

CORELIGHT 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 (DIRECTLY WITH CORELIGHT, INC. (“CORELIGHT”) OR VIA A CORELIGHT-AUTHORIZED DISTRIBUTOR), YOU AND ANY COMPANY OR ENTITY THAT YOU ARE ACTING FOR (“PARTNER”) AGREE TO THE TERMS AND CONDITIONS OF CORELIGHT’S PARTNER AGREEMENT (“AGREEMENT”). 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 REQUEST A QUOTE OR PLACE AN ORDER WITH CORELIGHT.

1. DEFINITIONS.

- 1.1. “**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.
- 1.2. “**Authorized Distributor**” means a distributor authorized by Corelight to distribute the Offerings to Partner.
- 1.3. “**Business Partner Standards**” means Corelight’s “Business Partner Standards” available at www.corelight.com/legal/partner-agreements (or such successor URL as may be designated by Corelight).
- 1.4. “**Customer**” means an end-user customer of an Offering.
- 1.5. “**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.
- 1.6. “**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.
- 1.7. “**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
 - (d) Corelight’s consulting services, professional services or support services (collectively, “**Services**”).
- 1.8. “**Order**” means an order for the Offerings issued by Partner to Corelight or to Partner’s Authorized Distributor and accepted by Corelight as described in Section 5 (Orders & Purchasing) of this Agreement.
- 1.9. “**Partner Program**” means Corelight’s then-current partner program for Corelight-authorized partners.
- 1.10. “**Program Guide**” means the then-current version of the documents that describe the Partner Program, partner types, levels, benefits and requirements applicable to Partner, including, where applicable, discounts and deal registration. The Program Guide can be found by asking Partner’s Corelight channel representative.
- 1.11. “**Territory**” means the country(ies) where the Partner is authorized to market and sell the Offerings as communicated in writing to Partner by Corelight, 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. Under no circumstances will the Territory include any region or country where the United States government prohibits sales by United States companies, and any region or country designated as such by the United States government after the Territory is determined will automatically be removed without further action by the parties.
- 1.12. “**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.

2. PARTNER PROGRAM OVERVIEW.

- 2.1. **Enrollment.** Applicants must complete the partner application, agree to the Partner Agreement, meet the applicable partner qualifications and be accepted into the Partner Program by Corelight in order to participate in the Partner Program. Acceptance into the Partner Program is at Corelight’s sole discretion. Corelight may terminate Partner’s Partner Program participation or modify Partner’s partner status level as set forth in the Program Guide if Partner fails to achieve or maintain the Program Guide requirements.

