End User License Agreement

This End User License Agreement (the "**Agreement**") is entered into by and between Tanium and a company organized under the laws of , with offices located (hereinafter "**Customer**"), to permit the use of the Licensed Software and Services as defined herein and purchased by Customer. This Agreement is made effective as of the last date signed below (the "**Effective Date**"). "Tanium" means the Tanium entity listed above or, if no entity is specified above, the Tanium entity listed or identified on the current approved quote issued to the Customer for the Licensed Software and Services (the "**Quote**"), or otherwise communicated to the Customer by Tanium. Tanium and Customer may be referred to collectively as the "**parties**" or individually as "**party**."

1. **Grant of License; Affiliates and Managing Parties.** During the term of this Agreement, Tanium grants Customer a revocable, nontransferable, nonexclusive license to use the object code version of the Tanium software purchased in connection with this Agreement (the "**Licensed Software**") and the Documentation for Customer's internal use only during the applicable Licensed Term. The term "Licensed Software" will include Tanium's then-current documentation made generally available by Tanium to its licensees for use of the Licensed Software, as updated from time-to-time by Tanium in its discretion (the "**Documentation**"), and any updates, bug fixes, and versions (collectively, "**Enhancements**") provided by Tanium in connection with a Support Services entitlement or subscription-based license grant to use the Licensed Software ("**Subscription License**").

    The Licensed Software is licensed on a per Managed OS Instance basis. A "**Managed OS Instance**" means a physical or virtual hardware device where the Software is installed, and where that device is capable of processing data. Managed OS Instances include any of the following types of computer devices: mobile/smart phone, diskless workstation, personal computer workstation, networked computer workstation, homeworker/teleworker, home-based system, File Server, Print Server, e-mail server, Internet gateway device, Storage Area Network Server (SANS), Terminal Servers, or portable workstation connected or connecting to a Server or network. In the case of a virtual system, in addition to the virtual Managed OS Instances, the Hypervisor is considered to be a single instance if Licensed Software is installed at the Hypervisor level. Hardware and software requirements for proper installation and use of the Licensed Software are set forth in the relevant Documentation. Customer shall be solely responsible for purchasing, providing, and installing all required equipment, networks, peripherals, third-party software and hardware.

    Affiliates and Managing Parties. The term "Agency" means an office, department, agency, institution of higher education, association, cooperative purchasing members, or other body in the State of Ohio government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, Customer may allow its Agency(s) to use the Licensed Software provided that (a) the Agency only uses the Licensed Software for Customer's or Agency's business purposes and up to the authorized number of Managed OS Instances in accordance with the terms and conditions of this Agreement and (b) Customer is responsible for and remains liable for the Agency's use of the Licensed Software in compliance with the terms and conditions of this Agreement. If an Agency wishes to acquire additional dedicated licenses for that Agency's exclusive use, that agency will enter into a separate purchase order, under the terms described in this Agreement.

"Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. Co-op Members may rely on this Agreement. But whenever a Co-op member relies on this Agreement to issue an Order, the Co-op Member will step into the shoes of the State under this Agreement for purposes of its Order, and, as to the Co-op Member's Order, this Agreement will be between the Contractor and that Co-op Member. The Contractor must look exclusively to that Co-op Member for performance, including but not limited to payment, and must hold the State harmless with regard to such Orders and the Co-op Member's performance. But the State, through DAS, will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Contractor fail to honor its obligations under an Order from any Co-op Member.

If Customer enters into a contract with a third party that manages Customer's information technology resources. ("**Managing Party**"), Customer may allow its Managing Party to use Licensed Software, provided that (a) the Managing Party only uses the Licensed Software for Customer's internal business purposes and not for the benefit of any third-party or for the Managing Party, (b) the Managing Party agrees to comply with the terms and conditions of this Agreement, and (c) Customer is responsible for and remains liable for the Managing Party's use of the Licensed Software in compliance with the terms and conditions of this Agreement.

