**CROWDSTRIKE, INC. DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DoD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A: CrowdStrike Terms and Conditions constitutes the "Agreement" between CrowdStrike, Inc. (Licensor) and the DoD. The terms and conditions set out below in these Software License Requirements, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of Exhibit A. For clarification in this agreement, Publisher and Licensor are synonymous.

With regard to any conflict in license terms between the DOD ESI License Agreement and any GSA negotiated license agreement, the Order of Precedence is in the following order: 1) the DOD ESI License Agreement and 2) any GSA negotiated license agreement.

1.   **Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, the terms and conditions of this Agreement apply to any purchase of products made by the DoD on and after the effective date of this Software License Agreement unless otherwise agreed to by such licensee and Licensor. The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies or educational documents will not be considered part of this license agreement.

2.   **Choice of Law/Venue**: This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFARS), without regard to principles of conflict of laws.

3.   **Indemnification**: The DoD does not have the authority to and shall not indemnify any entity. The DoD agrees to pay for any loss, liability or expense, which arises out of or relates to the DoD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DoD is established by a court of law or where settlement has been agreed to by the DoD agency and the Department of Justice. This provision shall not be construed to limit the DoD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DoD.

4.   **Patent, Copyright, Trademark, and Trade Secret Protection:**
        a)   The Licensor shall, at its expense, indemnify and hold the DoD harmless from any suit or proceeding which may be brought by a third party against the DoD, its departments, officers or employees for the alleged infringement of any United States patents,

copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DoD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DoD agrees to give Licensor prompt notice of any such claim of which it learns. The DoD has the sole authority to represent itself in actions brought against the DoD. Licensor shall not, without the DoD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DoD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DoD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DoD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DoD. It is expressly agreed by the Licensor that, in the event it makes an appropriate request that the DoD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DoD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DoD for such support.

b)   The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. Notwithstanding the foregoing, Licensor's infringement indemnification obligation under Section 4.a) above states DoD's exclusive remedy and Licensor's entire liability for Licensor's failure to comply with this Section 4.b).

c)   If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DoD to continue the use of such licensed products.

d)   If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.

e)   If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (d) above, the Licensor agrees to, upon return of the licensed products, refund to the DoD the a portion of the license fee paid for the infringing licensed products corresponding to the unused period of the applicable subscription.

     f)   The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

     g)   Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:

         (1)   Modification of any licensed products provided by the DoD or a third party acting under the direction of the DoD;

         (2)   any material provided by the DoD to the Licensor and incorporated into, or used to prepare the product;

         (3)   use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (d) or (e) above;

         (4)   use of the licensed products in other than its specified operating environment;

         (5)   the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

         (6)   infringement of a non-Licensor product alone;

         (7)   the DoD's use of the licensed product beyond the scope contemplated by the Agreement; or

         (8)   the DoD's failure to use corrections or enhancements made available to the DoD by the Licensor at no charge.

     h)   The obligation to indemnify the DoD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5.   **Virus, Malicious, Mischievous or Destructive Programming:**
Licensor warrants that Licensor has used industry standard techniques to prevent the licensed product at the time of delivery by Licensor from injecting into DoD's endpoints where the licensed product is installed any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DoD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, or (b) in a commercially reasonable manner and within 30 days following notification thereof, quarantine and/or remove the Virus, and (c) if the DoD, has suffered an interruption in the availability of its computer system caused by Virus contained in a licensed product installed on a DoD endpoint, reimburse the DoD for the actual reasonable cost to remove the Virus and restore the DoD's most recent back up copy of data provided that:

- the licensed products have been installed and used by the DoD in accordance with the Documentation;
- the licensed products have not been modified by any party other than Licensor;
- The DoD has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a

generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the DoD for loss of the DoD's data arising from the failure of the licensed products to conform to the warranty stated above.

6.   **Delivery**: Publisher's delivery of the Products to DoD shall be by electronic download.

