

The terms contained in this Service Attachment apply to all Orders pursuant to which the services of eSentire, Inc. (“eSentire”) are provided by LISS (sometimes referred to as “we,” “us” or “our”) to a Client (sometimes referred to as “you” or “your”). All Orders are subject also to the terms of the Master Services Agreement (“MSA”) between LISS Inc. and the Client. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the MSA.

#### Part A - General Provisions

For purposes of this Service Attachment only:

- a) **“Affiliate”** of a party means any corporation or other legal entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for the board of directors or other mechanism of control for such corporation or other entity.
- b) **“Client Data”** means Confidential Information (as defined below) of the Client including, but not limited to, (i) data, records, files or Confidential Information of Client including e-mail sent or received by personnel of Client and (ii) all reports generated for or by Client as a result of the provision or use of the Services, except to the extent such reports contain eSentire Intellectual Property.
- c) **“Confidential Information”** means any and all information disclosed by either party (**“Disclosing Party”**) to the other (**“Receiving Party”**) that is not deemed public information and that is marked “confidential” or “proprietary”, or similar designation or which the recipient knows or has reason to know is regarded by the Disclosing Party as such, including oral information. “Confidential Information” does not include any information that the Receiving Party can demonstrate: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party’s prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the Receiving Party required to disclose the information provides prompt advance notice to enable the other Disclosing Party to seek a protective order or otherwise prevent such disclosure.
- d) **“Intellectual Property”** means (a) any rights provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law or (v) any other statutory provision or common law principle applicable to this Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- e) **“Personal Information”** means information that can be used on its own or with other information to identify, contact, or locate a particular individual, including, but not limited to, place of birth, personal address, mother’s maiden name, sexual orientation, social insurance or social security numbers, credit history and score, financial records, password and login information, biometric records, medical records, health insurance number, employment information, driver’s license number, email address, telephone number and cell phone number, as applicable.
- f) **“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with any government authority, agency, body or department, whether federal, provincial, state or municipal that now or at any time hereafter may be applicable to the Service Contract, the Services, or any part of them.
- g) **“Services”** means eSentire’s managed security services, advisory services and any other services or solutions offered by eSentire from time to time, including without limitation any eSentire Equipment (as defined in Section 3(a) below) that might be provided in connection with such services or solutions.

#### **1. USAGE; OWNERSHIP OF INFORMATION**

- a) **Usage Restrictions.** Client will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, or underlying structure, ideas, or algorithms of the software provided or used by LISS in delivering the Services (“Software”) or the other Services; (ii) copy or duplicate the Software or modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sublicense, resell, pledge, assign, or otherwise transfer, provide access to or encumber rights to Software or the other Services; (iv) use the Services for service bureau purposes or otherwise for the benefit of a third party. Client will use the Services solely in compliance with all Requirements of Law.
- b) **Ownership of Client Data.** LISS expressly acknowledges and agrees that as between Client and LISS, Client is the owner of and has exclusive rights, title and interest in and to Client Data. eSentire shall have the right to access and use such Client Data solely (i) as necessary to provide the Services, and (ii) for trend analysis that may assist eSentire in the provision of its services in its business generally; provided that no such trend analysis shall result in the disclosure of any Personal Information (as hereinafter defined) about Client or its employees or customers.
- c) **Freedom to Use Ideas.** The ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed during the course of the Service Contract by eSentire and/or eSentire personnel may be used by eSentire without limitation, including by or for its clients or customers, notwithstanding anything to the contrary contained in this Service Attachment or any other part of the Service Contract.

- d) Retention of Rights. Except for the rights expressly granted under this Section 1, eSentire retains all right, title, and interest in and to all Software, hardware and the other Services and other Intellectual Property created, used, or provided by eSentire to Client pursuant to the Service Contract. eSentire will also own all right, title, and interest in and to all modifications or derivatives of, and improvements to Software, hardware and other Services. Client acknowledges that nothing contained herein will constitute an assignment or transfer of any such eSentire's Intellectual Property to Client.

## 2. CLIENT'S REPRESENTATIONS

- a) Client represents, warrants and covenants to Partner as follows:
- i. in accessing and using the Services and in otherwise conducting its obligations under the Service Contract, Client will comply with all applicable laws in performing its obligations under the Service Contract including all applicable privacy laws and all applicable export and encryption laws and regulations;
  - ii. Client has all rights necessary to provide eSentire with access to Client Data and Systems for use in accordance with the terms of the Service Contract, eSentire's use of any Client Data in accordance with the terms of the Service Contract will not violate the rights of any third party;
  - iii. if receiving esLOG Services, Client will abide by the end-user license terms available at: <https://www.sumologic.com/terms-conditions/service-license-agreement/> (the "End User License Agreement").
  - iv. if receiving certain Services, Client will abide by the terms of the applicable standard Carbon Black End User License Agreements available at <https://www.carbonblack.com/license-agreements/> ;
  - v. if receiving esENDPOINT Services, the Client will abide by the esENDPOINT Product Publisher's terms and conditions outlined in Parts B and C of this Service Attachment.