- 2.2. **Program Guide Updates.** Corelight may revise the Program Guide from time to time in its sole discretion. Corelight will provide notice of the new Program Guides by posting on a web page accessible by Partner, by email or some other written format. Partner's continued participation in the Program following such notice (including via posting) of the revised Program Guides will constitute Partner's acceptance and agreement to the new Program Guide. The revised Program Guide automatically supersedes the prior version. The new Program Guide applies prospectively only from the date it is posted.
- 2.3. **Partner Affiliates.** Any Partner Affiliate 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 Partner Program, including any use of the Offerings hereunder. Alternatively, Partner Affiliates may: (a) sign a participation agreement in a form mutually acceptable to the parties, or (b) separately apply to the Partner Program, and in either case, agree to the Partner Agreement. If accepted into the Partner Program, each Partner Affiliate will bear responsibility for its own acts and omissions. A Partner Affiliate may only place an order if it has been accepted into the Partner Program.
3. **RESALE & DISTRIBUTION.**
- 3.1. **One-Time Resellers.**
- (a) Partners designated by Corelight as "**One-Time Resellers**" may purchase Offerings from Corelight or from an Authorized Distributor (as applicable) to resell to a single Customer located in a Corelight-approved country on a quote-by-quote basis. One-Time Resellers are not entitled to any Partner Program benefits.
 - (b) Subject to the terms and conditions of this Agreement, Corelight hereby grants One-Time Reseller a one-time, non-exclusive non-transferable and non-sublicensable right to resell the Offerings directly to the Customer, solely for the Customer's own internal business use (i) only as packaged by Corelight with the Documentation intact, (ii) within the applicable Usage Metrics, and (iii) subject to the Customer Agreement. This right to resell does not apply to any other end user or services or products (including without limitations any sale to any related, organization or affiliate, or to any subsequent, additional or renewal sales to the same Customer).
- 3.2. **Resellers.**
- (a) Partners designated by Corelight as "**Indirect Resellers**" may purchase Offerings from an Authorized Distributor and market and sell the Offerings to Customers only in the Territory. Partners designated by Corelight as "**Direct Resellers**" may purchase Offerings from Corelight and market and sell the Offerings to Customers only in the Territory. 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 an Authorized 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 Reseller" and together with "Indirect Reseller", are collectively referred to as "**Reseller(s)**").
 - (b) Subject to the terms and conditions of this Agreement and the Program Guide, during the Term, Corelight hereby grants Reseller 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 (i) only as packaged by Corelight with the Documentation intact, (ii) within the applicable Usage Metrics, and (iii) subject to the Customer Agreement. If all or part of the Reseller's Territory is within the European Union, distribution of Offerings to a Customer outside the Territory but within the European Union in response to such Customer's unsolicited order is not prohibited; Reseller may not engage in or initiate or encourage any marketing, promotion, or advertising outside, or intended or likely to reach outside, the Territory.
- 3.3. **Exceptions and Limitations.** Unless Corelight expressly pre-approves in writing, or as may be required per applicable law, Partner may not resell Offerings to Customers or third parties for further resale, redistribution, sharing or transfer. To resell to the U.S. government, Partner must first obtain an executed authorization letter from Corelight's public sector division.
- 3.4. **Non-Exclusive.** The rights granted to Partner hereunder are non-exclusive and nothing under this Agreement will be deemed to prohibit Corelight from entering into any reseller, end-user license, services or other agreement with any party anywhere in the world either during or after the Term.
- 3.5. **Availability of Offerings.** Corelight reserves the right at any time, in its sole discretion, to have Offerings that are not eligible for resale or distribution under the Agreement. Future Offerings are deemed added to the Partner Program at such time as Corelight designates them for resale or distribution under the Partner 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. 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 not prohibited by law or court order or ruling.

4. CONDUCT & OBLIGATIONS.

- 4.1. **Partner Conduct.** Partner will: (a) conduct business in a manner that reflects favorably at all times on the Offerings, goodwill and reputation of Corelight, (b) avoid misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement, and (c) refrain from making any representations, guarantees, warranties or commitments regarding the Offerings: (i) in addition to or inconsistent with those provided by Corelight with respect to the Offerings or (ii) on Corelight's behalf. 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.
- 4.2. **Brand Elements.** During the Term, Corelight grants Partner a non-exclusive, non-transferable, and revocable license to use Corelight's trademarks, service marks, names, logos, marketing collateral or similar materials provided by Corelight for use under this Agreement (collectively, "**Brand Elements**"), subject to this Agreement and any quality standards and usage guidelines that Corelight specifically prescribes. Partner may use Corelight's Brand Elements only as necessary for Partner's performance under the Agreement and as specifically approved by Corelight in writing. Partner will promptly cease any use of Corelight's Brand Elements upon request. At no time during or after the Term will Partner: (i) register or acquire any domain names that contain any terms that are the same or similar to the Offerings or Corelight's domains, (ii) challenge or assist others to challenge Corelight's trademark rights in the Brand Elements or the registration thereof, (iii) attempt to register or acquire any trademarks confusingly similar to those in the Brand Elements, or (iv) use the Brand Elements except as expressly permitted in this Agreement.
- 4.3. **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 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.
- 4.4. **POS Information.** Partner agrees to provide timely and accurate point of sale ("**POS**") information to Partner's Authorized 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 Partner Program and this Agreement, and is needed for processing orders, validating Customer entitlements to the Offerings, calculating applicable Partner Program incentives (if available) that Partner may have earned, and for other business purposes.
- 4.5. **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. Corelight makes any warranties regarding the Offerings directly to the Customer as set forth in the Customer Agreement, and any refund provided as a remedy for such warranties will be provided in accordance with Section 5.1(g) (Customer Refunds and Service Credits). For clarity, Partner has no authority to (and may not) alter, remove or negotiate the terms of the Customer Agreement or Quote 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.
- 4.6. **Partner Access to Offerings.** If Partner receives access to Offerings directly from a Customer (e.g., in Partner's capacity as a contractor of Customer), then Partner's access or use of any Offering on behalf of a Customer will remain subject to the applicable Customer Agreement between Corelight and such Customer, with Partner as an authorized "User" (or other applicable end user) of such Customer under the Customer Agreement. Except as expressly provided in this Section 4.6, Partner receives no other access to the Offerings in connection with

this Agreement. If Partner purchases any Offerings for its own use, its use of such Offerings will be governed by the Customer Agreement between Partner and Corelight and not this Agreement.

