



Prepared for: Fort Bend County Texas
Trustwave Holdings, Inc.

Trustwave Primary Contact:

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Quote Information

Quote ID 00011896
Date: 8/21/2014 3:12 PM
Exp Date: 12/2/2014

Client Billing Information:

Client Shipping Information:

Product Name Description	Product Description	Qty	Product Term Length (Months)	Cost
WFR-550	Web Filter and Reporter Appliance – WFR550	1	1	\$8,997 (one-time upfront)
WFR-550-Warranty-Year 5	Web Filter and Reporter Appliance – WFR550-Warranty	1	60	\$3,148.95 (one-time upfront)
WFR-SUBS-2500	Web Filter and Reporter Subscription	1,500	60	\$13,406.40 / Yr.
Subtotal:				\$25,552.35 Year 1 of 5 \$13,406.40/Yr. for years 2 – 5

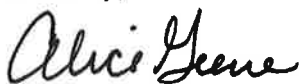
This quote may not include any state or local taxes (if applicable), shipping charges or travel and living expenses. Payment of all applicable taxes, shipping charges, travel expenses and living expenses directly related to the delivery of the products and services included in this quote are the responsibility of the customer. Your Purchase Order must reference the Quote ID shown on this form and/or explicitly state your organizations intention to pay all applicable taxes, shipping charges, travel expenses and living expenses directly related to the delivery of all products and services ordered (unless specifically stated otherwise on this document).

October 1, 2012

To Whom It May Concern,

On March 16, 2012, via a reverse triangular merger M86 Security, Inc. merged with M86 Acquisition Corp., a newly formed and wholly owned subsidiary of Trustwave Holdings, Inc. M86 Security, Inc. survived and the name was subsequently changed to TW Security Corp., a Delaware corporation, and now a wholly owned subsidiary of Trustwave Holdings, Inc.

Sincerely,



Alice Geene
General Counsel



END USER LICENSE AND WARRANTY AGREEMENT

For all M86 Products and Services, including but not limited to: M86 Secure Web Gateway, M86 WebMarshal, M86 Web Filtering and Reporting Suite, M86 Mail Marshal, and M86 Secure Messaging Service

Last Updated: 1/31/11

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6. **SPECIAL PROVISIONS REGARDING OPEN SOURCE AND THIRD PARTY SOFTWARE.** The Products may contain or be distributed with third party software covered by an open source software license ("Open Source Software") or other third party software ("Third Party Software") covered by a different license. If Open Source Software is included, the terms and conditions of this Agreement do not apply to the Open Source Software. If Third Party Software is included, the terms and conditions of this Agreement may not apply to Third Party Software. Information concerning the inclusion of Open Source Software and Third Party Software not covered by this Agreement, if any, and the notices, license terms and disclaimers applicable to such software are contained in the "About Box" accessible when running the Software, the "ThirdPartySoftware.txt" file accompanying the Software, and/or in such other Open Source Software or Third Party Software documentation provided by M86.

7. **HIGH RISK ACTIVITIES.** The Products are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Products could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). M86 expressly disclaims any express or implied warranty of fitness for High Risk Activities.

8. **CONFIDENTIALITY.** You agree that the Products, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, benchmark and comparative test results, and the documentation (collectively the "Confidential Information") are trade secrets of M86 and are owned by M86 or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less than reasonable diligence. You agree to: (i) only

disclose Confidential Information to Your employees and agents to the extent required to use the Products under the terms of this Agreement and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of M86, (ii) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information; and (iii) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this Agreement. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by M86 or its licensors. Nothing contained herein shall be deemed to prevent You from disclosing or disseminating Your data, in any format or any report, to whomever You so choose. M86 reserves the right to disclose any personal information about You or Your use of the Product, including its contents, without Your consent, if M86 has a good faith belief that such action is necessary to: (i) comply with legal requirements or process; (ii) protect and/or defend the rights or property of M86, its affiliates or suppliers; or (iii) enforce the terms of this Agreement.