7.   **Program Warranty:**   Licensor warrants for one (1) year from the date on which the licensed software specified in a Delivery Order Document is first made available to DoD in production that the Software will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation on a Supported Platform.

a)   Noncomplying Product: In the event DOD determines that the Product is a Noncomplying Product, during the one-year period specified above, DOD will notify Licensor and Licensor will have ten (10) business days thereafter to begin remedying the nonconformance. If Licensor is unable to remedy such nonconformance within a reasonable time, Publisher agrees that DOD may return the Product and Publisher shall promptly refund any moneys prepaid for such Noncomplying Product for the unused period of the applicable subscription term.

b)   Publisher Remedies: Licensee must report to Licensor in writing any breach of the warranties during the relevant warranty period. Licensor shall use commercially reasonable efforts to correct or provide a workaround for reproducible Software errors that cause a breach of this warranty or, if Publisher is unable to make the Software operate as warranted within a reasonable time considering the severity of the error and its impact on Licensee, Licensee shall be entitled to return the Software to Publisher and recover the fees paid by Licensee to Licensor for the license to the non-conforming Software for the unused period of the applicable subscription term.

c)   Discontinuance of Support: Licensor will give DOD one hundred eighty (180) days advance written notice before Licensor ends-of-life a product that the DoD has a current paid subscription for, without offering substantially similar features or functionality in a successor product or product bundle.

8.   **Limitation of Liability:** The Licensor's liability to the DoD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued (i.e., the amount of fees paid or payable to Licensor for the licensed product that is the subject of such purchase order); or (b) $250,000. This limitation does not apply to damages for:

a)   Bodily injury;

b)   death;

c)   intentional injury;

d)   damage to real property or tangible personal property for which the Licensor is legally liable; or

e)   licensor's indemnity of the DoD for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

9. **Termination:** Licensor may not terminate this Agreement for non-payment from reseller.

    a)   The DoD may terminate this Agreement without cause by giving Licensor thirty (30) calendar day's prior written notice (Notice of Termination) whenever the DoD shall determine that such termination is in the best interest of the DoD (Termination for Convenience). Termination of this Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

10. **Background Checks:** This term will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at a DoD site and only if the Licensor employee does NOT possess a Department of Defense ("DoD") performed National Agency Check with Inquiries ("NACI") or a DoD security clearance of SECRET or higher, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. The criminal background check shall consist of a check of public records, to the extent available at the county level, where the employee has established credit in the United States as determined by a social security trace. To the extent permitted by applicable law, the check is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DoD requires on-site support outside the United States, Licensor will make reasonable efforts to work with DoD in order to address its security concerns.

11. **Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

12. **Publicity/Advertisement:** The Licensor must obtain DoD approval prior to mentioning the DoD or a DoD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

13. **Territory:** Any Department of Defense (DoD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

14. **Backup for User Documentation:** Licensor grants DoD the right to make a reasonable number of copies of User Documentation (i.e., end-user technical documentation supplied by Licensor with the applicable licensed product) for DoD's internal business purposes. DoD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DoD is also responsible for reporting to Licensor if DoD learns of the misuse or mishandling of User Documentation provided under the contract to DoD personnel, contractors or Government employees.

15. **Transfers and Assignments:** Transfers to outside organizations are permitted with the express written consent of Licensor. Transfers within DoD, Coast Guard, and Intelligence Community

(each a "Transferee") are permitted without prior express written consent of Licensor; provided that (i) Licensee has a valid license under this Agreement; (ii) Licensee provides Licensor prior written notice of such transfer; (iii) upon transfer, the Transferee agrees in writing to be bound by the terms and conditions if this Agreement; and (iv) the transfer shall be subject to Licensee's execution of appropriate documentation of the transfer, as may be required by Licensor. .

16. **[intentionally omitted]**.

17. **Rights of Survivorship of the Agreement.** This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Licensor by or with another entity.

18. **Audit Responsibilities:** This Section sets out the sole audit right under this agreement.

a)   DOD will maintain, and promptly provide to Publisher upon its request, but no more frequently than once in a twelve (12) month period, accurate records regarding use of the software by or for DOD. If DOD becomes aware of any unlicensed use of the software, DOD will notify Contractor and Publisher within 15 calendar days, providing reasonable details. The limit of DOD's responsibility for any unlicensed use of the software by any Users employed by or performing services for DOD is the requirement that DOD purchase additional licenses for the product through Contractor without any penalty or promptly stop using the software and delete any unauthorized copies.

