

## CORELIGHT CUSTOMER AGREEMENT

THIS CUSTOMER AGREEMENT (“**AGREEMENT**”) IS BETWEEN CORELIGHT, INC. (“**CORELIGHT**”) AND CUSTOMER (AS DEFINED BELOW). THIS AGREEMENT GOVERNS CUSTOMER’S USE OF THE PRODUCTS AND SERVICES (AS DEFINED BELOW) AND IS EFFECTIVE UPON THE EARLIER OF CUSTOMER’S FIRST ACCESS OR USE OF THE PRODUCTS AND/OR SERVICES OR CUSTOMER’S CONSENT TO THE AGREEMENT AS INDICATED ELECTRONICALLY (“**EFFECTIVE DATE**”).

IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY ARE AUTHORIZED TO BIND THAT ENTITY TO THIS AGREEMENT, IN WHICH CASE “**CUSTOMER**” WILL REFER TO THAT ENTITY (OTHERWISE, SUCH TERMS REFERS TO THE INDIVIDUAL). IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PRODUCTS OR SERVICES.

### 1. DEFINITIONS.

“**Cloud Products**” means Corelight’s generally available software-as-a-service or cloud-hosted offerings.

“**Consulting Services**” means the configuration, consulting, implementation, training or other services packages in support of Corelight Products that are generally repeated for other customers of Corelight.

“**Consulting Services Policy**” means Corelight’s consulting services policy available at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

“**Customer Data**” means any data, content, or material provided or submitted by Customer and/or its Users to Corelight via the Cloud Products or in the course of providing Support.

“**Documentation**” means the applicable standard technical documentation published by Corelight that are customarily provided to end users of the Products, as updated by Corelight from time to time.

“**DPA**” means the then-current Corelight Data Processing Addendum located at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

“**Hardware**” means Corelight-provided hardware or equipment, including any components or replacements thereto.

“**Order**” means Corelight’s quote or other ordering document specifying the Products and Services to be provided by Corelight under this Agreement.

“**Partner**” means a Corelight-authorized partner, such as a reseller.

“**Policies**” means the Consulting Services Policy, Professional Services Supplement, SLA, Support Policy and any additional Corelight policies specified in the Product-Specific Terms.

“**Products**” means, collectively, the Cloud Products, Hardware and Software.

“**Product-Specific Terms**” means product-specific terms that apply only to certain Products available at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

“**Professional Services**” means the professional services provided to Customer, including without limitation, the development and delivery of any Deliverables (as defined in the Professional Services Supplement) related thereto, as described in a mutually executed statement of work. Professional Services exclude Consulting Services.

“**Professional Services Supplement**” means Corelight’s professional services terms available at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

“**Services**” means the Consulting Services, Professional Services and Support.

“**SLA**” means the service level commitments, if any, for a Cloud Product as described at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

“**Software**” means Corelight’s generally available software, including (a) software provided on a stand-alone basis, (b) software provided on or with any Hardware, and (c) any generally available fixes, updates and upgrades to any of the foregoing that may be provided by Corelight.

“**Subscription Term**” means the Initial Subscription Term and any and all Renewal Subscription Terms (as defined in Section 15.2), collectively.

“**Support Policy**” means the available Support Services plans, offerings, and related processes and terms located at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

“**Support Services**” means the support services for the Product performed in accordance with the Support Policy.

“**Usage Metrics**” means the limits, metrics or other measurements or conditions of permitted usage of the Product or Service.

“**User**” means employees or agents of Customer that Customer authorizes to use the Products and Services.

2. **OVERVIEW.** This Agreement governs Customer's acquisition, access to and use of Corelight Products and Services. The terms of this Agreement apply to Cloud Products, Hardware and Software, although certain terms apply only to Cloud Products, Hardware or Software, as specified below. In addition, some Products are subject to additional Product-Specific Terms, and Support and Consulting Services are subject to the applicable Policies.
3. **ORDERING PROCESS.**
  - 3.1. **Purchases via a Partner.** Customer may purchase Products and Services via a Partner pursuant to a separate agreement setting forth the fees to be paid by Customer to Partner for such Product and/or Service, as well as any other terms or conditions that apply exclusively between Partner and Customer. Any Products and/or Services procured through a Partner are subject to, and Corelight's obligations and liabilities to Customer are governed by, this Agreement.
  - 3.2. **Direct Purchases.** If Customer purchases directly from Corelight or Corelight accepts a purchase order directly from Customer, the additional terms set forth in Attachment A will apply.
4. **USE & RESTRICTIONS.**
  - 4.1. **Permitted Use.** Subject to the terms and conditions of this Agreement (including Corelight's receipt of applicable fees) and during the applicable Subscription Term, Corelight grants Customer a limited, non-exclusive, non-transferable, non-sublicensable: (a) license to install, access and use the Software (in object code format only) and (b) right to access and use Cloud Products, solely for internal business purposes in accordance with the Documentation.
  - 4.2. **Restrictions.** Except to the extent otherwise expressly permitted by this Agreement, Customer must not (and must not permit anyone else to): (a) rent, lease, sell, distribute or sublicense the Products or include them in a service bureau or outsourcing offering, (b) provide access to the Products to a third party, other than to Users, (c) use the Products to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Products, (e) modify or create derivative works of the Products, (f) interfere with or circumvent Usage Metrics restrictions, (g) remove, obscure or modify in any way any proprietary or other notices or attributions in the Products, or (h) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Customer or its Users runs on the Products.
  - 4.3. **Users.** Customer may permit Users to use the Products and Services on its behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Products and Services and for their compliance with this Agreement. Customer will ensure that Users keep their login credentials confidential and will promptly notify Corelight upon learning of any compromise of User accounts or credentials.
  - 4.4. **Usage Metrics & Verification.** Products and Services are subject to the Usage Metrics, as specified in the Order, Documentation or Product-Specific Terms. Upon Corelight's written request, Customer will: (a) certify in writing compliance with the applicable Usage Metrics and Documentation (for example, by providing written evidence of network traffic consumed by the Products) and/or (b) provide Corelight reasonable access to Customer's usage records and/or other internal logs, solely for the purpose of validating Customer's compliance with the applicable Usage Metrics and Documentation.
5. **CLOUD PRODUCTS.** This Section 5 only applies to Cloud Products.
  - 5.1. **Service Levels.** Where applicable, service level commitments for the Cloud Products are set out in the SLA.
  - 5.2. **Modifications.** Corelight reserves the right to make modifications to a Cloud Product provided such modifications to the Cloud Product will not materially decrease the overall functionality of such Cloud Product during the applicable Subscription Term.
  - 5.3. **Data Portability.** During a Subscription Term, Customer may export Customer Data from the Cloud Product (or Corelight will otherwise make the Customer Data available to Customer) as described in the Documentation.
6. **HARDWARE.** This Section 6 only applies to Hardware.
  - 6.1. Corelight will not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Hardware returned to Corelight for repair or upon termination.
7. **SOFTWARE.** This Section 7 only applies to Software.
  - 7.1. Customer will not use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Corelight in writing. Customer may duplicate or copy the Software, its

methodology, analysis, or results only if specifically permitted in accordance with Documentation for such Software, or for the specific purpose of making a reasonable number of archival or backup copies.

8. **SERVICES.** Corelight will provide the Consulting Services, Professional Services and Support Services as described in the Order and applicable Policies.

9. **DATA.**

9.1. **Customer Data.**

- (a) Customer may control the types and amounts of Customer Data provided to Corelight through Customer's configurations and use of Cloud Products and Support. Customer hereby grants to Corelight the right to process Customer Data in order to provide Cloud Products and Support as described in the Documentation, this Agreement, and the DPA.
- (b) Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and hereby warrants that it has and will continue to have all rights and consents necessary to allow Corelight to use all such data as contemplated by this Agreement. Customer will not process or submit to the Products or Services any sensitive or regulated data, including: (i) special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (ii) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA), (iii) credit, debit, or other payment card data subject to PCI DSS, (iv) other personal information subject to regulation or protection under specific laws such as the Gramm-Leach Bliley Act (or related rules or regulations), (e) social security numbers, driver's license numbers, or other government ID numbers, or (v) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

9.2. **Personal Data.** The terms of the DPA are hereby incorporated by reference and will apply to the extent that Corelight processes Personal Data on Customer's behalf pursuant to the Agreement. For the purposes of the Standard Contractual Clauses, Customer is the data exporter, and Customer's acceptance of this Agreement will be treated as its execution of the Standard Contractual Clauses and Appendices. The terms "processes", "Personal Data" and "Standard Contractual Clauses" used in this Section are each defined in the DPA.

9.3. **Usage Data & Aggregated Data.** Corelight collects and processes data and telemetry derived from Customer's configuration and use of the Products and Services ("**Usage Data**"). Corelight may use Customer Data and Usage Data that has been aggregated and anonymized such that it does not identify Customer or its Users for any lawful business purposes, including product and service improvements, industry analysis, benchmarking and analytics. Corelight may also use Usage Data to: (a) manage Customer's account, (b) operate, improve and support the Products and Services, (c) provide insights, product and feature announcements, and other reporting, and (d) verify compliance with the terms of the Agreement.

9.4. **Security.** Corelight has implemented and will maintain an information security program that uses appropriate physical, technical and organizational measures designed to protect Customer Data, Personal Data and Usage Data from unauthorized access, destruction, use, modification or disclosure as set out at [www.corelight.com/legal/security-measures](http://www.corelight.com/legal/security-measures) ("**Security Measures**"). Corelight will also maintain a compliance program that includes independent third-party audits and certifications, as described in its Security Measures. Further information about Corelight's security program is available on Corelight's Trust Center (available at [www.corelight.com/trust-center](http://www.corelight.com/trust-center)) and Corelight's Trust & Compliance self-service portal (available at <https://corelight-inc.trustshare.com/home>), as may be updated from time to time. Corelight may periodically review and update its security program and Security Measures, provided that any such update does not materially reduce the overall level of security provided to Customer as described herein.

10. **NO-CHARGE OFFERINGS.** Customer may: (a) use a Product for proof-of-concept, trial, evaluation or similar purpose ("**Evaluations**"), or (b) receive access to certain Products or Product features on a free, fully-discounted or as an alpha, beta or early access offering ("**Free or Beta Products**") ((a) and (b) collectively, the "**No-Charge Offerings**").

10.1. Evaluations are subject to the terms and conditions of the Evaluation Agreement at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements).

10.2. From time to time, Corelight may make available Free or Beta Products. Customer may, in its sole discretion, choose to use a Free or Beta Product. Use of Free or Beta Products is subject to this Agreement and any additional terms specified by Corelight, such as the applicable scope and term of use. Corelight may discontinue a Free or Beta Product at any time, in its sole discretion, or decide not to make a Free or Beta Product generally available, without any liability to Customer. Free or Beta Products may be inoperable, incomplete or include

errors and bugs or features that Corelight may never release, and their features and performance information are Corelight's Confidential Information. Notwithstanding anything else in this Agreement, Corelight offers no warranty, indemnity, SLA or Support for Free or Beta Products.

11. **EXTERNAL SOLUTIONS.** Customer may choose to use the Products with third-party platforms, apps, add-ons, services or products ("**External Solution(s)**"). Use of such External Solutions with the Products may require access to Customer Data and other data by the third-party provider, which, Corelight will permit on Customer's behalf if Customer has enabled that External Solution. Likewise, such use of an External Solution may entail access to External Solution data by Corelight. Customer's use of External Solutions is subject to the relevant provider's terms of use, not this Agreement. Corelight does not control and has no liability for External Solutions. Corelight makes no warranty that the Products and Services will, or will continue to, connect or interoperate with any External Solution.

12. **WARRANTIES; REMEDY & DISCLAIMER.**

12.1. **Warranties.** Corelight warrants to Customer that during the applicable Warranty Period, Cloud Products and Software will function in substantial conformity with the applicable Documentation; and Hardware will be free from material defects. "**Warranty Period**" means the applicable Subscription Term for Cloud Products and/or Software, or a period of twelve months from the date of original shipment by Corelight for Hardware. Services will be performed in a professional manner consistent with generally accepted industry standards.

12.2. **Remedy.** For any breach of the warranties provided by Corelight in Section 12.1 (Warranties), Customer's exclusive remedy and Corelight's entire liability will be Corelight's: (a) for Products, (i) material correction of the Cloud Product or Software non-conformity, (ii) provision of a commercially reasonable workaround solution for such Cloud Product or Software non-conformity, (iii) repair or replacement, with new or refurbished parts, Hardware units for which full documentation and proof of non-conformity is provided to Corelight (and for which a Corelight RMA has been issued), (iv) if Corelight determines it cannot correct the Cloud Product and/or Software non-conformity in a commercially reasonable manner or the repair or replacement of Hardware is impractical, then Corelight will terminate Customer's entitlement to the non-conforming Products and refund any prepaid, unused fees received by Corelight for the terminated portion of the Subscription Term; and (b) for Services, the re-performance of the applicable non-conforming Services.

12.3. **Exclusions.** The warranties in this Section do not extend to: (a) any Product that is modified or altered, (b) any Product that is not installed, used or maintained in accordance with this Agreement or applicable Documentation, (c) No-Charge Offerings, and (d) External Solutions.

12.4. **Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CORELIGHT PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, SECURITY, RELIABILITY AND NONINFRINGEMENT. CORELIGHT ALSO MAKES NO WARRANTY REGARDING (A) NONINTERRUPTION OF USE, (B) FREEDOM FOR BUGS, (C) THE AVAILABILITY AND/OR FUNCTIONALITY OF THIRD-PARTY PRODUCTS, SERVICES, APIS, AND/OR INTEGRATIONS THAT ARE MADE AVAILABLE BY ANY THIRD PARTY, AND/OR (D) THAT ANY PRODUCT OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

13. **INDEMNIFICATION BY CORELIGHT.**

13.1. **IP Indemnification.** Corelight will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Products infringe any of such third party's patents or copyrights that are registered in the United States as of the Effective Date (each, an "Infringement Claim"), and will indemnify Customer for any damages, fines or costs are finally awarded by a court of competent jurisdiction or agreed in settlement by Corelight resulting from an Infringement Claim. Corelight will have no obligation under this Section 13 with respect to any Product or any portion or component thereof: (a) that is not supplied by Corelight, (b) that is made in whole or in part in accordance with Customer specifications or requests, (c) that is modified, including any modification made using any programming capabilities or scripting languages that are included in or with any Product or that are otherwise made available for any Product, (d) that is combined, processed, or used with other products, technologies, processes or materials, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (f) where Customer's use is not strictly in accordance with this

Agreement, or (g) where the alleged infringement relates to a patent that is deemed essential or required for any industry standard or that claims a method of conducting business.

- 13.2. **Procedures.** Corelight's obligations in Section 13.1 (IP Indemnification) are subject to Customer: (a) promptly notifying Corelight of an Infringement Claim, (b) granting Corelight sole control of the defense and settlement of the Infringement Claim, and (c) providing all reasonably requested cooperation at Corelight's expense. Corelight is not responsible for any settlement it does not approve in writing.
- 13.3. **Other Remedies.** If any Product becomes, or in Corelight's reasonable opinion is likely to become the subject of an Infringement Claim, then Corelight may at its sole option and expense: (a) procure for Customer the right to continue to use the applicable Product, (b) replace the applicable Product with a noninfringing alternative, (c) modify the applicable Product to make it noninfringing, or (d) terminate Customer's entitlement to the affected Product and refund (i) any prepaid, unused fees received by Corelight for the terminated portion of the Subscription Term, or (ii) the Hardware fees as depreciated on a straight-line five year basis.
- 13.4. **Exclusive Remedy.** This Section 13 (Indemnification by Corelight) states Customer's exclusive remedy and Corelight's entire liability regarding infringement of third-party intellectual property rights.

#### 14. LIMITATIONS OF LIABILITY.

- 14.1. **Damages Waiver.** EXCEPT FOR EXCLUDED CLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE ANY LIABILITY FOR LOST PROFITS OR REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS ARISING FROM INACCURATE OR UNEXPECTED RESULTS ARISING FROM USE OF THE PRODUCTS OR SERVICES; OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
- 14.2. **Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY CORELIGHT FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE MONTHS PRECEDING THE FIRST EVENT OUT OF WHICH THE LIABILITY AROSE.
- 14.3. **Excluded Claims.** "Excluded Claims" means: (a) personal injury or death caused by the negligence of a party, its employees or agents, (b) a party's payment obligations under this Agreement, (c) Corelight's express obligations under Section 13 (Indemnification by Corelight), (d) Customer's breach of Section 4.2 (Restrictions) or Section 9.1(b), or (e) any other liability that cannot be limited by applicable laws.
- 14.4. NOTWITHSTANDING ANYTHING IN THIS SECTION 14 TO THE CONTRARY AND SO FAR AS PERMITTED BY LAW, CORELIGHT'S LIABILITY RELATING TO NO-CHARGE OFFERINGS WILL BE LIMITED TO US\$1,000.
- 14.5. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 14 (LIMITATIONS OF LIABILITY) APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

#### 15. TERM & TERMINATION.

- 15.1. **Term of Agreement.** The Agreement will become effective on the Effective Date and will continue in full force and effect until terminated by either party pursuant to this Section 15 ("Term").
- 15.2. **Subscription Terms.** The initial term of Customer's subscription to the Products and Services will be as specified in each Order ("Initial Subscription Term"). Prior to the end of the Initial Subscription, the details for a renewal term may be agreed to ("Renewal Subscription Term"); otherwise, Customer's subscription will terminate at the end of the Initial Subscription Term (or the then-applicable Renewal Subscription Term).
- 15.3. **Termination.** Either party may terminate this Agreement or an Order if the other party fails to cure a material breach of this Agreement within thirty days after notice. If Customer terminates this Agreement or an Order for cause in accordance with this Section 15.3, Corelight will refund any prepaid, unused fees received by Corelight for the terminated portion of the Agreement or applicable Order. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Corelight prior to such termination. Upon expiration or termination of this Agreement or an Order, Customer's right to use the applicable Products and/or Services will cease.
- 15.4. **Temporary Suspension.** In addition to any of its other rights or remedies set forth in this Agreement, Corelight reserves the right to suspend provision of the Products and/or Services: (a) if any undisputed fees are thirty days or more overdue, but only after Corelight has provided at least one delinquency notice, and at least ten days

have passed since transmission of the notice, (b) for Customer's breach Section 4.2 (Restrictions) and/or Section 18 (Compliance with Laws & Export Control), (c) if Corelight reasonably determines suspension of the Product or Service is necessary to avoid material harm to Corelight or its other end users, or (d) as required by subpoena, court order or other legal process.

15.5. **Data Export & Deletion.** Within a thirty-day period following termination or expiration of this Agreement, Customer may request that Corelight will make Customer Data available to Customer for export or download as provided in the Documentation. After such thirty-day period, Corelight will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all Customer Data in its systems or under its control.

15.6. **Survival.** These Sections survive expiration or termination of this Agreement: 4.2 (Restrictions), 12.4 (Disclaimers), 13 (Indemnification by Corelight), 14 (Limitations of Liability), 15.5 (Data Export & Deletion), 15.6 (Survival), 16 (Proprietary & Other Rights), 17 (Confidentiality) and 19 (General Terms) and 9.4 (Security) will survive any termination or expiration of this Agreement for so long as Corelight retains possession of Customer Data.

## 16. PROPRIETARY & OTHER RIGHTS.

16.1. **Ownership.** Except as expressly set out in this Agreement, neither party grants the other any rights or licenses to its intellectual property under this Agreement. As between the parties, Customer owns all intellectual property and other rights in Customer Data provided to Corelight or used with the Products. Corelight and its licensors retain all intellectual property and other rights in the Cloud Products, Software, Documentation, any Services deliverables, Usage Data and any and all related and underlying technology and documentation (including but not limited to products, software tools, source code, algorithms, know-how, processes, methodologies, databases, and architecture) and any modifications or improvements in any of the foregoing.

16.2. **Feedback.** If Customer provides Corelight with feedback or suggestions regarding the Products, other Corelight offerings, Corelight may use the feedback or suggestions without restriction or obligation.

## 17. CONFIDENTIALITY.

17.1. **Definition.** Each party ("**Recipient**") agrees that any nonpublic information, software, inventions (whether patentable or not), algorithms, designs, know-how, ideas, product development plans, pricing and discounts, and all customer, business, technical, training and financial information (collectively, "**Confidential Information**") it obtains from the other ("**Discloser**") are the confidential property of the Discloser and its suppliers. Without limiting the foregoing, the Products (including their design and structure) and all information on Corelight's support portal constitute trade secrets and/or Confidential Information of Corelight or its licensors. Confidential Information does not include any information that (a) was publicly known at the time of the Discloser's communication thereof to the Recipient or becomes publicly known thereafter through no fault of the Recipient, (b) was in the Recipient's possession free of any obligation of confidentiality at the time of the Discloser's communication thereof to the Recipient, (c) is rightfully obtained by the Recipient free of any obligation of confidentiality from a third party authorized to make such disclosure without restriction, or (d) is identified by the Discloser as no longer proprietary or confidential.

17.2. **Use & Permitted Disclosures.** Except as expressly and unambiguously allowed herein, the Recipient will hold the Discloser's Confidential Information in confidence using the same degree (but no less than a reasonable degree) of care and protection that it uses to protect its own Confidential Information of a similar nature and not use or disclose any Confidential Information. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to those of its employees and contractors with a need to know such Confidential Information and who have signed a written agreement with nonuse and nondisclosure provisions at least as protective of such Confidential Information as the terms of this Agreement. The Recipient may disclose Confidential Information to the minimum extent disclosure is required by court order or as otherwise required by law, on condition that (a) notice of such requirement for such disclosure is given to the Discloser prior to making any such disclosure (if permitted under applicable law), and (b) the Recipient ensures that any Confidential Information disclosed under this provision will still be afforded the protection of this Agreement to the extent it does not become publicly available as a result of such disclosure.

17.3. **Equitable Relief.** A breach by the Recipient of its obligations under this Section may cause irreparable harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the Discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

