

Tanium-as-a-Service (TaaS)

Subscription Agreement

1. Grant of License.

1.1 *License.* Subject to the terms and conditions of this Agreement, Tanium grants Customer a revocable, non-transferable, non-exclusive, term-based license ("**Subscription License**") to access and use the internet-based service as well as proprietary software in object code form and related proprietary components, sensors, scripts, packages, actions, and 'Saved Questions' made generally available by Tanium and provided by or on behalf of Tanium to Customer in connection with this Agreement, as may be updated by Tanium from time to time (the "**Service**") in accordance with the Documentation for Customer's internal use only during the applicable Service Period (as defined in Section 4). The term "Service" includes Maintenance and Tanium's then-current documentation made generally available by Tanium for use of the Service, as updated from time-to-time by Tanium in its discretion (the "**Documentation**").

1.2 *License Metric.* The Service is licensed on a per Managed OS Instance basis. A "**Managed OS Instance**" means a physical or virtual hardware device where the Service can be 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, 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 Managed OS Instance if the Service is installed at the hypervisor level. Customer acknowledges that the Service includes access to certain software to be installed on Customer's Managed OS instances, all of which is included in the defined term, "Service."

1.3 *System Configuration.* Hardware and software requirements for proper installation and use of the Service are set forth in the relevant Documentation. Customer is solely responsible and fully liable for purchasing, providing, installing, and using all required equipment, networks, peripherals, third-party software and hardware, scripts, or other technologies that may interoperate and be used in conjunction with the Service, all of which are expressly excluded from all warranty, indemnity and support obligations described elsewhere in this Agreement.

1.4 *Customer Data.* As between the parties, Customer or its licensors, partners, or suppliers ("**Suppliers**") will retain all right, title and interest (including any and all intellectual property rights) in and to any Customer data or Customer data files of any type that are uploaded by or on behalf of Customer to the Service ("**Customer Data**"). Customer hereby grants to Tanium a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the Service and Premium Services to Customer under this Agreement. Customer will ensure that its use of the Service and Premium Services and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Tanium that Customer has sufficient rights in the Customer Data to grant the rights granted to Tanium in this section and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy, or other rights of any third party.

2. Restrictions. Customer's Subscription License to the Service is subject to the following license

conditions and restrictions:

2.1 Customer's Benefit. Customer shall not use or permit the Service 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 Service for anyone's benefit other than Customer or its Affiliates. Customer shall purchase each license it intends to use. Use of and access to the Service is permitted only by Customer-designated personnel ("**Users**").

2.2 Limitations on Copying and Distribution. Customer shall not copy or distribute the Service whether directly or indirectly except to the extent that copying is necessary to use the Service for the purposes set forth herein.

2.3 Limitations on Reverse Engineering and Modification. Except to the extent such a limitation is expressly prohibited by applicable law, Customer shall not reverse engineer, decompile, disassemble, modify or create derivative works of the Service whether directly or indirectly.

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

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

2.6 Use in Accordance with Documentation. All use of the Service shall be in accordance with the Documentation, Tanium's Acceptable Use Policy made available at <http://www.tanium.com/aup> ("**AUP**"), and in this Agreement. In the event of a material conflict between the terms found at the website and in this Agreement, the terms of this Agreement shall prevail.

2.7 Use of the Service. Customer shall be solely responsible and fully liable for its use of the Service, including, but not limited to, for ensuring that the use of the Service is in compliance with all applicable foreign, federal, state and local laws, rules, and regulations. Customer shall not interfere with, or disrupt the integrity or performance of the Service, or any data or content contained therein or transmitted thereby; or access the Service (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Service features provided by Tanium expressly for such purposes.

2.8 Tanium's Intellectual Property. Customer shall not use the Service or other Tanium Confidential Information whether directly or indirectly to contest the validity of any Tanium intellectual property.

2.9 Competition. Customer shall not use the Service or Tanium Confidential Information in a manner to compete with Tanium, to assist a third-party in competing with Tanium, or for benchmarking or competitive analysis.

2.10 Credential Protection; Authentication. Customer shall require that all Users keep user ID and password information ("**Credentials**") strictly confidential and not share such information with anyone, including any other User. Customer agrees that neither Tanium nor its Suppliers have any liability under this Agreement for actions taken using User's Credentials, including any unauthorized use or access caused by misuse or misappropriation of such Credentials. Customer will be responsible for initiating and facilitating the removal of Service access by any User who is no longer authorized to

access the Service. Customer shall use security assertion markup language 2.0 and multi-factor authentication when accessing the Service, unless other related security measures are required in the Documentation.

2.11 Prohibited Data. Customer shall not use the Service to store, identify, locate, maintain, process, or transmit any sensitive or special data that might impose specific data security or data protection obligations on Tanium, including, without limitation (i) “protected health information” as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), (ii) “cardholder data” as defined under the Payment Card Industry Data Security Standard (PCI DSS); or (iii) “nonpublic personal information” as defined under the Gramm-Leach-Bliley Act of 1999, in each case as such Acts and standards have been or may be supplemented and amended from time to time. The Service is licensed to Customer, not sold. The Service provided by Tanium contains 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 Service and any Premium Services provided by Tanium whether or not registered will remain the sole and exclusive property of Tanium or its Suppliers, as applicable. Customer shall notify Tanium promptly upon learning of any attempt by anyone to misuse, misappropriate, copy, modify, derive, or reverse engineer any Service and Customer shall cooperate and assist Tanium in discovering, preventing, and recovering damages for any such misappropriation, copying, modification, derivation, or reverse engineering of the Service.

- 3. 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 Service provided that (a) the Affiliate only uses the Service 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 Service 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 the Service on Customer’s Managed OS Instances, provided that (a) the Managing Party only uses the Service 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 Service in compliance with the terms and conditions of this Agreement. In addition, Customer shall ensure that its personnel comply with the terms of this Agreement.
- 4. Term and Termination.** The Subscription License will commence upon the Effective Date and will continue for the duration of the Subscription License term or until this Agreement is terminated as provided in this Section, as applicable (the “**Service Period**”). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Tanium shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon expiration of the Subscription License or any termination or expiration of this Agreement, the Subscription License granted in Section 1 (Grant of License) will automatically terminate and

Tanium shall (at Customer's election) destroy or return to Customer all Customer Data in its possession or control that Tanium processes as a data processor. If Customer does not notify Tanium of its election within thirty (30) days following termination or expiry of the Agreement, then Tanium shall automatically destroy all such Customer Data. Tanium shall not destroy Customer Data to the extent (i) it is required by applicable law to retain some or all of Customer Data, or (ii) Customer Data was archived on back-up systems, which Customer Data Tanium shall use commercially-reasonable efforts to securely isolate and protect from any further processing except to the extent required by such law. 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; 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. This Agreement will govern Tanium's provision and Customer's license to the Service and Premium Services whether Customer orders the Service and Premium Services from Tanium or a Reseller. Unless Customer orders directly from a Reseller, (i) Customer will pay the Service and Premium Services fees directly to Tanium and Tanium will fulfill all orders; and (ii) the parties will enter into a schedule(s) or purchase order(s) that describe the Service and any Premium Services to be acquired by Customer (each a "**Schedule**"). This Agreement applies to any Schedule that references this Agreement. When a purchase order will be utilized as a Schedule, the purchase order must reference the applicable Quote and this Agreement, which will be deemed incorporated by such reference. Notwithstanding anything else to the contrary, any terms and conditions in the purchase order in accordance with the GSA Schedule Contract and GSA Schedule Pricelist that conflict or are inconsistent with the Quote or this Agreement will have no force or effect. The purchase order will not add or remove terms from the Quote or this Agreement. Tanium further reserves the right to expressly reject any purchase order that does not comport to the requirements of this Section.

Unless otherwise set forth in a Schedule, (a) fees for Service will be billed on an annual basis, payable in advance; and (b) all amounts to be paid by Customer are due and payable thirty (30) days after Customer's receipt of an invoice. Payments will be made by electronic transfer to a bank account designated by Tanium on the invoice in the amount of fees for the Service and Premium Services ordered (less any applicable credits and deductions and plus any applicable shipping and other charges). The effective date of payment shall be the date on which the entire amount due is credited to Tanium's bank account or the instrument enabling immediate collection of the entire amount due is received. All payments not made by Customer when due will be subject to late charges of the maximum amount permitted under the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

5.2 Taxes.

All Service will be delivered and accessed electronically. In conjunction with the billing, collection and payment of any Taxes, Customer may provide Tanium with a primary place of use for the Service. This address will be used as the "shipped to address" on all invoices. If Customer does not provide a primary place of use then Customer's purchase order "ship to address" will be used for these purposes.

6. Maintenance; Systems Information; Premium Services.

6.1 Definition. The term, "**Maintenance**", means, with respect to the Service, the support and maintenance described below in Section 6.2 that are provided during the Service Period.

Geographic limitations may apply.

6.2 *Maintenance.*

6.2.1 **General.** During the Service Period, Tanium shall provide Customer with reasonable support for the person(s) designated by customer that may contact Tanium for Maintenance ("**Technical Support Contact(s)**"). Customer may contact Tanium for Maintenance Monday through Friday, 7 a.m. to 7 p.m. Pacific Standard Time, excluding Tanium holidays. Tanium shall use good faith efforts to work with Customer during Customer's normal business hours in the time zone in which the Customer is located. Customer may designate up to a maximum of two (2) Technical Support Contacts.

6.2.2 **Contacting Tanium.** Customer may contact Tanium for Maintenance by:

- (i) submitting a request via the Tanium Support Portal;
- (ii) emailing support@tanium.com; or
- (iii) calling Telephone Support (1 510 900 9443).

6.2.4 **Customer's Obligations.** All Customer requests made to Tanium for Maintenance in accordance with Section 6.2 ("**Support Requests**") shall be submitted by Customer to Tanium through Customer's Technical Support Contact(s). Customer may change its designation of Technical Support Contact(s) upon written notice to Tanium.

Customer is responsible for: (1) preparing and maintaining their systems (*e.g.*, multi-factor authentication) and facilities in accordance with the Documentation and specifications of the appropriate suppliers; (2) securing all required permits, inspections, and licenses necessary to use the Service; and (3) complying with all applicable laws while using the Service.

Customer shall be solely responsible for maintaining all necessary backup and recovery procedures to prevent loss of its data. Customer acknowledges and agrees that Customer is solely responsible for the function, performance, and results achieved in using or accessing content such as sensors, scripts, packages, actions, and 'Saved Questions' that Tanium may make available to Customer in connection with Maintenance.

6.3 *Systems Information.* During the term of the Agreement, Customer may provide to Tanium or the Service collects information including, but not limited to, performance and analytics information relating to Customer's use of Tanium's products and services, metadata relating to Customer's networks and systems, device identifiers, network telemetry, endpoint telemetry, system configuration, and data generated through any of the foregoing (collectively, "**Systems Information**").

Customer agrees that Tanium may use Systems Information to provide the Service and Premium Services and to research, develop, and improve Tanium's products and services, sales analytics, and, on an anonymized basis, for marketing purposes (the "**Permitted Purpose**"). To the extent Systems Information constitutes Customer's Confidential Information, Systems Information will be held in confidence by Tanium in accordance with Section 10 (Confidentiality). For clarity, any data that is derived by Tanium from its use of the Systems Information for the Permitted Purpose, such that the Customer cannot be identified from the derived data, is not considered Customer's Confidential Information.

Customer, rather than Tanium, determines which types of data, including Personal Data (as defined in the Data Processing Addendum), exists on its systems or are processed by the Service. To the extent that Tanium obtains Personal Data in connection with providing the Service or the Premium Services, Tanium will process such Personal Data pursuant to the Data Processing Addendum found at <http://www.tanium.com/dpa>. Because Customer's endpoint environment is unique in configurations and naming conventions, the Systems Information could potentially include Personal Data. To the extent any Systems Information includes Personal Data, Customer represents and warrants that it has made all necessary disclosures and has a lawful basis to share the Personal Data with Tanium for the Permitted Purpose. In addition, Tanium may process, use or disclose such Personal Data only: (i) in furtherance of its obligations pursuant to this Agreement; (ii) as required or permitted by law; (iii) as directed or instructed by Customer; or (iv) with prior informed consent of the data subject to whom the Personal Data pertains. As between Customer and Tanium, the foregoing states Tanium's entire obligation with respect to Personal Data.

6.4 Premium Services. The term, "**Premium Services**", means, collectively, any product training purchased by Customer and provided by Tanium with respect to the Service ("**Training**") or any Premium Onsite Support or Enterprise Services Resource procured by Customer and provided by Tanium in accordance with Appendix A. All Premium Services are provided in accordance with, and governed by, the terms and conditions of this Agreement.

