

CORELIGHT MASTER CHANNEL PARTNER AGREEMENT

BY SUBMITTING THE CORELIGHT PARTNER APPLICATION, PARTICIPATING IN THE CORELIGHT PARTNER PROGRAM, REQUESTING A QUOTE FOR THE OFFERINGS, OR PLACING AN ORDER FOR THE OFFERINGS, YOU AND ANY COMPANY OR ENTITY THAT YOU ARE ACTING FOR (“**PARTNER**”) AGREE TO CORELIGHT’S MASTER CHANNEL PARTNER AGREEMENT TERMS AND CONDITIONS (“**TERMS**”), THE PROGRAM GUIDE, AND THE [BUSINESS PARTNER STANDARDS](#) (THE “**STANDARDS**” AND TOGETHER WITH THE TERMS AND THE PROGRAM GUIDE, ARE COLLECTIVELY, THE “**AGREEMENT**”) AND CERTIFY ON BEHALF OF PARTNER TO THE [CORELIGHT COMPLIANCE CERTIFICATION](#). THE PROGRAM GUIDE AND THE STANDARDS ARE INCORPORATED INTO THESE TERMS BY REFERENCE AND MORE FULLY DESCRIBED IN THESE TERMS. YOU REPRESENT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO THIS AGREEMENT AND THAT PARTNER HAS GIVEN YOU FULL AUTHORITY TO BIND THE PARTNER TO THE AGREEMENT. IF YOU DO NOT HAVE THIS AUTHORITY, OR YOU OR PARTNER DO NOT AGREE TO, OR CANNOT COMPLY WITH, THE AGREEMENT, THEN YOU OR PARTNER MAY NOT SUBMIT AN APPLICATION, PARTICIPATE IN THE CORELIGHT PARTNER PROGRAM, REQUEST A QUOTE OR PLACE AN ORDER WITH CORELIGHT. THE AGREEMENT IS A BINDING CONTRACT BETWEEN PARTNER AND CORELIGHT, INC., A DELAWARE CORPORATION (“**CORELIGHT**”). THE DEFINITIONS FOR CAPITALIZED WORDS USED IN THESE TERMS CAN BE FOUND IN **Appendix – Definitions**.

1. OVERVIEW.

- 1.1. **Scope.** These Terms are a master agreement that cover various Corelight partner types; provisions regarding specific types of partners or rights apply only to the extent Partner has been approved by Corelight in Corelight’s sole discretion. A Program Authorization and/or Partner Portal will specify Partner’s designation or type. In the event of a conflict or inconsistency between the Program Authorization and the Partner Portal, the Program Authorization prevails. Partner specific terms below and the Program Guide set forth the rights and obligations associated with each partner type. In the event of an inconsistency between these Terms, a Program addendum (e.g., the MSP Addendum), the Program Guide or the Standards, the order of precedence is first, the applicable Program addendum with respect to its subject matter, then the Terms, the Standards, and then the Program Guide.
- 1.2. **Agreement Updates.** Corelight may revise the Agreement (including partner type specific terms) from time to time in its sole discretion. Corelight will post notice of the new Terms, Program Guide, and/or Standards online and/or in the Partner Portal. Corelight will provide at least 30 days’ advance notice of any material changes to the Program before such changes take effect. If Partner does not agree to a material change, Partner may terminate this Agreement by providing written notice to Corelight within that 30-day period. Partner’s continued participation in the Program following the posting of revised Terms, Program Guide, and/or Standards will be Partner’s acceptance and agreement to the new Agreement. The revised Terms, Program Guide and/or Standards automatically supersede the prior version. The new Terms, Program Guide and/or Standards apply prospectively only from the date they are posted.
- 1.3. **Partner Affiliates.** Any Affiliate of Partner using or accessing any Offering hereunder, or benefitting from the Partner’s use of an Offering, will be bound by and comply with all terms and conditions of this Agreement as if they are Partner. In such event, Partner will be responsible for Partner’s Affiliates’ acts and omissions in connection with the Agreement, including any use of the Offerings hereunder. Alternatively, Partner’s Affiliates may: (a) sign a participation agreement in a form mutually acceptable to the parties, or (b) separately apply to the Program, and in either case, agree to the Agreement. If accepted into the Program, each such Affiliate will bear responsibility for its own acts and omissions.

