CrowdStrike Falcon Complete Limited Warranty Agreement

This CrowdStrike Limited Warranty Agreement ("Warranty Agreement") is entered into by CrowdStrike, Inc. ("CrowdStrike") and the Customer named below ("Customer") as of the date of the last signature below ("Warranty Effective Date"). This Warranty Agreement is not valid unless signed by both CrowdStrike and Customer. For good and valuable consideration, the sufficiency of which is hereby acknowledged, CrowdStrike and Customer agree as follows:

1. **Warranty**
   1.1. <u>Scope</u>. If Customer experiences a Security Incident in its Protected Environment during the Warranty Period, Customer's sole and exclusive remedy will be under this limited warranty, subject to the terms herein, for the reimbursement of Covered Expenses that directly result from such Security Incident ("Payments") up to a maximum amount not to exceed the applicable Cap set forth in Table 1:

Table 1

Customer's licensed Endpoint quantity for its Falcon Complete subscription that corresponds to the Warranty Period	"Cap" for the Warranty Period (USD)*
Up to 4,999	$100,000
5,000 – 10,000	$500,000
10,001 and above	$1,000,000

*Aggregate Cyber Extortion Payments during the Warranty Period shall not exceed $100,000 USD and shall be part of, not in addition to, the applicable Cap.

Aggregate Payments for multiple Security Incidents that have Discovery Dates in the Warranty Period shall not exceed the Cap. This limited warranty extends only to Customer and its Covered Expenses, and does not extend to any third parties (including, but not limited to, suppliers, service providers, end-clients, employees or agents of Customer) or any of their losses or damages.

   1.2. <u>Pre-existing and Related Security Incidents</u>. This limited warranty does not extend to Pre-existing Incidents or Related Security Incidents that include a Pre-existing Incident. Except as set forth in this Section 1.2, all Covered Expenses resulting from a Related Security Incident shall be subject to the terms, conditions, exclusions and Cap in effect on the Discovery Date of the first discovered Security Incident that forms part of the Related Security Incident.

   1.3. <u>Disclaimer</u>. Except for the limited warranty provided in Section 1.1 of this Warranty Agreement and any warranties provided in the Customer Agreement, Falcon Complete (including without limitation the Falcon Platform and Falcon Sensor), is provided AS IS. CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGMENT WITH RESPECT TO FALCON COMPLETE. THERE IS NO WARRANTY THAT FALCON COMPLETE WILL BE ERROR FREE, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. FALCON COMPLETE IS NOT FOR USE ON ENDPOINTS USED IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, EMERGENCY COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of Falcon Complete on Endpoints interfacing with such applications and systems.

2. **Reimbursement Qualification**. To be eligible for Payments:
   2.1. During the entirety of the Warranty Period: (a) Customer must have a valid Falcon Complete subscription; and (b) Customer's Covered Endpoints must be in the Measured Security Posture (or higher) at all times;

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2.2. At the time the Security Incident first occurs, Customer must be using on the Endpoint(s) that experienced such Security Incident the most-recent version of the Falcon Sensor made available by CrowdStrike to Customer (which, as of the Warranty Effective Date, is identified by CrowdStrike as the "QA Test Build") or one of the immediately two prior production versions;

2.3. The Event Date and Discovery Date of the Security Incident must occur during the Warranty Period;

2.4. Customer must notify CrowdStrike in accordance with Section 3 below;

2.5. Customer must be in compliance with its Customer Agreement, including without limitation any payment obligations; and

2.6. During the entirety of the Warranty Period, Customer must reasonably cooperate with CrowdStrike, including without limitation by implementing all reasonable remediation steps provided by CrowdStrike and providing all reasonably requested information and complying with the reimbursement process set forth in Section 4.

3. **Notification.** If CrowdStrike discovers during the Warranty Period a Security Incident that occurred during such Warranty Period, CrowdStrike shall notify Customer of such Security Incident in accordance with the Falcon Complete Operating Model guide. If Customer discovers during the Warranty Period a Security Incident that occurred during such Warranty Period, Customer shall notify CrowdStrike of such Security Incident by sending an email to warrantyclaim@crowdstrike.com no later than three (3) days after the Discovery Date of such Security Incident. Customer shall have fifteen (15) days from the date (a) CrowdStrike provides notice of a Security Incident to Customer; or (b) Customer provides notice of a Security Incident to CrowdStrike, to notify CrowdStrike of Customer's intent to request Payments by sending an email to warrantyclaim@crowdstrike.com ("Reimbursement Request").

