

CORELIGHT PROFESSIONAL SERVICES SUPPLEMENT

These supplemental terms and conditions (“**Supplement**”) together with the Agreement (as defined below) will apply to the provision of Professional Services by Corelight. “**Agreement**” refers to the Corelight Customer Agreement or other written agreement entered into between Customer and Corelight for Customer’s use of the Products and/or Services. Capitalized terms used and not defined in this Supplement have the meanings given to them in the Agreement, or if not defined in the Agreement, in the Corelight Customer Agreement located at www.corelight.com/legal/agreements (or such successor URL as may be designated by Corelight).

1. DEFINITIONS.

- 1.1. “**Corelight IP**” means any documentation, technical configuration, or workflow templates, starter code, software components, content, documentation, materials, methodologies, or other intellectual property that is developed, conceived, or acquired by Corelight. Corelight IP excludes Customer Materials.
- 1.2. “**Customer Materials**” means any information, specifications, instructions, or materials provided by Customer in connection with the Professional Services.
- 1.3. “**Deliverables**” means any deliverables or work products developed, conceived, or acquired in connection with the Professional Services as specified in the applicable SOW. Deliverables excludes Customer Documentation.
- 1.4. “**Personnel**” means any employee, consultant, contractor, or subcontractor of Corelight.
- 1.5. “**SOW**” means a mutually executed written statement of work that describes the specific services to be performed by Corelight, including any Deliverables to be delivered by Corelight.

2. **PERFORMANCE.** Corelight will perform the Professional Services for Customer in accordance with the Agreement and as set forth in each applicable SOW. Unless otherwise specified in an applicable SOW, Corelight will not charge Customer for the expenses Corelight incurs in connection with providing the Professional Services. In the event the parties agree that expenses are reimbursable under an applicable SOW, the parties will mutually agree on any applicable travel policy and required documentation for such reimbursement.

3. CORELIGHT PERSONNEL.

- 3.1. The Personnel Corelight assigns to perform the Professional Services will be qualified, skilled, experienced, and otherwise fit for the performance of the Professional Services. If Customer, in its reasonable judgment, determines that Personnel assigned to Customer’s project are unfit, Corelight will in good faith discuss alternatives, and Corelight will replace Personnel as reasonably necessary. Customer acknowledges that any replacement of Personnel may cause delay in the performance of the Professional Services.
- 3.2. Corelight reserves the right to use third party subcontractors in the performance of the Professional Services (“**Subcontractor**”). All such Subcontractors will meet the applicable requirements set forth in this Supplement and the applicable SOW. Corelight will be responsible for Subcontractors’ compliance with this Supplement and the applicable SOW. Upon request, Corelight will disclose its use of any Subcontractors under a SOW.

4. **CUSTOMER RESPONSIBILITIES.** Customer will cooperate reasonably and in good faith with Corelight Personnel in their provision of the Professional Services including, without limitation: (a) providing Corelight Personnel sufficient resources, knowledgeable employees or staff of Customer, and safe working facilities with Internet access; (b) timely access to accurate and complete Customer Materials; (c) timely, accurate, and complete responses to inquiries or requests for feedback or information from Corelight Personnel; (d) appointing a Customer representative for each Professional Services project to serve as a primary point of contact for Corelight Personnel and to make authorized decisions on behalf of Customer; and (e) actively participating in scheduled project meetings with Corelight Personnel. If Customer’s failure to comply with this Section 4 prevents Corelight from providing the Professional Services, Corelight’s obligation to provide the Professional Services will be excused until Customer remedies such failure, and Corelight will not be responsible for any delays resulting therefrom.

5. OWNERSHIP & LICENSES.

- 5.1. The Professional Services Corelight performs, and the Deliverables Corelight provides to Customer in connection with the Professional Services, are generally applicable to Corelight’s business, and therefore Corelight needs to be able to re-use Corelight IP and Deliverables created for one customer in connection with all of Corelight’s customers. For the avoidance of doubt, Corelight’s use of Deliverables created for Customer in connection with Professional Services will comply with Corelight’s ongoing obligations and restrictions with respect to Customer’s Confidential Information and Customer Materials, and Corelight will not identify Customer in any way in connection with Corelight’s further use of such Deliverables.

- 5.2. In the event that the parties agree that Deliverables for a project are custom work product unique to Customer's business, and not applicable to other customers generally, Corelight will transfer ownership to those agreed Deliverables to Customer under the applicable SOW. Deliverables must be expressly identified as "**Customer-Owned Work Product**" under a SOW for ownership to pass to Customer.
- 5.3. Customer owns all right, title, and interest in and to Confidential Information of Customer and the Customer Materials. Customer grants Corelight the right and license to use the Customer Materials solely as necessary to provide the Professional Services. Subject to Customer's ownership rights in Customer-Owned Work Product, Corelight owns all right, title, and interest in and to Confidential Information of Corelight, the Deliverables, and the Corelight IP. Upon Corelight's receipt of payment in full due under the applicable SOW, Corelight grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to use: (a) the Corelight IP solely as necessary to use the Deliverables, and (b) the Deliverables (that are not Customer-Owned Work Product) in accordance with the applicable SOW.
6. **CHANGE ORDERS.** Customer may request, during the term of the SOW, that Corelight perform additional services for Customer. Within a reasonable period after receiving such a request from Customer, Corelight will prepare and submit a written proposal in the form of a change order ("**Change Order**") to Customer that: (a) if applicable, assesses the expected impact of such request on any Professional Services being provided under such SOW, (b) describes how Corelight would fulfill such request, and (c) sets forth plans, time schedules and pricing (where applicable) anticipated by Corelight in connection with fulfilling such Change Order, as well as other information Corelight considers appropriate for inclusion. Such Change Order will not be binding upon Customer or Corelight unless executed by an authorized signatory of each such party.
7. **TERM & TERMINATION.** The term of any SOW will be as specified in the applicable SOW, unless terminated earlier in accordance with the Agreement or the SOW. This Supplement will remain in effect for as long as Corelight is providing Professional Services under any SOWs between Corelight and Customer or until termination of the Agreement, unless terminated earlier pursuant to this Section. Either party may terminate this Supplement for convenience at any time by giving the other party thirty days' written notice, but such termination will not affect any SOW in effect at the time of termination (and this Supplement will continue to survive and apply with respect to any such SOW until expiration or termination of such SOW hereunder).
8. **FEES & PAYMENT.** This Section 8 will not apply where Customer has purchased Professional Services via a Partner.
- 8.1. The fees are as stated in the applicable SOW. Invoicing and payment of fees will be set forth in the applicable SOW. Unless otherwise agreed to by the parties in the applicable SOW, all fees are non-refundable and will be paid in U.S. dollars within thirty days from the date of Corelight's invoice.