



MASTER CUSTOMER AGREEMENT

This Master Customer Agreement governs Customer's access and use of Corelight Offerings. Capitalized terms have the definitions set forth herein.

BY ACCEPTING THIS AGREEMENT, BY (i) CLICKING A BOX INDICATING ACCEPTANCE, (ii) USING, INSTALLING, OR OTHERWISE ACCESSING THE OFFERINGS, BETA SERVICES, OR FREE OFFERINGS, (iii) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (iv) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF CORELIGHT OFFERINGS, BETA SERVICES, OR FOR FREE OFFERINGS, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE OFFERINGS.

The Offerings may not be accessed for purposes of monitoring their availability, functionality, or performance, or for any other benchmarking or competitive purposes.

Corelight's direct competitors are prohibited from accessing the Offerings, except with Corelight's prior written consent.

This Agreement was last updated on July 1, 2022 and is effective between Customer and Corelight as of the date of Customer's acceptance of this Agreement (the "Effective Date").

1. DEFINITIONS

"Affiliate" means any corporation or other entity that controls, is controlled by, or is under common control with a party to this Agreement. A corporation or other entity shall be deemed to control another corporation or entity if it (i) owns, directly or indirectly, greater than fifty percent (50%) of the voting shares or other interest, (ii) has the power to elect more than half the directors of such other corporation or entity, or (iii) has the ability, via contract or otherwise to direct the affairs of such other corporation or entity.

"Agreement" means this Master Customer Agreement.

"Beta Services" means any Corelight beta, non-production, or similarly designated service or functionality made available to Customer at no additional charge.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by Customer for or to the Offerings, excluding Non-Corelight Functionality.

"Deliverables" means all deliverables provided by Corelight to Customer as part of Professional Services.

"Documentation" means Corelight documentation related to the Offerings made generally available to Corelight's customers. Documentation does not include any material content, or information, in any format, which is obtained or derived from third party sources outside of Corelight that Customer may access through, within, or in conjunction with Customer's use of, the Offerings.

"Free Offerings" means Offerings that Corelight makes available to Customer free of charge. Free Offerings exclude Offerings offered as a free trial and Purchased Offerings.

"Hardware" means Corelight hardware listed on an Order Form.

"Non-Corelight Functionality" means software functionality provided by Customer or a third party that interoperates with an Offering.

"Offerings" means, collectively, Products, Support Services, Subscriptions, and Professional Services.



“Order Form” means an ordering document, Statement of Work, or online order between Customer or any of Customer’s Affiliates and Corelight or between an authorized reseller or distributor of Corelight Offerings and Corelight that specifies the Offerings to be provided hereunder. Order Forms shall include any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Products” means Corelight Software and Hardware that may include embedded Software and/or firmware components.

“Purchased Offerings” means Offerings that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Offerings or those provided pursuant to a free trial.

“Professional Services” means the services that are ordered by Customer and provided by Corelight, such as consulting, configuration, deployment, and training services related to Purchased Offerings.

“Software” means the software listed on an Order Form, as well as any modifications and updates, either embedded on the Hardware or on a stand-alone basis.

“Support Services” means the support and maintenance services offered by Corelight for the Products and Subscriptions.

“Statement of Work” or “SOW” means a mutually agreed upon document describing the Professional Services, such as any fees, objectives, activities, deliverables, and timetables.

“Subscriptions” means hosted services provided by Corelight.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use an Offering, for whom Customer has purchased an Offering (or in the case of any Offerings provided by Corelight without charge, for whom an Offering has been provisioned), and to whom Customer (or, when applicable, Corelight at Customer’s request) has supplied a user identification and password (for Offerings utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

“Work Product” means (a) any Deliverables and any expression or result of the Professional Services and (b) the work, findings, analyses, materials, inventions, applications, conclusions, recommendations, know-how, designs, enhancements, and other technology developed or created by Corelight in the course of performing the Professional Services.