2. PARTNER PROGRAM.

- 2.1. **Program Authorization.** Unless otherwise directed by Corelight in writing (email sufficient), including via a Program Authorization, Partner must apply to participate in a Program and receive approval from Corelight. Corelight will assess Partner’s qualifications for the Program(s) based on the information provided and, depending on the Program type, may request additional information. Corelight reserves the right to accept or reject any Partner application in its sole discretion. Partner’s participation in any Program will be governed by the terms of this Agreement and the applicable Program Guide(s). If Corelight approves Partner to participate in a Program, Corelight will issue a Program Authorization. Such Program Authorization will designate the scope of authorization granted for Partner’s participation in the indicated Programs. The rights and licenses granted to Partner under the Agreement and Program Authorization are personal to Partner and Partner may not transfer, assign or sublicense the appointment set forth in the Agreement except as expressly set forth in the Section entitled “Assignment”. Applicants that have not yet been accepted, are not accepted, or do not qualify for the Program are subject to, and agree to be bound by, the Section entitled “Confidentiality” herein.
- 2.2. **Program Guide.** Partner will adhere to the Program Guide(s) applicable to it by reason of its partner type, any Corelight-issued authorizations and any applicable Program addenda. The Program Guide can be found on the Partner Portal or by asking Partner’s Corelight channel representative.

2.3. **Program Marketing.** If the Program Guide requires or it is otherwise mutually agreed by the parties, Partner will develop a Corelight-approved plan for taking the Offerings to market (“**Joint Business Plan**”) which may include: a go-to-market strategy with Corelight, prioritized sales plays, revenue targets and timeframes, joint marketing plans and activities, and sales and technical enablement strategy. Partner’s marketing and advertising efforts will be of no less quality than Corelight’s marketing and consistent with marketing materials made available by Corelight and the Joint Business Plan.

3. PARTNER PERSONNEL.

3.1. **Qualified Staff.** All Partners will maintain a staff of employees with a good working knowledge of the Offerings, including their use, applications, limitations, installation, maintenance and related subjects. Partner will appoint employees of appropriate experience and skill to participate in training programs offered by Corelight from time to time as mutually agreed by the parties, or as required by the Program Guide. Partner will appoint one primary point of contact to coordinate the collaborative relationship with Corelight’s designated point of contact.

3.2. **Training and Certification.** Corelight may require Partner’s completion of minimum training or certification programs established by Corelight, including the payment of fees related to certain testing or certifications. If Partner does not agree to participate in such programs and pay any associated fees, then, in Corelight’s sole discretion, Partner may not obtain certain certifications or be elevated within the Program.

4. CORELIGHT OFFERINGS.

4.1. **Available Offerings.** Corelight reserves the right at any time, in its sole discretion, to have Offerings that are not eligible for use, resale, or distribution under the Agreement. Future Offerings are deemed added to the Program at such time as Corelight designates them for use, resale, or distribution under the Program and all such future Offerings will be subject automatically to the Agreement. Certain Offerings may be available only for specific program types and not available for others, e.g. an Offering may be available for resale but not as part of Managed Services.

4.2. **Discontinued Offerings.** At any time Corelight may discontinue Offerings. Corelight will provide Partner written notice in advance of such discontinuance by posting notice on a web page accessible by Partner, by email or some other written format. Corelight will fulfill Order(s) for discontinued Offerings if such Order was accepted by Corelight prior to the end of sale date of such Offering and to the extent inventory permits. Corelight and Partner will work together to address Partner’s quotations to Customers based on Corelight quotations for recently announced discontinued Offerings. Corelight may re-name, re-brand, bundle or unbundle Offerings at any time in its sole discretion without notice to Partner.

5. RESALE & DISTRIBUTION.

5.1. **One-Time Resellers.** Partners designated by Corelight as “One-Time Resellers” may purchase Offerings from Corelight to resell to a single Customer located in a Corelight approved country on a quote by quote basis by executing the Corelight quote/Order. One-Time Resellers are not permitted to sell Offerings to any third party (including a Customer or another Corelight partner) for purposes of further resale by such third party. One-Time Resellers are not entitled to any Program benefits, including deal registration and not-for-resale licenses.

5.2. Resellers.

(a) **Indirect Resellers.** Partners designated by Corelight as “Indirect Resellers” may purchase Offerings from a Distributor and market and sell the Offerings to Customers only in the Territory. Distributor must have a Territory that includes the location where the Indirect Reseller is headquartered.

(b) **Direct Resellers.** Partners designated by Corelight as “Direct Resellers” may purchase Offerings from Corelight and market and sell the Offerings to (i) Customers only in the Territory, or (ii) another Partner in the Direct Reseller’s Territory; provided, the other Partner is not reselling the Offering(s) to Customers.

(c) **Reseller Exceptions and Limitations.** At any time and in Corelight’s sole discretion for one or more opportunities or permanently, Corelight may: (i) require a Direct Reseller to purchase from a Distributor in which case, the Partner will be deemed an Indirect Reseller, or (ii) allow an Indirect Reseller to purchase from Corelight in which case, the Partner will be deemed a Direct Reseller. Direct Resellers and Indirect Resellers will not sell Offerings to any third party (including a Customer or another Corelight partner) for purposes of further resale by such third party.

