LACEWORK TERMS OF SERVICE

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNLESS A SEPARATE WRITTEN AGREEMENT IS IN EFFECT THAT SPECIFICALLY GOVERNS THE SUBJECT MATTER HEREOF. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE USING THE SERVICE AS AN EMPLOYEE OR AGENT OF AN ORGANIZATION OR ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO SIGN FOR AND BIND SUCH ORGANIZATION OR ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT.

IF YOU ARE USING THE SERVICE AS A PROOF OF CONCEPT OR FOR EVALUATION PURPOSES, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND IN ACCORDANCE WITH THE TERMS OF SECTION 8 ("TRIALS") BELOW.

This Lacework Terms of Service ("**Agreement**") is entered into by and between Lacework, Inc., a Delaware corporation, headquartered at 391 San Antonio Road, Floor 3, Mountain View, CA 94040, USA ("**Lacework**"), and you or the entity you represent placing an Order for or accessing the Service ("**Customer**"). This Agreement includes and incorporates any addenda or exhibits referenced in this Agreement, any Orders, and (as applicable) any DPA or other agreement related to the Service and executed by the parties. The "**Effective Date**" of this Agreement is the earlier of: (i) Customer's initial access to the Service; or (ii) the date of Customer's first Order. Lacework and Customer may be referred to in this Agreement individually as a "party" and collectively as the "parties."

Introduction to Lacework: Lacework delivers a complete security and compliance platform for the cloud, offered as-a-service. By accessing meta-data associated with a customer's existing, third-party networking and cloud environments, Lacework uses that meta-data to generate alerts of data anomalies and potential vulnerabilities. Lacework does not access or collect the underlying data stored in these customer environments (i.e., our customers' customer data). Businesses use Lacework's service to help protect their environments from security threats.

1. Definitions.

"**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, a party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting securities or interests of an entity.

"**Cloud Provider Account**" means Customer's user account with a supported, third party public-cloud provider such as Amazon Web Services, Microsoft Azure, or Google Cloud Platform.

"**Documentation**" means Lacework's technical documentation and usage guides for the Service as made available at https://docs.lacework.com or through the Service.

"**DPA**" means a data processing addendum executed by the parties, if applicable. Lacework's form of DPA is made available at https://lacework.com/legal/dpa/.

"**Meta-Data**" means, collectively, any applicable process, configuration, log, and account activity meta-data associated with any Cloud Provider Account or any local machine, network, application, or container, that is collected and transmitted to Lacework as part of the Service. As between Customer and Lacework, Customer owns all right, title, and interest in and to the Meta-Data.

"**Order**" means a quote, or other written or online ordering document, issued by Lacework or a Reseller, which has been

agreed to by Customer by means of signature, issuance of a purchase order, or, if applicable, online acceptance. Customer's use of any Service procured through a Reseller will be subject to the terms of this Agreement.

"**Reseller**" means a Lacework-authorized reseller of the Service.

"**Service**" means Lacework's software-as-a-service offerings, together with all associated Software and Documentation. The Service is provided and licensed based on entitlements and limitations identified in the Usage Policy and the applicable Order, which may include, but are not limited to: (i) the Subscription Term; (ii) identified number of Cloud Provider Accounts; (iii) identified workload, unit, vCPU, or resource limitations; and (iv) an identified number of users, all as applicable to the specific Service licensed.

"**Software**" means any Lacework software provided to Customer as part of the Service and installed on Customer's local hardware or in Customer's cloud environment to collect and transmit Meta-Data to Lacework. Software includes any "Lacework Agent" referenced in an Order or the Documentation.

"**Subscription Term**" means the specified period of time during which Customer is entitled to access and use the Service as identified in the applicable Order.

"**Usage Policy**" means Lacework's Usage Policy made available at https://lacework.com/legal/usage-policy/ and incorporated herein by reference. The Usage Policy identifies

the entitlements and product-specific terms associated with the applicable Service as of the Order effective date.

"**Users**" means the persons allowed access to the Service by or on behalf of Customer, including its, and its Affiliates', employees, independent contractors and consultants.

2. Service Access and Use. Subject to the terms of this Agreement, Customer and its Users may access and use the Service during the Subscription Term in accordance with the applicable Order and Documentation. Customer may permit its Affiliates (and any third party authorized by Customer to manage the Service on Customer's behalf) to act as Users provided that any such use is solely for the benefit of Customer. Customer is responsible for each User's compliance with this Agreement, for each User's actions while using the Service, and for maintaining the security of each User's username and password. To the extent use of the Service requires Customer to install any Software on Customer's local hardware or cloud environment, Lacework grants Customer and its Users a non-exclusive, non-transferable, and non-sublicensable right and license to use the object code form of such Software during the Subscription Term and in accordance with the applicable Order and Documentation.