## 3. OWNERSHIP OF EQUIPMENT

- a) To provide the Services, certain hardware and embedded proprietary software of eSentire ("eSentire Equipment") may be installed at Client's premises. All such hardware and software shall, at all times, be considered to be personal property of eSentire and its licensors and not a part of Client's premises. Client shall take all reasonable action to protect the eSentire Equipment from theft, damage or destruction as if such hardware and software were owned by Client.
- b) Client shall not place or allow any lien or other encumbrance to be placed on such hardware and software. Client will not remove the hardware and software from its premises without the prior written consent of eSentire, not to be unreasonably withheld. Client authorizes eSentire to file any and all appropriate documentation without Client's signature to acknowledge eSentire's ownership of such hardware and software.

## 4. CONFIDENTIALITY

- a) The Receiving Party:
- i. will not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever except as expressly permitted hereunder or unless and until expressly authorized to do so by the Disclosing Party;
  - ii. will use and reproduce the Confidential Information of the Disclosing Party only to the extent necessary to fulfill the Receiving Party's obligations or exercise its rights under this Agreement;
  - iii. will promptly comply with requests made by the Disclosing Party to delete Confidential Information, including personal information under the CCPA or as otherwise defined under relevant privacy legislation;
  - iv. will disclose the Confidential Information of the Disclosing Party only to its representatives and professional advisors, and those of its Affiliates, who have a need to know such Confidential Information for the purposes of fulfilling the Receiving Party's obligations or exercising its rights under the Service Contract, and who have assumed obligations of confidentiality equal to or greater than the obligations of the Receiving Party under this Section 4 with respect to the Confidential Information. In all cases, the Receiving Party will be responsible for any loss, theft, unauthorized access of Confidential Information or breach of law by its representatives, professional advisors, Affiliates, employees and subcontractors; and
  - v. will use reasonable efforts to treat, and to cause all its representatives and those of its Affiliates to treat, all Confidential Information of the Disclosing Party as strictly confidential, provided that in no event will such efforts be less than the degree of care that the Receiving Party exercises in protecting its own valuable confidential information.
- b) The Receiving Party will be entitled to disclose Confidential Information if such disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party, a request made by an individual Data Subject under the GDPR or a Consumer under the CCPA, or an investigation initiated by the regulatory body, or otherwise, provided that the Receiving Party will:
- i. give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or response;
  - ii. take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
  - iii. in any event, make such disclosure only to the extent so legally required.

Each Party agrees that it shall not use or disclose to third parties any Confidential Information of the other Party unless required by law or expressly consented to.

## **5. TERMINATION**

In the event that the agreement or arrangement between LISS and eSentire pursuant to which the Services are being provided to you should expire or be terminated, eSentire may offer you the option to receive the Services directly from eSentire going forward. If you choose to receive the Services directly from eSentire, then:

- a) you shall pay LISS at that time for all Services provided through LISS prior to the effective date of the changeover for which payment has not yet been made;
- b) to the extent, if any, that you have prepaid for Services not yet provided, LISS will, if it has not already done so, timely remit payment for such Services to eSentire so that you may continue to receive the Services; and
- c) LISS shall have no further obligations, whether to provide support or otherwise, with respect to the Services following the effective date of the changeover (unless otherwise specifically agreed in writing); nor shall LISS have any liability arising from or related to the provision of the Services following such date.

## **6. LIMITATION OF LIABILITY**

The Services constitute Third-Party Products and Services within the meaning of the MSA and as set forth in Section 10.1 of the MSA LISS does not independently warrant Third-Party Products and Services; however LISS will, as set forth in Section 6.2 of the MSA, assist the Client in obtaining the benefit of any warranties and remedies that might be available from eSentire.

SERVICE CONTRACTS FOR eSENTIRE SERVICES ARE SUBJECT TO ALL OF THE LIMITATIONS, DISCLAIMERS AND OTHER RESTRICTIONS CONTAINED IN THE MSA, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 10.2 AND 10.3 OF THE MSA.

## Part B - Terms and Conditions for esENDPOINT for Carbon Black Services

### **1. 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 shall 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.

### **2. 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.

### **3. 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.

### **4. 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.

### **5. 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 shall not be third party beneficiaries under the esENDPOINT Order Form with respect to the Product Publisher.

## Part 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 & 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 shall 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 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.

## 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 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. 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 Part C):

- a) "Product Publisher Data" shall 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.
- b) "Client Data" means the data generated by the Client's Endpoint and collected by the Products.
- c) "Documentation" means Product Publisher's end-user technical documentation included in the applicable Offering.
- d) "Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.
- e) "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.

- f) "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.
- g) "Offerings" means, collectively, any Products or Product-Related Services.
- h) "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.
- i) "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.
- j) "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.
- k) "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 User, then the following terms shall also apply:

#### **11.1. Commercial Items**

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, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall 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.