

CROWDSTRIKE PUBLIC SECTOR ACCESS TERMS AND CONDITIONS

These CrowdStrike Public Sector Access Terms and Conditions (the “**Access Terms**”) govern the access to and use of the CrowdStrike Products and Services provided to Customer (as defined below) by SHI International Corp. (the “**Contractor**”) under the Contractor’s NASPO ValuePoint Cloud Solutions 2016-2026 Master Agreement No. AR2488 (the “**Contract**”). These Access Terms are part of the Contract and set out the additional rules, conditions, and restrictions that apply to the Customer’s use of CrowdStrike’s Products and Services.

These Access Terms cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services. Please see Section 1 for definitions of certain capitalized terms used in these Access Terms.

1. Definitions.

“**Affiliate**” means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

“**API**” means an application program (or programming) interface.

“**CrowdStrike Competitor**” means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

“**CrowdStrike Data**” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

“**CrowdStrike Tool**” means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike’s products.

“**Customer**” or “**you**” means the end customer that has ordered CrowdStrike Products and Services from the Contractor under the Contractor’s Contract.

“**Customer Contractor**” means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under these Access Terms solely on behalf of and for Customer’s Internal Use, (ii) has an agreement to provide Customer services, and (iii) is subject to confidentiality obligations covering CrowdStrike’s Confidential Information. The Contractor might also be a Customer Contractor.

“**Customer Contractor Services**” means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

“**Documentation**” means CrowdStrike’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.

“**Error**” means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

“**Internal Use**” means access or use solely for Customer’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 Customer, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and

use by Customer's employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on Customer's behalf and for Customer's benefit.

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

"Order" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike's applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

"Product" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

"Product-Related Services" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

"Professional Services" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

"Services" means, collectively, any Product-Related Services and any Professional Services.

"Statement of Work" or "SOW" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"Subscription/Order Term" means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"Updates" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Orders and Payment.

2.1 [Intentionally Omitted].

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of these Access Terms that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable.

2.3 Payment and Taxes. Fees paid for Services performed or Products provided are non-refundable, except as provided in these Access Terms, Customer's Order, or the Contractor's Contract. Contractor shall state separately on invoices taxes excluded from the fees, and Customer agrees either to pay the amount of taxes or provide properly completed exemption certificates.

3. Access & Use Rights.

3.1 **Evaluation.** If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 **Access & Use Rights.** Subject to these Access Terms (including Contractor's or CrowdStrike's receipt of applicable fees), CrowdStrike will make the Products listed in Customer's Order available and will grant Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) **Products with Software Components.** If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's Internal Use up to the maximum quantity in the applicable Order.

(b) **CrowdStrike Tools.** If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 **Restrictions.** The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor 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 Customer Contractors 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 Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, these Access Terms; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 **Installation and User Accounts.** CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 **Malware Samples.** If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product (“**Malware Samples**”), Customer acknowledges and agrees that: (i) Customer’s access to and use of Malware Samples is at Customer’s own risk, and (ii) Customer 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 Customer’s systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer’s computer equipment, computer programs, data, or other proprietary material due to Customer’s access to or use of the Malware Samples.

3.6 **Third Party Software.** CrowdStrike 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, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

3.7 **Ownership & Feedback.** Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 **Authorization.** Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer’s use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor’s access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor’s access to Customer’s Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 **Disclaimer.** Customer Contractors are subject to the terms and conditions in these Access Terms while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of these Access Terms is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API’s, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor’s actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be “certified,” “authorized,” or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 **Restrictions on Customer Contractors.** Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API’s in Customer Contractor Services for Customer’s Internal Use.

5. Professional Services.

5.1 **Fees.** Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 **Ownership of Deliverables.** Professional Services do not constitute “works for hire,” “works made in the course of duty,” or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike’s findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer’s Confidential Information therein) delivered to Customer (“Deliverable”), subject to CrowdStrike’s ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the “CrowdStrike Materials”) and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer’s Internal Use.