2. CORELIGHT RESPONSIBILITIES

2.1 Purchased Offerings. Corelight will (a) make the Purchased Offerings available to Customer pursuant to this Agreement, and the applicable Order Forms (b) provide applicable Corelight Support Services, subject to Corelight’s then-current support terms, (c) use commercially reasonable efforts to provide Subscriptions substantially in accordance with the functionality described in the Documentation, except for: (i) planned downtime (of which Corelight shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Corelight’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Corelight employees), Internet service provider failure or delay, Non-Corelight Functionality, or denial of service attack, and (d) provide the Purchased Offerings in accordance with laws and government regulations applicable to Corelight’s provision of its Purchased Offerings to its customers generally (i.e., without regard for Customer’s particular use of the Offerings), and subject to Customer’s and Users’ use of the Purchased Offerings in accordance with this Agreement, the Documentation, and the applicable Order Form.

2.2 Customer Data. Corelight will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the data processing addendum at <https://www.corelight.com/legal/agreements/> (“DPA”) posted as of the Effective Date are hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Corelight, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of this Agreement, and an applicable Affiliate’s execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Corelight will make Customer Data available to Customer for export or download as provided in the Documentation. After such thirty (30) day period, Corelight will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.



2.2.1 De-Identified Data. Corelight may process, collect, and use Customer Data, including derivatives thereof, that have been hashed, obscured, aggregated, scrubbed, or otherwise processed to the extent that such data may not be re-associated with Customer or any account, organization, or individual. Such data shall not be deemed Confidential Information.

2.3 Beta Services. From time to time, Corelight may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services in its sole discretion. Customer may use the Beta Services for the period specified by Corelight (“Beta Period”). Customer will test the Beta Services in accordance with any conditions specified in the readme file for the software or any accompanying Documentation and will gather and report test data, feedback, comments, and suggestions to Corelight. Customer’s right to use the Beta Services will terminate upon expiry of the Beta Period. Corelight does not warrant that it will release a commercial version of the Beta Services, or that a commercial version will contain the same or similar features as the Beta Services. Additional terms and conditions may apply and will appear on the at <https://www.corelight.com/legal/agreements>. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Customer’s use of the Beta Services shall be governed by this Agreement, as modified by this subsection.

ANY DATA CUSTOMER ENTERS INTO THE BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE BETA SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER’S BETA PERIOD WILL BE PERMANENTLY LOST UNLESS CUSTOMER EXPORTS SUCH DATA, BEFORE THE END OF THE BETA PERIOD.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY CORELIGHT” SECTION BELOW, DURING THE BETA SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND CORELIGHT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES FOR THE BETA PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE CORELIGHT’S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED DURING THE BETA PERIOD SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, CORELIGHT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE BETA SERVICES DURING THE BETA PERIOD WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE BETA SERVICES DURING THE BETA PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE BETA PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CORELIGHT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE BETA SERVICES DURING THE BETA PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

2.4 Free Trials. If Customer registers for a free trial, Corelight will make the applicable Offering(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Offering(s), or (b) the start date of any Purchased Offering ordered by Customer for such Offering(s), or (c) termination by Corelight in its sole discretion. Additional trial terms and conditions may apply and will appear on the trial registration web page or at <https://www.corelight.com/legal/agreements>. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Customer’s use of free trial Offerings shall be governed by this Agreement, as modified by this subsection.

ANY DATA CUSTOMER ENTERS INTO THE OFFERINGS, AND ANY CUSTOMIZATIONS MADE TO THE OFFERINGS BY OR FOR CUSTOMER, DURING CUSTOMER’S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY CORELIGHT” SECTION BELOW, DURING THE FREE TRIAL THE OFFERINGS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND CORELIGHT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE OFFERINGS FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE CORELIGHT’S LIABILITY WITH RESPECT TO THE OFFERINGS PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, CORELIGHT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CORELIGHT AND ITS AFFILIATES FOR



ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE OFFERING'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE OFFERING BEFORE MAKING A PURCHASE.

2.4.1 Free Trial Hardware. Customer assumes all risks related to damage, destruction, theft, or loss of any Hardware beginning when Hardware comes into Customer's control or possession and ending when such Hardware is received by Corelight. Customer agrees to reimburse Corelight for any costs related to the repair or replacement of the Hardware. Customer shall, no later than five (5) business days from the end of the Free Trial and at Customer's expense, return all Hardware to Corelight.

