ExtraHop Terms and Conditions

IN ORDER TO USE THE EXTRAHOP OFFERINGS, YOU MUST FIRST AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT. YOU MAY NOT USE THE EXTRAHOP OFFERINGS IF YOU DO NOT ACCEPT THIS AGREEMENT. BY CLICKING ON THE "I AGREE" BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, BY INSTALLING, ACCESSING OR USING ANY OF THE EXTRAHOP OFFERINGS, OR BY AUTHORIZING/ALLOWING A THIRD PARTY TO DO ANY OF THE FOREGOING ON YOUR BEHALF, YOU ACKNOWLEDGE AND AGREE:

(A) THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT;
(B) TO BE LEGALLY RESPONSIBLE FOR COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER AND ANY AFFILIATE RECEIVING AN EXTRAHOP OFFERING;
(C) THAT YOU ARE DULY AUTHORIZED TO LEGALLY BIND BOTH CUSTOMER AND ANY AFFILIATE RECEIVING AN EXTRAHOP OFFERING TO THIS AGREEMENT; AND
(D) THAT THIS AGREEMENT, TOGETHER WITH ANY ADDITIONAL TERMS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT, AND SUPERSEDES ALL PROPOSALS OR PRIOR OR CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER.

These ExtraHop Terms and Conditions (this "**Agreement**") are entered into by and between ExtraHop Networks, Inc., a Delaware corporation ("**ExtraHop**") and you, the Party purchasing, licensing, or receiving an ExtraHop Offering ("**you**" or "**Customer**") and governs your purchase, access to, and use of any ExtraHop Offering to the extent Customer has purchased, accessed, or used such ExtraHop Offerings under an Ordering Document.

1   **Definitions**. For purposes of this Agreement, the terms listed below shall have the following meanings:

1.1   "**Claim**" means a claim brought against a Party by a third party.

1.2   "**Cloud Services**" means a subscription-based service consisting of the ability to use the software or a virtual appliance, as applicable, in a hosting environment, including Support Services, accompanying application program interfaces (API), and Documentation related thereto.

1.3   "**Confidential Information**" means with respect to either Party, any information disclosed by such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement, on or after the Effective Date of this Agreement, which is either marked confidential , or is of a nature as would put a reasonable person on notice as to the confidential or proprietary nature of the information, including without limitation materials or information related to requests for proposal, quotes, or the ExtraHop Offerings. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party, (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality, (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information, or (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure. Notwithstanding the foregoing, if the Parties entered into a confidentiality, non-disclosure, or other similar agreement on or before the Effective Date, the information disclosed under such prior agreement shall be deemed Confidential Information hereunder.

1.4   "**Customer Content**" means all data or information that is provided to ExtraHop by, or on behalf of Customer, in connection with the use of the ExtraHop Offerings.

1.5   "**Documentation**" means the applicable user product and technical documentation provided with a Product or Cloud Service.

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1.6   "**Enhancements**" means subsequent features, functionalities, upgrades and/or new versions for any part of the Cloud Services to which Customer is currently subscribed pursuant to an Ordering Document or the applicable Documentation.

1.7   "**Error(s)**" means a reproducible failure of a Product to perform in material conformity with its applicable Documentation.

1.8   "**Evaluation Offerings**" means ExtraHop Offerings provided by ExtraHop to Customer for a limited period on a free or discounted trial basis. "**Evaluation Hardware**" means the hardware and related components related to Evaluation Offerings.

1.9   "**ExtraHop Offerings**" means, collectively and individually, Products, Cloud Services, and Services provided by ExtraHop pursuant to this Agreement.

1.10   "**ExtraHop Partner**" means an authorized reseller or distributor of the ExtraHop Offerings.

1.11   "**ExtraHop Tools**" means any and all proprietary tools, computer programs, algorithms, know-how, concepts, methodologies, templates, routines, sequences, software, firmware, designs, scripts, interfaces, programming code, applets, executables, objects, files, utilities, databases, methods, techniques, processes and other materials and ideas related to, or embedded in, the ExtraHop Offerings, whether pre-existing or developed by ExtraHop in the course of delivering the ExtraHop Offerings.

1.12   "**Losses**" means costs, damages, expenses (including reasonable attorneys' fees and court costs), and liabilities.

1.13   "**Offering Data**" means all data created by, or resulting from, operation of the ExtraHop Offerings, including but not limited to machine-generated learning, analyses, benchmarking, and aggregate statistics; provided, however, that any Offering Data shall not include personally identifiable information, such that there is no reasonable basis to believe that it could be used to identify Customer or any individual, account, device, or organization.