6. Data Security and Privacy. See Exhibit A.

7. Confidentiality.

7.1 **Definitions.** In connection with these Access Terms, each of CrowdStrike and Customer (each, individually, a “Recipient”) may receive Confidential Information from each other (each, individually, a “Discloser”) or third parties to whom a Discloser has a duty of confidentiality. “Confidential Information” means non-public information in any form that is in a Recipient’s possession regardless of the method of acquisition that a Discloser designates as confidential to a Recipient or should be reasonably known by a Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by a Recipient in violation of these Access Terms); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser’s Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 **Restrictions on Use.** Except as allowed in Section 7.3 (Exceptions), and subject to the Freedom of Information Act (“FOIA”) (5 U.S.C. § 552) or other applicable open records laws, Recipient shall hold Discloser’s Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, “Representatives”), its Affiliates and their Representatives, subject to the other terms of these Access Terms, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser’s Confidential Information for any purpose other than as set forth in these Access Terms. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser’s Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser’s Confidential Information while in Recipient’s control, Recipient shall provide Discloser with notice thereof.

7.3 **Exceptions.** Recipient may disclose Discloser’s Confidential Information: (i) to the extent required by applicable law or regulation (including, without limitation, FOIA); (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request,

Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure.

7.4 **Destruction.** Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to these Access Terms. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 **Equitable Relief.** Each of the Customer and CrowdStrike acknowledges that a breach of this Section 7 (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 **No Warranty for Pre-Production Versions.** Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 **Product Warranty.** If Customer has purchased a Product, CrowdStrike warrants to Customer For purchases of Products, CrowdStrike warrants that during the applicable Subscription/Order Term: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 **Services Warranty.** CrowdStrike warrants that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 **Exclusions.** The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with these Access Terms or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 **No Guarantee.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE 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 AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) have the right to intervene to defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim to the maximum extent permitted by law (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under these Access Terms.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (A) LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), (B) CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR (C) ANY INFRINGEMENT OR MISAPPROPRIATION BY CUSTOMER OR CROWDSTRIKE OF EACH OTHER'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR CROWDSTRIKE SHALL BE LIABLE TO EACH OTHER IN CONNECTION WITH THESE ACCESS TERMS OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR (Y) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF CUSTOMER OR CROWDSTRIKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (Z) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE ACCESS TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

11. Compliance with Laws. Each of Customer and CrowdStrike agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in connection with these Access Terms, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall 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. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users. The Products, CrowdStrike Tools, 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, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in these Access Terms, unless such terms are inconsistent with United States federal law (“Federal Law”).

13. Limitation of Access and Termination.

13.1 Limitation of Access. CrowdStrike may temporarily suspend Customer’s access to, or use of, the Offerings immediately with written notice to Customer’s contracting officer or other authorized representative if: (a) CrowdStrike reasonably believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; or (b) Customer or Customer’s users are in breach of Section 3.3 (Restrictions). CrowdStrike will cooperate with Customer’s contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the limitation of access and will promptly reinstate Customer’s access to and use of the Offerings upon the removal or resolution of such conditions. Nothing in this Section 13 operates to limit Customer’s rights and remedies otherwise available to Customer under applicable law and regulations.

13.2 Termination. Before termination of Customer’s access to and use of the Offerings and subject to the terms of these Access Terms, Customer shall have the right to access and download Customer Data available per the Customer’s purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of Customer’s access to and use of the Offerings for any reason: (a) all Customer’s access and use rights granted in these Access Terms will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer’s Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 (Confidentiality; Destruction). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive any termination of Customer’s use of and access to the Offerings.

14. General.

14.1 Construction. These Access Terms supersede all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding the subject matter of these Access Terms. It is expressly agreed that these Access Terms shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through Contractor is subject to, and CrowdStrike’s obligations and liabilities to Customer are governed by, these Access Terms. If the terms of these Access Terms are inconsistent with the terms contained in Customer’s Order and Contract, the terms contained in this document will control as between Customer and CrowdStrike. These Access Terms shall not be construed for or against Customer or CrowdStrike because that entity or that entity’s legal representative drafted any of its provisions.