2.5 Free Offerings. Corelight may make Free Offerings available to Customer. Use of Free Offerings is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Offerings are provided to Customer without charge up to certain limits. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Corelight, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Offerings or any part thereof. Customer agrees that any termination of Customer's access to the Free Offerings may be without prior notice, and Customer agrees that Corelight will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Offerings prior to termination of Customer's access to the Free Offerings for any reason, provided that if Corelight terminates Customer's account, except as required by law, Corelight will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY CORELIGHT" SECTION BELOW, THE FREE OFFERINGS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CORELIGHT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE OFFERINGS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE CORELIGHT'S LIABILITY WITH RESPECT TO THE FREE OFFERINGS SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, CORELIGHT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE OFFERINGS WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CORELIGHT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE OFFERINGS, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. CUSTOMER ACCESS AND USAGE

3.1 Access and Use. Subject to the terms of this Agreement, including the receipt by Corelight of all fees, Corelight grants to Customer during the applicable subscription term (a) a non-sublicensable, non-transferable, non-exclusive, right to use the Software (in object code form only) and Documentation solely for Customer's internal business operations and (b) access and use to Subscriptions for Customer's internal business operations. Customer grants Corelight access to connect to its systems via remote access to: (a) provide Support Services and Subscriptions and (b) monitor the performance, use, and functionality of Products and Subscriptions. Customer assumes sole responsibility for choosing to export data from Products and Subscriptions and accepts any consequences arising therefrom.

3.2 Usage Limits. Products and Subscriptions are subject to usage limits specified in Order Forms and Documentation. Corelight reserves the right to, either through itself or its designated agents, monitor Customer's use of the Products and Subscriptions to ensure compliance. If Customer exceeds a contractual usage limit, Customer will promptly execute an Order Form through the end of the term for additional quantities of the applicable Products and Subscriptions, as well as pay prorated fees for any excess usage, in accordance with the "Invoicing and Payment" section below. Customer will maintain, during the term of this Agreement and for at least one (1) year following termination, complete and accurate records to verify that actual usage amounts complied with the permitted use under the Agreement.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Offerings, and the interoperation of any Non-Corelight Functionality



with which Customer uses Offerings, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Offerings, and notify Corelight promptly of any such unauthorized access or use, (d) use Offerings only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Corelight Functionality with which Customer uses Offerings. Any use of the Offerings in breach of the foregoing by Customer or Users that in Corelight's judgment threatens the security, integrity or availability of Corelight's services, may result in Corelight's immediate suspension of the Offerings, however Corelight will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. Upon Corelight's request, Customer shall furnish to Corelight any documentation, substantiation, or releases necessary to verify Customer's compliance with the terms of the Agreement.

3.4 Customer Restrictions. Customer will not (a) make any Products or Subscriptions available to anyone other than Customer or Users, or use any Products or Subscriptions for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Products or Subscriptions, or include any Products or Subscriptions in a service bureau or outsourcing offering, (c) use Products or Subscriptions or Non-Corelight Functionality to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use Products or Subscriptions or Non-Corelight Functionality to store or transmit code, files, scripts, or harmful programs, such as worms and viruses, or conduct load or security tests, (e) interfere with or disrupt the integrity or performance of any Products or Subscriptions or third-party data contained therein, (f) attempt to gain unauthorized access to any Products or Subscriptions or its related systems or networks, (g) permit direct or indirect access to or use of any Products or Subscriptions in a way that circumvents a contractual usage limit, or use any Products or Subscriptions to access, copy or use any of Corelight's intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) monitor, publish, or disclose any performance, benchmarking, or comparison tests that Customer runs on the Products or Subscriptions, (i) modify, copy, or create derivative works of Products or Subscriptions or any part, feature, function or user interface thereof, (j) frame or mirror any part of any Products or Subscriptions, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) transmit or store any health information, financial or payment card information, or information that is protected by the Internal Traffic in Arms Regulation, (l) except to the extent permitted by applicable law, disassemble, reverse engineer, decode, or decompile any Product or Subscription or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Products or Subscriptions, (3) copy any ideas, features, functions or graphics of the Products or Subscriptions, or (4) determine whether the Products or Subscriptions are within the scope of any patent.