4. **Reimbursement Request Process**.
   4.1. <u>Reimbursement Request Requirements</u>. A separate Reimbursement Request must be submitted to CrowdStrike for each Security Incident. Such Reimbursement Request shall include all information available to Customer regarding the Security Incident.
   4.2. <u>Submission of Reimbursement Request</u>. CrowdStrike shall review the Reimbursement Request and Customer shall provide any additional information reasonably requested by CrowdStrike at any time. By submitting the Reimbursement Request to CrowdStrike, Customer authorizes CrowdStrike to share any information that is reasonably necessary to assess the validity of the Reimbursement Request with Carrier, provided Carrier is under an obligation to keep such information confidential. Reimbursement Requests made under this limited warranty are subject to Carrier's standards of review. If Carrier denies coverage to CrowdStrike for any Reimbursement Request, notwithstanding anything to the contrary in this Warranty Agreement, CrowdStrike shall have no obligation to make any Payments for such Reimbursement Request to Customer.
   4.3. <u>Payments</u>. CrowdStrike shall have no obligation to make Payments that are prohibited by law. Customer shall submit proof of Covered Expenses in accordance with CrowdStrike's instructions. During the Warranty Period and for a period of three (3) years thereafter, CrowdStrike shall have the right at its own expense to inspect, and Customer shall maintain and provide, Customer's records related to such Covered Expenses upon reasonable written request during regular business hours.

5. **Choice of Law; Arbitration**. Notwithstanding any dispute resolution or venue provisions in the Customer Agreement: (1): any dispute, claim, or controversy arising out of or relating to this Warranty Agreement or the existence, breach, termination, enforcement, interpretation, or validity of this Warranty Agreement, including the determination of the scope or applicability of this arbitration clause, (each, a "Dispute") shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such rules (which rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of California, USA; and (2) any Customer claims under the Customer Agreement that are in any way related to a Dispute or Falcon Complete shall also be subject to this arbitration provision. The seat, or legal place, of arbitration shall be Santa Clara, California, USA. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select the third arbitrator. If the two party-appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be selected in accordance with the applicable rules of the arbitration body.

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Each arbitrator shall be independent of all parties to the arbitration and shall have suitable experience and knowledge in the subject matter of the Dispute. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. The language to be used in the arbitral proceedings shall be English.

6. **Insurance**. CrowdStrike has obtained one or more insurance policies to cover its obligations under this Warranty Agreement. Customer is not an insured under such insurance policies. Where approved by CrowdStrike, Customer agrees to communicate directly with Carrier regarding Reimbursement Requests (including without limitation obtaining prior written approvals) and to provide the same information and cooperation required under this Warranty Agreement to any Carrier issuing such an insurance policy. Notwithstanding the foregoing or anything else herein to the contrary, (a) the parties do not intend for this Warranty Agreement to be deemed a contract of insurance under any laws or regulations and (b) this Warranty Agreement shall be null and void in any country or other jurisdiction in which it is deemed to be a contract of insurance.