14.2 **Assignment.** Neither Customer nor CrowdStrike may assign these Access Terms or an Order to another individual or entity, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets.

14.3 **Governing Law; Venue.** The law governing the Contract, without reference to conflict of law rules, governs these Access Terms and any dispute of any sort that might arise related to these Access Terms. Notwithstanding the foregoing, if these Access Terms fail to meet the Customer's needs or are inconsistent in any way with the law governing the Contract, and the Customer and CrowdStrike cannot reach an acceptable resolution, the Customer agrees to terminate its use of the Offerings.

14.4 **Independent Contractors; No Third Party Rights.** CrowdStrike is an independent contractor, and each of Customer and CrowdStrike agrees that no partnership, joint venture, employment, franchise, or agency relationship exists between or among Customer or CrowdStrike. No provision in these Access Terms is intended or shall create any rights with respect to the subject matter of these Access Terms in any third party.

14.5 **Waiver, Severability & Amendments.** The failure of either CrowdStrike or Customer to enforce any provision of these Access Terms shall not constitute a waiver of any other provision or any subsequent breach. If any provision of these Access Terms is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of these Access Terms, and the remaining provisions of these Access Terms will remain in full force and effect. These Access Terms may only be amended, or any term or condition set forth herein waived, by written consent of CrowdStrike and Customer.

14.6 **Force Majeure.** Neither Customer nor CrowdStrike shall be liable for or be considered in breach of these Access Terms due to, any failure to perform any obligations under these Access Terms (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. Customer and CrowdStrike will each use commercially reasonable efforts to provide notice to each other if they experience a force majeure event.

14.7 **Notices.** All legal notices will be given in writing to the addresses in the first introductory paragraph of these Access Terms and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each of Customer's and CrowdStrike's standard ordering procedures.

Exhibit A: Data Security and Privacy Schedule

1. Definitions

- a. **"CrowdStrike Systems"** means those computer systems hosting the 'Falcon EPP Platform'.
- b. **"Customer Data"** means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.
- c. **"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) Customer provides to CrowdStrike in connection with these Access Terms or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.
- d. **"Personal Data"** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer 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 CrowdStrike 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.
- e. **"Privacy and Security Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
- f. **"Security Breach"** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.
- g. **"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) Customer provides to CrowdStrike in connection with these Access Terms, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. 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. CrowdStrike'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. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

3. Processing Personal Data

- a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer these Access Terms and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer's written instructions, or otherwise in accordance with these Access Terms. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in these Access Terms.

- b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel 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 CrowdStrike'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 Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. Compliance with Privacy and Information Security Requirements

- a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at <http://www.crowdstrike.com/privacy-notice/>. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here <https://www.crowdstrike.com/data-protection-agreement/> shall apply to CrowdStrike's processing of such Customer Personal Data.
- b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
- c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in these Access Terms. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. Security Breach Response

In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

- a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
- b. Conduct an investigation of the circumstances of the Security Breach.
- c. Use commercially reasonable efforts to remediate the Security Breach.
- d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

- 6. **Security Assessment and Provision of Audited Security Controls**. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "**Security Documentation**"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of an Order and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under these Access Terms. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to these Access Terms, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of these Access Terms.

7. **Customer Obligations.** Customer 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 and/or CrowdStrike Tools 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 CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with these Access Terms and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike 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 Customer Data and Customer Personal Data from Customer to CrowdStrike.
8. **Notices.** The individuals listed below shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule. Customer and CrowdStrike will promptly notify each other if any of the below contact information changes.
- a. CrowdStrike: VP of Privacy (privacy@crowdstrike.com) with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com) with a copy to security@crowdstrike.com).
 - b. Customer: the contracting officer or other authorized representative who signed the applicable Order or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike.

Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike’s administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization’s premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	a. Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests
10. Communications Security	a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls

11. System Acquisition, Development and Maintenance	a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to