b)   DOD will perform a self-audit, upon the request of the Publisher, but no more frequently than once in a twelve (12) month period, and report any change in software program use (hereinafter "True up number"). The Publisher may make such a request of an individual agency of the DOD and will notify the DOD in the event of such a request. If the Publisher requests a self-audit from a DOD agency, it will not make another request of that agency for at least 12 months. Any self–audit, which shall be certified by a DOD employee authorized to do so, shall include, but not be limited to, the number of copies of the programs installed and/or in use by the DOD, the designated system(s) on which the programs are installed and/or running, and if applicable, the number of users of the programs. DOD shall notify Contractor and Publisher of the True up number no later than 90 calendar days after completion of the self-audit. If the self-audit finds that DOD is under-licensed, DOD will either 1) cease use of the quantity in excess of the DoD licensed quantity and work with the Publisher and Contractor in good faith to account for such excess use or 2) make an additional purchase of the product through Contractor, wherein such pricing is in accordance with any current ESI pricing. The procurement of additional licenses, if required, will transpire no later than 60 days after DOD's aforementioned notification. There will be no penalties involved in the procurement of the additional licenses.

19. **[Intentionally Omitted]**.

20. **Net-Centricity:** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To

reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://DoDcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services.

21. **Section 508 of the Rehabilitation Act Compliance:** The extent to which a licensed product is, at the time of delivery, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of Section 508 of the Rehabilitation Act of 1973, in effect as of the Effective Date, is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT), provided that such licensed product is used in accordance with the applicable Documentation and that any assistive technologies and any other products used with the licensed product properly interoperate with such licensed product. In the event that no VPAT is available for a particular licensed product, the outcome may be that a licensed product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all.

22. **Orders**: Any term or condition in an order to be placed that will expressly supersede a term or condition of this agreement must be approved in writing by Licensor and via email by the designated DOD PCO for this ESI BPA, a copy of which shall be attached to such order. Any term or condition in an order that has been placed that expressly supersedes a term or condition of this agreement is ineffective unless subsequently agreed to in writing by Licensor and via an email by the designated DOD PCO for this agreement attached to the order with an Administrative Modification. For the avoidance of doubt, no terms included in any purchase order, procurement internet portal, or other similar non-CrowdStrike document shall apply to the licensed products unless otherwise agreed to in writing by Licensor and the designated DOD PCO for this ESI BPA.

23. **[Intentionally Omitted]**.

24. **[Intentionally Omitted]**.

25. **Authorized Users:** An Authorized User includes, but is not limited to DoD government employees (military, civilian, reserves, national guard), authorized contractors (as defined in Exhibit A), non-human devices, detailed individuals that are included and accounted for in the DoD in support of DoD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs. Notwithstanding the foregoing, DoD's access and use is limited to the quantity ordered in the applicable order, which quantity is based on the license metric that applies to such licensed product (e.g., number of endpoints (such as computers, laptops, desktops, and other devices), size of company (based on number of employees), number of file uploads, or number of queries). For those licensed products requiring user accounts, only the single individual user assigned to a user account may access or use the licensed product. User accounts for authorized contractors may be established only for those licensed products permitting use or access by authorized contractors as described in Exhibit A.

26. **[Intentionally Omitted]**.

27. **[Intentionally Omitted]**

28. **[Intentionally Omitted]**

29. **Third Party Software:** Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.

30. **[Intentionally Omitted]**.

31. **[Intentionally Omitted].**

32. **Finality of Terms:** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DoD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.

33. **Software Titles Incorporated by this License Agreement:** All software titles sold by Licensor will be incorporated into this agreement and any and all other software or software title which may be added through Licensor's in-house development or corporate acquisition. It is the DoD's anticipation this agreement will cover any and all software companies Licensor may purchase in the future.

34. **Use of this Agreement by the Federal Government:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is an agency of the Federal Government, then, the terms and conditions of this Agreement can apply to any purchase of software products by that agency, and that the terms and conditions of this Agreement become part of the purchase document upon the written agreement of Licensor and such agency of the Federal Government. Additionally, should a Federal Government Agency desire to use this agreement, it will be without remuneration to any party.

35. **[Intentionally Omitted]**

36. **[Intentionally Omitted]**

37. **[Intentionally Omitted]**

38. **Ineffective Provisions**: If any document incorporated by reference into this agreement, and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law, and/or (d) that otherwise violates applicable Federal law, then, such terms shall not apply and shall have no effect. If any document incorporated by reference into this agreement, including additional terms and conditions included and/or referenced therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Publisher or any other party.