3.5 Removal of Non-Corelight Functionality. If Customer receives notice, including from Corelight, that Non-Corelight Functionality may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action, in accordance with the above, or if in Corelight's judgment continued violation is likely to reoccur, Corelight may disable the applicable Offerings and/or Non-Corelight Functionality. If requested by Corelight, Customer shall confirm deletion and discontinuance of use of such Non-Corelight Functionality in writing and Corelight shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable.

4. NON-CORELIGHT PRODUCTS AND SERVICES

4.1 Non-Corelight Products and Services. Corelight or third parties may make available third-party products or services, including, for example, Non-Corelight Functionality and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Corelight provider, product or service is solely between Customer and the applicable Non-Corelight provider. Corelight does not warrant or support Non-Corelight Functionality or other Non-Corelight products or services, whether or not they are designated by Corelight as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Corelight is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such Non-Corelight Functionality or its provider.

4.2 Integration with Non-Corelight Functionality. The Offerings may contain features designed to interoperate with Non-Corelight Functionality. Corelight cannot guarantee the continued availability of such features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of Non-Corelight Functionality ceases to make the Non-Corelight Functionality available for interoperation in a manner acceptable to Corelight.

5. PROFESSIONAL SERVICES.

5.1 General. Professional Services are acquired separately from any Products or Subscriptions. Customer acknowledges that Corelight's ability to perform the Professional Services depends on the proper fulfillment by Customer of its obligations under



this Agreement. Corelight will not be responsible for failing to fulfill its obligations to the extent that such failure arises from or relates to Customer's failure to carry out its responsibilities, such as failure to provide Corelight with access to Customer's materials, information, facilities, and employees, as reasonably required to perform the Professional Services.

- 5.2 Acceptance.** Corelight will provide Professional Services in accordance with a properly executed SOW. Unless otherwise stated in the applicable SOW, Corelight will provide Professional Services on a time-and-materials basis and the Professional Services will be accepted upon delivery. Should Customer neglect to schedule any Professional Services for a project by the end of the applicable term, (a) Customer shall forfeit any right to the unscheduled Professional Services, (b) Corelight shall declare the project complete upon the SOW expiration date, and (c) Customer shall have no right to any prorated or refunded fees.
- 5.3 Deliverables.** Upon execution of a SOW, and subject to the terms of the Agreement, Corelight will grant to Customer a non-exclusive, non-transferable, non-sublicensable license to use and access the Deliverables set forth in a SOW solely for Customer's internal business use. Customer is prohibited from sharing or disclosing with any third party (including any contractor or vendor) any Deliverables or Work Product resulting from the Professional Services provided by Corelight under a SOW, except with Corelight's written consent. Corelight shall retain all ownership rights to the Work Product and Deliverables and reserves all rights to the Work Product and Deliverables not explicitly granted herein.
- 5.4 No Hire Clause.** Customer shall not hire nor solicit any Corelight employee or contractor working under this Agreement or any SOW for the combined period of the term of the SOW plus twelve (12) months following expiration or termination of the SOW. Should Customer breach this provision, Customer will pay to Corelight a fee equal to three (3) months services at Corelight's standard billing rate for the hired employee or contractor.

6. FEES AND PAYMENT

- 6.1 Fees.** Customer will pay all fees specified in Order Forms, including any travel and other reimbursable expenses. Except as otherwise specified herein or in an Order Form for Products and Subscriptions, (i) fees are based on Products and Subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 6.2 Invoicing and Payment.** Customer will timely provide Corelight with a valid purchase order or alternative document reasonably acceptable to Corelight. Such charges shall be paid in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Corelight and notifying Corelight of any changes to such information.
- 6.3 Overdue Amounts.** If any invoiced amount is not received by Corelight by the due date, then without limiting Corelight's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Corelight may condition future renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 6.4 Suspension and Acceleration.** If any charge owing by Customer under this or any other agreement is thirty (30) days or more overdue, Corelight may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Offerings until such amounts are paid in full, provided that Corelight will give Customer at least ten (10) days' prior notice that Customer's account is overdue, in accordance with the "Notice" section below for billing notices, before suspending services to Customer.
- 6.5 Payment Disputes.** Corelight will not exercise its rights under the "Overdue Amounts" or "Suspension and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 6.6 Taxes.** Fees do not include any duties, levies, taxes or governmental assessments, including, for example, use or withholding, sales, or value-added taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Corelight has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Corelight will invoice Customer and Customer will pay that amount unless Customer provides Corelight with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. PROPRIETARY RIGHTS