5.3. **Distributors.** If Corelight approves Partner to become a “Distributor,” such designation will require Partner and Corelight to execute a separate standalone distributor agreement in a form provided or approved by Corelight (“**Distributor Agreement**”). Corelight may notify Partner of its approval for Distributor status through a Program Authorization, or other

written notice, but Partner will not be authorized to act as a Distributor, purchase Offerings for distribution to other partners, or receive Distributor-level rights, benefits, discounts, or obligations unless and until the Distributor Agreement has been executed by both parties.

6. **MANAGED SERVICES.** Partners designated by Corelight as “MSPs” are subject to the additional terms set forth in the [MSP Addendum](#).
7. **SERVICES.**
 - 7.1. **Support.** Corelight is responsible for providing technical support to Corelight Customers at the level of support selected or purchased by such Customer in accordance with Corelight’s then current technical support policy. If, in addition to, or in lieu of, such Corelight support, Partner offers its own support to Customers, Partner: (a) is exclusively responsible and liable to Customer for such support, (b) may be required to execute additional terms with Corelight, (c) must provide such support in accordance with the Program Guide (or such additional terms, if any), (d) must obtain certain training level certifications, as required by Corelight, and (e) will not prevent Customers from contacting Corelight for support.
 - 7.2. **Other Services.** Corelight is not responsible for deploying or installing the Offerings or configuring the Offerings unless Partner or Customer purchases such services (if available) from Corelight.
8. **EVALUATIONS.** If a potential Customer requests to conduct an evaluation of the Offerings (“**Evaluation**”), the following will apply (notwithstanding any contrary term specified in any other sections of this Agreement): Partner may (a) implement the Offerings, (b) use the Offerings to conduct an evaluation, and (c) permit the potential Customer access to use the Offerings for a maximum of 30 days (“**Evaluation Period**”) subject to Corelight’s Evaluation Agreement (located at www.corelight.com/legal/agreements) (in each of (a)–(c), unless otherwise is approved in writing on a case-by-case basis by Corelight), and solely for the limited purpose of allowing the relevant potential Customer to evaluate the Offerings. Corelight’s support of Partner in connection with such Evaluation is optional and at Corelight’s sole discretion. Upon expiration of the Evaluation Period, unless Customer has agreed to purchase the Offerings, Partner must ensure all components of the Offerings are deleted from Customer’s environment and/or returned to Corelight. Partner understands that if the Offerings are not deleted and/or returned to Corelight by the Partner after the Evaluation Period expires, then Corelight may charge Partner (including via the applicable Distributor) the applicable fees as detailed herein.
9. **ORDERS AND PURCHASING.**
 - 9.1. **Orders with Distributors.** If Partner is (a) designated as an Indirect Reseller, or (b) instructed by Corelight to, Partner must purchase the Offerings from a Distributor when Partner is placing an Order. All pricing and payment terms will be determined between Partner and Distributor. Corelight will have no liability under Partner’s purchase orders (including any obligations or terms therein) placed with Distributors.
 - 9.2. **Orders with Corelight.** If Partner is (a) designated as a Direct Reseller, or (b) Corelight accepts a purchase order directly from Partner, then the additional terms set forth in the [Channel Partner Direct Purchase Exhibit](#) will apply.
 - 9.3. **Partner Pricing & Profits.** Partners are responsible for independently setting their pricing for the Offerings. Corelight has no responsibility to Partner for, and makes no promises or commitments to Partner regarding, Partner’s success in the Program, Partner’s profits or margins, or its ability to continue to participate in the Program or sell to any Customers in the future. In addition to any other rights or remedies Corelight has under this Agreement, including under Section 15, Corelight may suspend or terminate its performance under this Agreement (including, but not limited to no longer providing quotes, or benefits of the Program to Partner) and/or the Customer Agreement at any time if the Partner fails to pay Corelight or the Distributor for the Offerings. Corelight will have no obligation to cease to provide or suspend the Offerings to any Customer. Partner is solely responsible for the collection of amounts owed to Partner for the Offerings and the failure to collect money owed by Customer or another Partner does not excuse Partner’s performance to pay Corelight.
 - 9.4. **Customer Agreements.** Each Customer’s access to and use of the Offerings is subject to the applicable Customer Agreement. Corelight on occasion includes Customer deal or Offering-specific terms in the Corelight quote to Partner (“**Quote Terms**”). Partner will resell Offerings subject to the Customer Agreement and any additional Quote Terms. Partner agrees to immediately notify Corelight of any known or suspected breach of a Customer Agreement, Quote Terms, or other unauthorized use of the Offerings and to assist Corelight in the enforcement of the terms of each Customer Agreement, the Quote Terms, and any other applicable terms. Nothing herein prevents Partner from having an agreement with Customer; provided, Partner must ensure that any terms between Customer and Partner with respect to the Offerings are no less protective of Corelight’s rights under the Customer Agreement or the Quote Terms.

