END USER LICENSE AGREEMENT

Ver. 21APR17

This **END USER LICENSE AGREEMENT,** together with all Exhibits (the **"Agreement")** is an agreement between the purchaser and/or licensee of Trustwave Products (the "**Customer**") and Trustwave Holdings, Inc., a Delaware corporation with a place of business at 70 W. Madison St., Suite 600, Chicago, IL 60602 ("**Trustwave**"). The terms and conditions of this Agreement apply to the Trustwave Products provided by Trustwave, hereunder.

Trustwave is willing to license the Software and the Documentation to Customer on the condition that Customer accepts all of the terms in this Agreement. By entering Customer's initials in the acceptance box, or downloading, installing, copying or using the accompanying version of the Software, Customer is consenting to be bound by the terms of this Agreement. The person indicating Customer's assent to the terms of this Agreement represents that he or she has the authority to bind Customer to this Agreement. If Customer has entered into a separate, pen-signed agreement with Trustwave governing Customer's rights to the Trustwave Products indicated in the Purchase Order, then that pen-signed agreement (and not this Agreement) will govern Customer's rights to the Software.

1.   Definitions. Unless otherwise defined herein, capitalized terms as used in this Agreement have the meanings set forth in Exhibit B attached hereto.

2.   License.

2.1   License Grant. Subject to the terms and conditions of this Agreement, and to the extent all fees are paid, Trustwave grants to Customer a worldwide, non-exclusive, non-transferable, limited, personal license, without the right to grant sublicenses, for the Term set forth on a Purchase Order or in the online purchasing console, to reproduce the Software and Documentation solely as necessary to install and use the Software, and solely (i) for its intended an permitted use as identified by Trustwave, (ii) in accordance with the Documentation and this Agreement (including the limitations on the number of Workstations and/or User licenses set forth on a Purchase Order or in the online purchasing console), (iii) for Customer's internal business purposes, and (iv) in compliance with all applicable laws. Customer may make one (1) copy of the Software solely for backup or archival purposes; *provided, however*, that Customer shall reproduce, on any such copy of the Software, Trustwave's copyright notice and any other proprietary rights notices or logos that appear in the original Software.

2.2   Restrictions on Use. Customer acknowledges that the Software and its structure, organization, and source code constitute valuable trade secrets of Trustwave and its suppliers. Accordingly, Customer shall not, nor shall it permit, assist or encourage any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Software or Documentation; (ii) merge the Software with other software; (iii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (iv) make available the Software via an outsourcing, timesharing, service bureau, or other arrangement; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or unbundle any of the programs embedded in the Software; (vi) publish results of any program benchmark tests without Trustwave's prior written consent; (vii) exceed the permitted number of Workstations and/or Users; (viii) remove any proprietary notices on or relating to the Software; (ix) permit any third party application to access the collection of data indexed by the Software; or (x) otherwise exercise any rights in or to the Software or the Documentation except as expressly permitted hereunder.

2.3   Open Source Software. The Software includes separate and distinct code, the "Open Source Software" that is licensed to Customer under the terms of the applicable GNU General Public License and the GNU Lesser General Public License (collectively, the "Open Source Licenses"). There are no license fees associated with the Open Source Software. The Open Source Licenses are included in the documentation for the Software. To the extent the terms of this Agreement differ from the Open Source Licenses, these terms are offered by Trustwave alone and not by any other party. Unless expressly addressed in this Agreement, these terms do not replace or alter your rights or obligations under the Open Source Licenses with respect to the Open Source Software.   Upon request Trustwave will make available to you the source code for the Open Source Software. The GNU General Public License and the GNU Lesser General Public License can be viewed at http://www.gnu.org/licenses/gpl.html and http://www.gnu.org/licenses/lgpl.html, respectively.