2. **Restrictions.** The license granted to Customer in this Agreement is restricted as follows:

   2.1 **Customer's Benefit.** Customer must not use or permit the Licensed Software or Documentation to be used in any manner, whether directly or indirectly, that would enable Customer's personnel or any other person or entity to use the Licensed Software or Documentation for anyone's benefit other than Customer or its Affiliates. Customer must purchase each license it intends to use.

   2.2 **Limitations on Copying and Distribution.** Customer must not copy or distribute the Licensed Software or Documentation whether directly or indirectly except to the extent that copying is necessary to use the Licensed Software or Documentation for purposes set forth herein. Customer may make a single copy of the Licensed Software for backup and archival purposes.

   2.3 **Limitations on Reverse Engineering and Modification.** Except to the extent expressly permitted by applicable law, Customer must not reverse engineer, decompile, disassemble, modify or create derivative works of the Licensed Software or Documentation whether directly or indirectly.

   2.4 **Sublicense, Rental and Third-party Use.** Except to the extent expressly permitted by this Agreement, Customer must not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Licensed Software or Documentation, or directly or indirectly permit any third-party to use or copy the Licensed Software. Customer must not operate a service bureau or other similar service for the benefit of third parties using the Licensed Software.

   2.5 **Proprietary Notices**. Customer must not remove any proprietary notices (*e.g.,* copyright and trademark notices) from the Licensed Software or Documentation. Customer must reproduce the copyright and all other proprietary notices displayed on the Licensed Software on each permitted back-up or archival copy.

   2.6 **Use in Accordance with Documentation.** All use of the Licensed Software shall be in accordance with the Documentation.

   2.7 **Use in Compliance with Applicable Law**. Customer shall be solely responsible and fully liable for its use of the Licensed Software, including, but not limited to, for ensuring that Customer's use of the Licensed Software and Documentation is in compliance with all applicable Federal, state and local laws, rules, and regulations.

   2.8 **Tanium's Intellectual Property.** Customer will not use the Licensed Software, Documentation or

Tanium Confidential Information whether directly or indirectly to contest the validity of any Tanium intellectual property, including the Licensed Software and Documentation; any such use of Tanium's information will constitute a material, non-curable breach of this Agreement.

2.9 **Competition.** Customer will not use the Licensed Software in a manner to compete with Tanium or to assist a third-party in competing with Tanium.

The Licensed Software is licensed to Customer, not sold. The Licensed Software, Documentation, and Services provided by Tanium contain material that is protected by United States copyright, trade secret law, and other intellectual property law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are reserved by Tanium. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights, and other intellectual property and proprietary rights in the Licensed Software, Documentation, and Services provided by Tanium will remain the sole and exclusive property of Tanium or its licensors and suppliers, as applicable.

3. **Reserved.**

4. **Term and Termination.** If Customer purchases perpetual license(s), the license will commence upon delivery of the license keys that allow Customer to download or access the Licensed Software and continue in effect per the agreed upon purchase order until this Agreement is terminated as provided in this Section; or, if Customer purchases Subscription License(s), the license will commence upon delivery of the license keys that allow Customer to download or access the Licensed Software and continue in effect for the term of the Subscription License (which will have been paid upfront by Customer) or until this Agreement is terminated as provided in this Section, as applicable (the "**Licensed Term**"). Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon any termination or expiration of this Agreement, the license granted in Section 1 (Grant of License; Affiliates and Managing Parties) will automatically terminate and Customer will have no further right to possess or use the Licensed Software. On Tanium's request, Customer shall provide Tanium with a signed written statement confirming that the Licensed Software has been permanently removed from Customer's systems. Tanium reserves the right to seek all remedies available at law and in equity for Customer's material breach of this Agreement. Performance by Customer under this agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that Customer's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of either party.

5. **Fees and Expenses; Order/Fulfillment; Delivery and Taxes.**

5.1 **Fees and Expenses**. Notwithstanding anything else to the contrary, if Customer orders from a Tanium authorized business partner ("**Reseller**"), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice.

For further clarification, all Licensed Software will be delivered and accessed electronically. In conjunction with the billing, collection and payment of any Taxes, Customer must provide Tanium with a physical address of the download site for the Licensed Software. This address will be used as the "shipped to address" on all invoices.   .