10. APPOINTMENT.

- 10.1. **Appointment.** Subject to the terms and conditions of this Agreement, to the extent authorized under a Program Authorization, during the Term, Corelight hereby grants Partner a non-exclusive and non-transferable right to resell the Offerings directly to Customers in the Territory, for the Customer's own internal business use, only as packaged by Corelight with the Documentation intact, within the applicable Usage Metrics, and subject to the Customer Agreement.
- 10.2. **Exceptions and Limitations.** If all or part of the Partner's Territory is within the European Union, then: (a) the resale of Offerings to a Customer outside the Territory but within the European Union in response to such Customer's unsolicited order is not prohibited, and/or (b) Partner may use the Offerings to provide Managed Services to locations outside of the Territory only so long as the purchaser originating the purchase is located within the Territory. Unless Partner is designated by Corelight as an "Authorized Public Sector Partner", Partner will not resell any Offerings and/or use any Offerings to provide Managed Services to any Customers that are United States government or NATO customers unless specifically approved on a case by case basis by the Corelight public sector team.

11. INTELLECTUAL PROPERTY & RESTRICTIONS.

- 11.1. **Ownership.** Neither party grants the other party any rights or licenses not expressly set forth in this Agreement. The Offerings (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. Corelight and its suppliers have and will retain all rights, title and interest (including all patent rights, copyrights, trade secret rights, trademarks, service marks, related goodwill and confidential and proprietary information) in and to its Trademarks (including all goodwill arising from their use), the Offerings, any underlying software and all copies, improvements, updates, modifications and enhancements of the foregoing (including any changes which incorporate any Feedback, as defined in Section 11.5 (Feedback)), and Partner does not acquire any rights of ownership in any of the foregoing. Notwithstanding any use of terms such as "purchase", "sale" or likewise hereunder, all Offerings other than Hardware are offered by Corelight on a license or subscription basis only.
- 11.2. **Restrictions.** Except as expressly authorized by this Agreement or an applicable Program addendum, Partner will not, and will not permit any third party to: (a) sell, provide access to, distribute or sublicense the Offerings to a third party, (b) incorporate the Offerings into Partner's products or services or resell the Offerings on a bundled or OEM basis (but this does not prohibit Partner from listing Offerings with Partner or third-party products on a quote or invoice provided to Customers); (c) use the Offerings for Partner's own benefit, or on behalf of, or to provide any product or service to, third parties, (d) use the Offerings to develop a similar or competing product or service, (e) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Offerings, except to the extent expressly permitted by applicable law (and then only with prior notice to Corelight), (f) modify or create derivative works of the Offerings, (g) copy any element of the Offerings, (h) remove, obscure or modify in any way any proprietary or other notices or attributions in the Offerings, (i) conduct any benchmark, stress tests or other review or analysis for the purpose of competing with Corelight.
- 11.3. **Monitoring.** Partner agrees that Corelight may monitor use of the Offerings to ensure quality, improve the Offerings, and verify Partner's compliance with the Agreement. If Corelight collects personal data as part of the foregoing, it is treated in accordance with Corelight's Privacy Notice, available at www.corelight.com/privacy or such successor site.
- 11.4. **Reservation of Rights.** Subject to the restrictions herein and the Section entitled Confidentiality, each party expressly reserves the right to: (a) develop or have developed its own products, services, functions, and techniques that are similar to or compete with the products, services, functions, and techniques developed or contemplated by the other party, and/or (b) work with or assist third parties who may offer products or services which compete with the other party's products or services.
- 11.5. **Feedback.** If Partner provides Corelight with feedback about the Offerings ("**Feedback**"), Corelight may use the Feedback without restriction. All Feedback is provided "AS IS".

12. WARRANTIES AND DISCLAIMER.

- 12.1. Offerings provided for free, or under not for resale, development, beta or evaluation licenses (collectively, "**No-Charge Offerings**") are provided "AS IS" without warranty of any kind, and Corelight disclaims all warranties, support obligations, and other liabilities and obligations associated with Partner's or Customer's use of such No-Charge Offerings.
- 12.2. Offerings are provided with the limited warranty as set forth in the Customer Agreement. Partner's sole and exclusive remedy, and Corelight's sole and exclusive obligation, with respect to any nonconformity, deficiency, warranty or defect with respect to the Offerings is as set forth in the Customer Agreement.

