



**CORELIGHT, INC.**  
**END USER LICENSE AGREEMENT**

This End User License Agreement (the "Agreement"), effective as of the last date executed below, applies to the purchasing of Sensor(s) (defined below) and the licensing of Software (defined below) provided by Corelight, Inc. (the "Company") by you (the "Customer") (each, a "Party") via an authorized Company reseller or distributor ("Vendor").

**1. Grant of Limited License.**

**1.1.** Subject to all the terms of this Agreement including the receipt by Company of all fees, with respect to any software provided by Company to Customer ("Software" and together with any Sensors (as defined below), the "Product")), Company grants Customer a nonsub licensable, nontransferable, nonexclusive, right to use Product solely for Customer's internal business operations and only : (a) located at the applicable site(s) designated by Customer when making an order (each, a "Site"), (b) during the Software subscription term, (c) operated by Customer's personnel located at the Site and (d) as installed by Company on the registered machines provided by Company (each a, "Sensor"), if applicable. Customer may request evaluate Product provided that any Product provided by Corelight to Customer for evaluation shall be governed by Company's evaluation agreement which is available at <https://www3.corelight.com/evaluation-license-agreement>.

**1.2.** CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE MAY INCLUDE FEATURES TO PREVENT USE OF THE SOFTWARE AFTER THE APPLICABLE SUBSCRIPTION TERM AND/OR ANY USE INCONSISTENT HERewith. Customer shall not distribute any Product to any customer or other third party. Customer may not make any copies of the Software for any purpose whatsoever. Customer will be responsible for ensuring that use inconsistent with the foregoing is technologically prevented.

**1.3.** Subject to all terms and conditions in this Agreement, Company grants to Customer a nonexclusive, nonsub licensable, nontransferable right and license to use the Documentation, 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.

**1.4.** Company retains ownership of all intellectual property rights used to create, embodied in, used in and otherwise relating to the Software, Sensors or Documentation. Customer may move any Sensor(s) (and the Software thereon) to a new Site within the United States upon 30 days' prior written notice to Company.

**2. Restrictions.** Customer will maintain the copyright notice and any other notices that appear on any Software, Sensor, 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 Sensor (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 Sensors for the benefit of any third party, (iii) adapt, combine, create derivative works of, translate, localize, port or otherwise modify any Software, Sensor or Documentation, (iv) use any Software, Sensor, Documentation or any other Company Confidential Information to create any software, platform or documentation that is similar to any of the Software, Sensor or Documentation, (v) use the Software or any Sensor, or allow the transfer, transmission, export, or re-export of any Software, Sensor or portion thereof in violation of any export control laws or regulations, or (vi) use the Software or Sensor for any purposes other than for cyber defensive purposes only. All the limitations and restrictions on the Software or Sensors in this Agreement also apply to Documentation. Except as expressly provided herein, the Software shall not be removed or transferred from any Sensor, without the prior written consent of Company. Any breach of these restrictions would result in an immediate withdrawal of Customer's license to operate the Software and/or Sensor(s). Except for the limited license(s) set forth herein, Corelight, and/or its licensors, own all title and proprietary rights, including without restriction all intellectual property rights, in and to the Software and Documentation, all copies thereof, and any modifications or derivatives made by Customer to the Software in violation of this Agreement, all of which contain valuable trade secrets of Corelight and/or its licensors.

**3. Support and Maintenance.** Support for the Software and Sensors will be provided by Company in accordance with Company's then-current support terms for such Software and Sensors, as they may be updated from time to time.

**4. Fees and Payment.** Customer will pay the applicable fees set forth in Customer's agreement with Vendor, including, without limitation fees for the subscription license to the Software, the purchase of the Sensor(s) and maintenance fees (collectively, "Fees"). In addition, Customer will pay all freight, taxes, duties, withholdings and the like, promptly upon invoice. Company may, in its discretion, increase the subscription fees for Software and/or support at the beginning of any renewal term; provided that, Company provides Vendor with notice of such increase at least sixty (60) days prior to the beginning of the applicable renewal subscription term. If Company does not provide such notice, the fees for the renewal term will be the same as the preceding term (discounts do not carry over on any renewal unless otherwise expressly provided on the applicable order form). For clarity, with respect to any subsequent Sensor purchases or any additional Software licenses, Company is not bound by the prices on any prior order form entered into by the parties.