- 7.1 License by Customer.** Customer grants Corelight, its Affiliates and applicable contractors a worldwide, limited-term license to use, copy, transmit, host, and display any Non-Corelight Functionality and program code created by or for Customer using an Offering or for use by Customer with the Offerings, and Customer Data, each as appropriate for Corelight to provide and ensure proper operation of the Offerings and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Corelight Functionality with an Offering, Customer grants Corelight permission to allow the Non-Corelight Functionality



and its provider to access Customer Data and information about Customer's usage of the Non-Corelight Functionality as appropriate for the interoperability of that Non-Corelight Functionality with the Offering. Subject to the limited licenses granted herein, Corelight acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Corelight Functionality, or such program code.

- 7.2 Feedback.** Customer grants to Corelight and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable, right and license to use, distribute, disclose, make and incorporate any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Corelight's or Corelight's Affiliates' services.
- 7.3 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Corelight reserves all rights, titles and interests in and to the Offerings, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 7.4 Federal Government.** Corelight provides the Offerings, including related software and technology, for ultimate federal government end use in accordance with the following: The Offerings consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Offerings shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

8. CONFIDENTIALITY

- 8.1 Confidential Information.** "Confidential Information" means the Products and Subscriptions and all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, whether tangible or intangible, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Corelight includes the Offerings and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes, but is not limited to, business and marketing plans, data, results, customers, suppliers, technology and technical information, software, strategies, know-how, trade secrets, inventions, product plans and designs, documentation, and business processes disclosed by such party.
- 8.2 Exceptions.** Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of Corelight Offerings.
- 8.3 Disclosure and Use.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Corelight may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-Corelight Functionality Provider to the extent necessary to perform Corelight's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 8.4 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the



Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

- 8.5 Return of Information.** At any time upon the request of the Disclosing Party or upon termination of the Agreement, the Receiving Party shall promptly return or destroy the Confidential Information. The Receiving Party shall not retain any copies of the Confidential Information and shall provide a written certification of destruction to the Disclosing Party, upon the Disclosing Party's request, that all Confidential Information has been returned or destroyed.

9. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- 9.1 Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 9.2 Hardware Warranty.** Corelight warrants that Hardware will be free from material defects for a period of twelve (12) months from the date of original shipment to Customer.
- 9.3 Software Warranty.** Software will substantially conform to the applicable Documentation for a period of ninety (90) days from the date of original shipment to Customer.
- 9.4 Subscription Warranties.** Corelight warrants that during an applicable term (i) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (ii) Corelight will not materially decrease the overall security of the Subscriptions, (iii) the Offerings will perform materially in accordance with the applicable Documentation, and (iv) subject to the "Integration with Non-Corelight Functionality" section above, Corelight will not materially decrease the overall functionality of the Subscriptions.
- 9.5 Remedies.** As Customer's sole and exclusive remedy, and Corelight's and its suppliers' sole and exclusive liability for a breach of the warranties set forth in this "Representations, Warranties, and Disclaimers" section, Corelight shall at its sole option and expense (a) repair or replace, with new or refurbished parts, Hardware obtained from Corelight, for which a Corelight return material authorization ("RMA") has been issued prior to return, that does not comply with the warranty, (b) correct Software or Subscription non-conformity, (c) provide a commercially reasonable workaround solution to a Software or Subscription non-conformity, (d) refund the pro-rated amount of any prepaid fees covering the remainder of the Hardware, Software, or Subscription term, subject to the return of any Hardware in accordance with Corelight's then-applicable standard RMA process, the uninstallation of any Software, the deactivation of any Subscription, and the receipt by Corelight of a written certificate of compliance with such requirements signed by an authorized representative of Customer. Only Corelight provided Hardware is covered under this "Remedies" section. Furthermore, Corelight has no obligation to repair or replace Hardware damaged by Customer or Customer's representatives.
- 9.6 Warranty Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER CORELIGHT NOR ITS SUPPLIERS, SERVICE PROVIDERS, DISTRIBUTORS, RESELLERS, AND LICENSORS MAKE ANY WARRANTY OF ANY KIND REGARDING THE OFFERINGS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CORELIGHT MAKES NO WARRANTY THAT THE OFFERINGS WILL OPERATE WITHOUT INTERRUPTION, MEET CUSTOMER'S REQUIREMENTS, BE SECURE OR ERROR FREE, OR ACHIEVE ANY INTENDED RESULT. CUSTOMER UNDERSTANDS AND AGREES THAT INFORMATION TECHNOLOGY SECURITY AND PERFORMANCE ARE INHERENTLY COMPLEX AND THAT CORELIGHT DOES NOT GUARANTEE OR WARRANT THAT ITS OFFERINGS WILL COMPLETELY OR ACCURATELY ALERT CUSTOMER TO ALL ANOMALIES, INTRUSIONS, ATTACKS, OR OTHER SECURITY VULNERABILITIES WHICH MAY BE PRESENT, OCCURRING OR POSSIBLE IN CUSTOMER'S NETWORK. THE OFFERINGS ARE NOT DESIGNED OR INTENDED FOR USE IN APPLICATIONS WHERE FAILURE COULD RESULT IN DEATH, SEVERE INJURY OR PROPERTY DAMAGE. OFFERINGS PROVIDED FREE OF CHARGE AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