12.3. **Disclaimer.** THE OFFERINGS ARE PROVIDED HEREUNDER “AS IS”. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

13. INDEMNIFICATION.

13.1. **Partner Indemnity.** Partner will defend, indemnify and hold harmless Corelight and its Affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all claims, losses, damages, debts, settlements, liens, costs, attorneys’ fees, expenses and liabilities of any type whatsoever: (a) incurred or asserted by any Customer or arising out of or relating to any claim by a Customer, or (b) arising out of or relating to (i) any misrepresentation, negligent or tortious act or omission or breach of or default under this Agreement by Partner or by anyone else acting for or on behalf of Partner in connection with the promotion, distribution or other dealings with respect to any Offering, (ii) any representations or warranties made by or on behalf of Partner that are inconsistent with or in addition to any of the representations or warranties made by Corelight in this Agreement or in the Customer Agreement, or (iii) any violation of applicable law by Partner or any of its officers, directors, employees, agents or representatives.

13.2. **Procedures.** The indemnifying party’s obligations in this Section 13 are subject to receiving (a) prompt written notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party’s expense for reasonable out-of-pocket costs. The indemnifying party may not settle a claim without the indemnified party’s prior written consent (not to be unreasonably withheld) if the settlement would require the indemnified party to admit fault or take or refrain from taking any action. The indemnified party may participate in the defense of any claim with its own counsel at its own expense.

14. LIMITATIONS OF LIABILITY.

14.1. **Damages Waiver.** EXCEPT FOR EXCLUDED CLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE ANY LIABILITY FOR LOST PROFITS OR REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS ARISING FROM INACCURATE OR UNEXPECTED RESULTS ARISING FROM USE OF THE OFFERINGS; OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

14.2. **Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY’S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY CORELIGHT UNDER THE AGREEMENT IN THE SIX MONTHS PRECEDING THE FIRST EVENT OUT OF WHICH THE LIABILITY AROSE.

14.3. **Excluded Claims.** “Excluded Claims” means: (a) Partner’s breach of Section 11.2 (Restrictions), (b) Partner’s breach of its payment obligations to Corelight including any and all amounts payable and interest, (c) a party’s defense and indemnification obligations under Section 13 (Indemnification), (d) either party’s breach of Section 16 (Confidentiality), or (e) any other liability that cannot be limited by applicable laws.

14.4. NOTWITHSTANDING ANYTHING IN THIS SECTION 14 TO THE CONTRARY AND SO FAR AS PERMITTED BY LAW, CORELIGHT’S LIABILITY RELATING TO NO-CHARGE OFFERINGS WILL BE LIMITED TO US\$1,000.

14.5. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 14 (LIMITATIONS OF LIABILITY) APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

15. TERM & TERMINATION.

15.1. **Term.** The term of this Agreement will commence as of the date Partner does one of the following: (a) submits the Corelight partner application, (b) participates in the Program, (c) requests a quote for Offerings from Corelight or a Distributor, or (d) places an Order for the Offerings with Corelight or a Distributor, and continues until terminated by either party as provided herein (“Term”).

15.2. **Suspension.** Corelight may suspend its performance under the Agreement as set forth in Section 9.3. Corelight may immediately suspend Partner’s access to, or use of, the Offerings if: (a) Corelight believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings, (b) Partner is in breach of Section 11.2 (Restrictions), or (c) Corelight determines, in its sole discretion, that Partner or any

Customer has become a competitor of Corelight; provided, however, Corelight will use commercially reasonable efforts under the circumstances to provide Partner with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.

15.3. Termination.

- (a) **Termination Without Cause.** Either party may terminate the Agreement at any time without cause, which termination will become effective upon 90 days prior written notice to the other party, provided that each Order which is in effect on the termination date will continue in effect in accordance with its terms and the Agreement for the duration of the term specified therein.
- (b) **Termination by Corelight.** Corelight may terminate the Agreement and/or any Orders immediately upon written notice to Partner if Corelight determines, in its sole discretion, that Partner has become a competitor of Corelight.
- (c) **Termination With Cause.** Either party may terminate this Agreement and/or an Order(s) upon 30 days written notice in the event of the other party's material breach of the Agreement and such breach is not cured within such 30-day period. Notwithstanding this provision, there will be no required 30-day cure period for Corelight to terminate this Agreement if Partner violates the restrictions in Section 11.2 or breaches Section 17 (Compliance).