7. Limited Warranty; Disclaimer.

7.1 Limited Warranty. During the Warranty Period, Tanium warrants that (i) the Service will operate in substantial conformity with the Documentation; and (ii) it shall use commercially reasonable efforts to screen the Service prior to delivery to Customer for viruses, Trojan horses, and other malicious code. The "**Warranty Period**" means ninety (90) days from the Effective Date. If the Service Period is less than ninety (90) days, the Warranty Period will be for the length of the Service Period. The foregoing warranties apply only to the Service provided to Customer during the Warranty Period and are solely for the benefit of Customer. 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 warranties in this Section, shall be to repair or replace the non-conforming Service, 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 Service. This warranty is contingent upon the proper installation and use of the Service as described in the Documentation and this Agreement; Tanium shall not be responsible for Customer's use of the Service if not operated in a manner recommended in the Documentation. Any modification to the Service by Customer or any third party may void Tanium's warranties under this Section.

In addition, Tanium warrants that any Premium Services will be provided in a professional and workmanlike manner consistent with relevant industry standards. If Tanium breaches the foregoing warranty, Customer's sole remedy will be to terminate the applicable Premium Services and receive a refund of any prepaid unused fees for such non-conforming Premium Services.

7.2 Warranty Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICE AND PREMIUM SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICE AND PREMIUM 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 SERVICE OR PREMIUM SERVICES WILL MEET CUSTOMER'S

REQUIREMENTS, OR WILL CAUSE CUSTOMER TO BE COMPLIANT WITH APPLICABLE LAW; THAT CUSTOMER'S USE OF THE SERVICE OR PREMIUM SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS; THAT THE OPERATION OF THE SERVICE OR PREMIUM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS OR DEFECTS IN THE SERVICE OR PREMIUM SERVICES WILL BE CORRECTED. TANIUM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OR RESULTS OF THE SERVICE OR PREMIUM SERVICES. TANIUM DOES NOT PROVIDE WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, SCRIPTS, CONTENT, OR OTHER TECHNOLOGIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE, INCLUDING, BUT NOT LIMITED TO, SUGGESTIONS, ROUTINES, SCRIPTS OR QUERIES, PROVIDED BY TANIUM SHALL CREATE ANY ADDITIONAL TANIUM WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF WARRANTIES OR TANIUM'S LIABILITY OR OBLIGATIONS UNDER THIS AGREEMENT. TANIUM HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY PRODUCTS OR TECHNOLOGIES USED BY CUSTOMER WHETHER INDEPENDENTLY OR IN CONJUNCTION WITH THE SERVICE OR PREMIUM SERVICES. 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).

7.3 Integrations with Third-Party Software. Customer acknowledges that the Service may contain features designed to interoperate with third-party software, that Tanium reserves the right to remove or alter any such Service features, and that any such removal or alteration does not entitle Customer to any refund, credit, or other compensation.

- 8. Indemnities.** If a third party claims that Customer's licensed use of the Service in compliance with the terms of this Agreement infringes a United States (i) patent, (ii) copyright, or (iii) trade secret of that third party, Tanium, at its sole cost and expense, will have the right to intervene to defend Customer against any such claim, and indemnify Customer from any damages, liabilities, costs and expenses awarded by a court to the third party claiming infringement or set forth in a settlement agreed to by Tanium. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. 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 Service; or (ii) modify the Service 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 Service, prorated for use over the remaining unused Service Period. 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 Service with any third-party or Customer hardware, software, products, data or other materials; (ii) modification or alteration of the Service by anyone other than Tanium; (iii) Customer's failure to implement any workaround that would have avoided the claim; (iv) Customer's use of the Service in breach of or excess of the rights granted in this Agreement; (v) any third-party components; or (vi) 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 Suppliers for any claim of intellectual property infringement arising out of or relating to the Service and/or

this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. A party seeking indemnification under this Agreement shall promptly notify the indemnifying party in writing of such claim, permit the indemnifying party authority to control the defense or settlement of such claim, and provide the indemnifying party with reasonable assistance in connection therewith. The indemnified party may participate in the defense at its sole cost. Customer shall be responsible for determining whether the Service adheres to any applicable laws to which it is subject and otherwise meets its business needs.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TANIUM OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH THE PARTIES EXPRESSLY AGREE INCLUDE, WITHOUT LIMITATION AND REGARDLESS OF ITS LEGAL CATEGORIZATION, ANY DAMAGES FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, AND/OR COST OF REPLACEMENT GOODS OR SERVICES, OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE, THE PREMIUM SERVICES, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTIONS OR ITEMS DISCLAIMED IN SECTION 7 (LIMITED WARRANTY; DISCLAIMER) ,EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF TANIUM AND ITS SUPPLIERS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) IS LIMITED TO THE FEES PAID BY CUSTOMER FOR THE PURCHASE ORDER(S) GIVING RISE TO SUCH CLAIM. THE FOREGOING IS INTENDED TO BE AN AGGREGATE LIMIT, NOT PER INCIDENT. THE PARTIES ACKNOWLEDGE THAT ONLY CUSTOMERS CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO THEIR OWN NEEDS TO PROTECT THEMSELVES IF AN ERROR IN THE SERVICE OR PREMIUM SERVICES CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE REASONS, CUSTOMER AGREES TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT WITHOUT CUSTOMER'S AGREEMENT TO THESE TERMS, THE FEE CHARGED FOR THE SERVICE WOULD BE HIGHER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by Customer more than six (6) years 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. Confidentiality. Each party agrees to hold the other party's (and that of its affiliates disclosed in connection with this Agreement) Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all time exercising at least a commercially reasonable degree of care in the protection of such Confidential Information), 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 (subject, in all cases, to the rights granted to Tanium in Section 11.2). Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed, used or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. In addition, Customer shall ensure that any Managing Party will hold Tanium's Confidential Information in