6. **Services.** The term "**Services**" means, collectively, the Support Services and any other services acquired by Customer from Tanium. If Customer has a current Support Services entitlement or Subscription License governed by this Agreement, then Tanium will provide Customer with the support and maintenance services described in Exhibit A (the "**Support Services**"). Once the relevant Support Services or Subscription License

term has expired, Customer has no further right to receive any Support Services. All Services are subject to the terms and conditions of this Agreement.

7. **Limited Warranty; Disclaimer.** Tanium warrants that (i) for a period of twelve (12) months from the Effective Date, the Licensed Software will operate in substantial conformity with the Documentation; and (ii) it shall use commercially reasonable efforts to screen the Licensed Software prior to delivery to Customer for viruses, Trojan horses, and other malicious code. The foregoing warranties are solely for the benefit of Customer and Customer shall have no authority to extend such warranty to any third-party. The sole and exclusive remedy of Customer and the sole and exclusive liability of Tanium for breach of the foregoing warranty in Sections 7(i) and 7(ii), shall be to repair or replace the non-conforming Licensed Software, or if repair or replacement would in Tanium's opinion be commercially unreasonable, then Tanium shall terminate the relevant licenses and refund to Customer the portion of prepaid license fees paid for such non-conforming Licensed Software. This warranty is contingent upon the proper installation and use of the Licensed Software as described in the Documentation and this Agreement; Tanium shall not be responsible for Customer's use of the Licensed Software if not operated in a manner recommended in the Documentation. Any modification to the Licensed Software by Customer or any third-party or failure by Customer to implement any Enhancements to the Licensed Software may void Tanium's obligation to provide Support Services and Tanium's warranties under this Section 7. EXCEPT AS PROVIDED IN THIS SECTION, THE LICENSED SOFTWARE AND ALL SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. TANIUM DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, WILL CAUSE CUSTOMER TO BE COMPLIANT WITH APPLICABLE LAW, THAT CUSTOMER'S USE OF THE SOFTWARE OR SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TANIUM SHALL CREATE ANY ADDITIONAL TANIUM WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF TANIUM'S OBLIGATIONS HEREUNDER. If applicable law affords Customer implied warranties, guarantees or conditions despite these exclusions, those warranties will be limited to one (1) year from the Effective Date and Customer's remedies will be limited to the maximum extent allowed by Sections 7 (Limited Warranty; Disclaimer) and 9 (Limitation of Liability).

8. **Indemnities**. Tanium will indemnify and defend Customer from and against any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Customer's use of the Licensed Software in conformance with the terms of this Agreement infringes a United States patent, copyright, or trade secret of that third-party and pay any amounts awarded in a final judgment or a settlement approved by Tanium. The foregoing indemnification obligation of Tanium is contingent upon Customer promptly notifying Tanium in writing of such claim, permitting Tanium sole authority to control the defense or settlement of such claim subject to the consent of the Ohio Attorney General's Office, and providing Tanium reasonable assistance in connection therewith.If a claim of infringement under this Section occurs, or if Tanium determines a claim is likely to occur, Tanium will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Licensed Software free of the infringement claim; or (ii) modify the Licensed Software to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to Tanium, Tanium may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by Customer for the infringing Licensed Software, prorated for use over (i) a three (3) year period for Licensed Software licensed on a perpetual basis or (ii) the remaining unused Subscription License term. Notwithstanding the foregoing, Tanium shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "**Excluded Claims**"): (i) the use or combination of the Licensed Software with any third-party hardware, software, products, data or other materials, including Customer's own systems and data; (ii) modification or

alteration of the Licensed Software by anyone other than Tanium; (iii) Customer's use of the Licensed Software in excess of the rights granted in this Agreement; or (iv) a business method or process that is inherent to Customer's business. The provisions of this Section state Customer's sole and exclusive remedy and the sole and exclusive obligations and liability of Tanium and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Licensed Software and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed

9. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TANIUM OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY EXCEPT THOSE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE LICENSED SOFTWARE, SERVICES OR THIS AGREEMENT, EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF TANIUM AND ITS LICENSORS AND SUPPLIERS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO FEES PAID BY CUSTOMER FOR THE LICENSED SOFTWARE OR SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. THE LIMITATIONS IN THIS PARAGRAPH DO NOT APPLY TO TANIUM'S INDEMNIFICATION OBLIGATIONS REGARDING BREACH OF CONFIDENTIATLIY PURSUANT TO SECTION 11 OF THIS AGREEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR TANIUM'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8 OF THIS AGREEMENT..   No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by Customer more than one (1) year after such action accrued. In the event Tanium makes a refund pursuant to an express remedy under this Agreement, any such monies refunded by Tanium will be applied to the measure of damages subsequently awarded by the court, if any.

10. Reserved

11. **Confidentiality**. The parties agree to hold each other's Confidential Information in strict confidence and not to make each other's Confidential Information available in any form to any third-party (other than their authorized agents) or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. In addition, Customer must ensure that any Managing Party will hold Tanium's Confidential Information in confidence in accordance with this Section. "**Confidential Information**" shall mean subject to Ohio Revised Code Section 149.43, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential. Confidential Information includes, but is not limited to, the Licensed Software. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third-party without restrictions on disclosure; (iii) is independently developed by the receiving party.

Tanium recognizes that the State is subject to Ohio Revised Code 149.43 which requires that certain information be released, despite being characterized as "confidential" by the vendor and Customer recognizes that information that is "trade secrets"   may be exempt from release under state open records laws. It is expressly understood by the parties that DAS is a state agency and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq. Upon receipt of a public records request, DAS is required to provide prompt inspection or copies within a reasonable

period of time of responsive records that DAS determines, in its sole discretion, are public records subject to release. Regardless of any other term in this Agreement, release of public records in compliance with Ohio law will not be deemed a breach of this Agreement. Customer shall have no obligation to consult Tanium on the release of information that is per se subject to release under Ohio Revised Code 149.43, however Customer will allow Tanium to reasonably participate to assert confidentiality of information where information is not per se subject to release and the information is marked with an appropriate legend.

12. **Reserved.**

13. **Governing Law/Jurisdiction.** This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of Ohio. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act as enacted shall not apply. The state or federal courts of competent jurisdiction located in Columbus, Ohio, when the laws of Ohio apply shall have exclusive jurisdiction over all disputes relating to this Agreement.

14. **General.** This Agreement, together with the Immix State Term Schedule # 534339 to the extent such terms apply to suppliers, and are inherently or expressly required by the STS Schedule to be flowed down to suppliers, Schedules and any exhibits attached hereto, constitutes the entire understanding and agreement between Tanium and Customer with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications, including without limitation pre-printed terms and conditions on Customer's purchase order, with respect to the subject matter of this Agreement all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Tanium to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. All notices, demands, or consents given under this Agreement will be in writing.   There are no intended or implied third-party beneficiaries of this Agreement. The following provisions shall survive any termination or expiration of this Agreement: Sections 2 (Restrictions), 4 (Term and Termination), 5.1 (Fees and Expenses), 9 (Limitation of Liability), 10 (Confidentiality), 0.2 (Feedback), 12 (Governing Law/Jurisdiction), 14 (General), 16 (U.S. Government Rights), 16 (Audit), 17 (Force Majeure), and Customer's indemnity obligations hereunder. Tanium may assign any of its rights or obligations hereunder as it deems necessary. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

15. **Export**. Customer acknowledges that the Licensed Software is subject to the export control, economic sanctions, and import laws, regulations and requirements of the United States and other countries including European Union regulations. Without limiting the foregoing, Customer agrees that it will not export, re-export, or re-transfer the Licensed Software in contravention of the foregoing, or provide the Licensed Software or Services to any person, in any jurisdiction, or for any user that would create a licensing requirement under U.S. Export control and economic sanctions laws, regulations and requirements without first obtaining any such license. Customer acknowledges that certain products containing encryption may be subject to import and/or restrictions in other countries. Tanium will reasonably cooperate, in Tanium's discretion, in assisting Customer with respect to an application for any required export or import licenses and approvals, however, Customer acknowledges it is Customer's ultimate responsibility to comply with any and all export and import laws and that Tanium has no further responsibility after the initial sale to Customer within the original country of sale. In addition to the other requirements of this Section, Customer shall be solely responsible for complying with the import laws and regulations and other relevant restrictions, if any, of any country into which Customer imports the Licensed Software.

16. **Reserved**

17. **Audit.** During the term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Tanium may audit Customer's use of the Licensed Software ("**Audit**"). An Audit will generally consist of Customer providing a system-generated deployment report evidencing Customer's deployment of the Licensed Software.

18. **Force Majeure**. , Neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions. Notwithstanding the foregoing, if the force majeure event impacts Customer's ability to remit payment, Customer agrees to pay for services performed and accepted once the force majeure event has been remedied, in accordance with Customer's obligations in the STS.

19. **Click-wrap**. No Government nor any Government authorized end user shall be deemed to have agreed to any clause by virtue of it appearing in any click wrap, rather the EULA are accepted by inclusion in the Agreement by an authorized official. If the EULA or any other third-party EULA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause; any indemnity clause contained in such click-wrap is deemed to be stricken from the EULA. The Government acknowledges that third party terms may apply but does not agree to be bound by them unless provided for review. Inclusion of these Third Party License Agreement(s) within release notes within the Licensed Software file is an acceptable presentation of the Third Party License Agreement(s), provided that the Third Party License Agreement(s) will not create any new monetary obligation upon the End User or diminish the End User's right to use the Licensed Software as set forth in the EULA where the End User is in compliance with the EULA. Any clause to the contrary is hereby deleted.

21. End User. The State Term Schedule and this Agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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Exhibit A

TANIUM SUPPORT SERVICES TERMS AND CONDITIONS

Tanium will provide Support Services to Customer according to the Agreement and Support Services Terms and Conditions set forth below. Capitalized terms not otherwise defined herein will have the meaning set forth in the Agreement.

1. Definitions.

"Error" means a failure of the Licensed Software to perform in substantial accordance with the Documentation.

"Error Correction" or **"Correction"** means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of object or executable code versions of Licensed Software to remedy an Error.

"Previous Sequential Release" means at any time the release of Licensed Software that has been replaced by the then-current release of the same Licensed Software. Notwithstanding anything else, a Previous Sequential Release will be supported by Tanium only for a period of six (6) months after release of the then-current release.

"Severity 1 Error" means an Error that renders Licensed Software inoperative or causes Licensed Software to fail catastrophically.

"Severity 2 Error" means an Error that substantially degrades the performance of Licensed Software or materially restricts Customer's use of the Licensed Software.

"Severity 3 Error" means an Error that causes only a minor impact on the performance of Licensed Software or Customer's use of Licensed Software.

"Support Services" or **"Support"** means Tanium support services as described in Section 4 (Support Services) and/or Section 6 (Tanium Premium Support), as applicable.

"Support Request" means a Customer request made to Tanium in accordance these Support Services Terms and Conditions.

"Telephone Support" means technical support telephone assistance provided by Tanium to the Technical Support Contact concerning the installation and use of the then-current release of Licensed Software and the Previous Sequential Release.

"Technical Support Contact" means the person designated by Customer that may contact Tanium for support.

"Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of Licensed Software.

2. Term; Renewal Fees. Unless otherwise set forth in a Schedule or Purchase Order, the term of Support shall be one (1) year from the Support order date (the "Initial Support Term"). After the Initial Support Term, the Support shall automatically renew, and all applicable fees shall be due at the commencement of each successive one (1) year period (each a "Renewal Support Term") unless either party notifies the other of cancellation of Support Services no later than forty-five (45) days prior to the end of such Support Term. The Initial Support Term and any Renewal Support Terms, if any, are referred to collectively as the "Support Term."

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Unless otherwise set forth in a Schedule or Purchase Order, following the Initial Support Term, Tanium may change the fees for Support set forth above by providing Customer with thirty (30) days' written notice in advance of the effective date of any change in such fees. Tanium may suspend or cancel Support Services if Customer breaches either the Agreement or any material provision of these Support Services Terms and Conditions and such breach is not remedied within thirty (30) days after Customer receives notice of the breach.