5. **ORDERS & PURCHASING.** The Offerings may be obtained by Partner directly from Corelight, or upon approval from an Authorized Distributor, or as otherwise approved by Corelight.

5.1. **Orders with Corelight.**

- (a) **Form of Order.** If Partner purchases from Corelight, it must purchase and place orders for Offerings with Corelight by providing Corelight with: (i) an executed Corelight quote, (ii) Partner's purchase order referencing and consistent with the Corelight approved quote, and/or (iii) 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.
- (b) **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 received by Corelight, (i) Order(s) are non-cancellable by Partner and (ii) all payments are non-refundable except as otherwise expressly provided for in this Agreement.
- (c) **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. 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. Corelight may invoice Partner for Offerings upon receipt of an Order in accordance with the invoicing frequency as set forth in the applicable Order.
- (d) **Payment.** Unless otherwise provided for in Corelight's quote to Partner: (i) Partner will pay Corelight within thirty days of Corelight's invoice date, and (ii) 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.
- (e) **Taxes.** Partner is responsible for all taxes, withholding, duties and other governmental assessments (other than Corelight's franchise taxes or taxes based upon Corelight's net income), including goods and services, sales or use tax, VAT or similar taxes, provided that Corelight will not invoice Partner for taxes to the extent Partner has provided an appropriate tax exemption certificate. If any deduction or withholding is required by law, Partner 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.
- (f) **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 reasonable commercial 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.
- (g) **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: (i) issue the appropriate refund or service credit directly to the Customer in lieu of a refund or service credit to Partner or (ii) 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 5.1(g), Corelight will not issue any refunds or service credits to Partner under this Agreement.

- 5.2. **Purchases via an Authorized Distributor.** If Partner purchases Offerings from an Authorized Distributor, then all pricing and purchase terms will be negotiated solely between Partner and the Authorized Distributor. Corelight will have no liability under Partner's purchase orders (including any obligations or terms therein) placed with Authorized Distributors.
- 5.3. **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 Partner Program, Partner's profits or margins, or its ability to continue to participate in the Partner Program or sell to any Customers in the future.
- 5.4. **Collection.** Partner will be solely responsible for collecting all fees from Customers. In addition to any other rights or remedies Corelight has under this Agreement, including under Section 11, Corelight may suspend or terminate its performance under this Agreement (including, but not limited to no longer providing quotes, or benefits of the Partner Program to Partner) and/or the Customer Agreement at any time if the Partner fails to pay Corelight or the Authorized Distributor for the Offerings. Corelight will have no obligation to cease to provide or suspend the Offerings to any Customer. Non-payment by Customers will not relieve Partner of its obligation to pay fees to Corelight.

6. SERVICES.

- 6.1. **Installation.** 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.
- 6.2. **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 Offerings' 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 an additional agreement with Corelight, (c) must provide such support in accordance with the Program Guide (or such additional agreement, if any), (d) obtain certain training level certifications, as required by Corelight, and (e) will not prevent Customers from contacting Corelight for support.

7. INTELLECTUAL PROPERTY & RESTRICTIONS.

- 7.1. **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 Brand Elements (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 7.5 (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.
- 7.2. **Restrictions.** 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 except as expressly authorized in this Agreement, (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 (but this does not limit any separate Partner access to Offerings under Section 4.6 (Partner Access to Offerings)), (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.