7. **General**
   7.1. <u>Entire Agreement</u>. This Warranty Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Warranty Agreement and it supersedes any prior or concurrent proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. For the avoidance of doubt, this Warranty Agreement is in addition to the Customer Agreement and except as expressly set forth herein, nothing in this Warranty Agreement is intended to supersede, modify or amend the Customer Agreement, including the warranties therein.
   7.2. <u>Limitation of Liability</u>. IN NO EVENT WILL CROWDSTRIKE OR ITS SUPPLIERS BE LIABLE (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST DATA, DATA RESTORATION, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; AND IN NO EVENT SHALL CROWDSTRIKE'S LIABILITY UNDER OR ARISING FROM THIS WARRANTY AGREEMENT EXCEED CUSTOMER'S CAP AS SET FORTH IN SECTION 1.1 ABOVE FOR THE WARRANTY PERIOD. Multiple claims or Security Incidents shall not expand the limitation specified in the foregoing sentence. Any Payments, damages or losses paid under this Warranty Agreement shall accrue towards any liability cap set forth in the Customer Agreement. If such liability cap is determined to be invalid under applicable law, this Warranty Agreement shall be deemed null and void.
   7.3. <u>Term; Termination; Assignment</u>. This Warranty Agreement shall commence on the Warranty Effective Date and continue until the one-year anniversary of the Warranty Effective Date ("Warranty Period"), unless terminated earlier in accordance with this Section 7.3 or the Customer Agreement, and provided Customer's Falcon Complete subscription and Customer Agreement have not terminated or expired.Termination of the Customer Agreement shall terminate this Warranty Agreement. Termination of this Warranty Agreement shall not terminate the Customer Agreement. Customer may not assign this Warranty Agreement without the prior written consent of CrowdStrike, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets provided Customer provides CrowdStrike with notice of any such assignment no later than thirty (30) days after such assignment or change in control event is public. Any assignment in violation of this Section shall be void and shall void this limited warranty. Subject to the foregoing, all rights and obligations of the parties under this Warranty Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.
   7.4. Except to the extent a Reimbursement Request arises out of an event that is later determined (1) not to be a Security Incident, or (2) to relate to a Pre-Existing Incident, CrowdStrike hereby waives any and all rights it has or may have to reimbursement of Payments from Customer. Customer shall promptly (but in no event later than 30 days after written notice) reimburse CrowdStrike for all Payments related to a Reimbursement Request that arises out of an event that is later determined not be a Security Incident or that relates to a Pre-Existing Incident.
   7.5. This Warranty Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any

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agreement or provision contained herein or contemplated hereby. For the avoidance of doubt, only the Customer has the right to enforce this Warranty Agreement or pursue claims relating to it against CrowdStrike.

8. **Definitions**.
   8.1. "**Affiliate**" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).
   8.2. **"Carrier"** means the insurance carrier underwriting this warranty.
   8.3. **"Compliance Action"** means (1) a request for information, civil investigative demand, administrative action or civil proceeding brought by a federal or state government entity or agency against Customer, or (2) an action brought by, or written demand from, a payment card association seeking an assessment, fee, fine or penalty for a violation of the PCI Data Security Standard.
   8.4. **"Covered Expenses"** means solely (and to the exclusion of all other fees, expenses, losses, settlements and damages) the following reasonable and necessary fees and expenses to the extent incurred by Customer as a result of a Security Incident: (1) Forensic Investigation Expenses; (2) Legal Consultation Expenses; (3) Post-Security Incident Expenses; (4) Public Relations Expenses; and (5) Cyber Extortion Payments. The foregoing fees and expenses constitute "Covered Expenses" only if: (1) incurred by Customer after having obtained CrowdStrike's prior written approval to obtain such services or incur such expenditures; (2) invoiced by a third-party provider that has been preapproved in writing by CrowdStrike; (3) incurred by Customer within one (1) year following the Discovery Date of the applicable Security Incident; and (4) payment and/or reimbursement does not violate any applicable domestic or foreign law, statute, regulation or rule as determined by CrowdStrike in its sole discretion. The foregoing fees and expenses incurred by a Customer's Affiliate as a result of a Security Incident on a Covered Endpoint owned, operated, or leased by such Customer's Affiliate shall, for purposes of this definition only, be deemed expenses incurred by Customer.
   8.5. **"Covered Endpoint"** means any Endpoint (a) that has the Falcon Sensor installed on it and (b) with an operating system that is (i) listed in the applicable Documentation as fully supported by CrowdStrike and (ii) fully supported by the operating system manufacturer.
   8.6. **"Customer Agreement"** means the agreement between CrowdStrike and Customer governing Customer's Falcon Complete subscription.
   8.7. **"Cyber Extortion Payment"** means money, cryptocurrencies (including the cost to obtain cryptocurrency) or other consideration that Customer surrenders to a natural person or group believed to be responsible for a Security Incident in order to resolve such Security Incident, and that is preapproved in writing by CrowdStrike.
   8.8. **"Discovery Date"** means the earlier of (1) the date Customer first discovers the Security Incident or (2) the date CrowdStrike first discovers the Security Incident.
   8.9. "**Documentation**" means CrowdStrike's end-user technical documentation included in the Falcon Platform for Falcon Complete.
   8.10. **"Endpoint"** means any physical or virtual device that is under ownership, operation or control of, or is leased by, Customer. For clarity, control includes the authority to install the Falcon Sensor on the Endpoint.
   8.11. **"Event Date"** means the date the Security Incident or Pre-existing Incident first occurred; provided, however, that each Security Incident that forms part of a Related Security Incident shall be deemed to have the Event Date of the earliest Security Incident or Pre-existing Incident (if applicable) that forms part of the Related Security Incident.
   8.12. **"Falcon Complete"** means: (1) EPP Advanced (Prevent + Insight + Discover); (2) Falcon Platform; (3) OverWatch; and (4) Falcon Complete Team.
   8.13. **"Falcon Platform"** means CrowdStrike's cloud software referred to as the Falcon Platform or Threat Graph.
   8.14. **"Falcon Sensor"** means CrowdStrike's Endpoint application for the Falcon Platform.
   8.15. **"Forensic Investigation Expenses"** means fees and expenses incurred by Customer to conduct an investigation (including a forensic investigation) to determine the cause and extent of a Security Incident.
   8.16. **"Legal Consultation Expenses"** means fees and expenses incurred by Customer to obtain data security-related legal advice after a Security Incident, including, without limitation advice related to notification content and requirements. Legal Consultation Expenses do not include any fees or expenses incurred in connection with the