15.4. **Consequences of Termination.** Upon any expiration or termination of this Agreement, and subject to any sell-out or wind-down rights expressly granted under an applicable Program addendum, Partner will (a) cease to be an authorized reseller of Offerings, (b) immediately cease all advertising, marketing and other resale activities with respect to the Offerings, (c) cease use of the Offerings to the extent permitted under the Agreement, and any Trademarks or other Corelight resources provided under this Agreement and destroy any and all copies of such Offerings and Trademarks, (d) immediately pay Corelight or the Distributor any outstanding unpaid amounts and (e) pay Corelight or the Distributor the amounts, if any, which come due under any Order accepted prior to the date of termination as such amounts come due. In addition, upon any expiration or termination of this Agreement, each party will return or destroy (at the other party's option) any Confidential Information of the other party in its possession or control, provided that each party may maintain reasonable copies to the extent required by applicable law or for archiving purposes in accordance with its record retention policies. Any Customer licenses or subscriptions granted prior to the termination of the Agreement will survive in accordance with the terms of the applicable Customer Agreement, provided that in no event may such licenses be extended or renewed without the prior written consent of Corelight. The parties agree to continue cooperating to carry out an orderly termination of their relationship, and to the extent a Customer desires to purchase Offerings (including renewals and increasing Usage Metrics) following termination of the Agreement, Partner will refer the Customer to Corelight and fully cooperate with Corelight in connection therewith. Corelight will have no liability to Partner of any type arising from termination of this Agreement in accordance with its terms.

15.5. **Survival.** Sections 11 (Intellectual Property & Restrictions), 12.3 (Disclaimer), 13 (Indemnification), 14 (Limitations of Liability), 15 (Term & Termination), 16 (Confidentiality), 18 (General) will survive expiration or termination of the Agreement.

16. CONFIDENTIALITY.

16.1. **Definition.** Each party ("**Recipient**") agrees that any nonpublic information, software, inventions (whether patentable or not), algorithms, designs, know-how, ideas, product development plans, pricing and discounts, and all customer, business, technical, training and financial information (collectively, "**Confidential Information**") it obtains from the other ("**Discloser**") are the confidential property of the Discloser and its suppliers. Without limiting the foregoing, the Offerings (including their design and structure) and all information on Corelight's support portal constitute trade secrets and/or Confidential Information of Corelight or its licensors. Confidential Information does not include any information that (a) was publicly known at the time of the Discloser's communication thereof to the Recipient or becomes publicly known thereafter through no fault of the Recipient, (b) was in the Recipient's possession free of any obligation of confidentiality at the time of the Discloser's communication thereof to the Recipient, (c) is rightfully obtained by the Recipient free of any obligation of confidentiality from a third party authorized to make such disclosure without restriction, or (d) is identified by the Discloser as no longer proprietary or confidential.

16.2. **Use & Permitted Disclosures.** Except as expressly and unambiguously allowed herein, the Recipient will hold the Discloser's Confidential Information in confidence using the same degree (but no less than a reasonable degree) of care and protection that it uses to protect its own Confidential Information of a similar nature and not use or disclose any Confidential Information. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to those of its employees and contractors with a need to know such Confidential Information and who have signed a written

agreement with nonuse and nondisclosure provisions at least as protective of such Confidential Information as the terms of this Agreement. The Recipient may disclose Confidential Information to the minimum extent disclosure is required by court order or as otherwise required by law, on condition that (a) notice of such requirement for such disclosure is given to the Discloser prior to making any such disclosure (if permitted under applicable law), and (b) the Recipient ensures that any Confidential Information disclosed under this provision will still be afforded the protection of this Agreement to the extent it does not become publicly available as a result of such disclosure.

16.3. **Equitable Relief.** A breach by the Recipient of its obligations under this Section may cause irreparable harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the Discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

17. COMPLIANCE.

17.1. **Applicable Laws.** Partner will at all times conduct its efforts hereunder in accordance with all applicable laws, rules, directives and regulations. Partner will be responsible for current and ongoing familiarity and compliance with all laws, rules, directives and regulations applicable to the importation, distribution, marketing, sale, operation, use or support of the Offerings. Partner will not engage in any practice that constitutes trafficking in persons, slavery, forced labor or exploitative working conditions. Partner acknowledges the principles set forth in Corelight's Business Partner Standards and will act consistently with those applicable to Partner's performance under this Agreement. Partner represents and warrants that neither this Agreement nor Partner's performance hereunder is restricted by, in conflict with, or requires registration, approval, or tax withholding under, any law or regulation of any country or jurisdiction within the Territory or any jurisdiction from which Partner makes payments to Corelight. Partner will not make any claim to the contrary. Corelight is relying on this representation and warranty in entering into this Agreement.