- 17.4. **Return or Destruction.** When this Agreement expires or terminates or upon the Discloser's request, the Recipient will: (a) cease using Confidential Information, (b) promptly after the Discloser's request, destroy all Confidential Information in the Recipient's possession or control or return it to the Discloser and (c) if requested by the Discloser, confirm its compliance with these obligations in writing. As an exception to part (b), the Recipient may retain Confidential Information in accordance with its standard backup or record retention policies or as required by law, but this Section will continue to apply to the retained Confidential Information.
18. **COMPLIANCE WITH LAW & EXPORT CONTROL.** Customer will conduct its business operations in accordance with all applicable U.S. and other foreign laws, ordinances, codes and regulations. Without limiting the foregoing, Customer will comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union, Singapore or other foreign agency or authority and will not import, export or re-export, or allow the import, export or re-export of, any Product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Pursuant to these laws, restrictions, and regulations, Customer will ensure that no Product is, in the absence of authorization by U.S. and other applicable law as required, used by or exported, sold or re-exported to: (a) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time, or (c) any party who is known or suspected to be involved in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development, or production of missiles capable of delivering these weapons. Without limiting the foregoing, Customer will not use any Product, technology or information it obtains or learns pursuant to this Agreement in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development or production of missiles capable of delivering these weapons.
19. **GENERAL TERMS.**
- 19.1. **Publicity.** 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 Products.
- 19.2. **Notice.** Any required notice under the Agreement will be deemed given when received by letter delivered by nationally recognized overnight delivery service or recorded prepaid mail. Unless notified in writing of a change of address, you will send any required notice to Corelight, Inc., 548 Market Street, PMB 77799, San Francisco, CA 94104, USA, attention: Legal Department, and Corelight will send any required notice to you directed to the most recent address you have provided to Corelight for such notice. Save in respect of any notices pertaining to litigation, breach of the Agreement or material breach, the Customer may also send notices to Corelight's legal department at legal@corelight.com and Corelight may also send notices to Customer by using the last primary contact email.
- 19.3. **Transfer & Assignment.** This Agreement is personal to Customer and Customer will not assign (by operation of law or otherwise), transfer or sublicense any obligation or benefit under this Agreement, in whole or in part, for any reason whatsoever without Corelight's prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. Corelight may assign this Agreement and/or any Orders, or delegate any of its obligations hereunder, in whole or in part.
- 19.4. **Independent Contractors; No Third-Party Rights.** For all purposes under this Agreement, each party will be and act as an independent contractor of the other and will not bind nor attempt to bind the other to any contract. This Agreement does not confer any benefits on any third parties unless it expressly states that it does.
- 19.5. **Entire Agreement, Construction, Amendment & Execution.** This Agreement, including all online terms referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the parties relating to the subject matter of this Agreement, and all past dealing or industry custom. Without limiting the foregoing, no Customer purchase order, onboarding forms, terms of business or other documentation will be deemed to modify an Order or the Agreement unless expressly pre-authorized in writing by Corelight. In the event of a conflict among the documents making up this Agreement, the main body of this Agreement (i.e., Sections 1 through 19, inclusive) will control, except that the Policies, Product-Specific Terms and DPA will control for their specific subject matter. Corelight may modify this

Agreement (including the online terms referenced herein) from time to time, by posting the modified portion(s) of this Agreement to Corelight's website. The Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument. A party's electronic signature or transmission of any document by electronic means will be deemed to bind such party as if signed and transmitted in physical form.

- 19.6. **Interpretation, Waivers & Severability.** In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Unless otherwise expressly provided, all remedies under this Agreement are cumulative and not exclusive. Corelight and Customer agree that any Order (or portion thereof) will be deemed separable from any other Order (or portion thereof). Waivers must be granted in writing and signed by the waiving party's authorized representative. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force.
- 19.7. **Subcontractors & Affiliates.** Corelight may use subcontractors and its affiliates in the performance of its obligations under this Agreement, but Corelight remains responsible for its overall performance under this Agreement and for having appropriate written agreements in place with its subcontractors to enable Corelight to meet its obligations under this Agreement.
- 19.8. **Governing Law & Venue.** If Customer is located in the EMEA region: (a) this Agreement is governed by and construed in accordance with the laws of England and Wales (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods), (b) except for claims for injunctive or other equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute, controversy or claim arising out of or relating to this Agreement will be finally settled by binding arbitration in London, England, under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules; the decision rendered by the arbitrator(s) will be final and binding and may be entered in any court of competent jurisdiction, and (c) the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. For any other Customer location, including the Americas: (i) this Agreement is governed by and construed in accordance with the laws of the State of California, USA (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods), and (ii) unless otherwise elected by Corelight in writing for a particular instance or prohibited by applicable law, the sole jurisdiction and venue for any court claims will be the state and U.S. federal courts located in San Francisco, California, USA, and both parties consent to the jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 19.9. **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control and occurring without that party's fault or negligence.
- 19.10. **U.S. Public Sector End Users.** If Customer is a U.S. Public Sector End User (as defined in the U.S. Public Sector Addendum), then the U.S. Public Sector Addendum available at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements) supersedes or modifies the referenced provisions of the Agreement.

**Attachment A**  
**DIRECT PURCHASE TERMS**

In the event Customer purchases Products and/or Services directly from Corelight and not through a Partner, the additional terms in this Attachment A apply.

1. **QUOTING & ORDERING.** Customer may request a quote from Corelight in the form of an approved written quotation issued by Corelight ("**Quote**"). Customer may order the Products and Services quoted by: (a) issuing a purchase order that references such Quote, or (b) signing a Quote that incorporates reference to this Agreement. The terms and conditions of the Agreement will apply to all Orders and supersede any different or additional terms on Customer's purchase orders. Any purchase order issued by Customer to Corelight is solely for the purpose of requesting delivery dates and quantities, specifying the ship-to and bill-to addresses, identifying the Products and Services purchased along with the quantities and the term of any subscription, and specifying the applicable price for each Product and Service; all other terms on such purchase order will have no force or effect. All Orders are subject to credit approval and acceptance by Corelight (which acceptance may be evidenced by Corelight's shipment of Products or issuance of an access key, as applicable, under the Order). All Orders are non-cancellable.
2. **FEES & PAYMENT.** All fees and the invoicing frequency are as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order in U.S. dollars within thirty days from the date of invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. If Customer customarily issues a purchase order upon submitting an Order, then Corelight will reference the purchase order number on its invoices (solely for administrative convenience) so long as the Customer provides the purchase order reasonably in advance of the invoice date. Corelight will not invoice for any Products or Support before the actual date of shipment or access key issuance, as applicable, for such Products or Support. All past due payments, except to the extent reasonably disputed, will accrue interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law until Customer pays all amounts due. Upon renewal, Corelight reserves the right to increase fees for subscription-based Products and Services up to Corelight's then-current list price.
3. **TAXES.** Customer is responsible for all taxes, withholding, duties and other governmental assessments (other than Corelight's franchise taxes or taxes based upon Corelight's net income), including goods and services, sales or use tax, VAT or similar taxes, provided that Corelight will not invoice Customer for taxes to the extent Customer has provided an appropriate tax exemption certificate. If any deduction or withholding is required by law, Customer will pay Corelight any additional amounts necessary to ensure that the net amount that Corelight receives, after any deduction and withholding, equals the amount Corelight would have received if no deduction or withholding had been required.
4. **DELIVERY.** Corelight shall mark all Hardware Products for shipment to Customer's address set forth on the Order. All Hardware Products are delivered F.O.B. Origin per UCC (or FCA per INCOTERMS 2020 for international shipments) Corelight's applicable warehouse or place of production. For clarity, title to Hardware Products (other than any Software included therein) passes to Customer at the same time risk of loss transfers to Customer in accordance with the foregoing. Corelight may select the carrier if Customer does not designate a carrier in writing or if Customer's designated carrier does not pick up Product at Corelight's applicable warehouse or place of production at the time it is available for pick up. Customer is responsible for and will pay all shipping charges. Products that consist only of Software (without associated Hardware) and/or Cloud Products will be delivered by issuing a key to Customer at the email address provided by Customer. Subject to the terms and conditions of this Agreement, Corelight will use reasonable commercial efforts to fill promptly (by full or partial shipment or key issuance, as applicable) Customer's Order for Products that has been accepted by Corelight, insofar as practical and consistent with Corelight's then-current lead-time schedule, shipping schedule, access to supplies on acceptable terms and allocation of available Products and capacity among Corelight customers; each partial shipment or key issuance, as applicable, will be deemed a separate sale and may be invoiced upon such shipment or issuance.