

Commercial Supplier Agreement

October 12, 2021

This **Commercial Supplier Agreement**, together with all Exhibits ("**Agreement**") is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Trustwave Holdings, Inc., and subsidiaries ("Trustwave" or "Supplier") with its principal place of business at 70 W. Madison St., Suite 600, Chicago, IL 60602, USA. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software") and the Supplier documentation made available for use with such software. "You" or "Customer" or "Licensee" means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time.

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, 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, 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. Thereafter, subsequent terms of Maintenance may be purchased by Customer via a subsequent Purchase Order accepted by

Trustwave. All subsequent terms of Maintenance shall be subject to the terms and conditions of this Agreement.

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, additional Workstations or Users may be purchased by Customer via a subsequent Purchase Order accepted by Trustwave. Customer may not increase its use of the Software until Trustwave accepts any such Purchase Order.

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 LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF TRUSTWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 CUSTOMER'S PCI COMPLIANCE OR THAT CUSTOMER'S INFORMATION SYSTEMS WILL BE SECURE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR **PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE, OR** FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

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.

8.2 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. Trustwave recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

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 and in all respects must comply with GSAR 552.203-71.

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 the Rights in Data clause at 52.227-14 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 contingent upon adherence to Customer End User's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities. Carahsoft, on behalf of Supplier shall give Customer End User notice of any Supplier requested audit. If Customer End User's security requirements are not met, then upon Supplier's request, Customer End User will run a self-assessment with tools provided by, and at the direction of Supplier to verify End User's compliance with the terms of this Agreement. 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) reserved (ii) pay all additional Software Fees to Trustwave found to be due through the audit.

11.5 Miscellaneous. This agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

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. 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 Reserved.

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) reserved.

(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 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.

11.10 Anti-Bribery & Corruption. Customer represents, warrants and agrees that Customer as well as any of its applicable wholly-owned subsidiaries and parent companies (collectively, "Customer Group Companies") and all of their Personnel (as defined below):

(a) are in compliance and will remain in compliance with all applicable anti-bribery laws including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap. 224) of Singapore, UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act and Australian Criminal Code Act 1995 (collectively, "Anti-Bribery Laws"), during the term of this Agreement; and

(b) prior to entering into this Agreement have not, and shall not during the term of this Agreement, give or offer to give or authorize to give to any person, or request or accept or authorize the request or acceptance of, directly or indirectly, any gratification, including any gift or consideration of any kind, facilitation payments, or anything of value (including without limitation to cash, cash equivalents like gifts, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favorable contracts or giving anything even if nominal in value) as an inducement or reward for doing or not doing, or for having done or not done any action, or for receiving an improper or unfair advantage in relation to this Agreement.

(c) Customer shall immediately give written notice to Trustwave upon a breach, or suspected breach, of any of its obligations or the obligations of any Customer Group Company under this section. For the purposes of this section only, "Personnel" means the Customer Group Companies' employees, vendors, subcontractors, contractors, advisers, representatives, agents and any other third parties with whom the Customer Group Companies transact.

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 accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. 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. Any approved travel or related expense must comply with GSA policy which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>
 - 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, provided that Customer has approved such work for corrections in advance.
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. Any such audit shall be contingent upon adherence to Customer End User's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities. Carahsoft, on behalf of Supplier shall give Customer End User notice of any Supplier requested audit. If Customer End User's security requirements are not met, then upon Supplier's request, Customer End User will

run a self-assessment with tools provided by, and at the direction of Supplier to verify End User's compliance with the terms of this Agreement.

Exhibit B Definitions

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.yz.")
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.