The following terms and conditions are applicable only to the Open Source Software: i) Customer may copy and distribute the Open Source Software in object code or executable provided that Customer also does one of the following: a) Accompany the Open Source Software with the complete corresponding machine-readable Open Source Software source code, which must be distributed verbatim as received, provided that a conspicuous and appropriate copyright notice and disclaimer of warranty is published on each copy on a medium customarily used for software interchange; or, b) Accompany the Open Source Software with a written offer to give any third party, for a charge no more than the cost of physically performing source distribution, a complete machine-readable copy of the corresponding Open Source Software source code, to be distributed verbatim as received, provided that a conspicuous and appropriate copyright notice and disclaimer of warranty is published on each copy on a medium customarily used for software interchange; ii. The Open Source Software source code contains the copyright notices and disclaimer of warranty consistent with the requirements of this section.

3.   Delivery, Installation, and Acceptance. The Software will be deemed irrevocably accepted upon delivery of Software.

4.   Maintenance.

4.1   In the event Customer purchases Maintenance with a license, as identified on a Purchase Order or online purchasing console, Maintenance shall commence on the Effective Date of the Agreement and remain in effect for the duration of the Maintenance Term specified in a Purchase Order accepted by Trustwave or the online purchasing console. Thereafter, subsequent terms of Maintenance may be purchased by Customer via a subsequent Purchase Order accepted by Trustwave or electing such Maintenance in the online purchasing console. All subsequent terms of Maintenance shall be subject to the terms and conditions of this Agreement. Trustwave reserves the right to suspend or refuse to provide Maintenance while any accrued Maintenance Fees remain unpaid. If Customer elects not to extend the Maintenance Term or Trustwave elects not to generally make Maintenance available to its customers, the terminating party shall notify the other party in writing of its intent to terminate Maintenance no less than sixty (60) days before the expiration of the then-current Maintenance Term. In the event Customer terminates Maintenance, Trustwave may, in its discretion, refuse to provide any future Maintenance to Customer.

4.2   After the initial maintenance term, maintenance shall automatically renew for additional one year periods. Maintenance fees for such annual renewal periods shall increase by the greater of the (i) U.S. Department of Labor Consumer Price Index (CPI) at time of renewal or (ii) 3.5% of the preceding annual maintenance fee.

5.   Payment.

5.1   **Invoice**. In consideration for the license granted, hereunder, and any other services provided, hereunder, Trustwave will invoice Customer (in the case of direct sales) or will invoice the Reseller from which Customer purchased the Software (in which event subsections 5.3 and 5.4 will not apply to Customer).

5.2   **Additional Workstations; Users**. If at any time during the Term, Customer desires to increase the number of Workstations or Users for the Software in excess of the number of Workstations or Users specified in the most current Purchase Order or in the online purchasing console, additional Workstations or Users may be purchased by Customer via a subsequent Purchase Order accepted by Trustwave or in the online purchasing console. Customer may not increase its use of the Software until Trustwave accepts any such Purchase Order or request in the online purchasing console.

5.3   **Payment Terms**. All Fees are due within thirty (30) days of the date of Trustwave's invoice and are non-refundable. All payments to Trustwave must be made in U.S. Dollars. Any portion of the Fees payable to Trustwave that is not paid when due shall accrue interest at eighteen percent (18%) per year or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Customer shall be responsible for the cost of any collection activity, including reasonable attorneys' fees.

5.4   **Taxes**. The Fees exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Customer shall be responsible for payment of all such taxes (other than taxes based on Trustwave's net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software to Customer. Customer shall defend, indemnify, and hold harmless Trustwave from all claims and liability arising from Customer's failure to report or pay any such taxes, fees, duties or charges.

6.   Warranty; Disclaimer.

6.1   **LIMITED WARRANTY:** The Software is warranted to substantially conform to its published specifications, as those exist on the date of delivery to the end user of the Software, for a period of ninety (90) days from the date of delivery or as otherwise agreed in writing by Trustwave. Trustwave's sole obligation under this warranty shall be limited to use of commercially reasonable efforts to correct the Software as soon as practical after licensee has notified Trustwave in writing of nonconformance.

6.2   **Disclaimer**. Except as expressly set forth above, the Software, the Documentation, the Maintenance, and any other services that may be provided by Trustwave to Customer are provided "AS IS" without any warranty of any kind. Trustwave, on behalf of itself and its suppliers, hereby expressly disclaims all other warranties with regard to the Software, the Documentation, the Maintenance, and any other services, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and noninfringement and any warranties arising out of course of dealing or course of performance. Trustwave does not warrant that Customer's use of the Software shall be error-free, uninterrupted, virus-free, or secure. Customer acknowledges that it has relied on no other warranties and that no other warranties are made herein by Trustwave or any of Trustwave's suppliers. Some states

or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to Customer. To the maximum extent permitted by applicable law, any implied warranties are limited to thirty (30) days

6.3 NO WARRANTY – OPEN SOURCE SOFTWARE

i. BECAUSE THE OPEN SOURCE SOFTWARE IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE OPEN SOURCE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE OPEN SOURCE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE OPEN SOURCE SOFTWARE IS WITH CUSTOMER. IN THE EVENT THE OPEN SOURCE SOFTWARE PROVE DEFECTIVE, CUSTOMER ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

ii. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE OPEN SOURCE SOFTWARE AS PERMITTED HEREUNDER, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN SOURCE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE OPEN SOURCE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.   Limitation of Liability. IN NO EVENT WILL TRUSTWAVE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILTIY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF TRUSTWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMANGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRUSTWAVE OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THIS AGREEMENT. IN NO EVENT SHALL TRUSTWAVE'S OR ITS LICENSOR'S AGGREGATE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE FEES ACTUALLY RECEIVED BY TRUSTWAVE PURSUANT TO THIS AGREEMENT. THE WARRANTY AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF TRUSTWAVE'S BARGAIN HEREUNDER, AND CUSTOMER ACKNOWLEDGES THAT TRUSTWAVE WOULD NOT BE ABLE TO PROVIDE THE PRODUCT TO CUSTOMER ABSENT SUCH LIMITATIONS. IN THOSE STATES AND JURISDICTIONS THAT DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, TRUSTWAVE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW. CUSTOMER UNDERSTANDS AND AGREES THAT USING THE SOFTWARE AND/OR RECEIVING THE PROFESSIONAL SERVICES DOES NOT GUARANTEE CUSTOMERS'S PCI COMPLIANCE OR THAT CUSTOMER'S INFORMATION SYSTEMS WILL BE SECURE.

8.   Term and Termination.

8.1   Term. This Agreement shall become effective as of the Effective Date and, unless earlier terminated as provided herein, shall continue for the Term set forth in a Purchase Order or in the online purchasing console.

8.2   Termination. Either party may terminate this Agreement, in whole or in part, if the other party breaches any material provision of this Agreement and does not cure such breach within thirty (30) calendar days after receiving written notice thereof.

8.3   Effects of Termination. Upon expiration or termination of this Agreement for any reason: (i) any amounts owed to Trustwave under this Agreement prior to such expiration or termination shall be immediately due and payable; (ii) all licensed rights granted in this Agreement shall immediately terminate; (iii) Customer, its Affiliates, and any Third Party Agents must promptly discontinue use of the Software and erase all copies of the Software from the computers of Customer, its Affiliates, and any Third Party Agents; (iv) Customer, its Affiliates, and any Third Party Agents will return to Trustwave or, at Trustwave's request, destroy all copies of the Software, Documentation and Trustwave Information in the possession or control of Customer, its Affiliates or any Third Party Agents, and certify in writing to Trustwave that each has fully complied with these requirements; and (v) Customer shall pay Trustwave as a cancellation fee and not as a penalty, an amount equal to the sum of any unpaid fees for the remainder of the then-current term.

8.4   Survival. Sections 2, 5, 6, 7, 8, 10, 11.4 and 11.5 together with any accrued payment obligations, shall survive expiration or termination of this Agreement for any reason.

9.   Confidentiality.

9.1   Trustwave Information; Right to Disclose. Except as otherwise expressly provided in this Section 9.1, Customer shall protect and keep confidential all Trustwave Information. Customer shall use the Trustwave Information only for the purposes contemplated by this Agreement. Customer may disclose Trustwave Information only (i) as necessary for

its use of the Software in accordance with this Agreement to Customer's employees or Third Party Agents who have agreed in writing to maintain such information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that Trustwave is provided sufficient written notice to request a protective order.

9.2 **Customer Information; Right to Disclose**. Except as otherwise expressly provided in this Section 9.2, Trustwave shall protect and keep confidential all Customer Information, and shall use Customer Information only for the purposes contemplated by this Agreement and for purposes of improving and enhancing the Software. Trustwave may disclose Customer Information only (i) as necessary to support Customer's use of the Software in accordance with this Agreement to Trustwave's employees or third party agents who have agreed in writing to maintain customer information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that Customer is provided sufficient written notice to request a protective order.

9.4 **Aggregate Use of Data.** Trustwave and its licensors or suppliers may collect information relating to activities on Customer's network (the "Data") including, but not limited to, network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. Trustwave and its licensors or suppliers retains the right to use the Data or aggregations thereof for any reasonable purpose, provided such Data does not contain information identifying Customer or disclose any of Customer's confidential information.

9.5 **Exceptions**. Sections 9.1 and 9.2 above shall not apply to information of the disclosing party that (i) is or becomes generally available to the public other than through a wrongful act of the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it to the receiving party; or (iii) is independently developed by the receiving party, its employees or third party contractors without access to or use of the disclosing party's confidential information.

10. **Proprietary Rights.** The Software, the Documentation and all Intellectual Property Rights therein, are the exclusive property of Trustwave and its licensors or suppliers, respectively. All rights in and to the Software, the Documentation and Trustwave's other Intellectual Property Rights not expressly granted to Customer in this Agreement are reserved by Trustwave or its licensors or suppliers. Nothing in this Agreement shall be deemed to grant, by implication, estoppel or otherwise, a license under any of Trustwave's existing or future Intellectual Property Rights. Customer shall not remove, alter, or obscure any proprietary notices (including without limitation copyright or trademark notices) of Trustwave on the Software or the Documentation or any copy thereof.

11. **General.**

11.1 **Customer Lists; Press Releases**. In consideration of the license granted hereunder, Trustwave may publicly identify Customer solely as a Trustwave customer (without reference to specific Software licenses). Any other publicity by either party shall require prior written approval from the other party.

11.2 **Export Restrictions**. Customer agrees to comply with U.S. export control laws, regulations and requirements. Without limiting the generality of the foregoing, hardware, Software, technology or services provided under this Agreement may not be exported, re-exported, transferred or downloaded: (i) to or within (or to a national resident of) countries under U.S. economic embargo; (ii) to persons or entities listed on the U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern or on any U.S. Treasury Department Designated Nationals exclusion list, or to parties directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CFR 744). Customer acknowledges and agrees that it is not located in (or a national resident of) any country under U.S. economic embargo, not identified on any U.S. Department of Commerce Denied Persons List, Entity List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations. Customer is responsible for complying with applicable laws and regulations in all countries with jurisdiction over Customer activities authorized by this Agreement, and for obtaining export, re-export and import authorizations that may be required due to these activities. Customer's violation of applicable export control laws, regulations and requirements is a breach of this Agreement for which Trustwave may terminate, or suspend performance of, this Agreement. Customer agrees to indemnify Trustwave against any damages Trustwave incurs as a result of such violation.

11.3 **United States Government Customers**. If the Software is acquired by or on behalf of a unit or agency of the United States government, the following terms shall apply. Trustwave Software (i) is existing computer software, and was developed at private expense, (ii) is a trade secret of Trustwave for all purposes of the Freedom of Information Act, (iii) is "commercial computer software" subject to limited utilization as expressly stated in this Agreement, and (iv) in all respects is proprietary data belonging to Trustwave. Trustwave reserves all rights to the Software under the copyright law of the United States. For civilian agencies and entities acquiring Software under a GSA Schedule, the Software is licensed only with "Restricted Rights" and use, reproduction or disclosure is subject to restrictions set forth in subparagraph (a) through (d) of the Commercial Computer Software – Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations and its successors. For units of the United States Department of Defense ("DoD"), the Software is licensed only with "Limited Rights" and use, duplication, or disclosure is subject to restrictions as set forth in subdivision (b)(3) of the Rights in Technical Data and Computer Software clause at 252.227-7013 of the DoD Supplement to the Federal Acquisition Regulations and its successors.

11.4   Audit Rights.   Upon Trustwave's written request, Customer shall furnish Trustwave with a signed certification verifying Customer's use of the Software in compliance with the provisions of this Agreement. Upon Trustwave's advanced written notice, Customer shall permit Trustwave or its representatives to review Customer's relevant records and inspect Customer's facilities. Any such audit shall be conducted at Trustwave's expense, unless the audit reveals that Customer has breached any provision of this Agreement or has underpaid for the Software, in which case Customer shall (i) reimburse Trustwave for all reasonable costs and expenses incurred by Trustwave in connection with such audit and (ii) pay all additional Software Fees to Trustwave found to be due through the audit.

11.5   Assignment / Subcontracting. Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under the Agreement to any third party without Trustwave's written consent. Any attempted assignment or transfer in violation of the foregoing shall be null and void. Trustwave shall have the right to freely assign the Agreement. Customer's consent shall not be required for Trustwave to assign this agreement to its parent company, wholly owned subsidiary or to its successor as the result of a sale of substantially all of its assets, a merger or acquisition. Customer hereby acknowledges and agrees that Trustwave may subcontract certain services provided to Customer, including without limitation hosting and cloud services which may be provided on third party infrastructure.

11.6   Notices. All notices, consents, and approvals under this Agreement must be delivered to the other party, in writing, by reputable overnight courier or certified or registered United States mail (postage prepaid and return receipt requested). If to Customer, notices shall be sent to the address set forth in the most recent Purchase Order or in the online purchasing console. If to Trustwave, notices shall be sent to the address set forth at the beginning of this Agreement, attention: Legal Department. Notice shall be effective the next business day or three business days after being deposited in the mail, respectively. Either party may change its address by giving written notice of the new address to the other party, in accordance with this Section 11.6.

11.7   Remedies. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of Trustwave, that any actual or threatened breach of this Agreement constitutes immediate, irreparable harm to Trustwave for which monetary damages would be an inadequate remedy. Customer acknowledges that injunctive relief is an appropriate remedy for such breach.

11.8   Special Terms for Certain Software Products.

(a)   DLP Products. Customer acknowledges that Trustwave is a party to a certain distribution agreement with Oracle USA, Inc. ("**Oracle**"), effective January 1, 2008, (the "**Oracle Agreement**"), for certain software components embedded in the following Software versions: 7.5 and 8.x (of Monitor, Protect and Discover); 1.1, 1.2.1 and 1.3 (of Edge) (the "**Affected Versions**"). Under the Oracle Agreement, Oracle requires Trustwave to include certain provisions within its end-user software license agreements solely with respect to the Affected Versions. Therefore, the parties acknowledge and agree that with respect to Customer's use of the Affected Versions, the following provisions shall apply and shall supersede conflicting provisions in this Agreement, if any: (i) Customer may not publish any results of any benchmark tests run on the Affected Versions; (iii) In the event Trustwave performs an audit of Customer's records,, such results may be shared by Trustwave with Oracle; and (iv) Oracle shall be a third party beneficiary to the Agreement.

(b)   SWG, WAF, WFR, WebMarshal. Customer Feedback Module ("CFM") shall mean the function installed used to transmit selective Web request data or Internet usage information (e.g., Internet URLs and IP addresses the Software comes in contact with), and Software configuration and filter results ("Feedback Information") to TRUSTWAVE's server for: enhancement of the URL library(ies) and related categories used by TRUSTWAVE for the purpose of filtering and reporting; statistical analysis; product testing, development and management; and protocols for activities such as back-up, archiving and disaster recovery. For example, TRUSTWAVE may gather information relating to the sites requested by Customer's end users and may be able to obtain the 'most viewed' uncategorized URLs captured by the product. TRUSTWAVE will not intentionally collect any personal information as part of this process. However, it is possible that some of Customer's or Customer's end users' personal information may be contained in the URLs collected by the CFM and sent to TRUSTWAVE. At no time will any personally identifiable Feedback Information collected be released publicly, nor will the Web request data be used for any purpose other than as limited above. If Customer decides it does not want Feedback Information sent to TRUSTWAVE via the CFM, Customer should manually disable the CFM. Except as provided herein, TRUSTWAVE will only disclose the Feedback Information to TRUSTWAVE's employees or agents who have a need to know and who have been informed of the confidential nature of the information and of their obligation not to disclose or use such Feedback Information.

11.9   Miscellaneous. This Agreement shall be governed by the laws of the State of Delaware without regard to any of its conflicts of law provisions that would require the application of the laws of a different state. Any controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration tribunal will consist of a single arbitrator mutually agreed by the Parties, or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to the AAA, designated by the AAA. The place of arbitration shall be Chicago, Illinois. The governing law applied to this Agreement by the arbitral tribunal shall be the laws of Delaware. The arbitral award will be final and binding. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. The arbitration proceedings contemplated by this Section will be as confidential and private as permitted by law. To that end, the Parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section, and materials submitted in connection with such proceedings will not be

Trustwave End User License Agreement

admissible in any other proceeding, provided, however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitral award, and will not bar disclosures required by law. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act applies to this Agreement. This Agreement represents the complete and exclusive statement of mutual understanding of the parties in regard to the subject matter herein and the Trustwave Products indicated in the Purchase Order, and takes precedence over all previous agreements relating to same. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. No oral or written representation that is not expressly contained in this Agreement is binding on Trustwave or Customer. No amendment to this Agreement shall be binding on either party unless in writing and signed by both parties. For purposes of clarification, the parties acknowledge and agree that any terms and conditions printed on a Purchase Order, or other purchase document, shall not be considered part of this Agreement or binding on either party unless such terms are included by a Reseller or Customer at Trustwave's specific direction.   If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. .

11.10   Specific Provisions for Beta Test Products. Notwithstanding any provision to the contrary, to the extent Trustwave provides any beta Test Products: (a) such Beta Test Products are provided to Customer "as-is" and with all faults, and Trustwave will not provide any maintenance or support services for Beta Test Products; (b) Trustwave disclaims any and all warranties with respect to Beta Test Products, and (c) Trustwave will not have any liability whatsoever with respect to Beta Test Products. During the Term of this Agreement, if requested by Trustwave, Customer will provide feedback to Trustwave regarding the Beta Test Products, including error or bug reports and Customer hereby assigns to Trustwave all right, title and interest in and to such feedback. Customer will discontinue any use of, and destroy any copies of, any and all Beta Test Products, upon the earlier of: (x) notice from Trustwave, (y) thirty (30) days after Trustwave's first commercial shipment of the commercially released Software replacing the Beta Test Products, or (z) the time-out date for the Beta Test Products. Customer acknowledges that the Beta Test Products may include a time bomb that causes the Beta Test Products to cease operation as of the time-out date.