17.2. **POS Information.** Partner agrees to provide timely and accurate point of sale ("POS") information to Partner's Distributor, or to Corelight, upon Corelight's request. Partner acknowledges that its provisioning of accurate and timely POS information is a material requirement of the Program and this Agreement, and is needed for processing orders, validating Customer entitlements to the Offerings, calculating applicable Program incentives (if available) that Partner may have earned, and for other business purposes.

17.3. **Export & Sanctions Compliance.** Partner will comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union, Singapore or other foreign agency or authority and will not import, export or re-export, or allow the import, export or re-export of, any Offering, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Pursuant to these laws, restrictions, and regulations, Partner will ensure that no Offering is, in the absence of authorization by U.S. and other applicable law as required, used by or exported, sold or re-exported to: (a) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time, or (c) any party who is known or suspected to be involved in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development, or production of missiles capable of delivering these weapons. Without limiting the foregoing, Partner will not use any Offering, technology or information it obtains or learns pursuant to this Agreement in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development or production of missiles capable of delivering these weapons.

17.4. **Anti-Corruption.** Partner will comply with all applicable global anti-corruption and anti-bribery laws, including the United States Foreign Corrupt Practices Act and UK Bribery Act (collectively, the "**Anti-Corruption Laws**"). Partner represents and warrants the following:

- (a) Partner will not: (i) attempt to, directly or indirectly, improperly influence the sale or purchase of Offerings by payments or other actions contrary to any Anti-Corruption Laws, or (ii) take any action or permit or authorize any action that would violate or cause Corelight to violate the Anti-Corruption Laws;
- (b) Partner will not, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money, gratification or anything of value to or for the use or benefit of any of the following: (i) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, e.g., the United Nations, or any person acting in any official

capacity for or on behalf of any government, state-owned business or public organization); (ii) any political party, official thereof, or candidate for political office; (iii) any other person if Partner or any partner, officer, director, employee, agent, representative or shareholder of Partner knows or has reason to suspect or know that any part of such money, gratification or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations; or (iv) any other person, where such payment is in contravention of Anti-Corruption Laws;

- (c) None of Partner's officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and Partner will immediately notify Corelight in writing should the foregoing change during the Term of this Agreement; and
- (d) Partner will keep its books, records and accounts in reasonable detail to (i) accurately and fairly reflect transactions, payments and dispositions of assets effected in connection with performance of this Agreement, and (ii) fulfill all record keeping requirements under Anti-Corruption Laws.

17.5. **Privacy.** Each party will comply with all applicable laws governing the collection, use and disclosure of personal data and must obtain any required consents with respect to the handling of personal data. Corelight's management of personal data is described in Corelight's Privacy Notice, available at www.corelight.com/privacy or such successor site.

18. GENERAL.

18.1. **Trademarks.** Each party grants the other party a non-exclusive, revocable, license during the Term to use the party's name, logo, service marks and other trademarks ("Trademarks") for the promotion of the Offerings. Such use must be in accordance with each party's usage guidelines for the Trademarks. Each party will not register any domain name that is similar to any of the other party's Trademarks. Partner must also comply with Corelight's marketing guidelines for use of Corelight's logo contained in the latest Program Guide.

18.2. **Notices.** All legal notices will be given in writing to: (a) Corelight, Inc., 548 Market Street, PMB 77799, San Francisco, CA 94104, USA (attention: Legal Dept) with an electronic copy to legal@corelight.com, and (b) Partner at the address Partner provides to Corelight or that Corelight otherwise has on file. Notices will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) 5 business days after being sent by registered or certified mail (or 10 days for international mail). For clarity, orders, purchase orders, confirmations, invoices, notifications related to updated or discontinued Offerings and Program Guide(s) and other documents relating to the administration of the Program, order processing, and payments are not legal notices and may be delivered electronically in accordance with each party's standard procedures. Notices regarding updates to the Program Guide, price and product changes, or Program changes, or offers may be provided through email and/or other web interface. All such notices are effective on the day posted or emailed to Partner.

18.3. **Assignment.** Partner may not assign this Agreement without the prior written consent of Corelight except: (a) to an Affiliate of Partner in connection with a corporate reorganization, or (b) in connection with a merger, acquisition, or sale of all or substantially all of Partner's business and/or assets; provided, that in either (a) or (b), Partner provides Corelight written notice at the time of such assignment, change of control or other transfer of the Agreement. Such written notice must contain the following: Partner entity name, new entity name, new entity incorporation type and location, new entity headquarter address, new entity designated administrator name and email, new entity authorized signer name and email, and the effective date of assignment or change of control. Any assignment in violation of this Section 18.3 (Assignment) will be void. For Partner assignments or delegations requiring consent, Corelight will have complete discretion to grant or withhold consent. At any time, Corelight may assign its rights or delegate its duties in whole or in part under the Agreement. If such assignment is to a third party, Corelight or the new entity will notify Partner. Subject to the foregoing, all rights and obligations of the parties under this Agreement will be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

18.4. **Independent Contractors; No Third-Party Rights.** For all purposes under this Agreement, each party will be and act as an independent contractor of the other and will not bind nor attempt to bind the other to any contract. This Agreement does not confer any benefits on any third parties unless it expressly states that it does.

