



# COUNTY OF EL DORADO

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## Purchase Contract

Fiscal Year 2026

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CROWDSTRIKE INC

PO BOX 744689

LOS ANGELES, CA 90074-4689

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase  
Contract # 9896

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

<https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/PO-Terms-and-Conditions>

For Period: 01/16/2026 To 01/15/2027

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed)  
amount.

NTE: \$211,013.81

PRICING PER QUOTE Q-1376642

CONTRACT ADMINISTRATOR: AMANDA EARNSHAW, INTERIM DIRECTOR OF IT OR SUCCESSOR.

CROWSTRIKE TERMS AND CONDITIONS ARE INCORPORATED HEREIN AND MADE BY REFERENCE A PART OF THIS PURCHASE ORDER CONTRACT. EXCEPT FOR ANY REFERENCE MADE TO THE "CONFIDENTIALITY", IN CROWSTRIKE TERMS AND CONDITIONS IN WHICH CASE THIS PURCHASE ORDER CONTRACT IS SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION AND/OR RENEWALS OF SAME. COUNTY OF EL DORADO DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES. SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADED ARE NOT SUBJECT TO TAXATION PER THE STATE OF CALIFORNIA, CDTFA REGULATION SECTION 1502 OF TITLE 18 OF THE CALIFORNIA CODE OF REGULATIONS. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.

VENDOR CONTACT  
BREANA HUME  
650-465-4237  
BREANA.HUME@CROWDSTRIKE.COM

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

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150 Mathilda Place, Suite 300

Sunnyvale, California 94086 - United States

<http://www.crowdstrike.com>

Quote/Order

THE INFORMATION AND PRICING CONTAINED IN THIS QUOTE/ORDER IS CONFIDENTIAL

## Contract Details

**Order Date:** 07/01/2025

**Order #:** Q-1376642

**Customer Name:** El Dorado County

**Order Amount:** USD 211,013.81

**Prepared by:** Breana Hume

**Currency:** USD

**Prepared by Email:**

breana.hume@crowdstrike.com

**Valid Until:** 01/16/2026

## Customer Contact Information

**Bill to Account:** El Dorado County

**Ship to Account:** El Dorado County

**Bill to Phone:** +1 (530) 621-5655

**Ship to Contact:** Jaime Schrepfer

**Bill to Fax:** +1 (530) 626-8091

**Ship to Contact Email:** jaime.schrepfer@edcgov.us

**Bill to Address:** 300 Fair Ln, Placerville,  
California, 95667-4102 United States

**Ship to Phone:** 5412

**Ship to Fax:** +1 (530) 626-8091

**Ship to Address:** 300 Fair Ln, Placerville,  
California, 95667-4102, United States

## Payment Terms

**Payment Term:**

Net 30

Purchases:

Group2 (Jan 16, 2026 - Jan 15, 2027)

Products/Services	Product SKU	Term/ Months	Quantity	Net Unit Price	Net Total
Falcon Complete Next-Gen MDR	FC.CS.SOLN.FLEX	12	2,108	USD 51.30	USD 108,140.40
Threat Graph Extended Plus	CS.TG.EXP	12	2,108	USD 0.00	USD 0.00
Insight	CS.INSIGHTB.SOLN	12	2,108	USD 0.00	USD 0.00
Prevent	CS.PREVENTB.SOLN	12	2,108	USD 0.00	USD 0.00
Discover	CS.DISC.B.SOLN	12	2,108	USD 0.00	USD 0.00
Falcon Complete Subscription	CS.FALCOMPS.SVC	12	2,108	USD 0.00	USD 0.00
Overwatch	CS.OWB.SVC	12	2,108	USD 0.00	USD 0.00
CrowdStrike Falcon Intelligence	CS.INTEL.SOLN	12	2,108	USD 6.27	USD 13,217.16
Falcon Spotlight	CS.SPOTLT.SOLN	12	2,300	USD 7.15	USD 16,445.00



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Products/Services	Product SKU	Term/ Months	Quantity	Net Unit Price	Net Total
Falcon Device Control	CS.DEVICE.SOLN	12	2,300	USD 2.38	USD 5,474.00
Falcon Complete: Complimentary CID	CS.FALCOMPONBC.SOLN	12	1	USD 0.00	USD 0.00
Falcon Cloud Security Reserved - hourly average	CS.FCS.FLEX.RES.HA	12	192	USD 22.29	USD 4,279.68
Cloud Detection and Response	CS.CDR.SOLN	12	192	USD 0.00	USD 0.00
Falcon Horizon	CS.FALHORIZON.SOLN	12	192	USD 0.00	USD 0.00
Server Threat Graph Extended Plus	CS.TG.EXP.HPS	12	192	USD 41.77	USD 8,019.84
Overwatch Cloud Threat Hunting	CS.OWCSTH.SVC	12	192	USD 2.65	USD 508.80
Falcon Cloud Security Complete Upgrade	CS.FCSCU.SOLN	12	192	USD 25.60	USD 4,915.20
Essential Support	RR.HOS.ENT.ESTL	12	1	USD 10,594.65	USD 10,594.65
<b>Group2 (Jan 16, 2026 - Jan 15, 2027) TOTAL:</b>					<b>USD 171,594.730</b>

Next-Gen SIEM (Jan 16, 2026 - Jan 15, 2027)

