

CORELIGHT MASTER SUPPLY AND SOFTWARE LICENSE AGREEMENT
FEDERAL END USER

This Agreement is effective as of the date set forth in the Statement of Work, Purchase Order, or similar document, ("Effective Date") between the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Corelight, Inc., a Delaware corporation with an office at 111 New Montgomery St. San Francisco, CA 94105 (Phone: 510-281-0760; E-mail: info@corelight.com) ("Company") and the "Customer," meaning the Government Customer (Agency) who, under the GSA MAS Program, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I ("GSA Order"), as such order may be revised from time to time.

Software: Corelight subscriptions as stated on the Order to the GSA MAS Contractor

Boxes: Corelight hardware sensors as stated on the Order to the GSA MAS Contractor

Support and Maintenance Services (annual): Support and Software updates and upgrades as set forth in the Terms and Conditions below

This Agreement includes the following Terms and Conditions and Exhibit 1, and contains, among other things, warranty disclaimers, liability limitations and use limitations. For additional products, an Order must be placed with the GSA MAS Contractor or you can negotiate directly with Company. Any different or additional terms of any related purchase order, confirmation, or similar form even if signed by the GSA MAS Contractor shall not create any right or obligation between the Customer and Company.

TERMS AND CONDITIONS

1. **Grant of Limited License.** Subject to all the terms of this Agreement, with respect to the Software set forth in a Statement of Work, Purchase Order, or similar document (an "Order"), Company grants Customer a nonsublicensable, nontransferable, nonexclusive, right to use the Software in the object code form only and only: (a) as installed by Company on the registered machines purchased by Customer and provided by Company (each a "Box"), (b) located at the applicable site(s) designated on an Order, (c) for the term identified in an Order, and (d) operated by Customer's personnel located at that Site. Customer shall not distribute any Software or Box to any customer or other third party, except contractors working at the Customer's site. Customer will be responsible for ensuring that use inconsistent with the foregoing is technologically prevented. Subject to all terms and conditions in this Agreement, Company grants to Customer a nonexclusive, nonsublicensable, nontransferable right and license to use the Documentation provided with the Software, solely in connection with its authorized use of the Software. Customer may make exact copies of the Documentation as reasonably needed to support its authorized use of the Software. "Documentation" means user instructions, help information and other technical documentation regarding the Software that are made available by Company to Customer, in electronic or other form. As between the parties, Company retains ownership

of all intellectual property rights used to create, embodied in, used in and otherwise relating to the Software, Boxes and Documentation. The Software and Documentation are licensed, not sold.

2. **Box Sale and Purchase.** Company will use reasonable commercial efforts to supply Customer with the quantities of Boxes set forth in the Order. Company will also use reasonable commercial efforts to supply Customer with additional quantities of Boxes agreed to by the parties in a subsequent Order, in accordance with the requirements of this Section 2. Although the Software is licensed, Boxes are sold to Customer.

3. **Restrictions.** Customer will maintain the copyright notice and any other notices that appear on any Software, Box, and Documentation (and any copies thereof). Customer will not (and will not allow any third party to) (i) disassemble, decompile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Software or Box (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software or Boxes for the benefit of any third party, (iii) adapt, combine, create derivative works of, translate, localize, port or

otherwise modify any Software, Box or Documentation, (iv) use any Software, Box, Documentation or any other Company Confidential Information to create any software, platform or documentation that is similar to any of the Software, Box or Documentation, or (v) use the Software or any Box, or allow the transfer, transmission, export, or re-export of any Software, Box or portion thereof in violation of any export control laws or regulations. All the limitations and restrictions on the Software or Boxes in this Agreement also apply to Documentation. Except as expressly provided herein, the Software shall not be removed or transferred from any Box, without the prior written consent of Company.

4. Implementation Services. Customer may order implementation services available on the GSA Schedule pursuant to the terms of the GSA MAS Contract ("Implementation Services). Such Implementation Services shall be set forth in an Order that shall include the scope of Implementation Services, the anticipated schedule, and the deliverables (if any) to be provided. Company agrees to perform such Implementation Services in a commercially reasonable manner. Customer shall provide Company with (i) one (1) designated contact for all questions and issues relating to Implementation Services; (ii) access to Customer's facilities and office support as may be reasonably requested by Company; and (iii) the services of sufficiently qualified Customer personnel as may be reasonably necessary to enable Company to perform the Implementation Services. Customer hereby grants to Company all rights, licenses and permissions necessary and/or useful in connection with its performance of the Implementation Services. Unless otherwise provided in an Order Customer acknowledges and agrees that any and all work product resulting from an Order Form shall be and remain the sole and exclusive property of Company, and Company grants Customer a nonsublicensable, nontransferable, nonexclusive license to use such work product solely in connection with the Software and Boxes for its internal use consistent with the terms of this Agreement.

