



State of Israel

# Purchase Order No 4440634446

(Version 0)

## GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE MISSION TO THE USA

800 Second Avenue  
11<sup>th</sup> Flr  
New York, N.Y 10017  
www.goimod.com

To: FireEye Inc.  
McCarthy BLVD 1440  
Milpitas CA 95035-7438

Tel: 408-321-6300 Fax: 408-321-9818  
Vendor No.: 5QHL3

### We hereby place our order as follows

#### Description:

FireEye - Services...

Our Reference: 1000360506

Creation Date: 12.30.2014 19:32:00

Items: 2

Printed on: 02JAN2015

#### General Information

Contract Method: Firm Fixed Price

Terms of Payment: 30 days

Terms of Delivery: FOB Origin

Export License Responsibility: MISSION

Shipping Type: BY AIR

Shipping Instructions: TO G&amp;B REGULAR

Coordinate acct. mgr.: 560

#### Contact

Purchase Group.Name : Buyer D12

Purchase Group.No. : D12

Tel: 212-5510422 Fax: 212-5510286

E-mail: TWOLKOVICH@GOIMOD.COM

Issuer: WOLKOVICH TALİ

#### Total

Total Price: 855,150.00 USD

This Purchase Order is governed by the terms and conditions contained herein.

This Purchase Order shall not be effective unless and until the signed acknowledgment copy has been returned to Buyer. (See also General Remarks - Entry into Effect).

**The acknowledgment copy must be returned in the enclosed envelope**

**Proposal must be returned in sealed envelope with Buyer Group No. and RFQ Reference No. set forth on face of envelope.**



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MINISTRY OF DEFENSE  
MISSION TO THE USA

Vendor: FireEye Inc.  
MOD Vendor ID: U5QHL3

**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

**General Remarks**

Header Text

FireEye - Services  
According to Req. # 97744910  
PO corresponds to original RFP 1000360506  
According to agreement from December 23rd, 2014 : "FireEye proposal for intelligence products"  
Please sign the attached acknowledgement and fax/email it to the undersigned.  
\*\*\*\*\*  
Please be advised that payments will be made following receipt of Seller's invoice and End User approval that acknowledges receipt of the item.  
Seller shall be responsible for receiving End User approval.  
\*\*\*\*\*  
For further clarifications contact me at: 212-551-0332 ogottesman@goimod.com  
Thank you for your cooperation,  
Ofer Gottesman

**General Remarks (Cont.)**

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Vendor: FireEye Inc.  
MOD Vendor ID: U5QHL3

**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

Items							
Item No.	Description	Quantity	Unit Issue	Price per Unit	Line Item Total	Supply Schedule	
						Quantity	Delivery Date
7000	Description: Cyber Threat Analysis Program, Analyst MPN: CYBER THREAT ANALYSIS PR Cage Code : 5QHL3 Bid No.: 1000360506	1.000	EA	427,575.00	427,575.00	1.00	01.01.2015
7010	Description: Cyber Threat Analysis Program, Analyst MPN: CYBER THREAT ANALYSIS PR Cage Code : 5QHL3 Bid No.: 1000360506	1.000	EA	427,575.00	427,575.00	1.00	01.01.2016

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Vendor: FireEye Inc.  
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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
 Version: 0

Cost Accounting						
Item No.	Service Item Line	Price Component	Rate	Per		Component Value
				QTY Pricing Unit	Rate Unit Price	
7000		Item: Cyber Threat Analysis Program, Analyst		1.000	EA	
		Gross Price	427,575.00 USD	1	EA	427,575.00
7010		Item: Cyber Threat Analysis Program, Analyst		1.000	EA	
		Gross Price	427,575.00 USD	1	EA	427,575.00

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Vendor: FireEye Inc.  
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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

### Shipping Instructions

#### Shipping Instruction

Applicable only to shipments supplied (i.e. Shipped) from within the United States.

#### A. General

- Each shipment must consist of only one purchase order (each piece and each carrier's bill of lading or pro number must include items of only one G.O.I. purchase order). Materials must be packed in accordance with best commercial practices in order to protect the material during domestic transportation. Freight greater than 150 lbs. must be skidded (palletized) or otherwise packaged for handling by forklift. Do not procure insurance for G.O.I.'s benefit.

