

ADVANCED SOLUTION RESELLER AGREEMENT

Schedule B

Terms and Conditions for esENDPOINT for Carbon Black Services

Acknowledgements: Client acknowledges that: (i) the esENDPOINT Order Form is concluded solely between eSentire and Client, and that Product Publisher is not a party to the esENDPOINT Order Form; (ii) eSentire is solely responsible to the Client for the Services, including the Product; (iii) Product Publisher has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the esENDPOINT Order Form solely against eSentire, and any provisions of the esENDPOINT Order Form regarding the limitation of Product Publisher's liability will survive expiration or termination of the esENDPOINT Order Form indefinitely; (iv) the Client may not, and may not help or assist others, to reverse engineer, reverse compile, modify or create derivative works of the Product, sublicense the Product or use the Product other than as expressly permitted by the esENDPOINT Order Form; (v) eSentire is solely responsible for providing any maintenance and support services to the Client, and the Client acknowledges that the Product Publisher has no obligation to furnish any maintenance and support services directly to the Client; and (vi) promptly upon expiration or termination of the esENDPOINT Order Form, the Client will delete all copies of the Product and all related materials, and at Product Publishers' request (via eSentire), the Client must agree to certify the destruction and return of the Product and related materials.

Scope of Use: The Client is entitled use the Product solely as part of the esENDPOINT Services, in object code and cloud service form, for Client's internal use only.

Warranty: eSentire is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to Client arising out of eSentire 's implementation and use of the esENDPOINT Services.

Export and Import Compliance; U.S. Government Rights: The Client acknowledges and agrees that: (i) the Product will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"); (ii) the Product may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000; (iii) the Client acknowledges and agrees that the Product is "commercial computer software" or "commercial computer software documentation", and that absent a written agreement to the contrary, the U.S. Government's rights with respect to such Product are limited by the terms of the esENDPOINT Order Form, pursuant to FAR§ 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

Third Party Beneficiary: The Client acknowledges and agrees that the Product Publisher is a third-party beneficiary of the esENDPOINT Order Form with full power and authority to enforce the esENDPOINT Order Form against the Client as a third-party beneficiary thereof. For the avoidance of doubt, the Client will not be third party beneficiaries under the esENDPOINT Order Form with respect to the Product Publisher.

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Schedule C

Terms and Conditions for esENDPOINT for CrowdStrike Services

1. **Access & Use Rights.** Client has a non-exclusive, non-transferable, non-sublicensable license to access and use the Product in accordance with any applicable Documentation solely for Client's Internal Use. Furthermore, if Client purchases a subscription to a Product with a downloadable object-code component ("Software Component"), Client may install and run multiple copies of the Software Components solely for Client's Internal Use. Client's access and use is limited to the purchased quantity and the period of time during which Client is authorized to access and use the Product or Product-Related Service.
2. **Restrictions.** The access and use rights do not include any rights to, and Client will not, with respect to any Offering (or any portion thereof): (i) employ or authorize any third party (other than eSentire) to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for eSentire as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Client from comparing the Products to other products for Client's Internal Use); (x) use any feature of Product Publisher APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Client agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Client and acknowledges that Client is solely responsible for determining whether a particular use of an Offering is compliant with such laws.
3. **Third Party Software.** Product Publisher uses certain third-party software in its Products, including what is commonly referred to as open source software. Under some of these third-party licenses, Product Publisher is required to provide Client with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third-party software that Product Publisher uses at: <https://falcon.crowdstrike.com/opensource>.
4. **Installation and User Accounts.** Product Publisher is not responsible for installing Products. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Client is liable and responsible for all actions and omissions occurring under Client's user accounts for Offerings.
5. **Malware Samples.** If Product Publisher makes malware samples available to Client in connection with an evaluation or use of the Product ("Malware Samples"), Client acknowledges and agrees that: (i) Client's access to and use of Malware Samples is at Client's own risk, and (ii) Client should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Client's systems, networks, and data. Client will use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. Product Publisher will not be liable for any loss or damage caused by any Malware Sample that may infect Client's computer equipment, computer programs, data, or other proprietary material due to Client's access to or use of the Malware Samples.
6. **Ownership & Feedback.** The Offerings are made available for use or licensed, not sold. Product Publisher owns and retains all right, title and interest (including all intellectual property rights) in and to the Offerings. Any feedback or

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suggestions that Client provides to Product Publisher regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by Product Publisher for any purpose without acknowledgement or compensation; provided, Client will not be identified publicly as the source of the feedback or suggestion.

7. **Disclaimer.** ESENTIRE, AND NOT PRODUCT PUBLISHER, IS RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OBLIGATIONS TO CLIENT, INCLUDING REGARDING THE PRODUCT PUBLISHER OFFERINGS. CLIENT ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT PRODUCT PUBLISHER DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CLIENT'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CLIENT AND ITS AFFILIATES WILL NOT HOLD PRODUCT PUBLISHER RESPONSIBLE THEREFOR. PRODUCT PUBLISHER AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PRODUCT PUBLISHER AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CLIENT'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. CLIENT AGREES THAT IT IS CLIENT'S RESPONSIBILITY TO ENSURE SAFE USE OF AN OFFERING IN SUCH APPLICATIONS AND INSTALLATIONS. PRODUCT PUBLISHER DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.
8. **Client Obligations.** Client, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized Product Publisher, through the Offerings, to access the Systems and process and transmit data through the Offerings in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having Product Publisher investigate the Systems, process the Client Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct Product Publisher to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Client Data and Client Personal Data from each Client and Client Affiliate, to Product Publisher.
9. **Falcon Platform.** The 'Falcon EPP Platform' uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. Product Publisher's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Client, rather than Product Publisher, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Client's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. Product Publisher uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Client and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, Product Publisher's products and services, and enhance cybersecurity; and (iv) permit Client to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Client or Client's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Client's Confidential Information or Client Data.