9. **CUSTOMER FEEDBACK MODULE.** Customer Feedback Module ("CFM") shall mean the function installed on the Product and 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 M86's server for: enhancement of the URL library(ies) and related categories used by M86 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, M86 may gather information relating to the sites requested by Your end users and may be able to obtain the 'most viewed' uncategorized URLs captured by the Product. M86 will not intentionally collect any personal information as part of this process. However, it is possible that some of Your end users' personal information may be contained in the URLs collected by the CFM and sent to M86. 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 You decide You do not want Feedback Information sent to M86 via the CFM, You should manually disable the CFM. Except as provided in Section 8 above, M86 will only disclose the Feedback Information to M86'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.

10. **GOVERNING LAWS; VENUE.** Subject to Section 10.1, this Agreement is made under and will be governed by and construed in accordance with the laws of the State of California, USA, except that body of law controlling conflicts of law or international law and excluding the Convention on Contracts for the International Sale of Goods. The parties agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state located in the United States, in any form (the "UCITA"), will not apply to this Agreement. To the extent that the UCITA is applicable, the parties agree to opt out of the applicability of the UCITA pursuant to the opt-out provisions contained therein. In the event of any controversy, claim, or dispute arising under or relating to this Agreement or the support and subscription services, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this Agreement hereby expressly and irrevocably consent to the personal jurisdiction and venue of the federal courts sitting within the Central District of California (Southern Division), unless no federal subject matter jurisdiction exists, in which case the parties consent to jurisdiction and venue in the Superior Court of Orange County, California. The parties expressly waive all defenses of lack of personal jurisdiction and forum nonconveniens with respect to such federal and state courts. The prevailing party in any such action, at law or equity, shall be entitled to reimbursement of its reasonable attorneys' fees, expenses and costs incurred to pursue or defend such action from the non-prevailing party.

10.1 **LICENSEES OUTSIDE THE U.S.** If You are a licensee based outside of the United States, notwithstanding anything else to the contrary in this Agreement, the following terms apply to You:

10.1.1 M86 makes available at reasonable charges a range of information that could assist You in the creation of independent computer programs to operate with the Software. In view of this ready availability, You undertake to respect the confidentiality of the Software and the trade secrets therein and not to use any disassembly, decompilation or reverse compilation techniques or any other similar or like method to gain access to the source code to the Software and/or to determine any design, structure, concepts and/or methodology employed in the Software; whether to incorporate within any product or computer program of Your own creation or for any other purpose whatsoever

10.1.2 If the laws of the country in which You are located require that contracts be in the local language in order to be enforceable, the version of this Agreement that shall govern is the translated version of this Agreement in the local language that is produced by M86 within a reasonable time following Your written request to M86.

10.1.3 The limitations of liability in this Agreement shall not exclude or limit M86's liability for death or personal injury caused by its negligence.

10.1.4 This Agreement and all matters arising out of or relating to this Agreement (whether such matter is based on or gives rise to a cause of action in contract, negligence, strict liability, or any other tort, breach of any statutory duty, indemnity or contribution, or otherwise), shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts of Law.

11. **WAIVER OF SOVEREIGN IMMUNITY.** To the extent that You may now or hereafter be entitled, in any jurisdiction in which proceedings may at any time be commenced with respect to this Agreement, to claim for Yourself or any of Your assets any immunity (sovereign or otherwise) from any legal proceeding, process or remedy with respect to Your obligations under this Agreement, You hereby (to the fullest extent permitted by applicable law) irrevocably agree not to claim, and hereby waive, any such immunity.

12. **GENERAL.** M86 may occasionally update its End User License and Warranty Agreement (e.g., in connection with the creation and/or delivery of an update to a Product or a new Product) and such updated version shall supersede this version upon Your acceptance of such updated version. Please note the "Last Updated" date of the version of this Agreement at the top of this Agreement. The foregoing terms comprise the entire and exhaustive statement of the agreement between M86 and You relating to or arising out of Your use of the Product and expressly supersede and replace any and all prior agreements or understandings relating thereto (including, but not limited to, any prior versions of this Agreement). No implied term or variation, addition or deletion may arise by usage, custom or trade, course of dealing or course of performance in relation hereto. No modification, whether oral or written, to any of the above terms and conditions by You will be binding unless specifically agreed to in writing and signed by a duly authorized officer of M86. The above terms shall prevail notwithstanding any different or inconsistent terms in any ordering or other document issued by You. Failure or delay in enforcing any right or term or condition of this Agreement shall not be deemed a waiver of such right or term or condition with respect to any subsequent breach or continuance of any existing breach after demand for strict performance. If any term or condition shall be held by a court of competent jurisdiction to be unenforceable, that term or condition shall be interpreted as broadly as possible to give effect to the intent of the parties, and the remaining terms and conditions of this Agreement will remain in full force and effect. You hereby acknowledge a breach of this Agreement would cause irreparable harm and significant injury to M86 that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that, notwithstanding anything to the contrary, M86 shall have the right to seek and obtain