#### B. Licensing

- \* Please reference the export license number on your invoice (as applicable).
- \* Applicable license exception or exemption should be cited on the invoice for items being exported.
- \* Please ensure that you have the ITAR category (and sub-paragraph) as well as the ITAR Destination Control Statement ("DCS") under 123.9 on your export invoice (as applicable).
- \* If any part of the invoice is NLR, please state so on that particular line item and provide the ECCN numbers. Make sure you have the Commerce Destination Control Statement.
- \* ECCN numbers must be written clearly on any Commerce controlled item, regardless of whether it is NLR, requires a license, or is being exported under an applicable exception.
- \* If any part of the invoice is under the newly created "600 series" ECCN number, please state so on your invoice and have the Commerce Destination Control Statement.
- \* Please ensure that you have the Schedule B numbers for all the items on the invoice listed for us to submit AES to Customs.
- \* Please ensure that the description, value, part numbers and line item numbers (i.e. line item 10, 20, 30 etc.) on your invoice MATCH the purchase order line item details.  
When receiving, we must match the items received against the purchase order line items.

### Shipping Instructions (Cont.)

#### C. Documentation

- Every shipment must be accompanied with one invoice only, which will be copied and attached to the freight as written below. Do not send multiple invoices.
- The invoice should list the GOI PO number and all items included in the shipment, with the description, line item number and unit price as they appear in the GOI purchase order. Invoice should include total value.
- Two (2) copies of the invoice must be attached to the outside of each piece (carton, box, crate, pallet, etc.).
- One (1) copy of the invoice must be inside each piece.
- P.O. number must appear on carrier's bill of lading (or "pro bill") and on all documents.
- Failure to comply with the above instructions may result in the refusal and return of the shipment at the vendor's expense.
- Failure to comply with the above instructions may result in delayed payments.



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Vendor: FireEye Inc.  
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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

**Shipping Instructions (Cont.)**

D. Marking

Following is the required marking for each piece of the shipment:

Ship to: G.O.I /M.O.D  
c/o G&B Packing Company, Inc.  
8 Hook Rd.  
Bayonne, NJ 07002  
Attn: P.O. # \_\_\_\_\_

G&B Tel: (201) -339-1600, Fax (201) 339-1762

Shipments incorrectly marked or not marked or missing required documentation will be returned to Seller with Seller responsible for all expenses (see "Failure to Follow Instructions").

Wood Regulations: In accordance with the IPPC, the Government of Israel requires that all wooden pallets/skids used in shipments must be appropriately marked to confirm compliance with the standards of the ISPM 15.

E. Requirements for Vendor's Export License:

- Block 14 on the application should indicate:  
Name and address of foreign End User  
Government of Israel - Ministry of Defense  
HAKIRYA, KAPLAN STREET  
TEL AVIV, ISRAEL 61090
- Block 16 on the application should indicate:  
Name and address of foreign consignee:  
Government of Israel - Ministry of Defense  
HAKIRYA, KAPLAN STREET  
TEL AVIV, ISRAEL 61090
- Block 21 on the application should indicate:  
Name and address of consignor and/or Freight Forwarder in United States:  
Interglobal Forwarding services  
8 Hook Rd.  
Bayonne, NJ 07002

**Shipping Instructions (Cont.)**

- Seller should send a copy of the export license to:  
G&B Packing Company, Inc.  
8 Hook Rd.  
Bayonne, NJ 07002  
aslisah@gbpacking.com  
linda@gbpacking.com  
201-330-1600 ext 215

F. Carrier Selection

Following is a list of what will be referred to as Special Materials. All other freight will be referred to as standard freight.

- Special Materials:  
Full truckloads  
Air ride  
Oversized  
Overweight (heavier than 10,000 lbs.)  
HazMat  
Dry ice  
Short self-life  
Classified  
Sensitive (engines, computer equipment, assembled weapons, precious metal, shipment under F.A.S., C&F, and C.I.F. terms of delivery or shipment from outside of U.S.)
  - Specific instructions must be obtained for all special materials.
  - To obtain instructions complete the "Request for Shipping Instructions" (form 1033 or 1033A) and send to G.O.I.'s shipping department (see standard freight E). Form 1033/1033A is available at [www.goimod.com](http://www.goimod.com).
  - You will then be contacted by G.O.I.'s freight forwarder.
  - For HazMat, you must comply with packing and certification requirements contained in form 1033A or be subject to costs resulting from remedial action
  - Every shipment that contains Lithium batteries will be accompanied with an MSDS form and the proper packaging labels.