3. Restrictions. Customer will not (and will not permit any third party to): (a) sell, rent, assign, sublicense, or distribute the Service, or provide the Service as a commercial hosted service, to any third party; (b) provide access to, or otherwise make available, the Service to any third party (except as expressly set forth in Section 2); (c) modify, copy, translate, or create derivative works of, the Service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain or derive the source code or non-public APIs or algorithms of the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Lacework); (e) use the Service to store or transmit malicious or disruptive code; (f) attempt to interfere with or disrupt the integrity or performance of the Service, or to gain unauthorized access to the Service; (g) remove or obscure any copyright labels or proprietary notices contained in the Service; (h) use the Service in violation of applicable law; or (i) use the Service to benchmark the Service, to perform competitive analyses, to copy features or functions of the Service, or to build similar or competitive products or services.

4. Title and Licenses.

4.1 Title by Lacework. Lacework and its licensors retain all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, trade name and copyright, whether registered or not registered, in and to the Service, Software, and the underlying technology thereof, the Documentation, and any derivative works, modifications, or improvements of any of the foregoing. Lacework also owns all aggregated and anonymized statistical and performance information related to the provision and operation of the Service, and Customer understands that such information is inherent to, and necessary for, Lacework's provision of the Service. Lacework reserves all rights in the Service not expressly granted herein, and no other license or implied rights of any kind are granted or conveyed. "Lacework," "Polygraph," and associated logos are the registered trademarks or trademarks of Lacework and its Affiliates. This Agreement does not permit Customer to use any Lacework trademarks.

4.2 License to Meta-Data. Subject to the terms of this Agreement, Customer hereby grants to Lacework and its Affiliates a non-exclusive, worldwide, non-transferable, and royalty-free license, during the Subscription Term, to use the Meta-Data solely for the purpose of providing the Service and Support to Customer.

4.3 Feedback. Lacework may freely use and incorporate into Lacework's products and services any suggestions, corrections, enhancement requests, or other feedback provided to Lacework by Customer or Users of the Service ("**Feedback**"), provided that Lacework's use of such Feedback is anonymized and does not identify Customer or any User in any manner.

5. Fees.

5.1 Fees and Payment. If Customer is purchasing the Service via a Reseller, then all pricing and payment terms will be determined by and between Customer and such Reseller. If Customer is purchasing the Service directly from Lacework, Customer shall pay to Lacework (or the Lacework Affiliate identified in the applicable Order) the fees set forth in each applicable Order (the "**Fees**"). All Fees payable to Lacework under this Agreement shall be paid in United States Dollars (or the currency identified in the applicable Order). Payment terms shall be specified in the applicable Order. Nothing in this Agreement prohibits Customer from making good faith disputes of amounts incorrectly invoiced by Lacework.

5.2 Taxes. All Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges including, without limitation, VAT, GST, or similar withholding taxes or obligations (collectively, "**Taxes**"). Customer shall be responsible for paying all Taxes associated with the Service (without any offset or deduction to the fees paid to Lacework) other than taxes based on Lacework's net income, and Customer may not reduce the fees payable to Lacework as a result of Taxes.

5.3 Overage. Lacework reserves the right to monitor Customer's use of the Service. Any use of the Service by Customer in excess of the licenses granted in the applicable Order ("**Overage**") is subject to billing in arrears by Lacework or a Reseller in accordance with Lacework's Usage Policy. Subject to Section 14.1 below, Lacework may update the Usage Policy from time to time.

5.4 Reseller Orders. For any Orders placed through a Reseller, Customer acknowledges and agrees that: (i) Lacework may share information with such Reseller related to Customer's use and consumption of the Service for account management and billing purposes; and (ii) Reseller is not authorized to make any changes to this Agreement or to make any commitments of any kind on behalf of Lacework.

6. Support; Technical Services.

6.1 Support. During the Subscription Term, Lacework will provide Customer the support and service levels for the Service as specified in the Order ("**Support**"), in accordance with Lacework's Customer Support Service Level Agreement available at https://lacework.com/legal/customer-sla/ and incorporated herein by reference ("**Customer SLA**"). Subject to Section 14.1 below, Lacework may update the Customer SLA from time to time. Customer acknowledges and agrees that Lacework may rely on the actions and instructions of any User in the provision of Support to Customer.