3.   Replacement Software. If Tanium introduces a successor product ("Replacement Software") with substantially the same features and functionality as the original Licensed Software, and Customer has purchased and is entitled to Support Services for the original Licensed Software as of the date Tanium offers the Replacement Software to customers, then Customer shall be entitled to receive, upon request, the Replacement Software (without additional charge) and Support Services thereon. Customer must de-install and destroy the original Licensed Software.

 4.   Support Services.

       4.1.   General. During the Support Term, Tanium shall provide Customer with (i) reasonable Support for Customer's Technical Support Contact, (ii) Error Correction, and (iii) product updates that Tanium in its sole discretion makes generally available to its other similarly situated customers at no charge. Tanium's Support is available Monday through Friday, 7 a.m. to 7 p.m. P.S.T., excluding Tanium holidays. Customer may designate up to a maximum of two (2) Technical Support Contacts with Tanium's standard Support Services. Tanium is only obligated to provide Support Services to Customer at Customer's corporate headquarters.

       Tanium support can be contacted via three means:
       1.   Customer may contact Tanium Support via Tanium Support Portal
       2.   Customer may contact Tanium Support by emailing support@tanium.com
       3.   Customer may contact Tanium Support by calling Telephone Support (1 510 900 9443)

       4.2.   Tanium will make commercially reasonably efforts to assist Customer with the installation and configuration of the Licensed Software during the hours specified in Section 4.1 as part of Support Services, including, but not limited to:

       1.   Specify hardware and software requirements; and
       2.   Walk-through Tanium's pre-deployment and production deployment checklist(s), as applicable.

       Unless agreed otherwise by the parties in writing (email is sufficient): Customer will support remote delivery via teleconference or WebEx; Tanium will not request and Customer will not provide logical or physical access to Customer systems; Customer will assign qualified technical administrators and project management personnel to perform hands-on installation and configuration tasks; Customer will make a good-faith effort to ensure timeliness of deployment and Customer will provision alternate physical or virtual server(s) to permit initial agent deployment, if necessary; and Customer will ensure server(s) are in one location.

       4.3.   Error Correction. Tanium shall use commercially reasonable efforts to correct reproducible Errors reported by Customer in the current unmodified release of the Licensed Software, in accordance with the severity level reasonably assigned to such Error by Tanium:

       Severity 1 Error: Tanium shall promptly commence the following procedures: (i) assign Tanium engineers to correct the Error; (ii) notify Tanium management that such Error has been reported and of steps being taken to correct such Error; (iii) provide Customer with periodic reports on the status of the corrections; and (iv) initiate work to provide Customer with a Workaround or Fix.
       Severity 2 Error: Tanium shall exercise commercially reasonable efforts to include a Fix for the Error in the next regular Licensed Software maintenance update.

Severity 3 Error: Tanium may include a Fix for the Error in a later major release of the Licensed Software.

4.4.   Unsupported Failures. If Tanium believes that a problem reported by Customer may not be due to an Error in the Licensed Software, Tanium will so notify Customer. At that time, Customer may (1) instruct Tanium to proceed with problem determination at Customer's possible expense as set forth below or (2) instruct Tanium that Customer does not wish the problem pursued at Customer's possible expense. If Customer requests that Tanium proceed with problem determination at Customer's possible expense and Tanium determines that the problem was not due to an Error in the Licensed Software, Customer shall pay Tanium, at Tanium's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. If Customer informs Tanium that it does not wish the problem pursued at Customer's possible expense or if such determination requires effort more than Customer's instructions, Tanium may, at its sole discretion, elect not to investigate the problem without liability therefor.

4.5.   Exclusions. Notwithstanding the foregoing, Tanium shall have no obligation to provide Support for: (i) altered, damaged or modified Licensed Software or any portion of the Licensed Software incorporated with or into other software; (ii) Licensed Software that is not the then-current release or immediately Previous Sequential Release; (iii) Licensed Software issues caused by Customer's negligence, abuse or misapplication, Customer's use of Licensed Software other than as specified in the Documentation, or by other factors beyond the control of Tanium; or (iv) third-party products.

