

TRUSTWAVE MAILMARSHAL CLOUD OFFERINGS – LICENSE AGREEMENT

This License Agreement ("**Agreement**") is by and between Trustwave Holdings, Inc., a Delaware corporation with offices located at 70 West Madison Street, Suite 600, Chicago, IL 60602 ("**Trustwave**" or "**Licensor**") and the purchaser of the Product (as defined below) ("**Licensee**" or "**Client**"). Licensor and Licensee may be referred to herein collectively as the "Parties" or individually as a "Party."

Licensor desires to license the Product (as defined below) to Licensee, and Licensee desires to obtain a license to use the Product for its internal business purposes, subject to the terms and conditions of this Agreement. By signing this Agreement, or by clicking "agree," "accept," or a similar button, or by installing, accessing, or using the Product, Licensee expressly acknowledges and agrees that Licensee is entering into a binding legal agreement with Trustwave. Licensee further agrees to comply with, and be legally bound by, the terms and conditions of this Agreement as of the date of Licensee's acceptance ("**Effective Date**").

1. DEFINITIONS.

- A. "**Documentation**" means any documentation related to the Product provided by Trustwave to Licensee under this Agreement, including but not limited to manuals, handbooks, or installation guides in hard copy or electronic form, as may be updated from time to time.
- B. "**Order Form**" means the order form executed by the Parties which identifies the services, products, fees, other transactional information, and scope of the services.
- C. "**SOW**" means the statement of work executed by the Parties which identifies the services, products, fees, other transactional information, and scope of the services.
- D. "**Partner**" means a Trustwave-authorized reseller or distributor who issues a purchase order ("**PO**") to Trustwave for the Product.
- E. "**Product**" means any of the following: MailMarshal Cloud and any derivative offering, each in object code form, including all revisions, improvements, updates, and related Documentation to the extent provided by Trustwave to Licensee under this Agreement.

- 2. **GRANT OF LICENSE.** Subject to Licensee's compliance with the terms of this Agreement, from the Effective Date until the end of the term listed on the applicable Order Form or SOW or the PO between Trustwave and a Partner ("**Term**"), Trustwave grants Licensee a limited, nonexclusive, non-assignable and nontransferable, fully revocable license to remotely access and use the Product and Documentation solely for Licensee's internal business purposes. Licensee may only use the Product in accordance with the Documentation and applicable laws.

- 3. **TERM & TERMINATION.** This Agreement commences as of the Effective Date and continues until the expiration of the Term, unless earlier terminated as set forth in this Agreement. This Agreement and the Product(s) set forth in the Order Form or SOW will automatically renew for additional one (1) year terms unless either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**", and together with the initial Term, the "**Term**"). If Licensee chooses not to renew during the Renewal Period, Licensee's license configurations will be deactivated. Licensee's email flow may be impacted as a result of the deactivation, unless Licensee updates its mail exchange record accordingly. Trustwave disclaims all liability if Licensee's email is impacted as a result of Licensee's failure to update its mail exchange record. Licensee's unauthorized use of the Product or failure to comply with the terms of this Agreement will result in automatic, immediate termination of this Agreement. This Agreement may be terminated by either Party if the other Party is in material breach of any of the provisions of this Agreement; provided that such breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party provides notice of such breach.

4. **PERMITTED USERS.** During the Term, Licensee may allow its employees who are explicitly authorized by Licensee to use the Product for internal business purposes (each, a “**Permitted User**”). The number of licenses purchased by Licensee will be displayed on the applicable Order Form or SOW or Partner PO. If Licensee exceeds the number of licenses displayed on the applicable Order Form or SOW or Partner PO, Licensee will rectify the excess use as soon as possible. If Licensee fails to rectify the excess use within a timeframe established by Trustwave, Trustwave will bill Licensee or Partner, as applicable, for Licensee’s excess use. Each Permitted User will be bound by the terms and conditions of this Agreement. Licensee will be liable for any breach of the terms of this Agreement by a Permitted User. Unauthorized access or use of the Product must be immediately reported to Trustwave.
5. **USE RESTRICTIONS.** Licensee will not use the Product or Documentation for any purpose beyond the scope of the license granted in this Agreement. Unless otherwise explicitly specified and permitted under this Agreement, without the prior written consent of Trustwave, Licensee may not, directly or indirectly (i) copy, modify, create derivative works of, or distribute any part of the Product (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Licensee’s rights under this Agreement with any third party; (iii) use “open source” in a manner that would require the Licensee to disclose the source code of the Product to any third party; (iv) disclose the results of any testing or benchmarking of the Product to any third party; (v) disassemble, decompile, reverse engineer, or attempt to discover the Product’s source code or underlying algorithms; (vi) use the Product in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights, or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Product; (viii) circumvent, disable or otherwise interfere with security-related features of the Product or features that enforce use limitations; (ix) export, make available, or use the Product in any manner prohibited by applicable laws (including, without limitation, export control laws); (x) transmit any malicious code (i.e., product viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Product; and (xi) exceed the number of Permitted Users and/or licenses purchased as described in an applicable Order Form or SOW, unless authorized in writing by Trustwave.
6. **FEES.** Licensee will pay Trustwave the fees set forth in the SOW or Order Form, as applicable (“**Fees**”). If Licensee purchases the Product through a Partner Trustwave will invoice the Partner, in which case the remainder of this Section 6 will not apply to Licensee. Where Licensee designates use of a third-party payment processor network, Licensee will be responsible for payment of all fees and charges associated with use of such network and Trustwave may invoice such fees or charges with other fees due under this Section 6 or on a separate invoice. Licensee may not withhold, offset, recoup, or debit any amounts owed (or to become due or owing) to Trustwave, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Trustwave. Trustwave will begin invoicing for the Services upon execution of the applicable Order Form or SOW. If Licensee does not pay any amounts due within thirty (30) days of the date set forth in the Order Form or SOW (“**Due Date**”), such unpaid amounts will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, determined and compounded daily from the Due Date until the date paid. Trustwave reserves the right to disable the Services if Licensee does not pay an invoice by the Due Date.
7. **LIMITED WARRANTY.** Subject to Licensee’s compliance with the terms of this Agreement, Trustwave warrants to Licensee that for a period of ninety (90) days from the Effective Date, the Product will substantially conform in all material respects to the Documentation. Licensee will provide prompt notice of any non-conformity and Licensee’s sole and exclusive remedy and Trustwave’s entire liability for any breach of the warranty will be the following: Trustwave will, in its sole discretion, (a) use reasonable