39. **Data Ownership in a Cloud Environment:** When the term of services end, Licensee generally no longer has rights to access or use the services, including the associated Publisher programs and services environments. At the end of the applicable subscription period (i) Licensor will allow Licensee to retrieve Licensee data stored in Licensor's Falcon Platform after expiration or termination of the applicable subscription period for the remaining portion of the data retention period, provided that prior to such expiration or termination, Licensee has issued a technical support ticket requesting that such access be made available and (ii) Publisher may delete or otherwise render inaccessible any of Licensor's data that remain in the services environment.

40. **Professional Services:** Publisher may subcontract all or part of the Services to be performed, to a qualified third party only with the explicit written acceptance of the Licensor. Any subcontracting of services must be noted on the Order Form and acknowledged in the customer's delivery order.

41. **[Intentionally Omitted]**.

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EXHIBIT A

Software License Agreement – CrowdStrike Terms and Conditions

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1.   Definitions.

"Affiliate" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"**Authorized Contractor**" means any individual or entity (other than a CrowdStrike Competitor) that has a written agreement to provide Customer services and is subject to confidentiality obligations covering CrowdStrike's Confidential Information and that is authorized hereunder to have access or use of a Product solely on behalf of and for Customer's Internal Use. Note that certain Products may not be used by Customer's Authorized Contractors. Customer's Authorized Contractors are subject to the terms and conditions herein and Customer remains responsible for their acts and omissions, and any breach by any such Authorized Contractor of the terms or conditions herein is a breach by Customer.

"**CrowdStrike Competitor**" means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

"**CrowdStrike Tool**" means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike's products.

"**Documentation**" means CrowdStrike's end-user technical documentation supplied with the applicable Offering.

"Error" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

"**Internal Use**" means access or use solely for Customer's own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use for the benefit of any person or entity other than Customer or for the development of any product or service. Internal Use is limited to access and use by Customer's employees unless this Agreement otherwise expressly authorizes use or access by Customer's Authorized Contractors, and in such case, solely on Customer's behalf and for Customer's benefit.

"License/Access Term" means the period of time during which Customer is authorized by CrowdStrike to access and use the Product or Product Related Service as set forth in the applicable Order.

"**Offerings**" means, collectively, any Products, Product-Related Services, or Professional Services.

"Order" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies any Offering and any quantity thereof ordered by Customer based on CrowdStrike's applicable license metrics (e.g., number of endpoints (computers, laptops,

desktops, and other devices), size of company (based on number of employees), number of file uploads, or number of queries). For an Order, only those transaction-specific terms detailing the Offerings ordered, quantity, price, payment terms, License/Access Term, and billing/provisioning contact information will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable.

"Product" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, including any Documentation and any Updates (as applicable) thereto that may be made available to Customer from time to time by CrowdStrike.

"Product-Related Services" means, collectively, (i) Falcon OverWatch; and (ii) the technical support services for certain Products provided by CrowdStrike -- either the standard support that is included with a Product during its License/Access Term or any additional support and/or support training options purchased as a separate SKU on an Order. Product-Related Services do not include Professional Services.

"Professional Services" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber security adversaries, tabletop exercises, and next generation penetration tests related to cyber security.

"Services" means, collectively, any Product-Related Services and any Professional Services.

"Statement of Work" or "SOW" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"Updates" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any object code software component of a Product and made available to Customer by CrowdStrike from time to time.

2.   Agreement Scope & Terms.

2.1   Entire Agreement. These CrowdStrike Terms and Conditions together with each Order (this "Agreement") constitute the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes, and its terms govern, all prior proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter.

2.2   Payment. Customer will pay the fees for Offerings as set forth in the applicable Order. Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice (unless otherwise expressly set forth on the Order). All fees and other amounts are non-refundable (except as otherwise expressly provided in this Agreement) and exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated, and Customer will pay all such taxes

levied or imposed by reason of the transactions hereunder, except for taxes based on CrowdStrike's net income.

2.3   Affiliates and Resellers. Any Affiliate purchasing hereunder or using or accessing any Offering hereunder will be bound by and comply with all terms and conditions of this Agreement and Customer will remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike. Any Order through resellers is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

3.   Access & Use Rights.

3.1   Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("Evaluation Product"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (a) the License/Access Term is as mutually agreed upon by Customer and CrowdStrike, provided that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (b) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (c) Customer's access and use is limited to Internal Use.