immediate injunctive relief in any court of competent jurisdiction, without the posting of a bond, to enforce the obligations under this Agreement in addition to any other rights and remedies it may have. Nothing in this Agreement shall constitute the parties as being partners or agents for one another and neither party shall have any authority to bind the other party. Nothing in this Agreement is intended to create any third party beneficiaries, to grant or create any right enforceable by any person who is not a party to this Agreement (whether such right being created in the United Kingdom by the Contracts (Rights of Third Parties) Act 1999 or any other law, statute, doctrine or applicable theory of law), or to create any right enforceable against any person who is not a party to this Agreement (whether such right being created by any law, statute, doctrine or applicable theory of law). Notwithstanding anything to the contrary in this Agreement, M86 will not be in default or liable under this Agreement for any costs, damages, expenses, losses, delays in deliveries or failure to perform due to any cause beyond M86's reasonable control, including, without limitation: any act or omission of M86; any act of God; any accident, earthquake, explosion, flood, fire, storm, or other catastrophe; any embargo, insurrection, national emergency, terrorist act, or war; any slowdown, strike, or other labor difficulty; any law or order, direction, or request of any federal, state, local, foreign, or other government or of any civil or military authority; power blackout; internet failure; or any inability to obtain necessary Hardware, supplies, services, labor, or facilities. A printed version of this Agreement and of any notice given by M86 in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The controlling language of this Agreement and all communications hereunder shall be English.



ADDENDUM A to END USER LICENSE AND WARRANTY AGREEMENT

Secure Web Service Hybrid component of M86 Secure Web Gateway Addendum

Last Updated: 1/31/11

1. **OVERVIEW.** To the extent that You are subscribing to the M86 Secure Web Service Hybrid ("SWS-H") cloud-based scanning service component of the M86 Secure Web Gateway Product ("SWG"), Your use of the SWS-H is governed by the M86 Security End User License And Warranty Agreement ("Agreement") as modified by the terms of this Addendum A, which terms are incorporated into the Agreement by this reference. In the event of any conflict between the terms set forth in the main body of the Agreement and this Addendum A, the terms of this Addendum A shall govern.

The SWS-H cloud based scanning service component of the M86 SWG Product runs on an infrastructure commonly referred to as a "cloud" infrastructure or "Infrastructure as a Service" ("IaaS"). M86 partners with reputable commercial IaaS provider(s) for this IaaS cloud infrastructure component so that the service runs within the proven network infrastructure and data centers of the IaaS. This Addendum A provides service levels for the provision of the IaaS component through M86's partner(s).

2. **UPTIME AND AVAILABILITY FOR CLOUD SCANNER INTERFACE (IaaS).** The IaaS offers a highly reliable environment where replacement instances can be rapidly and predictably commissioned. The IaaS commitment is **99.95% Annual Uptime Percentage** for each IaaS Region.