efforts to fix, provide a work around, or otherwise repair or replace the Product, or (b) terminate the license and return any prepaid but unused Fees to Licensee, if applicable.

8. **TITLE & OWNERSHIP.** All right, title, and interest (including all intellectual property rights) in the Product, or related to the Product or Documentation, or any derivative works, enhancements, improvements, corrections, modifications, alterations, revisions, extensions, or updates are owned solely and exclusively by Trustwave and its licensors. This Agreement does not convey to Licensee any interest in or to the Product, other than a limited right to use the Product in accordance with Section 2. Nothing herein constitutes a waiver of Trustwave's intellectual property rights under any law. Trustwave reserves all rights not expressly granted herein to the Product.
9. **CONFIDENTIALITY.**
 - A. **Definitions.** “**Confidential Information**” means any and all non-public, proprietary, or confidential information or documentation disclosed by either party (“**Discloser**”) to the other party (“**Recipient**”) including without limitation, documents, trade secrets, know-how, data centers, prototypes, samples, equipment, software, benchmark tests, specifications, trade secrets, object code and machine-readable copies, (including all copies and derivatives thereof), regardless of format. Confidential Information will not, however, include any information which (i) was in the public domain at the time it was disclosed or subsequent to when it was disclosed to the Recipient by no fault of Recipient, (ii) is already rightfully in the possession of the Recipient at the time of disclosure, as the Recipient can demonstrate through objective time-stamped evidence, and free of any confidentiality obligation, or (iii) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, or (iv) is required by law to be disclosed by the Recipient, provided that the Recipient gives the Discloser prompt written notice of such requirement prior to disclosure to the extent permitted by applicable law and assistance in obtaining a protective order. Recipient will limit any such required disclosure to the information explicitly requested.
 - B. **Confidential Treatment.** Recipient will not use any Confidential Information of the Discloser for any purpose other than as contemplated by this Agreement. Recipient will not disclose any Confidential Information of the Discloser to third parties or to any employees, except to those employees who are required to have the information to evaluate or engage in discussions concerning the Product or the terms of this Agreement. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other Party's Confidential Information. Recipient will take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Discloser's Confidential Information.
 - C. **Injunctive Relief.** A Party's breach of its obligations of confidentiality may cause the other Party irreparable injury for which it would not have an adequate remedy at law. In the event of a breach, the non-breaching party will be entitled to seek injunctive relief in addition to any other remedies it may have at law or in equity.
 - D. **No Representations.** Trustwave's obligations under this Section 9 do not create any additional implied or express representations or warranties regarding the Product. Trustwave will not be liable for any breach of this Agreement resulting from a hack or intrusion by a third party into Licensee's network, environment, software, hardware, operational technology, or information technology systems, unless the hack or intrusion was through endpoints or devices monitored by Trustwave and was caused directly by Trustwave's gross negligence or willful misconduct.
10. **DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PRODUCT AND ANY DOCUMENTATION WHICH MAY BE PROVIDED TO LICENSEE PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND FOR INTERNAL BUSINESS

PURPOSES ONLY. TRUSTWAVE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PRODUCT, ANY REPORTS OR OTHER OUTPUT WHICH MAY BE PROVIDED TO LICENSEE HEREUNDER, AND ANY RELATED MATERIALS, PRODUCT, OR DOCUMENTATION.