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10. **Processing Personal Data.** Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship, comply with law, act in accordance with Client's written instructions, or otherwise in accordance with this Agreement. Client authorizes Product Publisher to collect, use, store, and transfer the Personal Data that Client provides to Product Publisher as contemplated in this Agreement. While using certain Product Publisher Offerings Client may have the option to upload (by submission, configuration, and/or, retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve Product Publisher's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Client's endpoints and systems. In some instances, these files could contain Personal Data for which Client is responsible.
11. **Compliance with Laws.** Client agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to it in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Client acknowledges and agrees the Offerings will not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Client represents and warrants that Client is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

Definitions (Solely for the purposes of this Schedule):

"Product Publisher Data" will mean the data generated by the Product Publisher Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, Product Publisher Data does not include Client Data.

"Client Data" means the data generated by the Client's Endpoint and collected by the Products.

"Documentation" means Product Publisher's end-user technical documentation included in the applicable Offering.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"Execution Profile/Metric Data" means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Client provides to Product Publisher in connection with this Agreement or (ii) is collected or discovered during the course of Product Publisher providing Offerings, excluding any such information or data that identifies Client or to the extent it includes Personal Data.

"Internal Use" means access or use solely for Client's own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Client, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Client's employees and ESentire solely on Client's behalf and for Client's benefit.

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

"Personal Data" means information provided by Client to Product Publisher or collected by Product Publisher from Client used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by Product Publisher to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

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“Product” means any of Product Publisher’s cloud-based software or other products ordered by Client through eSentire, the available accompanying API’s, the Product Publisher Data, any Documentation.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by Product Publisher, (iv) training, and (v) any other Product Publisher services provided or sold with Products.

“Threat Actor Data” means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Client provides to Product Publisher in connection with this Agreement, or (ii) is collected or discovered during the course of Product Publisher providing Offerings, excluding any such information or data that identifies Client or to the extent that it includes Personal Data.

If Client is a US Government End Users, the following must be included:

- 11.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier (“Government Users”) under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products and Documentation are “commercial items,” as that term is defined in Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement (“DFARS”) 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law (“Federal Law”).
- 11.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, the rights and duties of the parties arising from this Agreement, will be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes will be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.
- 11.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

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Schedule D

Terms and Conditions for esENDPOINT for SentinelOne Services

Client agrees to the following esENDPOINT provisions. For the purposes of the esENDPOINT Services contemplated herein, the product publisher is SentinelOne, Inc. (the "Product Publisher").

a) Definitions (Solely for the purposes of this Schedule):

"Product" means any of Product Publisher's cloud-based Product or other products ordered by Client through eSentire, the available accompanying API's, the Product Publisher data, and any related documentation.

b) Access and Use Rights. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Client has a non-transferable, non-sublicensable, non-exclusive license to access and use the Product delivered with the esENDPOINT Services in accordance with any applicable Product documentation, and solely for Client's internal use.

c) Acknowledgements: Client acknowledges that: (i) the Agreement is solely between eSentire and Client; (ii) eSentire is solely responsible to the Client for the esENDPOINT Services; (iii) esENDPOINT Product Publisher has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the Agreement solely against eSentire, and any provisions of the Agreement regarding the limitation of esENDPOINT Product Publisher's liability shall survive expiration or termination of the Agreement indefinitely; (iv) the Client may not, and may not help or assist others, to modify, disclose, alter, translate or create derivative works of the Product used in delivering the esENDPOINT Services, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Product used in delivering the esENDPOINT Services, or use the esENDPOINT Services other than as expressly permitted by the Order Form.

d) Restrictions: Client may not use of the Product delivered as part of the esENDPOINT Services to (i) store, transmit or test for any viruses, Product routines or other code designed to permit unauthorized access, disable, erase or otherwise harm Product, hardware or data, or to perform any other harmful actions; (ii) probe, scan or test the efficacy or vulnerability of the Product, or take any action in an effort to circumvent or undermine the Product, except for the legitimate testing of the Product in coordination with Product Publisher; (iii) attempt or actually disassemble, decompile or reverse engineer, copy, frame or mirror any part or content of the Product; (h) access, test, and/or use the esENDPOINT Services or Product in any way to build a competitive product or service, or copy any features or functions of the esENDPOINT Services or Product; (i) interfere with or disrupt the integrity or performance of the Product; (j) attempt to gain unauthorized access to the esENDPOINT Services or their related systems or networks; or (k) disclose to any third party or publish in any media any performance information or analysis relating to the esENDPOINT Services or Product.

e) Compliance with Laws: Client agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Client and acknowledges that Client is solely responsible for determining whether a particular use of an Offering is compliant with such laws, including, without limitation to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party property, personal or privacy rights

f) Warranty: eSentire is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to Client arising out of eSentire's implementation and use of the esENDPOINT Services.

g) Expiration or Termination. Promptly upon expiration or termination of the Order Form, the Client will delete all copies of the esENDPOINT related Product and all related materials, and at esENDPOINT Product Publishers' request (via eSentire), the Client must agree to certify the destruction and return of the Product used in delivering the esENDPOINT Services and related materials.