1.14   "**Ordering Document**" means a written purchase order, quote, statement of work, or similar ordering document between Customer and ExtraHop Partner, and accepted by ExtraHop, under which Customer agrees to purchase the ExtraHop Offerings. Any reference to purchasing with regard to ExtraHop Offerings are intended by the Parties to mean purchases of licenses to such ExtraHop Offerings.

1.15   "**Party**" means either ExtraHop or Customer individually, as the context indicates; and "**Parties**" means ExtraHop and Customer, collectively.

1.16   "**Products**" means software, hardware, and any Documentation, and any related Support Services.

1.17   "**Professional Services**" means implementation, training, consulting and other similar services provided by ExtraHop pursuant to an Ordering Document.

1.18   "**Services**" means collectively Support Services, and Professional Services provided by ExtraHop.

1.19   "**Support Services**" means the services provided by ExtraHop to support technical requests from Customer and to maintain software components of the applicable Cloud Services and Products including the provision of Updates and Enhancements, which shall not be considered Professional Services hereunder and will be delivered in accordance with the applicable support plan detailed in https://www.extrahop.com/support/.

1.20   "**Updates**" means any Error correction, update, patch or other modification to Products provided to Customer from time to time as part of any then-current term of Support Services.

2   **Use and License**
2.1   **Grant**. Customer is granted a non-exclusive, non-transferrable, and revocable license to access and use the ExtraHop Offerings solely for its internal business purposes, subject to this Agreement. This license is limited by the terms listed herein, as well as, the transaction-specific details (e.g., quantities, types, term, etc.) as detailed in an Ordering Document.

2.2   **Restrictions**. Customer shall not directly or indirectly: (a) sell, sublicense, resell, rent, time-share, lease or otherwise attempt to transfer rights in or to the ExtraHop Offerings, or any component thereof; (b) reverse engineer, decompile or disassemble, or otherwise attempt to discover any source code or other operational mechanisms, circumvent its functions, or attempt to gain unauthorized access to, modify, or create any derivative works based on, the ExtraHop Offerings, or any component thereof; (c) access or use of the ExtraHop Offerings for the purposes of monitoring availability, performance, or functionality in order to build a competitive technology or service to the ExtraHop Offerings; (d) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an ExtraHop Offering (provided, that this does not prevent Customer from comparing the ExtraHop Offerings to other products for Customer's internal use); (e) create public Internet "links" to an ExtraHop Offering, or otherwise use an ExtraHop Offering in an unauthorized application service provider or managed service provider environment; or (f) use the ExtraHop Offerings, or any component thereof, in any manner, or for any purpose, that violates any applicable law or any right of any third party, including but not limited to intellectual property rights or rights of privacy.

3   **Intellectual Property**.
3.1   **ExtraHop Offerings Ownership**. ExtraHop and its suppliers and/or licensors retain all worldwide right, title and interest in and to the ExtraHop Offerings, Offering Data, ExtraHop Tools, Documentation, and all technology, materials and the inventions and pre-existing content incorporated therein, and all derivative works, modifications and enhancements thereto and all intellectual property rights in any of the foregoing.

3.2   **Customer Content Ownership**. Customer has sole ownership of the Customer Content, including all intellectual property rights thereto. ExtraHop will not sell, rent, or lease Customer Content to others. Customer grants to ExtraHop a limited, non-exclusive, non-sublicensable, non-transferable license to use, copy, store, and process the Customer Content to provide the ExtraHop Offerings, including preventing and resolving technical and design issues, optimizing the experience, or as may otherwise be requested by Customer. For the avoidance of doubt, Customer may export Customer Content from the ExtraHop Offerings, at any time, in accordance with the Documentation.

3.3   **Feedback**. To the extent that Customer provides any feedback related to the ExtraHop Offerings to ExtraHop, Customer grants to ExtraHop a worldwide, nonexclusive, transferable, sublicensable, royalty-free, license to use such feedback for any legal purpose, including incorporating it into the ExtraHop Offerings.

4   **Warranties**.
4.1   **ExtraHop Offerings**. ExtraHop warrants that: (a) ExtraHop is the owner, or authorized distributor of, and has the right to perform, deliver and sell the ExtraHop Offerings; and (b) ExtraHop has used industry standard techniques to prevent viruses, Trojan horse, or other similar malicious software prior to Customer's access to the ExtraHop Products or Cloud Services. The sole and exclusive remedy for a nonconformance under this Section 4.1 shall be with regard to: (i) Section 4.1(a) the indemnification provided for in Section 8 of this Agreement; or (ii) Section 4.1(b) that ExtraHop will promptly remove any such virus at the sole expense of ExtraHop.