6.2 Technical Services. If identified in an applicable Order, Lacework will provide Customer with the Lacework-branded technical assistance for the Service identified in the Order ("**Technical Services**"), in accordance with Lacework's Technical Services Addendum available at https://lacework.com/legal/tsa/ and incorporated herein by reference ("**Technical Services Addendum**"). Subject to Section 14.1 below, Lacework may update the Technical Services Addendum from time to time. For clarity, Lacework is not responsible for Reseller-branded professional services that Customer may procure from a Reseller directly.

7. Security and Privacy Standard. Lacework will use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, or disclosure of Meta-Data in accordance with the Lacework Security and Privacy Standard made available at https://lacework.com/legal/security-standard/ and incorporated herein by reference ("**Security and Privacy Standard**"). Subject to Section 14.1 below, Lacework may update the Security and Privacy Standard from time to time.

8. Trials. At Customer's request, Lacework may make available to Customer trial or evaluation use of the Service, including services, software, or features that may not yet be generally available, including pre-release or beta versions of the foregoing which may not operate correctly (collectively, "**Trials**"). Trials may include partial features or functionality of the Service. Customer may access and use Trials solely for the purpose of evaluating and testing the Service and related features. Lacework may terminate Customer's access to and use of any Trial at any time. Trials are provided "as is" without Support, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise. Notwithstanding Section 12 (Limitation of Liability) or any other provision of this Agreement, Lacework's maximum aggregate liability under any Trial shall be capped at one thousand dollars US ($1,000 US).

9. Warranties and Disclaimers.

9.1 Lacework Warranty. Lacework warrants that the Service will perform, in all material respects, in accordance with the Documentation during the Subscription Term. In the event of a breach of this warranty, Lacework will use commercially reasonable efforts to correct the reported non-conformity, at no additional charge to Customer, or if Lacework determines such remedy to be impracticable, either party may terminate the applicable Order and Customer will receive a prorated refund of Fees pre-paid to Lacework for Customer's use of the Service for the remainder of the Subscription Term. The foregoing remedy shall be Customer's sole and exclusive remedy for any breach of warranty under this Section 9.1.

9.2 Exclusions. The warranty in Section 9.1 does not apply to any unavailability or non-conforming functionality of the Service arising or resulting from: (i) factors outside of Lacework's reasonable control, including any force majeure event, Customer's Internet access, or other problems beyond the scope of the Service; (ii) Customer's failure to promptly notify Lacework of the alleged non-conformity to the extent Lacework is materially prejudiced from resolving the same due to Customer's failure to promptly notify; (iii) misuse, unauthorized modification, or Customer or third party equipment, software, services, or technology not within Lacework's direct control; (iv) any unavailability, suspension or termination of any Cloud Provider Account, or any other cloud service provider performance issues; or (v) Lacework's suspension or termination of Customer's right to use the Service in accordance with this Agreement.

9.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS," AND LACEWORK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LACEWORK DOES NOT WARRANT AGAINST LOSS OR INACCURACY OF DATA OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. LACEWORK SHALL NOT BE LIABLE FOR PROBLEMS INHERENT IN USE OF THE INTERNET OR FOR ISSUES RELATED TO CUSTOMER'S NETWORK OR CLOUD PROVIDER ACCOUNTS. THE SERVICE IS ONE TOOL IN CUSTOMER'S CLOUD SECURITY STRATEGY AND DOES NOT REPRESENT A SHIFT IN RESPONSIBILITY FOR CUSTOMER'S BUSINESS. CUSTOMER REMAINS RESPONSIBLE FOR ENSURING THAT IT HAS APPROPRIATE DATA SECURITY MEASURES IN PLACE.

9.4 Customer Warranty. Customer warrants that it has all rights, authorizations, and consents necessary under applicable law to permit the collection and transmission of Meta-Data as contemplated by this Agreement.

10. Confidentiality.

10.1 Definition. "**Confidential Information**" means non-public information that is identified as confidential at the time of disclosure by the disclosing party (the "**Disclosing Party**") or that should reasonably be understood by the receiving party (the "**Receiving Party**") to be confidential due to the nature of the information or the circumstances surrounding its disclosure. Lacework's Confidential Information includes all non-public information relating to the Service, including Fees identified in any Order, performance or benchmark results, and any usage statistics. Customer's Confidential Information includes Meta-Data. Confidential Information does not include information that: (i) is made

generally available to the public without breach of this Agreement or of any existing confidentiality obligations governing such information; (ii) is developed by the Receiving Party independently from and without reference to the Confidential Information; (iii) is disclosed to the Receiving Party by a third party without restriction; or (iv) was in the Receiving Party's lawful possession prior to disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party.

