

Compliance Certification

This Corelight Compliance Certification (“**Certification**”) is incorporated into the applicable channel partner agreement entered into by Corelight and Partner (“**Agreement**”). Any capitalized terms not defined in this Certification will have the meanings set forth in the Agreement. Please review the statements below regarding Partner carefully. 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 hereby certify, on behalf of Partner, the following:

1. **Compliance with Anti-Corruption Laws.** In connection with its relationship with Corelight, Partner, and all of its employees, officers, and directors, and any other third parties working for Partner or performing activities on Partner’s behalf, (a) have complied with and shall comply with all applicable laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations (collectively, the “Anti-Corruption Laws”); and (b) have kept and shall keep accurate books, accounts, and records.
2. **Conviction, Debarment, Suspension.** Partner has not been convicted of or pleaded guilty to (or otherwise been adjudicated as culpable for) an offense involving fraud, corruption, or similar offense, and has not been listed by any government agency as debarred, suspended, proposed for the foregoing actions, or otherwise ineligible for government procurement programs. Partner will notify Corelight promptly in the event of a change in status that causes the foregoing statement to no longer be true.
3. **Consequences of Violation.** In the event that any statements made herein are determined to be materially false, such statements shall be considered a material breach by Partner of Partner’s relationship (including any agreements) with Corelight and Corelight shall have the right to immediately terminate its relationship (and all agreements) with Partner.
4. **Training.** Partner has provided or will provide training and information to its officers, directors, employees, and any third parties utilized by Partner in connection with performance of the agreements between Partner and Corelight as necessary to ensure full compliance with the Anti-Corruption Laws and any other applicable laws.
5. **Certification.** Partner, by and through an authorized officer, will periodically, at Corelight’s request, complete Corelight’s Due Diligence Questionnaire and Compliance Certification and/or otherwise certify compliance in writing with Partner’s obligations set forth in this certification. Partner may be subject to additional due diligence, questions and training, as determined by Corelight in its sole discretion.
6. **Reporting Potential Violations.** Partner shall promptly inform Corelight’s Legal Department (legal@corelight.com) in writing should it or any of its officers, directors, or employees learn of, or suspect, any act or circumstance that may violate applicable laws in connection with its relationship with Corelight.
7. **No Affiliation with Government Officials – Disclosure Obligation.** Partner affirms that (1) none of its owners, directors, employees and, to its knowledge, third parties involved in the performance of its agreements with Corelight is a Government Official or a Close Family Member of a Government Official with the ability, or appearance of ability, to influence the performance of its agreements with Corelight; or that (2) it has fully described any such relationship in writing to Corelight’s Legal Department (legal@corelight.com). For purposes of this certification (A) “Government Official” means an officer or employee of any government; officer or employee of any public international organization; officer or employee of any department, agency, or instrumentality of any government or of any public international organization; officer or employee of any government-owned or government-controlled company; political party; political party official; or anyone, whether a private person or otherwise, acting in an official capacity on behalf of any of the above or of any government entity and (B) “Close Family Member of a Government Official” means the Government Official’s spouse, the Government Official’s or the spouse’s grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; the spouse of any of the above; or any other person who shares the same household with the Government Official. In the event there is a change in the information described in this paragraph, Partner shall promptly disclose such change to Corelight’s Legal Department in writing.
8. **Disclosure of Third Parties.** Partner shall not utilize or employ any Affiliate, third-party subcontractor, consultant, agent, or other intermediary, in connection with the performance of government-controlled entity procurement activities under its agreements with Corelight without express prior written consent from Corelight’s Legal Department (legal@corelight.com). Corelight will have the authority to accept or reject any proposed third party.
9. **Export Compliance.** Partner is not named on any U.S. government denied-parties list. Partner will not access or use any confidential information provided to it in the course of a business relationship between Corelight and Partner in a U.S.-embargoed country or region or in violation of any U.S. export law or governmental regulation.