4.2   **Professional Services**. ExtraHop warrants that it will perform all Professional Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify ExtraHop

of any nonconformity with the terms of this Section 4.2 during the period the Professional Services are being performed; but, in any event, not later than thirty (30) days after the conclusion of the affected Professional Services. The sole and exclusive remedy for a nonconformance under this Section 4.2 will be for ExtraHop, at ExtraHop's option and expense, to: (a) use commercially reasonable efforts to re-perform the non-conforming Professional Services, or (b) refund the portion of the fees paid attributable to the non-conforming Professional Services.

4.3 **Customer Content**. Customer warrants to ExtraHop that: (a) Customer is the owner or authorized licensee of the Customer Content, and has secured all necessary licenses, consents, authorizations and waivers for the use of the Customer Content; and (b) Customer shall not use the ExtraHop Offerings or their underlying capabilities, to conduct any illegal activity, or to engage in any activity in violation of Section 2 hereunder, which infringes upon the rights of ExtraHop or any third party. If Customer breaches this warranty, then in addition to any other rights or remedies ExtraHop may have in law or equity, ExtraHop may suspend Customer's use of, and license to, the ExtraHop Offerings.

4.4 **Disclaimer**. EXCEPT AS EXPRESSLY STATED HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EXTRAHOP OR CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NEED, FUNCTIONALITY, MERCHANTABILITY, OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED; AND EXTRAHOP DOES NOT WARRANT THAT USE OF THE EXTRAHOP OFFERINGS WILL BE UNITERRUPTED OR ERROR FREE, NOR THAT THE EXTRAHOP OFFERINGS WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS OR VULNERABILITIES.

5 **Confidential Information**. Neither party will use the other Party's Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to those of its affiliates, employees and subcontractors that need to know such Confidential Information for the purpose of performing under this Agreement, provided that each such affiliate, employee or subcontractor is subject to binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as that Party uses with respect to its own Confidential Information of similar sensitivity (but in no event less than a reasonable degree of care). The foregoing obligations will not restrict either party from disclosing Confidential Information of the other Party: (a) pursuant to a legally binding governmental order, provided that the Party required to make such a disclosure gives reasonable notice to the other Party (unless prohibited by the relevant Ordering Document) to contest such order or seek protective measures against such disclosure, and (b) on a confidential basis to its legal or financial advisors. In addition, each Party may disclose the terms and conditions of this Agreement: (i) as required under applicable securities regulations, and (ii) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such Party.

6 **Compliance with Laws**. Each party shall perform its obligations in a manner that complies with all applicable laws and regulations, compliance with which is required of such Party or for which such Party is responsible hereunder. The ExtraHop Offerings may be subject to export laws and regulations of the United States and other jurisdictions, including those governing data encryption or cryptographic software, and Customer shall comply with all applicable export and import control laws and regulations. Unless otherwise agreed to in the Transaction Document, any hardware required for an ExtraHop Offering will be shipped FCA Origin to the location provided on the Ordering Document via ExtraHop standard carriers with title (where applicable), and risk of loss passing upon delivery to the carrier agent. Customer shall not permit access to, or use of, the ExtraHop Offerings by a person or in a country embargoed by, or in violation of, any applicable export laws or regulations.

7 **Customer Content Security and Privacy**. ExtraHop has implemented, and shall maintain at all times during the term of the applicable Ordering Document, appropriate organizational, physical, and technical measures designed to safeguard the ExtraHop Offerings, as provided for in summary detail in the ExtraHop Security,

Privacy and Trust Overview. Any remote access to the ExtraHop Offerings shall be initiated and terminated by Customer and Customer shall remain in control of such access. To the extent the Customer Content includes information subject to privacy or data protection laws, the most recent version of ExtraHop's Data Processing Agreement can be found at https://www.extrahop.com/go/dpa.

8 **Indemnification**.
8.1 **Obligation**. ExtraHop shall indemnify, defend, and hold harmless Customer from and against any Losses resulting from, or arising out of, a Claim brought or made against Customer to the extent such Claim alleges the infringement of such third party's patent or copyright by the ExtraHop Offerings. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customer and implemented by ExtraHop at Customer's request; (b) the ExtraHop Offerings being modified by, combined or interconnected with, added to, or used with equipment, apparatus, device, data, software, products, or services not supplied or approved by ExtraHop in writing; (c) modifications to the ExtraHop Offerings by any person or entity other than ExtraHop or an authorized ExtraHop service provider; or (d) use of the ExtraHop Offerings other than in accordance with the Documentation.

