the laws of any jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement will continue in full force and effect.

14.10 Entire Agreement. This Agreement together with the Exhibits attached hereto and any Statements of Work issued hereunder, represents the entire agreement of the parties hereto related to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are superceded and of no force and effect. The terms and conditions of this Agreement supersede any terms or conditions of any purchase order, invoice or other document relating to the subject matter hereto. This Agreement may be modified only in a writing signed by authorized representatives of both parties. There are no oral or written collateral representations, agreements or understandings except as provided herein. Each party acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained in this Agreement. FireEye, Inc. is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

14.11 Non-Solicitation. During the term of this Agreement, and for a period of one (1) year after completion of the most recent Deliverable, Subcontractor will not solicit or encourage any of FireEye's employees to work elsewhere and Subcontractor will not directly or indirectly hire or retain the services of any of FireEye's employees without the prior written consent of FireEye. In the event that Subcontractor violates this provision, Subcontractor will immediately remit to FireEye an employment fee equal to fifty percent (50%) of the employee's starting salary.

14.12 Security Clearance. Subcontractor shall provide the necessary security specifications and/or DD254 to FireEye if security resources are required.

14.13 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

14.14 Counterparts. This Agreement may be executed in counterparts, each of shall constitute an original, and all of which shall constitute one agreement.

14.15 Headings. The headings in this Agreement are for convenience of reference only and have no legal effect.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement by duly authorized officials as of the Effective Date.

SUBCONTRACTOR

FIREEYE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIREEYE IRELAND LIMITED

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

WORK ORDER # _____

This Work Order is made and entered into between FireEye Inc. ("FireEye") and _____ ("Subcontractor"). This Work Order is governed by, incorporated into, and made part of the terms of the Professional Services Subcontractor Agreement ("Agreement") signed between FireEye and Subcontractor dated as of _____, 20___. All terms used and not otherwise defined shall have the meaning given such terms in the Agreement.

1. DESCRIPTION OF PROJECT:

1.1 General Description

Include a brief 1-2-sentence description on the general scope of the Services to be provided.

1.2 Detailed Description

Provide a detailed listing/description of processes, guidelines and standards for all Services, quality standards, functional and technical specifications and all Deliverables provided to FireEye.

1.3 SUBCONTRACTOR RESOURCES. The individuals who will provide Services pursuant to this Work Order are listed in the following chart (the "project staff"), along with the estimated hours that such individual will work in providing services. Except to the extent required on an emergency basis, Subcontractor shall not replace or reassign a member of the project staff without the prior written consent of FireEye.

Individual	Resource Category	Rate	Estimated Hours	Amount
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TOTAL _____ \$ _____

2. SUBCONTRACTOR WORK PRODUCT.

The following items shall be delivered as part of the Services (the "Deliverables"):

<u>Subcontractor Deliverable*</u>	<u>Detailed Description of Deliverable</u>	<u>Due Date</u>

* These will include, but not limited to, written Project Plans, Summary of Goals, Design Documentation, Design Services, Specifications, Acceptance criteria/plan, Documentation, Meetings, Training, Status Reports, final completion of the Project, etc.

3. LOCATION OF WORK FACILITIES. Substantially all of the services shall be conducted by subcontractor at _____ or such other location or locations as FireEye shall reasonably request.

4. DURATION OF WORK/SCHEDULE. Subcontractor Services under this Work Order shall commence on _____ and be completed no later than _____. Subcontractor acknowledges that TIME IS OF THE ESSENCE in the performance of its obligations under this work order.

5. ACCEPTANCE AND TESTING PROCEDURES. Specify acceptance procedures and testing criteria, which will be utilized to determine the acceptability of the deliverables and the period of acceptance.

6. FIREEYE'S RESPONSIBILITIES.

6.1 FireEye deliverables include the following:

<u>FireEye Deliverable</u>	<u>Detailed Description of Deliverable</u>	<u>Due Date</u>



6.2 Equipment and Resources to be provided by FireEye:

FireEye shall provide and make available to Subcontractor, on a loan basis only while Subcontractor is performing Services under this Work Order, the following materials, documentation and equipment. Subcontractor shall return all such materials, documents, and equipment on the earlier of the request of FireEye and final completion of the Services. All such materials, documentation and equipment shall be considered the Confidential Information of FireEye.

7. CHANGE MANAGEMENT PROCEDURES.

7.1 In the event it is necessary to change this Work Order other than as provided in Section 5 of the Agreement, the following procedure will be used:

7.1.1 A change request document ("Change Request") will be executed by the parties describing the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Subcontractor Work Product. Parties will determine the additional charges, if any.

7.1.2 Either party for any material changes to an applicable Work Order may initiate a Change Request. The requesting party will review the proposed change with the other party, and the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.

7.1.3 Upon execution of the Change Request, said Change Request will be incorporated into and made a part of the applicable Work Order.

7.2 Whenever there is a conflict between the terms and conditions set forth in a Change Request and those set forth in the Work Order or previous Change Request, the terms and conditions of the most recent Change Request shall prevail.

8. FEES AND PAYMENTS. Aggregate total fees under this Work Order shall not exceed US \$_____. In addition, the not-to-exceed amount for travel and out-of-pocket expenses shall be \$_____. Invoices should be sent to: FireEye, Inc., 1440 McCarthy Blvd., Milpitas, CA 95035, Attn: Accounts Payable, with a copy to the FireEye Project Coordinator listed below for engagements in North America, or FireEye Ireland Limited, 2 Park Place, City Gate Park, Mahon, Cork, Ireland, Attn: Accounts Payable, with a copy to the FireEye Project Coordinator listed below for engagements in the rest of the world.

9. COORDINATORS. Subcontractor and FireEye shall designate individuals to whom all Work Order communications shall be addressed and who have the authority to act on all

aspects of the project described in this Work Order.

Coordinator:

Name, Telephone and FAX Number:

Subcontractor Project Coordinator:

Subcontractor Contract Coordinator:

FireEye Project Coordinator:

FireEye Contract Coordinator:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Work Order to be duly executed.

FIREEYE INC.

SUBCONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIREEYE IRELAND LIMITED

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

ACCEPTANCE AND EVALUATION FORM

Customer Details:

Customer Name:	
Contact:	
Phone:	
Email:	

Project Details:

Duration:	
Location:	
Consultants:	

Was the project completed in a satisfactory manner (yes/no)?

Rate your satisfaction with consultant's knowledge (1=high, 5=low):

Rate your satisfaction with project tools (e.g. slides) and methodology (1=high, 5=low):

Other Comments:

