End User License Agreement

All references to Tanium in these Terms and Conditions should be read as "Vendor (immixTechnology, Inc.), acting by and through its supplier, Tanium." DIR Contract No. DIR-TSO-4315 and this End User License Agreement Terms will govern this agreement between the Vendor and Customer ("Parties").

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 software purchased in connection with this Agreement (the "**Licensed Software**") and the Documentation for Customer's internal use only during the applicable Term. The term "Licensed Software" will include any updates, bug fixes, and versions (collectively, "**Enhancements**") provided by Tanium in connection with a Support Services entitlement or subscription license grant. 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.

    Affiliates and Managing Parties. The term "Affiliate" means an entity that is controlled by, controls, or is under common control of the Customer, where "control" means the ownership, in the case of a corporation, of more than fifty percent (50%) of the voting securities in such corporation or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity. Customer may allow its Affiliate(s) to use the Licensed Software provided that (a) the Affiliate only uses the Licensed Software for Customer's or Affiliate's internal 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 Affiliate's use of the Licensed Software in compliance with the terms and conditions of this Agreement. 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 DIR-TSO-4315 Contract and 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 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 ("**Documentation**").

2.7 **Compliance with Applicable Law**. Customer shall be solely responsible for ensuring that Customer's use of the Licensed Software and Documentation is in compliance with all applicable foreign, 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. **Third Party Components**. The Licensed Software and future Enhancements if any may contain certain third-party components ("**Third Party Components**") that are provided to Customer under terms and conditions which are different from this Agreement, or which require Tanium to provide Customer with certain notices and/or information. Tanium will identify such Third-Party Components in the Release Notes, "LICENSE.TXT" or "READ-ME" file(s) (and shall include any associated license agreement, notices and other related information therein) delivered with the Licensed Software or future Enhancements. Customer's use of each Third-Party Component that contains or is accompanied by its own license agreement ("**Third Party License Agreement**"), as identified in the Release Notes, LICENSE.TXT or READ-ME file(s), will be subject to the Third-Party License Agreement, and not this Agreement. Customer will be liable for its breach of the Third-Party License Agreement. Notwithstanding the foregoing, the following terms and conditions apply to all Third Party Components: (i) all Third Party Components are provided on an "AS IS" basis; (ii) Tanium will not be liable to Customer or indemnify Customer for any claims related to the Third Party Components; and (iii) Tanium will not be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages with respect to the Third Party Components. Except as may be provided in the LICENSE.TXT file(s), Customer's sole and exclusive remedy with regard to any defect, claim, or other dispute relating to the Third-Party Components is to cease use of the Third-Party Components.

4. **Term and Termination.** Termination will be handled in accordance with Appendix A Section 11B, of DIR Contract No. DIR-TSO-4315. If Customer purchases perpetual license(s), the license will commence on the Effective Date and continue in effect until this Agreement is terminated as provided by DIR Contract No. DIR-TSO-4315 and in this Section; or, if Customer purchases subscription license(s), the license will commence on the Effective Date and continue in effect for term of the subscription license or until this Agreement is terminated as provided in this Section, as applicable (the "**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 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.

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

5.1 **Fees and Expenses**. Will be handled in accordance with Appendix C Pricing Index of DIR Contract No. DIR-TSO-3415. 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. Unless Customer orders directly from a Reseller, Customer will pay the Licensed Software and Service fees directly to Tanium and Tanium will fulfill all orders. The parties will enter into a schedule(s) or purchase order(s) that describe the Licensed Software and/or Services to be acquired by Customer (each a "**Schedule**"). This Agreement applies to any Schedule that references this Agreement or any purchase order that references this Agreement and that Tanium accepts, provided the purchase order mirrors the terms and conditions of the Tanium provided Quote. Fees for Licensed Software licensed on a subscription basis and fees for Support Service will be billed on an annual basis, in accordance with Appendix A, Section 8J Payments,   Fees for Licensed Software licensed on a perpetual basis will be billed and payable in accordance with the State of Texas Payment Act. Customer will reimburse Tanium for all expenses reasonably incurred in connection with this Agreement ("**Expenses**"). Expenses will be handled in accordance with Appendix A, Section 8F Travel Expenses Reimbursement of DIR Contract No. DIR-TSO-4315.

5.2 **Delivery and Taxes** will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-4315.

6. **Services.** "**Services**" means, collectively, the Support Services and any other services acquired by Customer from Tanium. If Customer has a current Support Services entitlement or a subscription license grant governed by this Agreement, then Tanium will provide Customer with the support and maintenance services described in Appendix C Pricing Index of DIR Contract No. DIR-TSO-4315 and Exhibit A (the "**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 thirty (30) days 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 for viruses, Trojan horses, and other malicious code. Tanium shall not be liable for failures caused by third party hardware and software (including Customer's own systems), misuse of the Licensed Software, or Customer's negligence or willful misconduct. 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. Tanium shall not be responsible for use of the Licensed Software if not operated in a manner recommended in the Documentation. 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, QUITE ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.   TANIUM DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, 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 and 9.

8. **Indemnities**. Indemnification will be handled in accordance with Appendix A Section 10A of DIR Contract No. DIR-TSO-4315.

9. **Limitation of Liability**. Will be handled in accordance with Appendix A Section 10K of DIR Contract No. DIR-TSO-4315.

10. **Confidentiality**. Will be handled in accordance with Appendix A Section 10H of DIR Contract No. DIR-TSO-4315. To the extent allowable under the Texas Public Information Act.

11. **Evaluation Software and Feedback**.

11.1 **Evaluation Software**. This Section 11.1 only applies to Licensed Software designated by Tanium as "**Evaluation Software**." Subject to Section 2, Tanium grants to Customer a non-transferable, non-exclusive limited license to use the Evaluation Software for its internal evaluation purposes only. The term of this license is for a period of thirty (30) days following delivery of the Evaluation Software ("**Evaluation Period**"). Tanium may extend the Evaluation Period in writing at its discretion. Unless otherwise agreed in writing by Tanium, Customer agrees to use the Evaluation Software in a non-production environment. Customer bears the sole risk of using the Evaluation Software. Tanium provides the Evaluation Software to Customer "AS-IS" and gives no representation, warranty, indemnity, guarantee or condition of any kind. To the maximum extent permitted by law, Tanium's total aggregate liability and that of its third-party licensors and partners is expressly limited to five hundred dollars ($500) for any and all damages regardless of the nature of the claim or theory of liability. Because the Evaluation Software is provided "AS-IS," Tanium may not provide Services for it. This Section 11.1 supersedes any other inconsistent term in the Agreement for purposes of the Evaluation Software.

11.2 **Feedback**. Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Tanium with respect to its products and services, including the Licensed Software. Feedback is voluntary and Tanium is not required to hold it in confidence. Tanium may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Tanium an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Tanium's business, including enhancement of the Licensed Software.

11.3 **Beta Software.** If the Licensed Software released to Customer has been identified by Tanium as "**Beta Software**," then the provisions of Section 11.1 will apply. In addition, Tanium has no obligation to Customer to (1) further develop or release the Beta Software or (2) provide Services for the Beta Software. If Tanium releases another version of the Beta Software, Customer will return or destroy all prior version(s) or release(s) of the Beta Software that it received from Tanium.

12. **Governing Law/Jurisdiction.** Will be in accordance with Appendix A Section 4F of DIR Contract DIR-TSO-4315. The Laws of the State of Texas shall govern this Agreement. Exclusive Venue for all actions will be in the state court, Travis County, Texas. Nothing in this Agreement shall be construed to waive the Sovereign Immunity of the State of Texas.

13. **General. The DIR Contract No. DIR-TSO-4315 and** this Agreement 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, 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 of a conflict of terms DIR Contract No. DIR-TSO-4315 shall take precedence.

13.1 **Judicial Decree** In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement and DIR Contract No. DIR-TSO-4315, 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. 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), 11.2 (Feedback), 12 (Governing Law/Jurisdiction), 13 (General), 15 (U.S. Government Rights), 16 (Audit), 17 (Force Majeure), and Customer's indemnity obligations hereunder. In the event of a conflict of terms DIR Contract No. DIR-TSO-4315 shall take precedence.

13.2 **Assignment** of this agreement will be in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-4315. **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. Should there be conflict in terms DIR Contract No. DIR-TSO-4315 shall take precedence.

14. **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. Customer shall defend, indemnify, and hold harmless Tanium from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or relating to any claim the Licensed Software was exported or otherwise shipped or transported by Customer in violation of applicable laws, rules and regulations as described in this Section.

15. **U.S. Government Rights**. The Licensed Software is commercial computer software as described in DFARS 252.227-7014(a) (1) and FAR 2.101. If acquired by or on behalf of any the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.

16. **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 may include, without limitation, the inspection and review of computers or servers on which the Licensed Software has been installed or hosted, and records, procedures or business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Tanium (or an auditor retained by Tanium) shall provide Customer at least five (5) calendar days' advance notice of an Audit. Customer will reasonably cooperate with Tanium and any auditor retained by Tanium in the conduct of the Audit. Audits will be conducted during Customer's normal business hours. The cost of the Audit shall be borne by Tanium, unless the Audit reveals a breach of this Agreement by Customer, in which case the reasonable cost of the Audit shall be paid by Customer.

17. **Force Majeure**. Will be handed in accordance with Appendix A Section 11C of DIR Contract No. DIR-TSO-4315.

<u>**Exhibit A**</u>

TANIUM SUPPORT SERVICES TERMS AND CONDITIONS

Tanium will provide Support Services to Customer according to DIR Contract No. DIR-TSO-3415, 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 and/or Section 6, 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, 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 renew upon customer's issuance of a Purchase Order authorizing the renew in accordance with Texas Procurement Laws, and all applicable fees shall be due in accordance with 6Texas Prompt Payment Act. Chapter 2251 of the Texas Government code. (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.**" Following the initial Support Term, fees will be in accordance with Appendix C Pricing Index of DIR Contract No. DIR-TSO-4315. 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. Any Replacement Software will be pre-approved by DIR contract Manager and will be reflected in Appendix C Pricing Index of Contract No. DIR-TSO-4315.

4.   **Support Services.**

4.1.   In 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 remotely support 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; and
3. Customer may contact Tanium Support by calling Telephone Support (1 510 900 9443).

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.

As conditions precedent: Customer will support remote delivery via teleconference or WebEx; Tanium will not request and Customer will not provide logical or physical access to Customer data or 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.

4.2.   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.

4.3.   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 in excess of Customer's instructions, Tanium may, at its sole discretion, elect not to investigate the problem without liability therefor.

4.4.   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; or (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 Components or third party products, as applicable.

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. Any time expended because of delays caused by Customer in providing Tanium with such access to the Licensed Software will be billed to Customer at Tanium's then current time and material rates.

    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, Enhancements, and any other updates and improvements 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, Enhancements, and any other updates and improvements 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.

    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, Enhancements, and any other updates and improvements 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.   <u>24-Hour Support Process</u>.

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. In the event 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.

6.8.   Services beyond the scope of TPS may be made available through a separate mutually agreed services contract.