**5. License Termination.** Upon termination or expiration of any Software subscription all licenses will terminate upon thirty (30) days. Either Party may terminate this Agreement, in whole or in part, for the other Party's material breach (including Customer's breach of its payment obligations) that is not cured within thirty (30) days of the date of receipt of notice of the breach from the non-breaching Party. Upon termination, or if a license ceases to be effective, Customer shall immediately cease all use of all affected Software, destroy the Software (including all accompanying Documentation), all copies of such Software (and all portions thereof) and all Company Confidential Information. Upon Company's request, Customer shall provide Company a certificate of destruction evidencing compliance with the foregoing. Except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

**6. Warranty Disclaimer.** Company warrants that the Sensor (hardware) will be free from material defects for a period of 12 months from the date of original shipment to Customer. For the Software, Company warrants that such Software will perform substantially in accordance with specifications for such Software provided by Company, for a period of ninety (90) days from the date of original shipment to Customer. All warranty service provided with respect to the Software and Sensor will be provided by Vendor, and Customer shall make any and all warranty requests only through Vendor and in compliance with Vendor's then-current RMA procedure. Any support or services on the Sensor or Software is a services arrangement and shall not impact any warranty. ANY LIABILITY OF COMPANY WITH RESPECT TO THE SOFTWARE, SENSORS OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF SUCH SOFTWARE OR SENSORS. EXCEPT AS OTHERWISE REQUIRED BY LAW, ALL SOFTWARE, SENSORS, AND DOCUMENTATION (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 SENSORS ARE BUG FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.

**7. 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. Company 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. Company may disable Customer's ability to access and/or use the Software upon the expiration or termination of the

Customer's license, 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. Customer shall permit Company or its designee to examine and audit Customer's records and all supporting records at reasonable times, once per year upon five (5) days' notification of the intent to audit. The audit shall be limited to evaluating Customer's compliance with this Agreement. Company's right to audit under this Agreement shall survive termination or expiration of this Agreement for one year.

#### **8. Limitation of Liability.**

**8.1.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR A PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY), TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS AND RESELLERS 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 (III) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR HOWEVER INCURRED BY A PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

**8.2.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR A PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE SPECIFIC EQUIPMENT, SOFTWARE, SUPPORT OR SERVICES AT ISSUE.

**8.3.** THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT BE PRECLUDED BY CONTRACT.

#### **9. Confidentiality.**

**9.1.** "Confidential Information" means any information which is disclosed by a Party (the "Discloser") in connection with this Agreement, directly or indirectly, in writing, orally or by drawings or inspection of equipment or software, to the other Party (the "Recipient") or any of its employees or agents and that is designated or marked as "confidential" or "proprietary" at the time of disclosure or that, based on the circumstances surrounding the disclosure, the Recipient knows or reasonably should know is considered confidential. Confidential Information shall also include the Software and all documents provided with the Sensor that contain Company's confidential trade secret information.

**9.2.** The restrictions on disclosure set forth in this Section 9 shall not apply to Confidential Information which: (i) becomes publicly known without breach of this Agreement; or (ii) the Recipient can show by written records was rightfully in its possession prior to the disclosure by the Discloser or becomes rightfully known to the Recipient without confidential or proprietary restriction from a source other than the Discloser; (iii) is approved for disclosure without the restriction in a written document which is signed by a duly authorized officer of the Discloser, or (iv) is independently developed by the Recipient prior to the disclosure without reference to the Discloser's Confidential Information.

**9.3.** Recipient may use the Discloser's Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Agreement. Recipient agrees to take the same care with the Discloser's Confidential Information as it does with its own information of a similar nature, but in no event with less than a reasonable degree of care. Recipient shall limit access to the Confidential Information to those persons having a need to know such information, provided that each such employee and consultant is subject to a written agreement containing confidentiality obligations no less protective than those contained in this Agreement. Recipient may disclose Confidential Information: (i) insofar as disclosure is reasonably necessary to carry out and effectuate the terms of this Agreement; (ii) insofar as the Recipient is required by law or legal proceedings to disclose such information provided that the Recipient provides the Discloser with prompt written notice of such requirement to enable the Discloser to seek a protective order; (iii) insofar as disclosure is necessary to be made to the Recipient's independent accountants for tax

or audit purposes; and (iv) insofar as the Parties may mutually agree in writing upon language to be contained in one or more press releases. In addition, neither Party will disclose to any third party the terms of this Agreement without the prior written consent of the other Party.

**10. Miscellaneous.** Neither the Agreement or the licenses granted hereunder are assignable or transferable by Customer without the prior written consent of Company; any attempt to do so shall be void. However, notwithstanding the foregoing, either Party may assign this Agreement in its entirety to (i) any affiliate of such Party; (ii) any successor in interest to such Party by way of merger or consolidation; or (iii) a purchaser of all or substantially all of the assets of such Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. 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 limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California, without regard to the United Nations Convention on the International Sale of Goods. Any waivers or amendments shall be effective only if made in writing and signed by both parties. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action.

**11. U.S. Government Rights.** This Section 11 applies only if Customer is an agency or other part of the U.S. Government. The Sensors, Software 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 12.2 11 (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. 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. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Corelight, Inc.	
By (sign):	By (sign):
Print Name:	Print Name:
Title:	Title:
Date:	Date: