

CARBON BLACK TERMS AND CONDITIONS

Acknowledgements: Client acknowledge that: (i) the Client Agreement is concluded solely between Trustwave and the Client, and that Carbon Black is not a party to the Client Agreement; (ii) Trustwave, not Carbon Black, is solely responsible to the Client for the Trustwave Solution, including the Product; (iii) Carbon Black has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the Client Agreement or any other agreement solely against Trustwave, and any provisions of the Client Agreement regarding the limitation of Carbon Black's liability must survive expiration or termination of the Client Agreement indefinitely (iv) the Client may not, and may not help or assist others, to reverse engineer, reverse compile, modify or create derivative works of the Product, sublicense the Product or use the Product other than as expressly permitted by the Client Agreement; (v) Trustwave is solely responsible for providing any maintenance and support services to the Client, and Trustwave and the Client acknowledge that Carbon Black has no obligation to furnish any maintenance and support services directly to the Client; and (vi) promptly upon expiration or termination of the Client Agreement, the Client will delete all copies of the Product and all related materials, and at Carbon Black's request (via Trustwave), the Client must agree to certify the destruction and return of the Product and related materials.

Scope of Use: The Client is entitled use the Product solely as part of the Trustwave Solution, in object code and cloud service form, for Client's internal use only.

Warranty: Trustwave is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to Clients arising out of Trustwave's implementation and use of the Trustwave Solution.

Export and Import Compliance; U.S. Government Rights: Client acknowledge and agree that: (i) the Product will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"); (ii) the Product may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000; (iii) Trustwave and the Client acknowledge and agree that the Product is "commercial computer software" or "commercial computer software documentation", and that absent a written agreement to the contrary, the U.S. Government's rights with respect to such Product are limited by the terms of the Client Agreement, pursuant to FAR§ 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

Third Party Beneficiary: Client acknowledge and agree that Carbon Black, Inc. is a third-party beneficiary of the Client Agreement with full power and authority to enforce the Client Agreement against the Client as a third-party beneficiary thereof. For the avoidance of doubt, the parties acknowledge and agree that Clients shall not be third party beneficiaries under Client Agreements with respect to Carbon Black.