- 7.3. **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.
- 7.4. **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.
- 7.5. **Feedback.** If Partner provides Corelight with feedback about the Offerings ("**Feedback**"), Corelight may use the Feedback without restriction. All Feedback is provided "AS IS".
8. **WARRANTIES AND DISCLAIMER.**
- 8.1. **No-Charge Offerings.** Offerings provide for free, or under not for resale, development, beta or evaluation licenses 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 Offerings.
- 8.2. **Offerings for Resale.** Corelight warranties (if any) are provided directly to Customer in the applicable Customer Agreement.
- 8.3. **Disclaimer.** THE OFFERINGS ARE PROVIDED HEREUNDER "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR OR 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.
9. **INDEMNIFICATION.**
- 9.1. **Partner Indemnity.** Partner will defend, indemnify and hold harmless Corelight and its Affiliates, and their respective officers, directors, employees, representatives and 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.
- 9.2. **Procedures.** The indemnifying party's obligations in this Section 9 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.
10. **LIMITATIONS OF LIABILITY.**
- 10.1. **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 PRODUCTS OR SERVICES; 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.
- 10.2. **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.
- 10.3. **Excluded Claims.** "**Excluded Claims**" means: (a) Partner's breach of Section 7.2 (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 9 (Indemnification), (d) either party's breach of Section 12 (Confidentiality), or (e) any other liability that cannot be limited by applicable laws.

10.4. NOTWITHSTANDING ANYTHING IN THIS SECTION 10 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.

10.5. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 10 (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.

11. TERM & TERMINATION.

11.1. **Term.** This 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 Partner Program, (c) requests a quote for Offerings from Corelight or an Authorized Distributor, or (d) places an Order for the Offerings with Corelight or an authorized Distributor, and continues until terminated by either party as provided herein ("**Term**").

11.2. **Suspension.** Corelight may suspend its performance under the Agreement as set forth in the Section 5.4 (Collection). 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 7.2 (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.

11.3. 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.

(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 7.2 or breaches Section 13 (Compliance).

11.4. **Consequences of Termination.** Upon any expiration or termination of this Agreement, 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 Brand Elements or other Corelight resources provided under this Agreement and destroy any and all copies of such Offerings and Brand Elements, (d) immediately pay Corelight or the Authorized Distributor any outstanding unpaid amounts and (e) pay Corelight or the Authorized 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.

11.5. **Customer Agreements.** 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.

11.6. **Survival.** Sections 3.4 (Non-Exclusive), 5.1(d) (with respect to payment obligations accrued as of the date of expiration or any termination), 5.1(g) (Customer Refunds & Service Credits), 7 (Intellectual Property &

Restrictions), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitations of Liability), 11 (Term & Termination), 14 (General) will survive expiration or termination of the Agreement. Unless otherwise terminated as set forth in this Agreement, Orders in effect at termination will survive the termination of the Agreement; the Agreement will survive to the extent applicable only with respect to such Orders in effect at termination.

12. CONFIDENTIALITY.

- 12.1. **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.
- 12.2. **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.
- 12.3. **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.

13. COMPLIANCE.

- 13.1. **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.
- 13.2. **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.

13.3. **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**”) and with Corelight’s Business Partner Standards. 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.

13.4. **Unfair Competition.** Partner will comply with all applicable global antitrust or competition laws. Partner has not and will not engage in any action to unlawfully fix or set prices for the Offerings or engage in conduct prohibited by applicable global antitrust or competition laws.

13.5. **Privacy.** Each part 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.

13.6. **Policies & Reporting.** Partner will: (a) to the extent not already completed, promptly complete the Corelight compliance due diligence questionnaire and promptly report to Corelight any changes to such questionnaire, (ii) review and comply with the Business Partner Standards, and (iii) promptly notify Corelight by emailing legal@corelight.com if Partner has any concerns regarding the topics discussed in this Section.

14. GENERAL.

14.1. **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) five business days after being sent by registered or certified mail (or ten 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 Partner 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 Partner 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.

14.2. **Assignment.** At any time, Corelight may assign its rights or delegate its duties in whole or in part under the Agreement to any of its Affiliates. Partner may not assign this Agreement without the prior written consent of Corelight except: (a) to a Partner Affiliate 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 14.2 (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.

- 14.3. **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.
- 14.4. **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. Other than: (a) the online terms referenced herein (which Corelight may update from time to time) and (b) as set forth in Section 2.2 (Program Guide Updates), this Agreement will not be modified, amended or supplemented, except by a mutual signed writing. 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.
- 14.5. **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.
- 14.6. **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.
- 14.7. **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.
- 14.8. **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.