10.2 Obligations. Each Receiving Party shall protect the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). The Receiving Party shall: (i) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in performance of its obligations under this Agreement or as otherwise authorized by the Disclosing Party in writing; and (ii) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who have a need to know such Confidential Information 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. The Receiving Party's obligations under this Section 10 shall survive termination and continue for five (5) years from the date of termination of this Agreement. All Confidential Information shall remain the property of the Disclosing Party. Upon termination, the Receiving Party shall cease any use of the Disclosing Party's Confidential Information. Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all documents and tangible materials containing Disclosing Party's Confidential Information and provide a signed document attesting to such return or destruction. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11. Indemnification.

11.1 By Customer. Customer will defend, indemnify, and hold Lacework and its Affiliates harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim brought by a third party alleging that the Meta-Data infringes a copyright, trademark, or U.S. patent, misappropriates a trade secret of a third party.

11.2 By Lacework. Lacework will defend, indemnify, and hold Customer and its Affiliates harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim brought by a third party alleging that the Service infringes a copyright, trademark, or U.S. patent, or misappropriates a trade secret. Notwithstanding the foregoing, Lacework will have no obligation with respect to any infringement claim based upon: (a) any use of the Service that is not in accordance with this Agreement or the corresponding Documentation; (b) any use of the Service in combination with other products or services not provided by Lacework if such infringement would not have arisen but for such combination; or (c) any modification of the Service if such infringement would not have arisen but for such modification. If Customer's use of the Service is, or in Lacework's opinion may become, enjoined as a result of an infringement claim, or if Lacework determines such actions are reasonably necessary to avoid liability, Lacework may, at its option and expense, either: (i) procure for Customer the right to continue using the Service; (ii) replace or modify the Service so that it becomes non-infringing and remains functionally equivalent; or (iii) if, despite its commercially reasonable efforts, Lacework is unable to do either (i) or (ii), Lacework will terminate the rights herein and pay to Customer a prorated refund of Fees pre-paid to Lacework for the Service for the remainder of the Subscription Term. This Section 11.2 states Lacework's entire liability, and Customer's sole and exclusive remedy, for infringement claims and actions.

11.3 Procedure. The obligations under this Section 11 are subject to the party seeking indemnity or reimbursement hereunder (the "**Indemnified Party**") notifying the other party (the "**Indemnifying Party**") promptly in writing of such claim, giving the Indemnifying Party sole control of the defense thereof and any related settlement negotiations, and cooperating and assisting in such defense at the Indemnifying Party's reasonable request and expense (including reasonable attorneys' fees). Notwithstanding the foregoing, the Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent if the settlement would require the Indemnified Party to: (i) pay any amounts; or (ii) require the Indemnified Party to make an admission of wrongdoing or fault. Nothing in this Section 11 prohibits the Indemnified Party from participating in the defense of any claim at its own expense.

12. Limitation of Liability.

(A) EXCEPT FOR THE "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS, OR THE COST TO PROCURE SUBSTITUTE GOODS OR SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SUBJECT TO SECTIONS 12(B) AND 12(C), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM (THE "**GENERAL LIABILITY CAP**").

(B) FOR THE AVOIDANCE OF DOUBT, THE GENERAL LIABILITY CAP WILL NOT BE DEEMED TO LIMIT: (I) CUSTOMER'S RIGHT TO ANY SERVICE CREDITS UNDER LACEWORK'S CUSTOMER SLA; (II) CUSTOMER'S OBLIGATION TO PAY FEES TO LACEWORK; OR (III) LACEWORK'S RIGHT TO RECOVER AMOUNTS UNDER LACEWORK'S USAGE POLICY.

(C) NOTWITHSTANDING SECTION 12(A) OR ANY OTHER PROVISION OF THIS AGREEMENT, IN THE CASE OF ANY CLAIM RELATED TO THE UNAUTHORIZED DISCLOSURE OF META-DATA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LACEWORK'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF: (I) ONE MILLION DOLLARS US ($1,000,000 US); OR (II) TWO TIMES (2X) THE GENERAL LIABILITY CAP.