confidence and otherwise comply with this Section. "**Confidential Information**" shall mean, with respect to a party hereto, all information or material disclosed or made available by one party or its affiliates to the other or its affiliates in connection with this Agreement 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 Service. 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 disclosed or made available by one party or its affiliates to other party or its affiliates in connection with this Agreement 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 without reliance upon or use of the disclosing party's Confidential Information; or (iv) is approved for release by the disclosing party in writing. In the event the parties executed a non-disclosure agreement related to Customer's prospective license of the Service, the terms of this Section 10 (Confidentiality) will supersede such non-disclosure agreement after the Effective Date.

11. Evaluation Software and Feedback.

11.1 *Evaluation Software.* This Section only applies to Services designated by Tanium as "**Evaluation Services**". Subject to Section 2 (Restrictions), Tanium grants to Customer a non-transferable, non-exclusive limited license to use the Evaluation Services for its internal evaluation and lab purposes only. The term of this license is for a period of thirty (30) days following delivery of the Evaluation Services ("**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 Services in a non-production environment. Customer bears the sole risk of using the Evaluation Services. Tanium provides the Evaluation Services 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 Suppliers 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 Services are provided "AS-IS," Tanium is not obligated to provide support for them. This Section supersedes any inconsistent term in the Agreement for purposes of the Evaluation Services.

11.2 *Feedback.* Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Tanium with respect to its products and services, including the Service and Premium Services. 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, worldwide, transferable, royalty-free license (including the right to sublicense) to use the Feedback in connection with Tanium's business, including enhancement of the Service. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

11.3 *Beta Software.* If the Service released to Customer has been identified by Tanium as "**Beta Software**," then the provisions of Section 11.1 (Evaluation Software) will apply, in addition to this Section 11.3. Customer is under no obligation to use any Beta Software; doing so is in Customer's sole discretion. Because Beta Software can be at various stages of development, operation and use of the Beta Software may be unpredictable. Customer acknowledges and agrees that: (1) Beta

Software has not been fully tested; (2) use or operation of Beta Software should not occur in a production environment; (3) Customer's use of Beta Software will be for purposes of evaluating and testing new functionality and providing Feedback to Tanium; and (4) Customer will inform its personnel regarding the nature of the Beta Software. In addition, Tanium has no obligation to Customer to (1) further develop or release the Beta Software or (2) provide support 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. This Agreement will be governed by and construed in accordance with the Federal laws in force in the United States. 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.

13. General. This Agreement, together with the Schedules and any exhibits attached hereto, the Data Processing Addendum, appendices, and the AUP, constitutes the entire understanding and agreement between Tanium and Customer with respect to the subject matter of 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, signed by or on behalf of the party giving notice, and addressed to Tanium, "Attention Legal Department", at the address identified on the Quote, or to Customer, at the contact information Customer provided when purchasing the Service and Premium Services. Notices will be considered when delivered personally, or three (3) days after deposit in the mail (registered mail), or one (1) day after being sent by overnight courier. 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; Delivery and Taxes), 6.3 (Systems Information), 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. 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.**

14. Export. Customer acknowledges that the Service, which contains encryption, is subject to the export, import, economic sanctions, and trade restriction laws, regulations and requirements of the United States and other countries including European Union regulations. 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 agrees and acknowledges that it is Customer's ultimate responsibility to comply with all export and import laws and that Tanium has no further responsibility after the initial sale to Customer within the original country of sale, including Customer's importation of the Service into other countries. Without limiting the foregoing, Customer agrees that it will not export, re-export, re-transfer, or provide access to the

