

## CORELIGHT MSP ADDENDUM

This MSP Addendum (“**Addendum**”) is incorporated by reference into the terms of Partner’s applicable distributor, reseller or other channel partner agreement with Corelight (“**Agreement**”) only if Partner has been authorized in writing via a Program Authorization as a Managed Service Provider (Partner, in such capacity, “**MSP**”). This Addendum supplements the Agreement and governs Partner’s purchase of Offerings for use in connection with Managed Services (as defined below). In the event of a conflict between this Addendum and the Agreement, this Addendum will control with respect to Partner’s activities as an MSP.

1. **DEFINITIONS.** Any capitalized terms in this MSP Addendum, but not defined, will have the meanings attributed to such terms in the Agreement.
  - 1.1. “**Effective Date**” means the date Corelight first issues a Program Authorization as an MSP to Partner.
  - 1.2. “**End User**” means a third-party customer of MSP that will use the Offerings for its internal business use in connection with receiving Managed Services from MSP.
  - 1.3. “**Managed Services**” means the software, products, services and support provided by MSP to its own third-party customers, including through access, use, management and support of the Offerings on behalf of an End User, as applicable.
  - 1.4. “**MSP Order**” means a separate Order for Offerings pursuant to this MSP Addendum specifying that it is for the provision of Managed Services by MSP to its End Users with respect to the Offerings that is submitted by MSP and accepted by Corelight. An MSP Order shall specify: (a) the identity of the End User for which the Managed Services are to be provided, (b) requested subscription start and end dates, and (c) any other specifics relevant to use of the Offerings (i.e., hosting region, data retention) as applicable.
  - 1.5. “**MSP Order Term**” means, with respect to each MSP Order, the initial subscription term for the Offerings specified in the MSP Order and all renewals thereof (if any).
2. **APPOINTMENT OF MSP.** Subject to all the terms and conditions of this MSP Addendum and the Agreement, Corelight hereby appoints MSP as a non-exclusive provider of Managed Services to its End Users in the Territory during the applicable MSP Order Term. Use by End User is subject in all cases to End User’s compliance with the provisions of the applicable Customer Agreement, which provisions may be reflected in MSP’s applicable agreement with each End User agreement as set forth in Section 3.2 below. Corelight expressly retains all rights not expressly granted to MSP under this Addendum, including, without limitation, the right to market and sell its products and/or services in the Territory and directly or through other Corelight partners.
3. **MSP RESPONSIBILITIES & RESTRICTIONS.**
  - 3.1. Subject to the terms and conditions of this MSP Addendum and the Agreement, during the Term of this Addendum, Corelight grants MSP a non-transferable, non-sublicensable, non-exclusive license to: (a) demonstrate the Offerings features and functionality to potential customers, (b) install, manage, access and use the Offerings on behalf of End Users, solely in accordance with the Documentation and the terms of this Addendum, and (c) use the Offerings to support End Users as contemplated herein, provided with respect to all rights specified in (a)-(c) above, all such rights are granted solely in connection with MSP’s delivery of Managed Services to End Users. MSP may grant End Users the right to use and access the Offerings solely as necessary for their receipt of the Managed Services consistent with the terms of the Customer Agreement.
  - 3.2. In the case of Managed Services, Offerings are made available (without rights to sublicense) pursuant to the Customer Agreement, this Addendum and the Agreement solely for MSP’s use on behalf of and for the benefit of its End Users, and in all cases strictly in accordance with the accompanying Documentation and any other use restrictions applicable for that Offering (including the terms and conditions set forth at [www.corelight.com/legal/offering-specific-terms](http://www.corelight.com/legal/offering-specific-terms), as may be updated by Corelight from time to time). MSP will ensure that its agreement with each End User contains terms at least as protective of Corelight as those set forth in the then-current Customer Agreement. With respect to MSP’s use of the Offerings in connection with Managed Services, if there is a conflict between the terms of this Addendum and the Customer Agreement, the terms of this Addendum will control.
4. **SUPPORT.** MSP is responsible for providing support to End Users for the Offerings used in MSP’s performance of Managed Services. Provided that MSP is current in the payment of all fees due to Corelight, Corelight will provide

technical support and maintenance to MSP for the Offerings to the level of support purchased by MSP and in accordance with Corelight's then current technical support policy.

5. **CLOUD PRODUCT OFFERINGS.** If MSP is providing Cloud Products as part of the Managed Services, the terms in this Section 5 will apply.

5.1. The Managed Services may operate by forwarding certain portions of End Users' data ("**Forwarded Data**") to Corelight owned or controlled servers located in the United States and other countries. MSP represents and warrants that MSP: (a) is legally permitted and authorized to access, and to provide Corelight with access to, the Forwarded Data, and (b) will, together with End User, otherwise use the Offerings and Managed Services only in a legal manner. During the applicable MSP Order Term, MSP, on behalf of itself and its End User, grants to Corelight a non-exclusive, non-transferable, non-assignable (except as expressly provided in this Addendum or the Agreement), worldwide, royalty-free, fully-paid license to access and use Forwarded Data to provide the Offerings and as necessary to monitor and improve the Offerings. Corelight reserves the right to monitor MSP's use of the Offerings and the data collected therein, which may include reviewing Forwarded Data collected by or stored in the Offerings as necessary to ensure compliance with applicable law and with the terms of the Agreement. Corelight will not access Forwarded Data except to provide the Offerings to MSP, to prevent or address service or technical problems, to take measures to comply, or to assist MSP, or its End User, in complying with applicable law, at MSP's request in connection with support matters, or as otherwise expressly provided in the Agreement. MSP, on behalf of End User, not Corelight, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of or right to use all Forwarded Data.

5.2. The Data Protection Addendum located at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements) ("**DPA**") will apply to the subject matter of this MSP Addendum, unless MSP's End User and Corelight have agreed to a separate data protection agreement. For purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, MSP, MSP's End User and its applicable Affiliates are each the data exporter, and MSP's signing of, or entering into, an MSP Order will be treated as the signing by MSP, MSP's End User, or its applicable Affiliates of the Standard Contractual Clauses and their Appendices.

6. **MSP DISCOUNTS.** If MSP is purchasing the Offerings directly from Corelight, the terms in this Section 6 will apply.

6.1. MSP acknowledges that any MSP discounts extended by Corelight are intended for use solely for deals in which MSP is providing Managed Services to the End User, and are not to be used for deals in which MSP is only reselling Corelight Offerings. Use of the MSP discounts in violation of this section is a material breach of the Agreement, and MSP will immediately refund the MSP discounts to Corelight. This obligation is in addition to any other rights and remedies available to Corelight under this Addendum or the Agreement.

7. **TERM & TERMINATION.**

7.1. Notwithstanding any contrary provision in the Agreement, the term of this Addendum ("**Term**") will begin as of the Effective Date and continue through the earlier of: (a) the expiration or termination of the last MSP Order to be in effect (including any applicable Sell-Out Period under Section 7.2), or (b) the termination of the Agreement by Corelight for cause under the Agreement.

7.2. Except where this Addendum or the Agreement is terminated by Corelight for cause, MSP may continue to provide the Managed Services to those then-current End Users with subscription periods in effect as of the date of such termination or expiration through the end of the subscription period for the Managed Services as set forth in their applicable agreement with MSP ("**Sell-Out Period**"). All terms and conditions of this Addendum and the Agreement will continue to apply during this Sell-Out Period.