(D) "**EXCLUDED CLAIMS**" MEANS: (I) A PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 10 (CONFIDENTIALITY) BUT EXCLUDING CLAIMS RELATING TO META-DATA; (II) EITHER PARTY'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION); (III) A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) LIABILITY WHICH, BY LAW, CANNOT BE LIMITED.

13. Subscription Term; Termination.

13.1 Subscription Term. For any net new Service, the start date of the Subscription Term shall be the later of: (i) the date that Lacework makes the Service available to Customer; or (ii) the date identified in the Order. For any renewal, the start date of the Subscription Term shall be the date immediately following the end date of the previous Subscription Term.

13.2 Termination. This Agreement, and Customer's rights to use the Service, shall terminate immediately if: (i) there is no active Subscription Term; (ii) a party materially breaches any provision of this Agreement and fails to cure such breach within 30 days from the date of such party's written notice to the other party; or (iii) a party seeks protection under any bankruptcy or similar proceeding and such proceeding is not dismissed within sixty (60) days. Except as otherwise set forth herein, the Service may not be cancelled or terminated by Customer during the Subscription Term.

13.3 Effect of Termination. Upon expiration or termination of any Subscription Term: (i) Lacework will delete the Meta-Data stored in the Service; and (ii) Customer shall promptly: (a) discontinue all use of the Service, and (b) pay all Fees and Overage amounts due during the Subscription Term, provided, however, that if Customer terminates the Service for Lacework's uncured breach, then (1) Customer shall pay all Fees and Overage amounts due for the Service up to the effective date of termination, and/or (2) Customer will receive a prorated refund of amounts pre-paid to Lacework for

Customer's use of the Service for the remainder of the Subscription Term. Sections 1, 3, 4.1, 4.3, 5.3, 10, 11, 12, 13.3, and 14 will survive any termination of this Agreement.

13.4 Suspension. In addition to Lacework's rights and remedies hereunder (including Section 13.2), Lacework may suspend Customer's access to or use of the Service immediately if: (i) Lacework reasonably believes Customer's use of the Service may pose a security risk to or may adversely impact the Service; (ii) Customer materially breaches any provision of this Agreement and fails to cure such breach within 10 days from the date of Lacework's written notice; (iii) Customer fails to make timely payments for the Service to Lacework or its Reseller (provided Lacework or such Reseller has first notified Customer of such nonpayment and given Customer at least 10 days to cure such nonpayment); or (iv) Customer becomes insolvent, has ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

14. General Provisions.

14.1 Exhibits. With respect to the Usage Policy, Customer SLA, Security and Privacy Standard, and Technical Services Addendum (the "**Exhibits**"), any modification of such Exhibits by Lacework after the Effective Date of this Agreement will not materially degrade the parties' rights and obligations thereunder, and Lacework will honor the terms of such Exhibits in effect as of the effective date of the applicable Order.

14.2 Governing Law. This Agreement will be governed by the laws of the State of New York and the United States without regard to any conflicts of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.3 Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Service and performance of its obligations under this Agreement.

14.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight delivery, registered mail (return receipt requested), or email and shall be deemed given upon receipt. Email notices to Lacework shall be sent to legal@lacework net and to Customer at the email address(es) identified in the applicable Order.

14.5 Export. The Software and related technology are subject to U.S. export laws and may be subject to export regulations in other countries. The Export Control Classification Number (ECCN) associated with the Software is identified at https://lacework.com/legal/eccn/. Customer agrees not to use or export (directly or indirectly) the Software or related technology in violation of applicable export laws or regulations. Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that has been designated by the U.S. government as a "terrorist supporting" country.

14.6 US Government End Users. As applicable to US Government customers of the Service, the Service and related Documentation is provided in accordance with, and use of the Service is subject to, FAR 12.212 (Software) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

14.7 No Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. Any other transfer or assignment of this Agreement except as expressly authorized under this Section will be null and void.

14.8 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to any cause beyond such party's reasonable control, including acts of God, labor conditions, systemic electrical, telecommunications, or other utility failures, earthquakes, floods, fires, storms, acts of terrorism, war, or acts or orders of government.

14.9 Miscellaneous. This Agreement is the entire agreement between Lacework and Customer and supersedes all previous written and oral communications between the parties with respect to the subject matter hereof. No varying terms or conditions stated in a purchase order or other ordering document or process (other than Orders) shall form any part of this Agreement, and all such terms and conditions shall be null and void. From time to time, Lacework may modify this Agreement, and any changes become effective for Customer upon renewal of the then-current Subscription Term or entry into a new Order after the updated version of this Agreement goes into effect. Customer's continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.