Service in contravention of the foregoing, or provide the Service to any person, in any jurisdiction, or to 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 will not export to, or use the Service or Premium Services in, any country not supported by Tanium, including, but not limited to, embargoed and sanctioned countries as promulgated by the United States Government. 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 Service was imported, exported, accessed, 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 Service 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 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 Service ("**Audit**"). An Audit will generally consist of Customer providing a system-generated deployment report evidencing Customer's deployment of the Service. 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 and are subject to Government security requirements. Customer will immediately remit payment for any Service deployed in excess of the Service licenses purchased by Customer under this Agreement.
- 17. Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).
- 18. Construction.** This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.

Appendix A **Premium Onsite Support and Enterprise Services Resources**

1. Premium Onsite Support Services.

1.1 *General.* Tanium Premium Onsite Support Services may be obtained from Tanium at its then-current list price or a mutually negotiated price in accordance with the GSA Schedule Pricelist. Premium Onsite Support consists of a fixed number of onsite support visits to be provided by a qualified Tanium Technical Account Manager ("**TAM**"). Unless otherwise set forth in the Agreement or Schedule, each unit of Premium Onsite Support will entitle Customer to a maximum number of site visits during the relevant premium support term, subject to Government security requirements, the length of which is specified in the Agreement or Schedule ("**Premium Support Term**"). A site visit will generally be based on an eight (8) hour workday, during normal business hours, but a particular visit may vary based on the specific needs of the Customer that can reasonably be accomplished in a business workday. If Customer purchases Premium Onsite Support Services, Tanium will perform the support services for Customer in accordance with the following terms and conditions.

During the site visits, the TAM may:

- act as a primary Tanium console operator in a staff augmentation capacity for the Customer;
- help plan, communicate and monitor the status, health and challenges associated with installation and deployment of components of the Service in Customer's environment;
- provide consolidated reporting of current deployment status to Tanium's senior technical and sales leadership and designated Customer representatives;
- maintain ongoing technical relationships with Customer and provide weekly reporting to Tanium's senior technical and sales leadership and designated Customer representatives;
- track all tickets, bugs, feature requests, improvement requests and ongoing communications regarding the Service within the customer's environment;
- observe ongoing operations for potential problems and improvements; such observations will be brought to the attention of Tanium's senior technical and sales leadership and designated Customer representatives; and
- independently undertake tuning and configuration of the Tanium system as well as provide more advanced technical support.

The TAM will not and the Customer shall ensure that its personnel do not request that the TAM:

- create custom content such as sensors, packages, and 'Saved Questions' for the Service;
- execute an action (e.g., deploying a patch) using the Service without the advance written review and approval by a designated Customer representative;
- use the Service to perform any incident response services;
- use any destructive content (e.g., file delete action) on behalf of the Customer; or
- act in a capacity to directly support the underlying operating system, hardware, network or other involved hardware or software on which the Tanium instance is running or dependent.

In addition, Tanium will designate a lead onsite TAM during the Premium Support Term ("**Lead OTAM**") where Tanium and Customer agree that the level of support and/or necessary access and privileges require the TAM to be a named individual. The Lead OTAM will be the primary TAM supporting Customer during the Premium Support Term. Tanium and Customer will cooperate to select a Lead OTAM who will be eligible for all necessary access and privileges to perform the support services described herein. Customer acknowledges and agrees that the timeline for the Lead OTAM to on-board at Customer's location is approximately sixty (60) to ninety (90) days from the order date ("**On-Boarding Period**"). During the On-Boarding Period, Tanium will assign an interim support resource, which may be an interim Lead OTAM or other available TAM, to facilitate the support services. In any event, site visits for all resources will be scheduled by phone, email, or through the Tanium's TAM scheduling tool. Customer may not be able to schedule a site visit for specific days due to paid-time-off, illness, holidays, training, vacations or meetings. Even on days when a TAM is not available for a site visit, Customer may obtain TAM support through interim resources using the TAM scheduling tool or through Tanium's standard Technical Account Management procedures set forth in the Agreement. The interim TAM will support Customer until the Lead OTAM commences or returns, as applicable, or a new Lead OTAM is designated by Tanium.

