

CORELIGHT CONSULTING SERVICES POLICY

This Consulting Services Policy ("**Policy**") supplements the Corelight Customer Agreement or other written agreement entered into between Customer and Corelight for Customer's use of the Products and/or Services ("**Agreement**") and governs Corelight's provision of Consulting Services. Capitalized terms used and not defined in this Policy have the meanings given to them in the Agreement, or if not defined in the Agreement, in the Corelight Customer Agreement located at <https://corelight.com/company/legal/agreements> (or such successor URL as may be designated by Corelight).

1. **GENERALLY.**

- 1.1. Corelight will provide the Consulting Services in accordance with the applicable Consulting Services package purchased by Customer, and the applicable Order. Unless otherwise specified in an applicable Order, all Consulting Services will be provided remotely.
- 1.2. The Consulting Services do not include (a) any Products and other Services, (b) the development or deployment of any custom or production code, software, hardware, or other deliverables or work product on behalf of Customer, (c) customized integrations with or modifications to the Products, and (d) user acceptance testing or quality assurance checks.

2. **CORELIGHT PERSONNEL.**

- 2.1. Any employee, consultant, contractor, or subcontractor of Corelight ("**Personnel**") assigned to perform the Consulting Services will be qualified, skilled, experienced, and otherwise fit for the performance of the Consulting 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 Consulting Services.
- 2.2. Corelight reserves the right to use third-party subcontractors in the performance of the Consulting Services ("**Subcontractor**"). All such Subcontractors will meet the applicable requirements set forth in this Policy and the applicable Order. Corelight will be responsible for Subcontractors' compliance with this Policy and the applicable Order. Upon request, Corelight will disclose its use of any Subcontractors under an Order.

3. **CUSTOMER RESPONSIBILITIES.** Customer will cooperate reasonably and in good faith with Corelight Personnel in their provision of the Consulting 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 Consulting 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 "Customer Responsibilities" section prevents Corelight from providing the Consulting Services, Corelight's obligation to provide the Consulting Services will be excused until Customer remedies such failure, and Corelight will not be responsible for any delays resulting therefrom.

4. **CUSTOMER MATERIALS.** Customer may provide information and/or materials to Corelight for Corelight to perform the Consulting Services ("**Customer Materials**"). Customer hereby grants Corelight a limited right to use any Customer Materials solely for the purpose of providing Consulting Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in and to the Customer Materials. Customer Materials comprising Confidential Information will be subject to the confidentiality provisions of the Agreement. Customer warrants that Customer has and will have sufficient rights in the Customer Materials to grant the rights to Corelight under the Agreement and that the Customer Materials will not violate any third-party rights.

5. **CONSULTING SERVICES MATERIALS.**

- 5.1. Any materials, technology, know-how and other innovations of any kind that Corelight may provide Customer or otherwise create in the course of performing Consulting Services, including without limitation all improvements and modifications to Corelight Products and/or Services ("**Consulting Services Materials**"), are generally applicable to Corelight's business and do not constitute custom work product. Subject to Customer's ownership interest in, and Corelight's obligations with respect to, Customer Materials (which will not be deemed to constitute Consulting Services Materials), Corelight and/or its licensors own all intellectual property right, title and interest in and to the Consulting Services Materials (including any derivative works of such Consulting Services Materials).

- 5.2. Subject to the terms and conditions of the Agreement (including the restrictions set forth in the Agreement), Corelight hereby grants Customer a limited, non-exclusive, non-transferable, revocable license to use the Consulting Services Materials internally solely in connection with Customer's use of the Products during the period in which Customer has valid access to the Products.
6. **CHANGE ORDERS.** Customer may request, during the term of a Consulting Services project, 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 Consulting Services being provided under such project; (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. **FEES & PAYMENT.** This Section will not apply where Customer has purchased Consulting Services via a Partner.
- 7.1. Corelight will invoice Customer for Consulting Services as rendered on a time and materials basis, unless provided under a fixed fee arrangement, in which case any fixed fee Consulting Services, as applicable, will be invoiced up-front in full. Unless otherwise agreed to by the parties in the applicable Order, all fees are non-refundable and will be paid in U.S. dollars within thirty days from the date of Corelight's invoice.