3. **SERVICE CREDITS.** If the Annual Uptime Percentage for any of your IaaS Regions drops below 99.95% for the Service Year, You will be eligible to receive a Service Credit equal to a maximum of up to 10% of Your invoice for your IaaS hosting account (excluding one-time advance payments required to be made by M86 to the IaaS for Hosting Charges) for the Eligible Credit Period. To file a claim, You do not have to wait 365 days from the day You started using the service or 365 days from Your last successful claim. You can file a claim any time Your Annual Uptime Percentage over the trailing 365 days drops below 99.95% for the IaaS. Upon Your detailed written request for a post event analysis of an outage, M86 will determine whether the outage occurred with the IaaS facilities. If, in the judgment of M86, such IaaS outage caused the Annual Uptime Percentage to drop below 99.95%, then M86 may issue a Service Credit up to 10% of the bill in an affected monthly period. If You pre-paid Your Hosting Charges for a 12 or 36 month period, the Hosting Charges for the affected monthly period shall be determined on a 12 or 36 month pro-rata basis, as applicable. Service Credits can only be used to extend service at the end of Your 12 or 36 month contract period for the SWS-H.

4. DEFINITIONS.

4.1 "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Year in which the IaaS was in the state of "Region Unavailable." If You have been using the IaaS for less than 365 days, Your Service Year is still the preceding 365 days, but any days prior to Your use of the service will be deemed to have had 100% Region Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any exclusion listed in Section 5 below.

4.2 "Availability Zone" means a data center providing the IaaS in the applicable Region. Your instances may run in multiple Availability Zones in a given Region.

4.3 "Eligible Credit Period" means a single month, and refers to the contract month in which the most recent Region Unavailable event included within the Service Credit claim occurred.

4.4 "Region" means the geographical area in which You are located.

4.5 "Region Unavailable" and "Region Unavailability" means that more than one Availability Zone in which You are running an instance, within the same Region, is "Unavailable" to You.

4.6 "Service Credit" is a dollar amount credit, calculated as set forth in Section 3 above, that M86 may credit back to an eligible IaaS account for use at the end of the contract period.

4.7 "Service Year" is the preceding 365 days from the date of a Service Credit claim.

4.8 "Unavailable" means that all of Your running instances in more than one Availability Zone within the same Region have no external connectivity during a five minute period and You are unable to launch replacement instances.

5. **LIMITATIONS AND EXCLUSIONS.** This Addendum A applies only to the IaaS and does not apply to any other products or services of M86, including, without limitation, any technical support services for the on-premise software or hardware for the SWG (as those other M86 products and services are covered by the Agreement, as applicable), or the availability of Your M86 SWS-H instance itself (which may experience downtime as a result of premise based configuration errors, software update errors, or other errors outside the scope of this Addendum).

As the IaaS is provided by a third party, M86 does not monitor the SWS-H instances running within the IaaS on a constant basis, and does not provide pro-active support services to notify customers of IaaS based instance failures. The M86 technical support service for the combination of the SWS-H and the SWG is based on delivery of responsive break and fix services, as technical support is provided in response to calls from customers reporting specific problems. M86 customers and/or channel partners may render the SWS-H instances non-useable through local actions on the SWG Policy Server, which M86 does not control. M86 will, upon Your request for a post event analysis of an outage, determine whether the outage was the responsibility of the IaaS provider. In the event such outage(s) result from anything other than an IaaS outage affecting Your SWS-H instances, M86 shall not be liable for Service Credits.

The Service Commitment does not apply to any unavailability, suspension or termination of the IaaS, or any other IaaS performance issues: (i) that result from service suspensions for non-payment; (ii) caused by factors outside of the IaaS' reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the IaaS; (iii) that result from any actions or inactions of You or any third party; (iv) that result from Your equipment, software or other technology and/or third party equipment within the IaaS' direct control; (v) that result from failures of individual instances not attributable to Region Unavailability; or (vi) arising from suspension and termination of Your right to use the IaaS in accordance with this Agreement. If availability is impacted by factors other than those explicitly listed in this Agreement, M86 may issue a Service Credit considering such factors in its sole discretion. The Service Credit offered herein is Your sole and exclusive remedy for any drop in the Annual Uptime Commitment below 99.95%.

6. **ANNUAL RECONCILIATION FOR ACTUAL BANDWIDTH CONSUMPTION.** Your invoice for either one or three years of IaaS charges is based upon estimated monthly bandwidth consumption. Reconciliations of estimated bandwidth usage to actual usage will be conducted on the one year anniversary of each invoice for the M86 SWS-H. Undercharges, based on the reconciliation of estimated bandwidth consumption to actual consumption, will result in an invoice for the owed amount.