TAMs will work with Customer to schedule site visits. Scheduling may be accomplished by planning visits one day at a time or by designating regular office hours on a recurring basis. If the Lead OTAM is unavailable or has not yet been designated, an interim lead or other TAM resource will conduct site visit(s). Customer bears the ultimate responsibility to schedule the TAM site visits. No refunds for Premium Onsite Support Services will be provided because Customer did not schedule visits

or was unable to provide access, materials, credentials, escorts or anything else necessary to conduct the support services described herein during the Premium Support Term.

1.2 Customer Responsibilities. While Tanium endeavors to complete Support Services in a reasonable period of time, certain factors are beyond Tanium's control, including Force Majeure Events and delays caused by third parties and Customer. Tanium shall not be responsible for any delays or liabilities resulting from such factors. In addition to any Customer responsibilities set forth in the Agreement, to facilitate prompt and efficient completion of the Support Services, Customer and its personnel shall cooperate fully with Tanium and its personnel in all respects, including, without limitation, providing information as to Customer requirements, providing access to the equipment/hardware on which components of the Service is or will be installed, and providing access to all necessary information regarding Customer's systems. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Service. In addition, Customer is responsible for providing the TAM or Lead OTAM with all access, materials, credentials, escorts, or anything else necessary to conduct the Support Services described herein.

In addition, Customer will assign an action reviewer/approver to act in as the final Tanium Action Approver for all Tanium Actions submitted by the Lead OTAM who will have final approval authority for all actions issued in the Tanium console; and enable action approver within the Tanium console and enforce the use thereof.

1.3 Scope and Progress Meeting. Tanium and Customer will develop a mutually acceptable work plan for any services that are beyond the scope of Premium Onsite Support Services set forth above. Customer will appoint a senior-level technology professional to serve as a liaison with the Lead OTAM. Customer's representative and the Lead OTAM will meet once a week to discuss the status and progress of all work related to the Premium Onsite Support Services.

1.4 Remote Support. Certain Support Services may be provided remotely via telephone or electronic communications. Customer agrees that Tanium resources may access Customer's systems during the relevant Premium Support Term, using a defined standard virtual private network (VPN). If a network connection between Tanium and Customer's systems is required for Tanium to perform the Support Services, Customer will provide such access in accordance with Government security requirements as follows:

- Customer is responsible for ensuring that (i) its network and systems comply with specifications provided by Tanium; (ii) all components of Customer's Tanium environment are accessible through the VPN; and (iii) the VPN is installed in a timely manner for Tanium to perform the Support Services.
- Customer is responsible for acquiring and maintaining any equipment and performing any activities necessary to set-up and maintain network connectivity at and to Customer's Tanium environment.
- Customer will provide and maintain user accounts for, and access to, the VPN for the Tanium resources, including, but not limited to, Tanium's onsite and remote resources.
- Tanium is not responsible for network connection issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Customer's VPN client software and/or VPN

infrastructure fails to allow Tanium access to perform Support Services, Customer agrees to pay for any increased costs resulting from such failure.

2. Enterprise Support Services Resources.

2.1 *General.* Tanium Enterprise Support Services Resources may be obtained from Tanium at its then-current list price or mutually negotiated price during the relevant Enterprise Support Services term, the length as specified in the Agreement or Schedule ("**ESR Support Term**"). The Enterprise Support Services Resource ("**ESR**") will be available to provide Enterprise Support Services for a specified period of time, as determined by Tanium, during the ESR Support Term, which may consist of remote and onsite support. If applicable, unless otherwise set forth in the Agreement or Schedule, Tanium and Customer will determine the number of site visits required during the ESR Support Term. A site visit will generally be based on an eight (8) hour workday, during normal business hours, but a particular visit may vary based on the specific needs of the Customer that can reasonably be accomplished in a business workday. If Customer purchases Tanium Enterprise Support Services, Tanium will provide an ESR to Customer in accordance with the following terms and conditions.

The ESR may:

- act as a primary Tanium console operator in a staff augmentation capacity for the Customer;
- help plan, communicate and monitor the status, health and challenges associated with installation and deployment of components of the Service in Customer's environment;
- provide consolidated reporting of current deployment status to Tanium's senior technical and sales leadership and designated Customer representatives;
- maintain ongoing technical relationships with Customer and provide weekly reporting to Tanium's senior technical and sales leadership and designated Customer representatives;
- track all tickets, bugs, feature requests, improvement requests and ongoing communications regarding the Service within the customer's environment; and
- observe ongoing operations for potential problems and improvements; such observations will be brought to the attention of Tanium's senior technical and sales leadership and designated Customer representatives.