10. MUTUAL INDEMNIFICATION

- 10.1 Indemnification by Corelight.** Corelight will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Offering infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Corelight in writing of, a Claim Against Customer, provided Customer (a) promptly gives Corelight written notice of the Claim Against Customer, (b) gives Corelight sole control of the defense and settlement of the Claim Against Customer (except that Corelight may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Corelight all



reasonable assistance, at Corelight's expense. If Corelight receives information about an infringement or misappropriation claim related to a Purchased Offering, Corelight may in its discretion and at no cost to Customer (i) modify the Purchased Offerings so that they are no longer claimed to infringe or misappropriate, without breaching Corelight's warranties under the "Representations, Warranties, and Disclaimers" section above, (ii) obtain a license for Customer's continued use of that Purchased Offering in accordance with this Agreement, or (iii) terminate the Purchased Offering upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Purchased Offerings are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Purchased Offerings or any part thereof with software, hardware, data, or processes not provided by Corelight, if the Purchased Offerings or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Purchased Offerings under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Non-Corelight Functionality or Customer's breach of this Agreement, the Documentation, or applicable Order Forms.

10.2 Indemnification by Customer. Customer will defend Corelight and its Affiliates against any claim, demand, suit or proceeding made or brought against Corelight by a third party (a) alleging that the combination of a Non-Corelight Functionality or configuration provided by Customer and used with the Offerings, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Offerings in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Offerings, or (iii) a Non-Corelight Functionality provided by Customer (each a "Claim Against Corelight"), and will indemnify Corelight from any damages, attorney fees and costs finally awarded against Corelight as a result of, or for any amounts paid by Corelight under a settlement approved by Customer in writing of, a Claim Against Corelight, provided Corelight (a) promptly gives Customer written notice of the Claim Against Corelight, (b) gives Customer sole control of the defense and settlement of the Claim Against Corelight (except that Customer may not settle any Claim Against Corelight unless it unconditionally releases Corelight of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Corelight arises from Corelight's breach of this Agreement, the Documentation, or applicable Order Forms.

10.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, BREACH UNDER "CUSTOMERS ACCESS AND USAGE" SECTION, OR BREACH UNDER "CONFIDENTIALITY" SECTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, AND RESELLERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, NOR ANY LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY (INCLUDING NEGLIGENCE), OR STRICT LIABILITY) EVEN IF THE LIABLE PARTY OR ITS AFFILIATES KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE. FURTHERMORE, CORELIGHT SHALL NOT BE RESPONSIBLE FOR DAMAGE TO OR LOSS OF OR SECURITY OF ANY MEDIA, PROGRAMS, CONFIGURATIONS, OR DATA.