5. Support and Maintenance. While the license for Software has not been terminated (as set forth herein), Company will use reasonable commercial efforts to provide the support and maintenance services for the Software and Boxes as described in Company's then standard support terms and conditions ("Support and Maintenance Services"), which can be found at

<https://www.corelight.com/pdf/support-policy.pdf> and is included as Exhibit 1 to this Agreement.

6. License Termination. All licenses will terminate upon expiration of the applicable license term, as negotiated by the Customer and the GSA MAS Contractor, or as directed by a court of competent jurisdiction. Upon termination, Customer shall immediately cease all use of all affected Software and Boxes and return all affected Software and Boxes (and all portions thereof) and so certify to Company. Except as otherwise expressly provided herein, the terms of the Agreement shall survive termination.

7. Indemnification. To the extent permitted by 28 U.S.C. §516, Company shall defend, indemnify and hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Software of any United States patent, copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to Software or portions or components thereof (i) not supplied by Company, (ii) made in whole or in part in accordance to Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of such Software is not strictly in accordance with this Agreement.

8. Limited Warranty and Disclaimer. Company warrants to Customer that for a period of thirty (30) days from Customer's first acquisition of the Software or Box that such Software and Box will materially conform to the applicable Documentation. For clarity, any Box provided by the Company is off-the-shelf, is subject to the terms and conditions of this Agreement, and shall not be deemed to be "Software". This warranty covers only problems reported to Company during the warranty period. The Implementation Services are warranted to be performed in a professional manner in accordance with industry standards.

ANY LIABILITY OF COMPANY WITH RESPECT TO THE SOFTWARE, BOXES OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO SOFTWARE OR BOXES REPLACEMENT. EXCEPT FOR THE FOREGOING, ALL SOFTWARE, BOXES, IMPLEMENTATION SERVICES AND SUPPORT AND MAINTENANCE SERVICES (AND ANY RESULTS THEREFROM) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, COMPANY DOES NOT WARRANT RESULTS OF USE OF THAT THE SOFTWARE OR BOXES ARE BUG FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.

9. Embedded Reporting / Compliance Routine; Data Access and Use; Termination of Access; Audit.

Customer acknowledges that Software contains automated reporting routines that may, depending on the configuration provided by Company, automatically identify and analyze certain aspects of use and performance of the Software and/or the systems on which they are installed (including problems and issues that arise in connection therewith), and provide reports to Company. The MAS Contractor will be entitled to inspect the installation and configuration of such Software and systems from time to time on reasonable notice. Provided it does not identify Customer, Company will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality, and may allow others to do so. Company may disable Customer's ability to access and/or use the Software upon the expiration or termination of the Customer's license upon written notice, and Customer shall not do anything to prevent Company's ability to disable such Software or attempt to access or use the Software after such disabling without the express written permission of Company. If Customer's security requirements included in the Order are met, the GSA MAS Contract or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice (of at least five days) and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be

cleared prior to accessing sensitive facilities. The GSA MAS Contractor will give Customer written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) if Customer's security requirements are not met and upon the GSA MAS Contractor's request, Customer will run a self-assessment with tools provided by and at the direction of the GSA MAS Contractor ("Self-Assessment") to verify Customer's compliance with this Agreement. The audit shall be limited to evaluating Customer's compliance with this Agreement. The GSA MAS Contractor's right to audit under this Agreement shall survive termination or expiration of this Agreement for one year.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, COMPANY SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT FOR THE ORDER GIVING RISE TO THE LIABILITY DURING THE SIX MONTH PERIOD PRIOR TO THE CAUSE OF ACTION, OR (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

11. U.S. Government Rights. The Software, Boxes and Documentation ("Licensed Products") are "commercial items" as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Company provides the Licensed Products, including any related software, technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only

those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies except under the GSA Schedules. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Company to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for the EULA, the Government agrees to return the Licensed Product, unused, to Company. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.

12. Miscellaneous. Any notice, report, approval or consent required or permitted hereunder shall be in writing. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be eliminated and all other provisions of this Agreement shall otherwise remain in full force and effect and enforceable. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the United States federal law.