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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
 Version: 0

**Shipping Instructions (Cont.)**

- 2. Standard Freight
- A. Select the appropriate carrier from table D1 below (by weight) and contact that carrier for pick up.
- B. Bill all shipment "third-party billing" to the account number shown.
- C. When using Roadway Express, stickers stating: "do not break shrink wrap" must appear on all palletized freight.
- D. If you are unable to arrange for shipping with the designated carrier you must call G.O.I.'s shipping department (see E below)
- E. In the event of any questions please contact G.O.I.'s shipping department:  
 Tel: (212) 551 0429 or: (212) 551 0425; m7@goimod.com  
 Government of Israel / Ministry of Defense  
 800 Second Avenue, 11th floor  
 New York, NY, 10017  
 Attn: Dept.7
- G. Failure to Follow Instructions  
 Failure to comply with G.O.I.'s Shipping Instructions will make Seller responsible for any resulting damage or loss. Seller's compliance with these Shipping Instructions is a condition of G.O.I.'s obligation under the P.O. G.O.I. will not reimburse Seller for any charges (including, but not limited to, freight charges) resulting from Seller's failure to comply with these instructions. Any additional expenses incurred by G.O.I. as a result of Seller's failure to follow these instructions will be deducted by G.O.I. from G.O.I.'s payment to Seller for the items covered in this P.O. In the event the G.O.I. has already paid Seller's invoice, Seller hereby agrees to issue a check to G.O.I. as reimbursement for the amount of such additional expense. Use of an unauthorized carrier will result in G.O.I. refusing to pay for the freight charges. G.O.I. will require the carrier to bill Seller directly.

**Shipping Instructions (Cont.)**

Table D1: Carrier Selection (not for Special Materials)

No need to contact G.O.I. when using this table

Weight	State	Freight forwarder	Account Number	Contact Information
Less than 150 LB	All States	Fedex Ground	474949982	800-go-fedex www.fedex.com
150 to 10,000 LB	All States	YRC	G.O.I third party billing	Jenny Braun 800-610-6500 ext 9 52207 fax: 913-982-1972 jenny.braun@yrcw.com
More than 10,000 LB	All States	See Special Materials	_____	_____

\* Note: This table does not apply to Special Materials.

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Vendor: FireEye Inc.  
MOD Vendor ID: U5QHL3

**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

**General Instructions**

**General**

The acknowledgment copy, which is attached hereto, must be signed and returned immediately. This Purchase Order is not effective and shall not give rise to any payment obligation on the part of Buyer unless a signed acknowledgement has been returned to Buyer.

All prices are firm and fixed, not subject to change.

Shipments in excess of quantity ordered are prohibited unless otherwise provided herein.

Buyer shall have the right to return to Seller at Seller's expense any item(s) delivered prior to this Purchase Order having become effective. Alternatively, Buyer may (at its sole discretion) store the item(s) and charge Seller for the storage expenses incurred for the period until this Purchase Order becomes effective. In no event will Buyer process or pay any invoice for such item(s) until after the Purchase Order is effective.

**Partial shipment not allowed**

Partial shipment not allowed, unless otherwise authorized by Buyer in writing (a copy of such written authorization must be sent by Seller with its invoice). Absent written authorization, no payment will be made until Seller has completed all of its deliveries. Buyer will deduct from such payment the additional transportation expense incurred as a result of Seller's failure to follow Buyer's instructions. - APP042

**Export license by Buyer**

Export license to be obtained by Buyer. If a State Department export license is

**General Instructions (Cont.)**

required for the export of the items being procured under this purchase order then Interglobal Forwarding Services will be the shipper/exporter of such items. Seller shall be in default of its obligation under this Purchase Order with Buyer having no payment obligation to Seller if Buyer cannot obtain or maintain in force an export license because of Seller's suspension, debarment, violation of U.S. export control laws or any another Seller action/omission which causes the U.S. Government to deny or revoke the export license.  
(See also General Instructions- Entry into Effect).

**Payment provisions**

Supplier's failure to comply with all of the following instructions may delay processing of payment.

One copy of invoice mailed to our office.

Attention: Accounts Payable Department, with copies of shipping documents.

Invoice must be itemized. Item number(s) on invoice to be identical to item number(s) on this order.

Your invoice shall contain items only from this Purchase Order. It is prohibited to combine items from different purchase orders on one invoice.