3.2   Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in Section 15.1 (Assignment)), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable License/Access Term. Customer's access and use is limited to the quantity ordered in the applicable Order, which quantity is based on the license metric that applies to such Product (e.g., number of endpoints (such as computers, laptops, desktops, and other devices), size of company (based on number of employees), number of file uploads, or number of queries). Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

    (a)   Products with Object-Code Components. If Customer purchases a subscription to a Product with an object-code component ("Software Component"), Customer may, during the License/Access Term: (i) install and run multiple copies of the Software Components, respectively, solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity based on the applicable license metric as ordered in the applicable Order; and (ii) allow Customer's Authorized Contractors to use and access the Software Component and associated Products solely on behalf, and for the benefit, of Customer and Customer's Affiliates.

    (b)   CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in Section 3.2 (Access & Use Rights) applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve delivery of CrowdStrike Tools.

    (c)   Restrictions. The access and use rights set forth in Section 3.2 (Access & Use Rights) do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to

provide management, hosting, or support for an Offering; (i) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in Section 15.1 (Assignment)); (iv) allow third parties to access or use an Offering (except for Authorized Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information or develop malware; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any benchmark or stress tests, competitive analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Product to other products for Customer's Internal Use); (x) violate the Acceptable Use Policy; (xi) use any feature of CrowdStrike APIs for any purpose other than in the performance of this Agreement; or (xii) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

(d)   Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. User accounts for Authorized Contractors may be established only for those Products permitting use or access by Authorized Contractors as described herein. Customer is liable and responsible for all actions and omissions occurring under Customer's and Customer's Authorized Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

(e)   Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("Malware Samples"), Customer acknowledges and agrees that Customer's access to and use of Malware Samples is at Customer's own risk, that Customer has the requisite skill to safely handle Malware Samples, that Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data, and that Customer shall use the Malware Samples solely for evaluation of the Product and Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.3   Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. See the licensing terms and attributions for the third party software that CrowdStrike uses at: https://falcon.crowdstrike.com/opensource.

4.   Cooperation & Services.

4.1   Cooperation. Customer authorizes CrowdStrike for purposes of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy

Act, 18 U.S.C. § 2701 et seq. (and similar state, local and non-US laws) to access data and systems and process and transmit data through the Offerings.

4.2   Professional Services.   Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order. Professional Services do not constitute works for hire and the only deliverable is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information.   Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("Deliverable"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed hereunder (including without limitation all intellectual property rights therein and thereto) (the "CrowdStrike Materials") and that title shall remain with CrowdStrike. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into (not just referenced in) the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in Section 15.1 (Assignment)), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

5.   Data Security and Privacy. See Exhibit A.

6.   Ownership & Feedback. Products and Product-Related Services are made available or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Offerings, except for any Deliverable. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

7.   Third Party Agreements. Customer is responsible for obtaining and maintaining all telecommunications, broadband, computer equipment, and services needed to access and use the Offerings and for paying all charges related thereto. Offerings may contain features designed to interface with applications or services provided or made available by third parties ("Third Party Services"). In order to use a feature in connection with a Third Party Service, Customer must have a license from the provider of the relevant Third Party Service. If the Third Party Services are no longer available or if the applicable third party provider no longer allows the Third Party Services to interface with an Offering, then such features will no longer be available or function with an Offering. CrowdStrike and the provider of the applicable Third Party Service disclaim all warranties, indemnities, obligations, and other liabilities in connection with any interface or integration with the Third Party Service. Further, CrowdStrike disclaims all warranties, indemnities, obligations, and other liabilities in connection with any Third Party Service.

8.   Confidentiality.

8.1   Definitions. In connection with this Agreement, each party ("Recipient") may receive Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be

reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

8.2   Restrictions on Use. Except as allowed in Section 8.3 (Exceptions), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information.

8.3   Exceptions. Recipient may disclose Discloser's Confidential Information: (a) to the extent required by applicable law or regulation; (b) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (c) in connection with any regulatory report, audit, or inquiry; or (d) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give Discloser prompt written notice of such requirement or request prior to such disclosure and a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to making such disclosure. If CrowdStrike is legally required to respond to a third party request for information (including but not limited to a third party subpoena) or to provide documents, information or testimony in connection with a Professional Services engagement, Customer shall pay all of CrowdStrike's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) in connection therewith. If CrowdStrike's Professional Services employees are required to expend time in such efforts, Customer shall pay the then current list price Professional Services fees for actual hours worked in responding to such requirement.