8.2 **Remedies**. If a Claim under Section 8.1 for which Customer is entitled to be indemnified has occurred, or in ExtraHop's reasonable opinion is likely to occur, then ExtraHop shall, at its expense, do one of the following: (a) procure for Customer the right to continue to use the affected ExtraHop Offering(s); or (b) replace with non-infringing alternates or modify the affected ExtraHop Offerings so that they become non-infringing but allowing for the functionality after modification to be substantially equivalent.

8.3 **Procedure**. Promptly after Customer obtains knowledge of the existence or commencement of a Claim for which it is entitled to be indemnified under Section 8.1 above, Customer will promptly notify ExtraHop of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of Customer except to the extent that the rights of ExtraHop actually prejudiced or liability increased thereby. ExtraHop will have exclusive control of the defense and settlement of such Claim; provided, however, that Customer will reasonably cooperate with ExtraHop in the defense and settlement of such Claim and may employ its own counsel in a noncontrolling matter at Customer's own expense. ExtraHop may settle any Claim without Customer's written consent unless such settlement: (a) does not include a release of all covered claims pending against Customer; (b) contains an admission of liability or wrongdoing by Customer; or (c) imposes any obligations upon Customer other than an obligation to cease using any infringing items.

9 **Limitation of Liability**.
9.1 SUBJECT TO SECTION 9.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGIES, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR, OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE ACTUAL AMOUNTS PAID OR PAYABLE TO EXTRAHOP FOR THE RELEVANT ORDERING DOCUMENT UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY HEREUNDER.

9.2 The limitations in Section 9.1 above shall not apply to: (a) damages or losses occasioned by the breach by either Party of its confidentiality obligations under Section 5 above; (b) ExtraHop's indemnification obligations under Section 8 above; or (c) matters that cannot be excluded or limited by applicable law.

10 **Term and Termination**.

10.1 **Term**. This Agreement will begin on the Effective Date and will remain in effect for so long as an Ordering Document remains in effect, unless terminated earlier in accordance with the terms of this Agreement. The term of each Ordering Document will begin upon the date specified in the Ordering Document and will remain in effect for the term specified in the Ordering Document, unless terminated earlier by either Party in accordance with the terms of this Agreement.

10.2 **Termination**. Either Party may terminate this Agreement if the other party materially breaches any term of this Agreement and such breach is not cured within thirty (30) days of written notice.

10.3 **Insolvency**. This Agreement will terminate, effective upon delivery of written notice by either Party to the other Party, setting forth the effective date of termination: (a) upon the institution of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debts of the other Party; or (b) upon the making of an assignment for the benefit of creditors by the other Party.

10.4 **Suspension**. ExtraHop may immediately suspend use of the ExtraHop Offerings if ExtraHop reasonably believes: (a) there is a significant threat to the security, integrity, functionality, or availability of the ExtraHop Offerings; (b) Customer or its users are in breach of Section 2.2 (Restrictions); or (c) Customer fails to pay when undisputed fees are due; provided, however, that ExtraHop and/or ExtraHop Partner will use commercially reasonable efforts to provide written notice and an opportunity to remedy such nonpayment prior to such suspension.

10.5 **Effect of Termination**. Upon termination of this Agreement for any reason: (a) all use and license rights granted with regard to the ExtraHop Offerings will terminate; (b) Customer must promptly cease all use of ExtraHop Offerings and de-install all software components; and (c) Customer Content is Customer controlled, but will be deleted promptly following the effective date of termination. Any provision of this Agreement or an Ordering Document that contemplates performance or observance subsequent to the termination of the Agreement, or such Ordering Document, any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement or Ordering Document shall survive its termination.

11 **Ordering, Invoicing and Payment**. See your ExtraHop Partner's Ordering Document for transaction-specific details regarding tax, purchase, and shipping terms, as applicable. Unless otherwise provided for therein or under this Agreement, Ordering Documents are non-cancellable.

12 **Evaluations**. *Customer's use of Evaluation Offerings will be governed by this Agreement as modified by this subsection, and to the extent the terms of this Section 12 conflict with any other terms provided for in this Agreement, the terms of this Section 12 shall take precedence and govern with respect to Evaluation Offerings only.*

12.1 **No Warranty for Evaluation Offerings**. Evaluation Offerings will be provided to Customer "AS IS" without warranty of any kind, and will not create any obligation on the part of ExtraHop to continue to develop, support, or provide any such Evaluation Offering. For the avoidance of doubt, use of an Evaluation Offering will not create an obligation on the part of Customer to purchase such ExtraHop Offering prior to entering into an Ordering Document to such effect.