**EXHIBIT 1
Corelight Support and Maintenance Services**

Customer is entitled to receive only the support and maintenance services specified for the applicable support level that Customer has ordered and actually paid for as set forth in the table below. Capitalized terms that are not defined in this Exhibit have the meaning given to them in Corelight Master Supply and Software License Agreement – Federal End User.

Support Level	Support Hours	Software Support	Box Onsite Target Replacement Time	Onsite Spare Box Availability	Fees
Standard	Business Hours: 9:00 AM – 6:00 PM PT Mon-Fri	Software updates to the then- current release	Next Business Day shipping	Available 1+1 or N+1	[Included in the subscription price]

1. **Support and Maintenance Services.** Support and Maintenance services consist of using commercially reasonable efforts to provide (a) telephone and e-mail support to correct Errors pursuant to Section 2 below, (b) online support portal access, (c) Software updates that Corelight Inc (“Company”) makes generally available to its customers without additional charge, and (d) support for Boxes as set forth in Section 3 below. Company will only provide Support for the previous sequential release to the Software for six (6) months following the then-current release of the applicable Software and Customer is solely responsible for installing applicable updates if Customer wishes to continue to receive Support following such six (6) months.

2. **Error Priority Levels.** Company shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level assigned to such Error by Company (in Company’s sole discretion). Customer will cooperate with Company to the extent reasonably necessary to facilitate the provision of support and maintenance.

Error Priority Level	Definition and Scope	Measures
Priority 1 Errors	Error that causes Customer’s use of the Software to be stopped, or so severely impacted that Customer cannot continue use of the Software, <i>e.g.</i> , data unavailability, severe performance problems, or network down.	(i) assign engineers to correct the Error; (ii) escalate to management if protracted; (iii) provide Customer with periodic reports on the status of the corrections; and (iv) in the case of Software, initiate work to provide a Workaround or Fix or, in the case of Boxes, initiate Hardware Support pursuant to Section 3 below.
Priority 2 Errors	Error that causes important Software features to be unavailable, but Customer’s use is continuing, <i>e.g.</i> , moderate performance problems, intermittent software faults, or network degradation.	(i) assign engineers to correct the Error; (ii) provide Customer with periodic reports on the status of the corrections; and (iii) in the case of Software, include a Workaround or Fix for the Error in the next regular Software maintenance release or, in the case of Boxes, initiate Hardware Support pursuant to Section 3.
Priority 3 Errors	Error that causes less significant Software features to be unavailable or minimal business impact, but Customer’s production use is continuing.	(i) assign engineers to correct the Error; (ii) provide Customer with periodic reports on the status of the corrections; and (iii) include a Workaround or Fix in a later major release of the Software if needed.
Priority 4 Errors	Error that is not a Priority 1 Error, Priority 2 Error, or Priority 3 Error, <i>e.g.</i> , request for information or administrative requests.	(i) acknowledge Customer’s problem report; and (ii) commence reasonable efforts to correct the Error.

3. **Hardware Support.** Company will use commercially reasonable efforts to correct any Box Errors before authorizing a repair or replacement, and to commence the replacement within the Box Onsite Target Replacement Time if a replacement is required. Replacement parts may be new or refurbished at Company's option. Defective parts must be returned following Company's standard RMA policy communicated to Customer by Support. If Customer does not follow Company's RMA policy, Company may not authorize a repair or replacement under this policy.
4. **Exclusions.** Company shall have no obligation under this Agreement with respect to: (i) altered or damaged Software or any portion of the Software incorporated with or into other software and/or hardware, as applicable; (ii) any Software that is not the then-current release or the immediately previous sequential release; (iii) Software problems caused by Customer's negligence, abuse or misapplication, use of Software other than as specified in Company's user manual or other causes beyond the control of Company; (iv) Software installed on any hardware that is not supported by Company; (v) third party products not provided by Company; or (vi) interpreting the logs exported by the Software.
5. **Definitions.** "Error" means any reproducible defect in the Software that causes it not to perform substantially in accordance with the corresponding Software documentation. "Box Onsite Target Replacement Time" means the time Company targets to commence the Box replacement at Customer's premises after Company has diagnosed and determined that Box parts replacement are required. "Workaround" means a change in the procedures followed by Customer to avoid an Error without substantially impairing Customer's use of Software. "Fix" means the repair or replacement of object or executable code versions of a Software or documentation to remedy an Error.
6. **Miscellaneous.** If Customer purchased these Support Services directly from Company, or if Customer purchased Company Support Services through a Company-authorized reseller, distributor or service partner but renews those services directly with Company, the Agreement that governs the Support Services Customer purchased is this Agreement unless updated agreement terms have been agreed to, in writing.