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response to or defense of any actual, anticipated or threatened suit, action, proceeding, litigation or Compliance Action against the Customer.

8.17. **"Measured Security Posture"** means the configurations, settings, actions and remediations described in the then-current Falcon Complete Operating Model guide as "measured".

8.18. **"Personnel"** means Customer's employees, vendors and contractors.

8.19. **"Physical Event"** means fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God, loss or theft of a physical Endpoint, or any other physical event, however caused.

8.20. **"Post-Security Incident Expenses"** means fees and expenses incurred by Customer for (1) notifying individuals whose personally identifiable information may have been compromised by a Security Incident (including the cost of printing and mailing) and (2) identity theft call center assistance, identity restoration services, credit file or identity monitoring and/or victim expense reimbursement insurance made available to such notified individuals.

8.21. **"Pre-existing Incident"** means any unauthorized access to the operating system of an Endpoint that occurs either (1) before such Endpoint becomes a Covered Endpoint in the Protected Environment; or (2) before Customer's Warranty Period.

8.22. **"Protected Environment"** means the Covered Endpoints that are in the Measured Security Posture (or higher) and monitored by the CrowdStrike's Falcon Complete Team.

8.23. **"Public Relations Expenses"** means fees and expenses incurred by Customer for a public relations firm to advise the Customer on minimizing the harm to Customer and restoring public confidence in Customer after a Security Incident.

8.24. **"Related Security Incident"** means, collectively, the same, continuous, related or repeated Pre-existing Incidents and/or Security Incidents.

8.25. **"Security Incident"** means unauthorized access by a Third Party to the operating system of a Covered Endpoint in the Protected Environment that results in the malicious exfiltration, destruction and/or irreversible encryption of Customer and/or its Affiliate's data that Customer reasonably believes has value in excess of $5,000. Notwithstanding the foregoing, unauthorized access arising out of or resulting directly or indirectly from any of the following events does not constitute a Security Incident: (a) Customer whitelisting a Covered Endpoint or process; (b) Customer or Personnel altering or instructing CrowdStrike to alter configurations such that a Covered Endpoint falls below the Measured Security Posture; (c) Customer's or Personnel's failure to follow CrowdStrike's prevention or remediation instructions; (d) Customer's or Personnel's modification or alteration of Falcon Complete; (e) any fraudulent, criminal or malicious act of Customer or its Personnel, or any intentional or knowing violation of the law by Customer or its Personnel; (f) any Physical Event; (g) any form of Unrest; (h) the Third Party accessed the operating system of a Covered Endpoint in the Protected Environment from a portion of the Customer's network that is not part of the Protected Environment; and/or (i) the access or deletion of data via a legitimate application interface using authorized credentials.

8.26. **"Third Party"** means any entity or person except Customer and Personnel.

8.27. **"Unrest"** means strike or similar labor action, war, invasion, military action (whether war is declared or not), civil war, mutiny, popular or military uprising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against any of these events.

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BY THE SIGNATURES BELOW THIS WARRANTY AGREEMENT IS AGREED TO AS OF THE WARRANTY EFFECTIVE DATE:

CROWDSTRIKE, INC.   **CUSTOMER: El Dorado County**

By: _Mike Forman_   By: _____

Printed Name: Mike Forman   Printed Name: _____

Title: VP, Controller   Title: _____

Date: _____   Date: _____

CrowdStrike Confidential Information

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