8.4   Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (a) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (b) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

9.   Warranties & Disclaimer.

9.1   No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

9.2   Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable License/Access Term that the Product will operate without Error and that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the License/Access Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the License/Access Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable License/Access Term.

9.3   Services Warranty. CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

9.4   Exclusions. The express warranties do not apply if the applicable Product or Service (a) has been modified, except by CrowdStrike, (b) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (c) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only. CrowdStrike has no responsibility for third party services, products or content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy, or timeliness of the information located within them.

9.5   No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

9.6   Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE

OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and CrowdStrike Tool in such applications and installations.

10.   Indemnification.

10.1   CrowdStrike's Obligation. CrowdStrike shall at its cost and expense (a) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (b) pay, indemnify, and hold Customer harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (x) gives CrowdStrike prompt written notice of such claim; (y) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability or pay money without Customer's prior written consent); provided that the control of the defense and settlement is subject to 28 U.S.C. §516; and (z) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

10.2   Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (a) procure the right to allow Customer to continue using the applicable Offering; (b) modify or replace the applicable Offering to become non-infringing; or (c) if neither (a) nor (b) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the License/Access Term.

10.3   Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (a) any modification to the applicable Offering not made by CrowdStrike; (b) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (c) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided with a modified version intended to address such alleged infringement; (d) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (f) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

10.4   Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

11.   Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 10 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (a) ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (b) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THE TWELVE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY.   THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION.

12.   Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including applicable export and import laws. Customer acknowledges and agrees the Product shall not be used, 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"). Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

13.   U.S. Government End Users. The Products and Documentation are "commercial items," as that term is defined in FAR (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products and Documentation are being licensed to U.S. government end users under the license(s) customarily provided to the public as forth in this Agreement. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Products and Services and return the Products and Services and any other software or technical data delivered as part of the Products and Services, unused, to CrowdStrike. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

14.   Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. If Customer materially breaches Section 3.2 (Access and Use Rights) of this Agreement or fail to pay CrowdStrike on time (and fail to cure such material breach in accordance herewith), in addition to all other rights and remedies that CrowdStrike may have at law or in equity, CrowdStrike may, without terminating this Agreement, and in its sole discretion and without further notice to Customer, suspend Customer's access or use of the Offerings. Either party may terminate this Agreement: (a) upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period; or (b) immediately, if the other party ceases to do

business, becomes insolvent, or seeks protection under any bankruptcy or comparable proceedings. Upon termination of this Agreement for any reason: (i) all Customer's access and use rights granted in this Agreement will immediately terminate; (ii) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's endpoints; and (iii) data retention is based on the retention parameters that Customer has purchased for the applicable Product and such data will be deleted in accordance with such parameters. Sections 1 (Definitions), 3.2(c) (Access and Use Right - Restrictions), 6 (Ownership and Feedback), 8 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 14 (Termination), and 15 (General) and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

15.   General.

15.1   Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

15.2   Governing Law; Federal Acquisition Regulation (FAR) Clauses.

        (a)   The Federal laws of the United States govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Notwithstanding the foregoing, CrowdStrike reserves the right to file a suit or action in any court of competent jurisdiction as CrowdStrike deems necessary to protect its intellectual property and proprietary rights and to recoup any unpaid fees.

        (b)   The following clauses are incorporated by reference into this Agreement, and wherever necessary to make the context of those clauses applicable to this Agreement, the terms "Contractor", "Prime Contractor" and "Offeror" shall mean CrowdStrike, the term "Contract" shall mean this Agreement, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean Customer: FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Oct 2018), subsections (b) Assignment; (d) Disputes; (g) Invoice; (i) Payment; (q) Other compliances; (r) Compliance with laws unique to Government contracts; and (u) Unauthorized Obligations. In accordance with FAR 12.302(b), the remaining subsections of FAR 52.212-4 have been tailored consistent with customary commercial practice and are addressed in other sections of this Agreement. United States law will apply to resolve any claim of breach of this Agreement.

15.3   Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

15.4   Waiver & Severability; Amendments; Order of Precedence The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining

provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties. If there is a conflict between the terms contained in the main body of this Agreement and any SOW, the terms in the main body will prevail over the terms in a SOW.