EXCEPT FOR BODILY INJURY, BREACH UNDER "CUSTOMERS ACCESS AND USAGE" SECTION, OR BREACH UNDER "CONFIDENTIALITY" SECTION, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, AND RESELLERS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE (IN THE CASE OF CUSTOMER'S BREACH ONLY) BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE PURCHASED OFFERING GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE PARTIES ACKNOWLEDGE THIS SECTION IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement commences on the Effective Date set forth and continues until terminated in accordance with this Agreement. Unless otherwise provided in an Order Form, the duration of each term described therein will be one (1) year and will automatically renew unless either party provides the other party a notice of non-renewal at least forty-five (45) days prior to the expiration of such term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-



time pricing will be at Corelight's applicable list price in effect at the time of the applicable renewal. Corelight reserves the right to increase fees at any time, effective at the time of renewal. Notwithstanding anything to the contrary, any renewal in which the volume has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's pricing. The term of each Software license or Subscription hereunder shall begin upon the shipment or fulfillment date of the specified Offering.

12.2 Termination. Either party may terminate this Agreement upon written notice to the other party if there are no active Order Forms in place. Either Customer or Corelight may terminate this Agreement or any or all Order Forms for cause (a) upon thirty (30) days' written notice to the other Party if the other Party has committed a material breach of this Agreement and the breach remains uncured at the expiration of such period, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

12.3 Effect of Termination on Fees. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Corelight will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Corelight in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Corelight for the period prior to the effective date of termination. In all other cases, all fees paid or payable for the terminated term are non-cancellable and non-refundable, and any unpaid fees for the remainder of the terminated term will become immediately due and payable.

12.4 Survival. For the avoidance of doubt, any provision of the Agreement that contemplates or governs performance or observance subsequent to its termination or expiration will survive the expiration or termination of this Agreement for any reason.

13. GENERAL

13.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.2 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, Corelight may freely assign and transfer this Agreement pursuant to a merger or sale related to the subject matter hereof.

13.3 Entire Agreement. This Agreement is the entire agreement between Corelight and Customer regarding Customer's use of Corelight Offerings and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a purchase order or in any other order documentation by Customer is void and of no effect.

13.4 Equitable Relief, Legal Proceedings. The parties acknowledge that money damages are inadequate to remedy breaches under "Customer Access and Usage" section and "Confidentiality" section above. Accordingly, the non-breaching party will have the right, in addition to any other rights at law, in equity or under this Agreement, to obtain injunctive relief from a court of competent jurisdiction to restrain any breach or threatened breach of such sections. In the event of any legal proceeding under this Agreement, the substantially prevailing party is entitled to recover (in addition to all other relief arising out of this Agreement), its reasonable attorney fees and expenses.

13.5 Export Control. The Offerings, other Corelight technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Corelight and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any access or use of any Offering in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea) or in violation of any U.S. export law or regulation.

13.6 Force Majeure. Notwithstanding any other provision of this Agreement, no party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance, except for the payment of fees, due to any cause beyond the reasonable control of, and without fault or negligence by, such party, its service providers, officers, directors, employees, agents, suppliers, or contractors.

13.7 Governing Law and Venue. Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law and adjudicated in the Governing Courts, as defined in the table below, without regard to the conflict of law provisions, and each party consents to the exclusive jurisdiction and venue thereof; save that (i) each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief and (ii) Corelight or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order Form is located.



Where arbitration applies it shall be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the “ICC”) by three arbitrators in accordance with Article 12 of said rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Customer and Corelight agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Customer Location	Governing Law	Governing Courts
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of California	The State or Federal courts in San Francisco, California
None of the above	The laws of England & Wales	Arbitration at the ICC in London

13.8 Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision.

13.9 Marketing. During the term of this Agreement, Corelight shall be entitled to (a) display Customer’s corporate name and logo on Corelight’s website and marketing materials, (b) identify Customer as a Corelight customer, (c) publish a brief description highlighting Customer’s deployment of the Offerings.

13.10 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator or individual designated by Customer.

13.11 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.12 Delivery. Products will be delivered F.O.B. Corelight’s applicable warehouse or place of production.

13.13 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

13.14 Signatures. The parties consent to electronic signatures.

13.15 Updates. Corelight may update the terms of the Agreement from time to time. The terms of the updated Agreement will apply only after Corelight posts the updated Agreement to a publicly available URL.

13.16 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

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