Exhibit A

Maintenance Terms

1.   **Definitions.** As used in this Exhibit A, capitalized terms have the meanings set forth in Exhibit B.

2.   **Maintenance Provided.** Maintenance for Supported Program(s) will be in accordance with Trustwave's TAC Support Guide.

2.1   **Resolution of Errors.** Trustwave shall use commercially reasonable efforts to provide a Resolution to the Supported Program.

2.2   **Travel, Living and Other Expenses.** Maintenance provided hereunder shall be provided at Trustwave's principal place of business unless otherwise agreed in writing by the parties. If Customer requests that Trustwave send personnel to Customer's facility to resolve any Error in the Supported Program, Customer shall pay Trustwave's reasonable travel, meals and lodging expenses. Under such circumstances, Customer shall also pay actual costs for supplies and other expenses reasonably incurred by Trustwave, which are not of the sort normally provided or covered by Trustwave, provided that Customer has approved in advance the purchase of such supplies and other expenses. If Customer so requires, Trustwave shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

2.3   **Exceptions.** Trustwave shall provide Maintenance only for the Supported Program(s). Trustwave shall have no responsibility under the Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification of the Supported Program (in whole or in part); (b) use of the Supported Program in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Trustwave; excessive heating; fire and smoke damage; operation of the Supported Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.   Any corrections performed by Trustwave for such Errors shall be made, in Trustwave's reasonable discretion, at Trustwave's then-current time and material charges.

3.   **Software Releases.** Trustwave shall provide Software Releases as and when developed for general release in Trustwave's sole discretion so long as Trustwave has received the applicable Maintenance Fees.

4.   **Customer Responsibilities.**

4.1   **Supervision and Management.** Customer is responsible for undertaking the proper supervision, control and management of its use of the Supported Programs, including, but not limited to: (a) assuring proper Supported Environment configuration, Supported Programs installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

4.2　Training. Except as may be set forth in a Purchase Order or in the online purchasing console, Customer is responsible for contacting Trustwave or the Reseller, as the case may be, for training of all appropriate personnel in the installation, administration, operation and use of the Support Programs and associated equipment.

4.3　Access to Personnel and Equipment. Customer shall provide Trustwave with access to Customer's personnel and its equipment during Support Hours. This access must include the ability to remotely access the equipment on which the Supported Programs are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. Customer will provide information to Trustwave, as reasonably requested by Trustwave, for the purpose of enabling remote access. Based on such information, Trustwave shall inform Customer of the specifications of the remote access methods available and associated software needed, if any, and Customer shall be responsible for the costs and use of said equipment.

1.   **"Affiliate"** means an entity that controls, is controlled by, or is under common control with Customer, where "control" means ownership of more than 50% of the outstanding voting securities.

2.   "**Beta Test Product"** means hardware, software, or a combination thereof, that is offered to Customer at no cost prior to general release to Trustwave's customers for the purpose of allowing Customer to test the functionality of such new products.

3.   **"Customer Information"** means confidential non-public information of Customer concerning its network traffic, employees and agents.

4.   **"Documentation"** means the manuals provided to Customer with respect to the Software, in hard copy or electronic form, which may be updated from time to time in Trustwave's sole discretion.

5.   **"Effective Date"** means the date on which Trustwave electronically delivers the Software license key information to Customer.

6.   **"Error"** means a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially as described in the Documentation.

7.   **"Fees"** means, collectively, all amounts payable by Customer, or by a Reseller on behalf of Customer, to Trustwave pursuant to the Agreement.

8.   **"Hotfix Release"** means a new version of the Software with specific "bug-fix" features and which are signified by a number preceded by a dash, following the second number after the period of a Major Release (e.g., "X.yz**-a**").

9.   **"Intellectual Property Rights"** means all existing and future worldwide copyrights, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

10.   **"Maintenance"** means the support services described in Exhibit A.