12.2 **Care and Return of Evaluation Hardware**. *The following only applies to Evaluation Offerings that include Evaluation Hardware that will be shipped to Customer, or a Customer vendor.* Customer will use reasonable care to maintain and protect such Evaluation Hardware, and assumes all risk of theft, loss, damage (excluding reasonable wear and tear) or destruction of the Evaluation Hardware from the time such Evaluation Hardware comes into Customer's possession or control, until such Evaluation Hardware is received by ExtraHop at the end of the applicable evaluation period. Within ten (10) business days of the end of the applicable evaluation period, Customer will securely package (in the original packaging) and return-ship to ExtraHop the Evaluation Hardware. Unless otherwise set forth in an Ordering Document, if Evaluation

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Hardware is not received by ExtraHop within thirty (30) days after the applicable evaluation period ends, ExtraHop will invoice Customer for the replacement cost (without markup) of such Evaluation Hardware.

13 **General**.

13.1 **Entire Agreement**. This Agreement, including any documents referenced or linked herein, constitutes the entire agreement between Customer and ExtraHop concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. This Agreement may only be modified or supplemented, or any rights under it waived, by a written document executed by both Parties. All provisions of this Agreement are severable, and the unenforceability or invalidity of any portion of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement. Furthermore, no failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

13.2 **U.S. Government End-Users**. T*he following only applies to acquisitions by, or for the benefit of, the U.S. government, or any U.S. government prime contractor, or subcontractor at any tier ("Government Users").* With regard to ExtraHop Offerings provided pursuant to this Agreement to Government Users, such ExtraHop Offerings are "commercial items," as that term is defined at U.S. Federal Acquisition Regulation ("**FAR**") 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212. In accordance with FAR 12.212, and the Defense FAR Supplement ("**DFARS**") 227.7202 as applicable, and notwithstanding any other FAR, DFARS, or other contractual clause or order of precedence provision to the contrary in any agreement or Ordering Document into which this Agreement may be incorporated, ExtraHop Offerings are provided with only those rights granted in this Agreement.

13.3 **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.

13.4 **Notice**. Any notice required or permitted in this Agreement will be in writing and will be deemed given: (a) when delivered personally, (b) four (4) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) two (2) business days after deposit with an express courier, with written confirmation of receipt, or (d) when sent by electronic mail. All notices will be sent to the address set forth below the signature line or other address for a party as specified in writing by that Party by following the procedure outlined in this Section.

13.5 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the state of Washington without regard or giving effect to its principles of conflicts of laws or to the United Nations Convention on Contracts for the International Sale of Goods. ExtraHop and Customer each submit to and hereby irrevocably waive any objection to the exclusive personal jurisdiction of, and that venue is proper in, any federal or state court in King County, Washington.

13.6 **Force Majeure**. Neither Party will be liable hereunder (and their performance shall be excused under this Agreement) by reason of any failure or delay in the performance of its obligations (except with respect to payment obligations) on account of strikes, shortages, riots, insurrection, terrorism, advanced persistent threats, fires, flood, storm, explosions, earthquakes, Internet outages, acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such party. ExtraHop will take all reasonable steps to resume provision of any affected obligations as soon as practicable following such events.

13.7 **Limited Permission to List**. Unless Customer otherwise directs ExtraHop by sending a request through the standard customer support portal, which may be given at any time and for any reason, ExtraHop may display Customer's name and logo (in accordance with any Customer branding guidelines provided) as an ExtraHop customer, so long as the manner in which it is displayed does not suggest Customer's endorsement of any specific ExtraHop products or services.

13.8 **Independent Contractors; Third Party Rights**. ExtraHop will perform any services hereunder as an independent contractor, and nothing herein will be construed to create an employment, partnership, joint venture or other principal-agent relationship between the Parties. Nothing in this Agreement, express or implied, is intended to, or will, confer upon any person other than the parties and the respective successors or permitted assigns of the Parties, any rights, remedies, obligations or liabilities.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized officers or representatives.

EXTRAHOP NETWORKS, INC.   **CUSTOMER**

By: _____   By:_____

Name: _____   Name:_____

Title: _____   Title: _____

Date: _____   Date: _____

Address for Notice: Address for Notice:

ExtraHop Networks, Inc.   [Full Entity Name]

520 Pike Street, Suite 1600   [Address]

Seattle, WA 98101 USA   [Address]

Attn: Legal Department   Attn:

Email: contractnotices@extrahop.com   Email:

[End of Agreement.]