An itemized packing list must be placed on the outside of each package indicating the invoice number for that shipment. In the event of missing documents or a discrepancy between Seller's itemized invoice, itemized packing list and/or the items listed in this order no payment will be made on the invoice in question until the discrepancy is resolved.

Seller's invoices must include the following certification: (name of seller) acknowledges that U.S. Government funds are being used by the Government of Israel to finance this purchase and certifies that the invoice(s) submitted with





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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

**General Instructions (Cont.)**

respect thereto are free from any material false statement or misrepresentation and do not omit any material facts.

Buyer will not pay invoices that do not include such certification.

In the event Seller delivers the deliverable item(s) prior to the applicable line item delivery date(s) forth in this purchase order, Buyer reserves the right not to begin processing Seller's invoice until the delivery date stated in this Purchase Order. Failure to deliver the item(s) by the required date(s) will subject Seller to Buyer's right of termination set forth in the terms and conditions.

**Vendor Certification**

Seller agrees that by signing this Purchase Order it is certifying that throughout the conduct of the solicitation leading to this Purchase Order no officer, director, employee, representative or agent of Seller offered to Buyer personnel, promised to Buyer personnel, or discussed with Buyer personnel:

- A) the future employment of (or business opportunity with) any Buyer personnel,
- B) the transfer of any money, gratuity or other thing of value to any Buyer personnel, and /or
- C) the transfer by any Buyer personnel to Seller of any proprietary or source selection information regarding this or any other procurement.

For purposes of the preceding sentence (and only for purposes of such preceding sentence) Buyer is defined so as to include officers in the Israeli Defense Forces. The prohibited conduct described above shall continue to be prohibited following the award of this Purchase Order.

Seller further certifies that except as disclosed to Buyer prior to Seller's signature of this Purchase Order, Seller does not currently employ any individuals or retain any agents who at any time within the past two years

**General Instructions (Cont.)**

were:

- A) employed by the Government of Israel Ministry of Defense (including but not limited to its Mission to the U.S., or
- B) officers on active duty in the Israeli Defense Forces.

Any breach by Seller of the certifications set forth above shall constitute a breach of Seller's obligation to Buyer under this Purchase Order. Such a breach shall entitle Buyer to terminate this Purchase Order without any Buyer liability to Seller (including the right to return items already delivered for a refund of amounts already paid).

**DCAA Contract Audit Services**

As a condition of FMF funding of the Purchase Order, the contractor agrees that Defense Contract Audit Agency (DCAA) contract audit services will be performed to ensure that the contractor is in compliance with the Defense Security Cooperation Agency (DSCA) Contractor's Certification and Agreement. DCAA will perform contract audit services in accordance with the Contractor's Certification. To insure contractor's compliance DCAA contract administrative and audit services will be provided over the life of the Purchase Order and will be coordinated with the Defense Contract Management Agency's International Logistics Office.

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**Entry into Effect**

This Purchase Order shall not be effective until the later of its signature by the authorized representatives of Buyer and Seller and return of the signed acknowledgment copy to the Buyer.



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Vendor: FireEye Inc.  
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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
Version: 0

**Terms and Conditions**

**Terms and Conditions**

These terms and conditions apply to the Purchase Order (the Order) of which they are a part, except to the extent that any one or more of such conditions are expressly modified, superseded or cancelled on the face of this Order. Acceptance of this Order must be strictly and exclusively in accordance with the terms stated herein. Additional or different terms proposed by Seller shall not become a part of this Order unless expressly agreed to by Buyer in writing.

1. Quality

Material to be supplied factory new except as otherwise specified. If item to be supplied by Seller differs in form, fit or function from the item requested by Buyer in the RFP, Seller must have notified Buyer in writing of this difference in Sellers proposal.

2. Inspection and Witness of Tests

(A) All goods shall be received at place of final destination, i.e., Israel, subject to Buyers right of inspection and rejection. Defective goods, goods not in accordance with Buyers specification, or goods in excess of those specified, will be held for Sellers risk, and if Seller so directs, will be returned at Sellers expense. If inspection discloses that part of the goods received are defective or are not in accordance with Buyers specifications, Buyer shall have the right to cancel any unshipped portion of the Order. Payments for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any claim that Buyer may have against Seller.