- A. **Direct Damages.** IN NO EVENT WILL TRUSTWAVE'S (NOR ITS AFFILIATES' OR LICENSORS') AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT, IF ANY, ACTUALLY PAID BY LICENSEE TO TRUSTWAVE FOR USING THE PRODUCT WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
 - B. **Indirect Damages.** IN NO EVENT WILL TRUSTWAVE (NOR ITS AFFILIATES OR LICENSORS) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR GOODWILL, LOST OR DAMAGED DATA OR DOCUMENTATION, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, BASED ON ANY THEORY OF LIABILITY AND WHETHER OR NOT TRUSTWAVE OR ITS AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE PRODUCT, THE DOCUMENTATION, OR LICENSEE'S USE OF THE PRODUCT.
11. **INDEMNIFICATION.** Licensee will defend, indemnify, and hold harmless Trustwave, its affiliates, employees, and agents from and against all third-party claims arising out of or in connection with Licensee's violation of this Agreement or use of the Product or Documentation (other than as expressly authorized by this Agreement).
12. **PRIVACY.** The Parties will process Personal Data (as defined in the DPA) as agreed in the Trustwave Data Processing Agreement located at <https://www.trustwave.com/en-us/legal-documents/contract-documents/> ("**DPA**"), which is incorporated by reference into this Agreement.
13. **MISCELLANEOUS.**
- A. **Governing law.** This Agreement will be governed by and construed in accordance with the laws of Delaware, without giving effect to conflict of law principles.
 - B. **Compliance with laws.** Licensee will comply with all applicable laws and regulations, including, but not limited to, laws related to import/export, trade, data privacy and protection, and anti-corruption.
 - C. **Dispute resolution.** "**Dispute**" means any dispute or controversy arising out of or relating to any interpretation, construction, performance, or breach of this Agreement.
 - i. **Inter-party Dispute Settlement.** If a Party wishes to identify a Dispute, it will provide written notice to the other Party, detailing the nature of such a Dispute. The Parties will negotiate in good faith and resolve any Dispute.
 - ii. **Arbitration.** If the parties cannot resolve a Dispute under Section 13.C.i within thirty (30) days of notice of a Dispute, any such Dispute will be settled by confidential arbitration to be held in Chicago, Illinois, in accordance with the rules then in effect of the American Arbitration Association. The Parties agree to a panel made up of one arbitrator in the event of a Dispute. The arbitrator may grant injunctions or other relief. The decision of the arbitrator will be final, conclusive, and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction over the parties. The Parties will each pay one-half (½) of the costs and expenses of such arbitration and will separately pay counsel fees and expenses. Except as may be required by law, neither Party, nor its affiliates, nor an arbitrator may disclose the

existence, content or result of any arbitration held relating to this Agreement without the prior written consent of both Parties.

- iii. **Venue.** If the Parties cannot resolve a Dispute under Section 13.C.i and a final decision is not reached or available under Section 13.C.ii, or, if for any reason a Dispute must proceed in court as a lawsuit: (1) any such Dispute will only be brought as a lawsuit in the District Court for the Northern District of Illinois, Eastern Division or, if the District Court for the Northern Division of Illinois, Eastern Division does not have subject matter jurisdiction, then in a court of competent jurisdiction in Cook County, Illinois, (2) both Parties irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts, (3) BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY A JURY, AND (4) ANY ACTION MUST BE BROUGHT ON AN INDIVIDUAL BASIS AND NEITHER PARTY MAY JOIN IN AN ACTION OR ARBITRATION AS A REPRESENTATIVE OR MEMBER OF A CLASS. Notwithstanding any provision in this Agreement, no Party will bring any claim, demand, action, lawsuit, or arbitration based on this Agreement if either (i) the applicable statute of limitations has expired, or (ii) eighteen (18) months has elapsed after the date the Party discovered or reasonably should have discovered (including constructive discovery) such claim, whichever comes first.
- D. **Assignment.** Licensee will not assign any of its rights or delegate any of its obligations under this Agreement without Trustwave's prior written consent. Any purported assignment or delegation in violation of this Section 13.D is null and void. No assignment or delegation relieves Licensee of its obligations under this Agreement.
- E. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. No waiver of any breach of this Agreement will be construed as a waiver of any succeeding breach.
- F. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- G. **Survival of Terms.** The following provisions will survive the expiration or termination of this Agreement: 3 (Term & Termination), 8 (Title & Ownership), 9 (Confidentiality), 10 (Disclaimer of Warranty & Limitation of Liability), 11 (Indemnification), 12 (Privacy), and 13 (Miscellaneous). The termination of this Agreement will not limit Trustwave from pursuing any other remedies available to it under applicable law.
- H. **Entire Agreement.** This Agreement, together with any applicable Order Form or SOW, constitutes the entire agreement between Trustwave and Licensee and supersedes all prior or contemporaneous agreements, proposals, understandings, and communications, both written and oral. The Data Processing Agreement and any other terms provided to Licensee during the course of business are incorporated into and made part of this Agreement by reference. This Agreement may only be modified or amended in writing and signed by both Parties. In the event of a conflict between this Agreement and any other agreement signed by the Parties, the terms of this Agreement govern unless specifically agreed in writing between the Parties.