

TRUSTWAVE MAILBOX SCANNING – PROOF OF CONCEPT AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING OR USING TRUSTWAVE HOLDINGS, INC.'S ("TRUSTWAVE") MAILBOX SCANNING SERVICE ("SERVICE"). BY SIGNING THIS PROOF OF CONCEPT AGREEMENT ("AGREEMENT"), OR BY CLICKING "AGREE," "ACCEPT," OR A SIMILAR BUTTON, OR BY ACCESSING OR USING THE TRUSTWAVE MAILBOX SCANNING PORTAL, YOU ("LICENSEE") EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF AND YOUR ORGANIZATION, ARE ENTERING INTO A LEGAL AGREEMENT WITH TRUSTWAVE AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE DATE OF YOUR ACCEPTANCE ("EFFECTIVE DATE").

- 1. GRANT OF LIMITED LICENSE.** Subject to Licensee's compliance with the terms of this Agreement, from the Effective Date until the one-time mailbox scan is completed (the "**Trial Period**"), Trustwave grants Licensee a limited, nonexclusive, non-assignable, nontransferable, fully revocable license to access Trustwave's Mailbox Scanning portal, solely for the purpose of internally evaluating whether to enter into a commercial agreement for Trustwave's MailMarshal service (the "**Trial**"). Licensee grants Trustwave a worldwide license to view and use Licensee's data solely for purposes of providing the Service.
- 2. BETA TESTING.** Licensee acknowledges that the Service is a beta version and is not at the level of performance and compatibility of a final, generally available offering. The Service may not operate correctly, may cease to operate partially or in its entirety, may include bugs or errors, and may be substantially modified at Trustwave's discretion.
- 3. TERM.** This Agreement shall commence on the Effective Date and shall remain in force until the expiration of the Trial Period, unless earlier terminated as set forth in this Agreement. Licensee's unauthorized use of the Service or failure to comply with the terms of this Agreement shall result in automatic immediate termination of this Agreement.
- 4. PERMITTED USERS.** During the Trial Period, Licensee may allow its employees who are explicitly authorized by Licensee to use the Service for the Trial (each, a "**Permitted User**"). Each Permitted User shall be bound by the terms and conditions of this Agreement. Licensee shall be liable for any breach of the terms of this Agreement by the Permitted User. Unauthorized access or use of the Service must be immediately reported to Trustwave.
- 5. RESTRICTED USE.** 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, or create derivative works or improvements of the Service; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service to any person other than the Permitted Users; (iii) disclose the results of any testing or benchmarking of the Service to any third party; (iv) disassemble, decompile, reverse engineer, or attempt to discover the Service's source code or underlying algorithms; (v) use the Service 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; (vi) remove or alter any trademarks or other proprietary notices related to the Service; (vii) circumvent, disable, or otherwise interfere with security-related features of the Service or features

that enforce use limitations; (viii) export, make available, or use the Service in any manner prohibited by applicable laws (including without limitation export control laws); and/or (ix) transmit any malicious code (i.e., software 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 Service.

6. **NON-RELIANCE ON SERVICE.** The Service, and any related information, is made available solely for general information purposes. Trustwave does not warrant the accuracy, completeness, or usefulness of the Service or the related information. Any reliance Licensee places on the Service or the related information is strictly at Licensee's own risk. Trustwave disclaims all liability and responsibility arising from any reliance placed on the Service or related information by Licensee or by anyone who may be informed of any of its contents.
7. **TITLE & OWNERSHIP.** The Service and any copies thereof, including without limitation any derivative works, enhancements, improvements, corrections, modifications, alterations, revisions, extensions and updates thereto, shall remain Trustwave's sole and exclusive property. All right, title and interest (including all intellectual property rights) in the Service or related to the Service, or any derivative works, enhancements, improvements, corrections, modifications, alterations, revisions, extensions, or updates, are owned solely and exclusively by Trustwave. This Agreement does not convey to Licensee any interest in or to the Service other than a limited right to access the Trustwave's Mailbox Scanning portal in accordance with Section 1. Nothing herein constitutes a waiver of Trustwave's intellectual property rights under any law. Trustwave reserves all rights not expressly granted herein to the Service.
8. **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 Service, 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 8 do not create any additional implied or express representations or warranties regarding the Service. 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.
- 9. TERMINATION.** This Agreement may be terminated by Trustwave at any time during the Trial Period by providing Licensee with five (5) days' prior written notice of the termination.
- 10. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE SERVICE AND ANY REPORTS OR OTHER OUTPUT WHICH MAY BE PROVIDED TO LICENSEE PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND FOR INTERNAL EVALUATION 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 SERVICE, ANY REPORTS OR OTHER OUTPUT WHICH MAY BE PROVIDED TO LICENSEE HEREUNDER AND ANY RELATED MATERIALS OR DOCUMENTATION.
- A. Direct Damages.** IN NO EVENT SHALL TRUSTWAVE'S AND/OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY LICENSEE TO TRUSTWAVE FOR THE SERVICE WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IF NO AMOUNTS ARE PAID, TRUSTWAVE'S LIABILITY WILL NOT EXCEED \$100.
 - B. Indirect Damages.** IN NO EVENT SHALL TRUSTWAVE OR ITS AFFILIATES 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 COMPANY OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SERVICE, OR LICENSEE'S USE OF THE SERVICE.

11. INDEMNIFICATION. Licensee shall defend, indemnify, and hold harmless Trustwave, its affiliates, employees, and agents from and against all claims arising out of or in connection with Licensee's violation of this Agreement or use of the Service (other than as expressly authorized by this Agreement).

12. PRIVACY.

A. Data Protection Laws. Each party will comply with all the obligations imposed under the data protection laws applicable to the parties, as amended from time to time ("**Data Protection Laws**") for the purposes of processing personal information as defined in such Data Protection Laws ("**Personal Information**"), including, without limitation, the obligation to:

- i. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Information to be shared between the parties under this Agreement;
- ii. process the Personal Information only for purposes of this Agreement;
- iii. not disclose or allow access to the Personal Information to anyone other than the parties or other than permitted by this Agreement; and
- iv. ensure that it has in place appropriate technical and organizational measures in accordance with Data Protection Laws.

B. GDPR. If the European General Data Protection Regulation ("**GDPR**"), the Data Protection Act 2018 (UK) ("**DPA Act**"), or GDPR as incorporated into UK law by the DPA Act and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("**UK GDPR**") applies to Personal Data of Licensee, the Trustwave Data Processing Agreement located at <https://www.trustwave.com/en-us/legal-documents/contract-documents> ("**DPA**") will apply.

C. Data Processing. Licensee acknowledges and agrees that Trustwave will access Licensee's mailboxes and process the data in Licensee's mailboxes as part of the Service.

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 shall 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 shall survive the expiration or termination of this Agreement: 7 (Title & Ownership), 8 (Confidentiality), 9 (Termination) and 10

(Disclaimer of Warranty and Limitation of Liability), 11 (Indemnification), 12 (Privacy), and 13 (Miscellaneous). The termination of this Agreement shall not limit Trustwave from pursuing any other remedies available to it under applicable law.

- H. Entire Agreement.** This Agreement 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.