

CORELIGHT CHANNEL PARTNER DIRECT PURCHASE EXHIBIT

In the event Partner purchases Offerings directly from Corelight, the additional terms in this Exhibit apply.

- 1. Form of Order.** If Partner purchases from Corelight, it must purchase and place orders for Offerings with Corelight by providing Corelight with: (a) an executed Corelight quote, (b) Partner's purchase order referencing and consistent with the Corelight-approved quote, and/or (c) Partner's written agreement to place an order consistent with the Corelight-approved quote. All Orders are subject to and governed by this Agreement. The terms and conditions of this Agreement will apply to all Orders submitted to Corelight and supersede any different or additional terms on Partner's purchase orders or other documents. Orders issued by Partner to Corelight are solely for the purpose of specifying the Offerings, pricing, amounts owed, requesting delivery dates, identifying the Customer (name, address (including country), email and phone numbers) and quantities, if applicable.
- 2. Order Acceptance.** All Orders placed with Corelight are subject to credit approval and acceptance by Corelight (which acceptance may be evidenced by Corelight's shipment of the Offerings or issuance of an access key, as applicable, under the Order). Once an Order has been accepted by Corelight, (a) Order(s) are non-cancellable by Partner and (b) all payments are non-refundable except as otherwise expressly provided for in this Agreement.
- 3. Price & Invoicing.** Partner will pay Corelight for all Offerings at the price set forth in the Order. As between Corelight and Partner, prices are determined by the Corelight list price minus the applicable discount, as specified in the Program Guide, unless otherwise provided in Corelight's quote to Partner. If Corelight approves a non-standard discount, then as permitted by local law, Partner will pass through the entirety of such non-standard discount to the Customer for whom the non-standard discount was intended, within the specified discount period, and only for the specific Customer and Corelight Offerings approved by Corelight. A price quoted or offered in one quote is not guaranteed for any other quotation. At any time, Corelight may change its prices on its price list and/or discounts in its Program Guide. Any changes to price or discounts will apply to all purchase orders received after the effective date of such price change; provided, that Corelight will honor any fees quoted in valid, unexpired, formal written price quotations provided by Corelight to Partner, as long as such price quotations have an expiration date within 30 days of the initial quotation date. Corelight may invoice Partner for Offerings upon receipt of an Order in accordance with the invoicing frequency as set forth in the applicable Order.
- 4. Payment.** Unless otherwise provided for in Corelight's quote to Partner: (a) Partner will pay Corelight within thirty days of Corelight's invoice date, and (b) all payments will be made in U.S. dollars. All past due payments will accrue interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law until Partner pays all amounts due.
- 5. Taxes.** Corelight's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, including for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") and Partner will be responsible for payment of all Taxes associated with this Agreement and all Orders, except that Corelight is solely responsible for taxes assessable against Corelight based on Corelight's net income, property, and employees. If Partner is legally entitled to an exemption from any sales, use, or similar transaction tax, upon submission of an Order, Partner will provide Corelight with a legally sufficient tax exemption certificate for each taxing jurisdiction, and Corelight will not charge Partner any taxes from which it is exempt. If any deduction or withholding is required by law, Partner will notify Corelight and will pay Corelight any additional amounts necessary to ensure that the net amount that Corelight receives, after any deduction and withholding, equals the amount Corelight would have received if no deduction or withholding had been required. Upon request, Partner will provide documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.
- 6. Delivery.** Corelight will mark all Hardware for shipment to Partner's address set forth on the Order. All Hardware is delivered F.O.B. Origin per UCC (or FCA per INCOTERMS 2020 for international shipments) Corelight's applicable warehouse or place of production. For clarity, title to Hardware (other than any Software included therein) passes to Partner at the same time risk of loss transfers to Partner in accordance with the foregoing. Corelight may select the carrier if Partner does not designate a carrier in writing or if Partner's designated carrier does not pick up Hardware at Corelight's applicable warehouse or place of production at the time it is available for pick up. Partner is responsible for and will pay all shipping charges. Offerings that consist only of Software (without associated Hardware) and/or Cloud Products will be delivered by issuing a key to Partner at the email address provided by Partner. Subject to the terms and conditions of this Agreement, Corelight will use commercially reasonable efforts to fill promptly (by full or partial shipment or key issuance, as applicable) Partner's Order for Offerings that has been accepted by Corelight,

insofar as practical and consistent with Corelight's then current lead-time schedule, shipping schedule, access to supplies on acceptable terms and allocation of available Offerings and capacity among Corelight customers; each partial shipment or key issuance, as applicable, will be deemed a separate sale and may be invoiced upon such shipment or issuance.

7. **Customer Refunds & Service Credits.** In the event Corelight is obligated to refund fees or provide a service credit under the terms of the applicable Customer Agreement or at its own discretion agrees to refund any fees or provide a service credit under the applicable Customer Agreement, Corelight may, in its sole discretion: (a) issue the appropriate refund or service credit directly to the Customer in lieu of a refund or service credit to Partner or (b) issue the refund or service credit to Partner, which refund or service credit Partner will promptly revert to the Customer. Other than as set forth in this Section, Corelight will not issue any refunds or service credits to Partner under this Agreement.