(B) If the Order specifies inspection and/or witness of tests by representative(s) of Buyer, Seller shall give Buyer due notice of the times and places thereof and shall, subject to any applicable governmental regulations, arrange for the admission of such representative(s) to the premises wherein the inspection and/or tests are to be made, and provide all reasonable facilities for same.

(C) Failure to make inspection or to witness tests, failure upon inspection or witness of tests to reject any part or all of the goods, or waiver of inspection or of witness of tests shall not relieve the Seller of its obligation to comply

**Terms and Conditions (Cont.)**

with the specifications and to maintain the guarantees or warranties forming a part of this Order, or otherwise applicable to the goods ordered.

3. Time of Shipment.

The schedule for shipment or delivery of the goods set forth in the Order is of the essence. If Seller cannot comply with such schedule, it shall so notify Buyer within 10 days of receipt of the Order, stating the best schedule it can offer.

4. Delays in Shipment or Delivery

If, after acceptance of the Order by Seller on the basis of the schedule for shipment or delivery set forth herein or any revision of such schedule approved by Buyer, it should become known to Seller that shipment or delivery will be delayed beyond such established schedule, Seller shall notify Buyer promptly, stating the reason for the delay, the portion of the goods affected thereby, and the expected extent of the delay.

Unless such delay in shipment or delivery is due to circumstances beyond Sellers reasonable control, and without Sellers fault or negligence, Buyer may terminate the Order without any liability, and the Seller shall reimburse Buyer for any loss or expense caused Buyer by such delay.

5. Payment

Unless otherwise specified in the Order, Buyer will make payment in U.S. Dollars within 30 days after receipt of Sellers invoice, packing list, evidence of shipment or delivery in accordance with Buyers instructions and such other documents as may be called for in the Order all in proper form.

6. Changes

Buyer shall have the right, by formal amendment to this Order, to require changes in the quantity, quality, or terms of delivery and shipment of the goods sold by Seller. Appropriate agreed to adjustments in the amount due or in the time of delivery required shall be reflected in the amendment. No changes shall be effective unless and until set forth in an amendment signed by the authorized representative of Buyer and Seller.

7. No Charges for Packing and Insurance

No charges are allowed for boxing, packing, crating and insurance, unless specifically provided for in the Order.



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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
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**Terms and Conditions (Cont.)**

8. Assignment

Seller shall not assign or subcontract its obligations under this Order or any interest therein (except subcontracts for parts or components), in whole or in part, to a third party without the prior written approval of Buyer.

9. Warranty

(A) Seller warrants that the goods, articles, materials and work (the goods) supplied

- (1) will be free from defects in material, design, and workmanship.
- (2) will be as called for in Buyers Order and in any specifications incorporated in said Order by reference or otherwise, and
- (3) will meet any performance guarantees set forth in the Order or in said specifications or published by Seller as applicable to the goods ordered.

(B) Seller shall modify, repair or replace any part or all of the goods which, within 12 months from the date placed in service or within 18 months from the date of shipment (whichever period expires first),

- (1) proves to be defective in either design, material or workmanship, or
- (2) proves not to be as called for in the Order and on any specification incorporated therein by reference or otherwise, or
- (3) having been properly installed, operated, and maintained, fails to function properly or fails upon test under proper test under proper conditions, to meet any performance guarantees set forth in the Order or in said specifications or published by Seller as applicable to the goods ordered.

The decision whether to modify, repair or replace shall be by mutual agreement. All expenses of returning any part or all of the goods to the Seller for examination, modification or repair shall be for the account of Seller.

Unless otherwise agreed by Buyer, any modifications or repair shall be made at, and any replacement shall be provided from, Sellers regular establishment(s) in the U.S. and any modified, repaired or replaced goods or parts thereof shall be delivered free of cost to Buyers U.S. warehouse and properly prepared for shipment to foreign destination.

(C) Seller warrants that all goods ordered by Buyer which correspond to or are

**Terms and Conditions (Cont.)**

identical with goods sold by Seller to the United States Government or agencies thereof shall be manufactured and tested for Buyer pursuant to those specifications and standards required by the U.S. Government, unless otherwise specified herein.

