

## Public Sector Addendum (PSA)

This Public Sector Addendum (PSA) is supplemental to and is incorporated by reference into the Master Service Agreement (“Agreement”) between Trustwell and Client and contains terms strictly applicable to Clients who are public sector entities such as Federal, state, municipal and entities with a similar status as a matter of Applicable Law. Unless otherwise set forth below, capitalized terms not in this PSA, shall have the meaning set out in the Agreement. In the event of a conflict between the provisions of this PSA and the provisions of the Agreement, the provisions of the PSA shall prevail.

1. Indemnification. If Client is expressly prohibited as a matter of Applicable Laws to indemnify vendors such as Trustwell, the Client indemnity set out in the Agreement shall be deemed deleted and shall not apply. Client shall notify Trustwell in writing and provide a reference to such Applicable Law for Trustwell's records.
2. Choice of Law. If Client's is subject to Applicable Laws that expressly requires the choice of law and venue in contracts with vendors such as Trustwell be that of such Client's Applicable Law, then the governing law and venue set out in the Agreement shall be deemed deleted and shall not apply and instead, the choice of law and venue required under such Client's Applicable Laws shall take place. Client shall notify Trustwell in writing and provide a reference to such Applicable Law for Trustwell's records
3. Auto-renewals. If Client is expressly prohibited as a matter of Applicable Laws to enter into agreements that are subject to automatic renewals, then any terms in the Agreement concerning automatic renewals shall be deemed deleted and shall not apply. The Agreement shall expire and terminate at the end of the initial Term and Client shall initiate any renewals which shall be separately negotiated.
4. Commercial Computer Software. The products and services (including all SaaS components) are commercial in nature and developed solely at private expense and are “Commercial Computer Software” and “Commercial Computer Software Documentation.” In accordance with Section 12.212 of the Federal Acquisition Regulations (FAR) and Sections 227.7202-1 through 227.7202-4 and DFARS 252.227-7014(a)(1) of the Defense Federal Acquisition Regulation Supplement (DFARS), any use, duplication or disclosure of products and services (including all SaaS components) by the U.S. Government or any of its agencies will be governed by and subject to all of the terms, conditions, restrictions, and limitations of the Agreement. Use of the products and services (including all SaaS components) is an agreement by the U.S. Government that products and services (including all SaaS components) include "commercial computer software" and "commercial computer software documentation" and constitutes acceptance of the rights and restrictions in the Agreement.