18.5. **Entire Agreement, Construction, Amendment & Execution.** This Agreement, including all online terms referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the

parties relating to the subject matter of this Agreement, and all past dealing or industry custom. Without limiting the foregoing, no Partner purchase order, onboarding forms, terms of business or other documentation will be deemed to modify an Order or the Agreement unless expressly pre-authorized in writing by Corelight. The Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument. A party's electronic signature or transmission of any document by electronic means will be deemed to bind such party as if signed and transmitted in physical form.

- 18.6. **Interpretation, Waivers & Severability.** In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation. Unless otherwise expressly provided, all remedies under this Agreement are cumulative and not exclusive. Corelight and Partner agree that any Order (or portion thereof) will be deemed separable from any other Order (or portion thereof). Waivers must be granted in writing and signed by the waiving party's authorized representative. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force.
- 18.7. **Records and Audit.** Partner will maintain complete, clear and accurate records of its transactions and performance under this Agreement. Upon 10 days' advance written notice, Partner will permit Corelight or its representative to audit Partner's records to ensure Partner's compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Partner's ordinary business activities. Partner will maintain all records required under this Agreement for at least 3 years following expiration or termination of the Agreement.
- 18.8. **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control and occurring without that party's fault or negligence.
- 18.9. **Governing Law & Venue.** This Agreement is governed by and construed in accordance with the laws of the State of California, USA (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods), and unless otherwise elected by Corelight in writing for a particular instance or prohibited by applicable law, the sole jurisdiction and venue for any court claims will be the state and U.S. federal courts located in San Francisco, California, USA, and both parties consent to the jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

Appendix – Definitions

“Affiliate”	Means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party.
“Customer”	Means an end-user customer of the Offerings who purchases such Offerings for its internal business use and not for transfer or resale.
“Customer Agreement”	Means the then-current version of the Corelight terms and conditions governing a Customer’s use of the Offerings available at https://www.corelight.com/legal/agreements (or such successor URL as may be designated by Corelight), as may be periodically updated by Corelight.
“Distributor”	Means a Partner authorized by Corelight as a “Distributor” and who will obtain Offerings pursuant to a Distributor Agreement.
“Documentation”	Means the applicable standard technical documentation published by Corelight that are customarily provided to end-user customers of the Offerings, as updated by Corelight from time to time.
“Managed Services”	Means the provision of ongoing management, monitoring, operation and/or support of the Offerings by an MSP to or on behalf of an End User, as further described in the MSP Addendum.
“MSP”	Means a Partner authorized by Corelight as a “Managed Service Provider” or “MSP” and who will obtain Offerings pursuant to the MSP Addendum.
“MSP Addendum”	Means the addendum which governs Partner’s provision of Managed Services upon Corelight’s designation of Partner as an MSP.
“Offerings”	Means Corelight’s generally available products and services as modified from time to time. Offerings may include: (a) Corelight’s cloud products (“ Cloud Products ”), (b) Corelight-provided hardware or equipment, including any components or replacements thereto (“ Hardware ”), (c) Corelight software provided on a stand-alone basis or provided on or with any Hardware and any generally available fixes, updates and upgrades to any of the foregoing (“ Software ”), and Corelight’s consulting services, professional services or support services (collectively, “ Services ”).
“Order”	Means an order for the Offerings issued by Partner to Corelight or to Partner’s Distributor, and accepted by Corelight.
“Partner Portal”	Means the online portal for one or more Programs that Corelight makes available to Partner.
“Program”	Means the Partner programs Corelight offers to Partners to participate in accordance with this Agreement, or in applicable Program addendum(s), as further described in the Program Guide.
“Program Authorization”	Means a separate form signed by Corelight which sets forth Partner’s authorizations and rights to distribute the Offerings.
“Program Guide”	Means the then-current version of the document(s) that describe the Program(s), partner types, levels, benefits and requirements applicable to Partner, including, where applicable, discounts and deal registration.
“Territory”	Means the geographic region(s) where the Partner is authorized to market and sell the Offerings as specified in the Program Authorization, and from time to time, in Corelight’s sole discretion, or to the extent required by law, the country designated on the Corelight quote to Partner.
“Usage Metrics”	Means the limits, metrics or other measurements or conditions of permitted usage of the Offering as specified in the Order, Documentation or Customer Agreement.