10. No Commissions.

Seller represents and warrants that no element of the Order includes any commission or other contingent fees. In the event the DSCA at any time reduces the amount of the FMF funding approval for this Order because of any issue related to the payment of a commission or contingent fee (including a commission or contingent fee certified by Seller as being paid out of unrelated corporate funds), Buyer shall, in addition to its other rights under the Order, reduce the Order price by the amount of the FMF funding reduction in FMF funding (i.e., Seller will absorb the amount of the FMF funding reduction in the form of a lower price for the deliverable items). If Buyer has already paid Sellers invoice for the deliverable items, Seller shall refund to Buyer (by sending a check to the DSCA made payable to the U.S. Treasury for deposit into Buyers FMF trust account) the amount of the FMF funding reduction. If Seller does not execute the refund within 10 days of Buyers notification to Seller of the need for such a refund, Buyer shall be entitled to offset this amount against invoices due and owing to Seller for other purchase orders.

11. Patent / Copyrights / Trademarks.

Seller warrants that the goods purchased hereunder do not infringe any applicable letters patent, copyrights and/or trademarks and Seller agrees to indemnify, hold harmless and protect the Buyer and/or the Israeli end-users from all infringement claims.

12. Taxes.

Prices are all inclusive. Buyer shall not be responsible for any sales, use, excise or other taxes,

13. Governing law.

This Order is made pursuant to and is to be governed by the law of the State of New York.

14. Termination in Certain Circumstances.



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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
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**Terms and Conditions (Cont.)**

- (A) In addition to Buyer's right of termination as set forth in Paragraph 4 above, and any other rights of termination which Buyer may have under law if Seller ceases to conduct its operation in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or if a receiver for Seller is appointed or applied for, or if any assignment for benefit of creditors is made by Seller, Buyer may terminate the Order without liability except for delivery of goods previously made or for such goods then completed and subsequently delivered in accordance with the terms of the Order.
- (B) A termination for convenience by Buyer shall be governed by the principles set forth in section 52.249-2 of the May 2004 edition of the U.S. Government Federal Acquisition Regulations.
- (C) In the event of a breach by Seller of the representations and/or certifications contained in this Order, Buyer shall have the right to terminate this Order (with no liability to Seller) and return to Seller items previously delivered for a full refund of amounts previously paid.
- (D) Seller is fully responsible for maintaining the U.S. content percentage set forth in Seller's proposal. All costs associated with maintaining the U.S. content percentage (i.e., shifting additional work to the U.S.) shall be Seller's responsibility and shall not be reimbursed by Buyer. In the event Seller fails to maintain such U.S. content percentage and because of such failure the DSCA suspends or revokes, in whole or in part, its FMF funding approval, Seller shall be deemed to be in material breach of its obligations under this Order and Buyer shall be entitled to return all items previously delivered (including finally accepted items) for full refund of all amounts previously paid by Buyer to Seller with no further Buyer financial obligations to Seller.

15. Confidentiality

No information concerning this Order shall be released by Seller without the prior written consent of Buyer.

16. Entire Agreement.

**Terms and Conditions (Cont.)**

The Order, including these terms and conditions and any other documents which are a part thereof, constitutes the entire understanding between Buyer and Seller with respect to the purchase and sale of the goods ordered, and supersedes any previous negotiation, commitments and writing with respect thereto. Any amendment to this Order shall not be effective unless set forth in writing and signed by the authorized representatives of Buyer and Seller. Seller agrees that

- i) the DSCA FMF Guidelines for Direct Commercial Contracts and
- ii) the DSCA Contractors Certification and Agreement are a material part of this Order and that a breach of the Guidelines or the Certification shall constitute a breach of Seller's obligations to Buyer.



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**Purchase Order 4440634446 (Cont.)**

Buyer's Name: Buyer D12  
 Version: 0

**Purchase Order Signature**

Seller's signature must be by a Seller official other than the two Seller officials who signed the DSCA Contractor's Certification.  
 The Seller certifies that the original signed Contractor's Certification previously submitted to Buyer is still valid and without changes.

Government of Israel Ministry of Defense Mission to the U.S.A.	Seller Must Sign
<p>**** Signed by Computer ****</p> <p><u>RINA ZITSER</u> Treasurer</p> <p><u>MOSHE ZEIRA</u></p>	<p>We hereby acknowledge and accept this purchase order in accordance with the Terms and Conditions set forth herein including the certifications set forth above</p> <p>DocuSigned by:                    (Signature ID: 48E...)</p> <p><u>Jill Passalacqua</u>                  (typed name)</p> <p><u>Senior Director - Legal</u>                  (title)</p> <p><u>1/28/2015</u>                  (date)</p>

**\*\*\* End of Purchase Order No. 4440634446 (Ver. 0) \*\*\***

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