15.5   Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care.

15.6   Notices. All legal notices will be given in writing to the addresses below and will be effective (a) when personally delivered, (b) on the reported delivery date if sent by a recognized international or overnight courier, or (c) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

Exhibit A: Data Security and Privacy Schedule

1. **Definitions**.
a. "**CrowdStrike Systems**" means those computer systems hosting the 'Falcon EPP Platform'.
b. **"Execution Profile/Metric Data"** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, scripts, and processes, that Customer provides to CrowdStrike in connection with this Agreement or that is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data to the extent that it includes Personal Data for which Customer is responsible. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data.
c. "**Personal Data**" means information used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
d. "**Privacy and Security Laws**" means U.S. federal, state and local and non-U.S. laws that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
e. "**Process or Processing**" means the collection, access to, use, storage, disclosure, transfer, or other processing of Personal Data of any natural person whom Customer authorizes to use or access an Offering.
f. "**Security Incident**" means unauthorized access to, or unauthorized acquisition of, Personal Data stored on CrowdStrike Systems that results in the compromise of Personal Data for which Customer is responsible.
g. "**Threat Actor Data**" means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data to the extent that it includes Personal Data for which Customer is responsible.

2. **Falcon Platform**
The 'Falcon EPP Platform' uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customers, analyze trends and performance, improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information.

3. **Processing Personal Data**.
    a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings,

administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer's written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cybersecurity. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage Customer's endpoint.   In some instances, these files could contain Personal Data for which Customer is responsible.

4. Compliance with Privacy and Information Security Requirements
    a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws and the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area. In addition, CrowdStrike shall comply with the U.S. - Swiss Safe Harbor framework or its successor as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland. CrowdStrike's privacy notice may be found at http://www.crowdstrike.com/privacy-notice/. To the extent that Customer is a controller of Personal Data originating in the European Union or Switzerland, the Data Protection Addendum set forth on the portal shall apply to CrowdStrike's processing of such Personal Data.
    b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Personal Data and protect such Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix A which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
    c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Personal Data to only those employees, agents, and subcontractors who have a need to access the Personal Data in order to provide, support, and improve the Products and Services. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Personal Data; (ii) receive notice of any Security Incident discovered by CrowdStrike and provide notice of any such Security Incident to Customer; and (iii) coordinate CrowdStrike's Security Incident response and remedial action.

5. Security Incident Response.   In the event CrowdStrike discovers a Security Incident, CrowdStrike shall:

    a. Promptly notify Customer of the discovery of the Security Incident. Such notice shall summarize the known circumstances of the Security Incident and the corrective action taken or to be taken by CrowdStrike.

    b. Conduct an investigation of the circumstances of the Security Incident.

    c. Use commercially reasonable efforts to remediate the Security Incident.

    d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Incident.

6. <u>Provision of SOC II, Type 2 Report and SIG.</u> Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (1) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (2) provide its completed Standardized Information Gathering (SIG) questionnaire for the CrowdStrike Systems.

7. **Security Assessment**. Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in its sole discretion, provide Customer with access to information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

8. **Customer Obligations**. Customer confirms that it has a lawful basis in having CrowdStrike process the Personal Data and/or that Customer has made such disclosures and obtained such consents and authorizations for the lawful processing of Personal Data by CrowdStrike.

9. **Notices**. The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:

    a. CrowdStrike: Drew Bagley, Senior Privacy Counsel (drew.bagley@crowdstrike.com with a copy to [legal@crowdstrike.com)](mailto:legal@crowdstrike.com). For any Security Incident: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).

    b. Customer: the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

Appendix A
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. **Governance**	**a.** Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data **b.** Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. **Risk Assessment**	a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. **Information Security Policies**	**a.** Create information security policies, approved by management, published and communicated to all employees and relevant external parties. **b.** Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. **Human Resources Security**	a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Information or relevant CrowdStrike Systems, subject to local law **b.** Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. **Asset Management**	a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements **c.** Implement procedures to clearly identify assets and assign ownership
6. **Access Controls**	a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Information, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Information, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Information and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel

	h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	**a.** Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests
10. Communications Security	a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Incident Management	a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Incidents c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Incident response team
14. Business Continuity Management	**a.** Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to