11.   **"Maintenance Fees"** means fees payable by Customer, or by a Reseller on behalf of Customer, to Trustwave for any Maintenance provided to Customer under this Agreement.

12.   **"Maintenance Release"** means a new version of the Software with improved or fixed features and which are signified by a second number, or a change of the second number, to the right of the period of a Major Release (e.g., "X.y**z**.")

13.   **"Maintenance Term"** means the one year period beginning on the Effective Date of a perpetual license grant and for any termed licensed, the period indicated in a Purchase Order or in the online purchasing console.

14.   **"Major Release"** means a new version of the Software with major new functionality features or significant enhancements to existing Software products and which are signified by a single number (e.g., "**X**").

15.   **"Minor Release"** means a new version of the Software with minor new features and which are signified by a number, or a change of the number, to the right of the period of a Major Release (e.g., "X.**y**").

16.   **"Professional Services"** means the Software-related, non-Maintenance services that may be provided, to Customer, as set forth in a Purchase Order and described in such Purchase Order or a Statement of Work.

17.   **"Professional Services Fees**" means fees payable by Customer, or by a Reseller on behalf of Customer, to Trustwave, for any Professional Services provided to Customer under this Agreement.

18.   **"Purchase Order"** means a purchase order that accurately describes Customer's order(s) of Trustwave Products, hereunder in accordance with Trustwave procedures and is provided by Customer, or by a Reseller on behalf of Customer, to Trustwave.

19.   **"Reseller"** means a third party that has entered into a reseller or distribution agreement with Trustwave and is authorized to resell or distribute Trustwave Products.

20. **"Resolution"** means a modification or workaround to the Supported Program or Documentation, or other information provided by Trustwave to Customer intended to resolve an Error.

21. **"Software"** means Trustwave's proprietary commercial computer software program(s) in executable code form only, which may be licensed to Customer, and which is specifically identified in a Purchase Order.

22. **"Software Fees"** means fees payable by Customer, or by a Reseller on behalf of Customer, to Trustwave, for any Software licensed to Customer under this Agreement.

23. **"Software Releases"** means the Software program updates Trustwave makes generally available to all customers who purchase Maintenance, and which include any (i) Major Release, (ii) Minor Release, (iii) Maintenance Release or (iv) Hotfix Release generally made available by Trustwave during the term of such Maintenance. The term Software Release shall not include any product which Trustwave licenses separately and does not make generally available to its customers.

24. **"Support Hours"** shall be as described in Trustwave's TAC Support Guide.

25. **"Statement of Work"** or **"SOW"** means the fully executed documentation that describes Professional Services Trustwave will provide to Customer.

26. **"Supported Environment"** means the configuration of the hardware and the operating system(s) for which the Software is created to operate or depend.

27. **"Supported Program"** means the then-current Major Release and the immediately preceding Major Release of the Software.

28. **"TAC Support Guide"** mean Trustwave's most current version of the Technical Assistance Center Support Guide available at https://www3.trustwave.com/support/Trustwave_TAC_Support_Guide.pdf.

29. **"Term"** means the term of Customer's license to use the Software as set forth in a Purchase Order or in the online purchasing order.

30. **"User"** means an individual accessing Customer's electronic network.

31. **"Trustwave Information"** means all information relating to the Software, the Documentation and any information concerning Trustwave's technology or business that is furnished to Customer hereunder.

32. **"Trustwave Products"** means all product offerings offered by Trustwave including, but not limited to, the Software, Maintenance, Professional Services and Trustwave Training.

33. **"Trustwave Training"** means the Software-related training courses offered by Trustwave.

34. **"Trustwave Training Fees"** means the fees payable by Customer, or by a Reseller on behalf of Customer to Trustwave for any Trustwave Training provided to Customer under this Agreement.

35. "**Warranty Period"** means the ninety (90) day period immediately following the Effective Date.

36. **"Workstation"** means a single end-user computer device that is generally intended to be accessed by one person at a time.