The ESR will not and the Customer shall ensure that its personnel do not request that an ESR:

- create custom content such as sensors, packages, and 'Saved Questions' for the Service;
- execute an action (e.g., deploying a patch) using the Service without the advance written review and approval by a designated Customer representative;
- use the Service to perform any incident response services;
- use any destructive content (e.g., file delete action) on behalf of the Customer;
- act in a capacity to directly support the underlying operating system, hardware, network or other involved hardware or software on which the Tanium instance is running or dependent; or
- change any settings, undertake Tanium server or client tuning or conduct advanced troubleshooting without direct instruction from the assigned primary TAM or such delegate as assigned by said primary TAM.

Customer acknowledges and agrees that the timeline for the ESR to on-board at Customer's location is approximately thirty (30) to ninety (90) days from the order date ("**On-Boarding Period**").

During the On-Boarding Period, Tanium will assign an interim support resource, which may be the TAM, to facilitate the Enterprise Support Services until the parties agree upon the individual to be placed as the ESR. Tanium and Customer will work together in good faith to select the ESR. In the event Customer rejects the ESR candidate or delays in the selection of a reasonable candidate Tanium has offered for consideration, Tanium will assign an interim ESR. The ESR will work during normal business hours or as mutually agreed upon between Tanium and Customer. The ESR may be required to be out-of-the-office due to PTO, illness, holidays, training, vacations or meetings. During this time out-of-the-office, or should the ESR's employment with Tanium end, Tanium may provide to Customer an interim support resource that will support Customer until the ESR returns or a new ESR is designated by Tanium through the ESR Support Term. In all instances, an interim support resource will provide Enterprise Support Services remotely and may be a shared resource.

Customer acknowledges that any delay in the selection of an ESR candidate may: (1) result in Customer not being able to have its desired individual perform the Enterprise Support Services; (2) result in the use of an interim support resource; and (3) hinder the performance of the Enterprise Support Services as described herein. Customer also acknowledges that it might not be possible to retain a particular individual for the ESR Support Term. Customer will not receive any refunds or credits for any period in which an interim support resource is utilized.

2.2 Customer Responsibilities. While Tanium endeavors to complete Enterprise Support Services in a reasonable period of time, certain factors are beyond Tanium's control, including Force Majeure Events and delays caused by third parties and Customer. Tanium shall not be responsible for any delays or liabilities resulting from such factors. In addition to any Customer responsibilities set forth in the Agreement, to facilitate prompt and efficient completion of the Enterprise Support Services, Customer and its personnel shall cooperate fully with Tanium and its personnel in all respects, including, without limitation, providing information as to Customer requirements, providing access to the equipment/hardware on which the components of the Service is or will be installed, and providing access to all necessary information regarding Customer's systems. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Service. In addition, Customer is responsible for providing the ESR with all access, materials, credentials, escorts, or any other thing necessary to conduct the Support Services described herein.

In addition, Customer will assign an action reviewer/approver to act in as the final Tanium Action Approver for all Tanium Actions submitted by the ESR who will have final approval authority for all actions issued in the Tanium console; and enable action approver within the Tanium console and enforce the use thereof.

2.3 Scope and Progress Meeting. Tanium and Customer will develop a mutually acceptable work plan for any services that are beyond the scope of Enterprise Support Services set forth above. Customer will appoint a senior-level technology professional to serve as a liaison with the ESR. Customer's representative and the ESR will meet once a week to discuss the status and progress of all work related to the Enterprise Support Services.

2.4 Remote Support. Certain Support Services may be provided remotely via telephone or electronic communications. Customer agrees that Tanium resources may access Customer's systems during the relevant ESR Support Term, using a defined standard virtual private network (VPN). If a network connection between Tanium and Customer's systems is required for Tanium to perform the Enterprise Support Services, Customer will provide such access as follows:

- Customer is responsible for ensuring that (i) its network and systems comply with specifications provided by Tanium; (ii) all components of Customer's Tanium environment are accessible through the VPN; and (iii) the VPN is installed in a timely manner for Tanium to perform the Support Services.
- Customer is responsible for acquire and maintaining any equipment and performing any activities necessary to set-up and maintain network connectivity at and to Customer's Tanium environment.
- Customer will provide and maintain user accounts for, and access to, the VPN for the Tanium resources, including, but not limited to, Tanium's onsite and remote resources.
- Tanium is not responsible for network connection issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Customer's VPN client software and/or VPN infrastructure fails to allow Tanium access to perform Support Services, Customer agrees to pay for any increased costs resulting from such failure.