5.   Customer's Obligations. Customer shall have the following obligations:

5.1.   Customer will provide the location of its server(s) to Tanium.

5.2.   All Support Requests shall be submitted by Customer to Tanium through Customer's Technical Support Contact(s). Customer may change its designation on written notice to Tanium.

5.3.   Customer shall provide Tanium with free and full access to the Licensed Software for purposes of rendering Support, including, where appropriate, dedicated modem access.

5.4.   Customer is responsible for (1) preparing and maintaining their systems and facilities in accordance with the specifications of the appropriate suppliers, (2) securing all required permits, inspections, and licenses, (3) providing adequate personnel to assist Tanium in carrying out its duties under this Agreement, (4) installing any Fixes and Enhancements to the Licensed Software made generally available by Tanium, and (5) complying with all applicable state and federal laws.

5.5.   Customer shall ensure the appropriate Customer personnel have been trained in the operation, support, and management of the Licensed Software.

5.6.   Customer shall be solely responsible for maintaining all necessary backup and recovery procedures to prevent loss of its data.

5.7.   Customer shall install and implement Fixes and Enhancements to the Licensed Software made generally available by Tanium within sixty (60) days of their general availability, unless a delay is mutually agreed upon in writing by the parties. Customer's failure to install and implement Fixes and Enhancements may result in Customer's inability to (1) receive further Fixes or Enhancements, or (2) achieve compatibility among the Licensed Software products made available by Tanium.

5.8.   Customer shall obtain at Customer's expense all additional equipment, latest level of third-party software as designated by Tanium, and professional services required in response to Federal and state regulatory change, or relating to Fixes or Enhancements to the Licensed Software made generally available by Tanium.

6.   Tanium Premium Support. If Customer purchases Tanium Premium Support ("TPS"), Tanium will provide an expanded support offering over the duration of the TPS Support Term that, in addition to Tanium's standard Support Services, includes:

6.1.   Priority Support Portal Notification – Technical Account Manager ("**TAM**") management team copied on each Support Request submitted by Customer to ensure immediate escalation.

6.2.   Prioritization – TAMs assigned to Customer will prioritize Support Requests submitted by Customer.

6.3.   Implementation Review and Advice - TAMs assigned to Customer will be available to assist with the deployment and configuration of the Licensed Software and provide ongoing advice to the Customer.

6.4.   Remote Support – TAMs assigned to the Customer will provide remote support.

6.5.   24-Hour Support – For Severity 1 Error and Severity 2 Error Support Requests, 24-hour support is available via telephone, Support Portal or email.

6.6.   Technical Support Contacts – Customer may designate up to a maximum of six (6) Technical Support Contacts with Tanium Premium Support.

6.7.   24-Hour Support Process.

During normal business hours, support for Severity 1 Error and Severity 2 Error Support Requests following the guidelines specified in the relevant Standard Support Services and Premium Support Services sections. During off-business hours, Support is extended through TPS.

• Support Portal – Support Requests made through the Support Portal during off hours are automatically assigned to active TAMs. For appropriate escalation, Support Requests must be flagged as "Severity 1 Error" or "Severity 2 Error" and must be filed through a user account where the domain of the configured email matches a customer entitled to TPS. If the Support Request is not engaged or opened in a timely fashion, active TAM managers are automatically notified.
• Phone Support – Support Requests via telephone during off hours are sent to active TAMs. Only Support Requests that are verbally verified as "Severity 1 Error" or "Severity 2 Error" will be engaged and supported during off hours.
• Support Portal-Email Support – Support Requests via email to support@tanium.com cannot be escalated with the appropriate "Severity 1 Error" or "Severity 2 Error" classification. However, once submitted, the Technical Support Contact or reporter of the Support Request may enter the Support Portal and directly update the Support Request to include the "Severity 1 Error" or "Severity 2 Error" classification to engage in the 24-hour support process accordingly.