Products/Services	Product SKU	Term/ Months	Quantity	Net Unit Price	Net Total
Falcon Next-Gen SIEM Additional Ingestion (qty = GB)	CS.NGSIEMG.SOLN	12	20	USD 611.46	USD 12,229.20
Falcon Next-Gen SIEM 365 Day Retention (qty = GB)	CS.NGSIEM365D.SOLN	12	30	USD 69.66	USD 2,089.80
Falcon Complete Next-Gen SIEM Upgrade (qty = GB)	CS.NGSIEMC.SOLN	12	30	USD 611.46	USD 18,343.80
Falcon Search Retention - 365 days	CS.FSR.365.SOLN	12	2,300	USD 10.04	USD 23,092.00
Essential Support	RR.HOS.ENT.ESTL	12	1	USD 4,489.32	USD 4,489.32
<b>Next-Gen SIEM (Jan 16, 2026 - Jan 15, 2027) TOTAL:</b>					<b>USD 60,244.120</b>



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**CANCELED PRODUCTS/SERVICES TABLE**

Canceled Products/Services (Jan 16, 2026  
- Mar 3, 2026) for Contract 00394072

Products/Services	Product SKU	Term/ Months	Quantity	Net Unit Price	Net Total
Falcon Complete Next-Gen MDR	FC.CS.SOLN.FLEX	2	-2,108	USD 6.16	USD -12,985.28
Insight	CS.INSIGHTB.SOLN	2	-2,108	USD 0.00	USD 0.00
Prevent	CS.PREVENTB.SOLN	2	-2,108	USD 0.00	USD 0.00
Discover	CS.DISCB.SOLN	2	-2,108	USD 0.00	USD 0.00
Falcon Complete Subscription	CS.FALCOMPS.SVC	2	-2,108	USD 0.00	USD 0.00
Overwatch	CS.OWB.SVC	2	-2,108	USD 0.00	USD 0.00
CrowdStrike Falcon Intelligence	CS.INTEL.SOLN	2	-2,108	USD 0.80	USD -1,686.40
Threat Graph Standard	CS.TG.STD	2	-2,108	USD 0.00	USD 0.00
Falcon Complete: Complimentary CID	CS.FALCOMPONBC.SOLN	2	-1	USD 0.00	USD 0.00
University LMS Subscription Customer Access Pass	RR.PSO.ENT.PASS	2	-6	USD 0.00	USD 0.00
Falcon Device Control	CS.DEVICE.SOLN	2	-2,300	USD 0.30	USD -690.00
Falcon Spotlight	CS.SPOTLT.SOLN	2	-2,300	USD 0.91	USD -2,093.00
Falcon Cloud Security Reserved - hourly average	CS.FCS.FLEX.RES.HA	2	-192	USD 2.84	USD -545.28
Cloud Detection and Response	CS.CDR.SOLN	2	-192	USD 0.00	USD 0.00
Falcon Horizon	CS.FALHORIZON.SOLN	2	-192	USD 0.00	USD 0.00
Server Threat Graph Standard	CS.TG.STD.HPS	2	-192	USD 0.44	USD -84.48
Overwatch Cloud Threat Hunting	CS.OWCSTH.SVC	2	-192	USD 0.34	USD -65.28
Falcon Cloud Security Complete Upgrade	CS.FCSCU.SOLN	2	-192	USD 3.26	USD -625.92
Essential Support	RR.HOS.ENT.ESTL	2	-1	USD 2,049.40	USD -2,049.40
<b>Canceled Products/Services (Jan 16, 2026 - Mar 3, 2026) for Contract 00394072 TOTAL:</b>					<b>USD -20,825.040</b>



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## Terms and Conditions

This Order is subject to and governed by the terms and conditions located [here](#) unless CrowdStrike and Customer have otherwise executed an agreement, in which case, that agreement governs this Order. If for any reason you are unable to view the terms at the website given above, please contact your CrowdStrike sales representative indicated above. The Order and the applicable terms and conditions are collectively referred to as the Agreement. If products and/or product related services are purchased, the start date of the term (specified in the table above) shall be the latter of: (i) the Subscription Start Date identified above, or (ii) the Start Date identified on the Order Fulfillment Letter provided by CrowdStrike to the Customer/Ship To Account. If neither date is specified, the start date is the date the product and/or product related services are made available to Customer. Once executed by The Bill To Account, this Order is non-cancellable and amounts paid are non-refundable except as expressly provided for in the Agreement. Invoices will be provided to the billing contact specified above and Customer shall notify CrowdStrike if that contact changes. In the event that a purchase order (P.O.) is required, Customer shall provide the P.O. to CrowdStrike upon execution of this Order, otherwise, Customer agrees to pay an invoice without a P.O. reference. Any terms and conditions on the P.O., or that are specified in any email from Customer or handwritten on this Order, are void and have no legal effect.

A prorated balance of USD 20,825.04 has been applied to your total based on the products/services that were canceled effective Jan 16, 2026

The Bill To Account shall pay the "Order Amount" shown at the top of this quote/Order. The Order Amount has been reduced by the amount for the "Canceled Products/Services" in the "Canceled Products/ Services" table above. This quote/Order assumes all amounts for the Canceled Products/Services have been paid in full. If that is not the case because of extended payment terms, installment payments, or any other reason, the Bill To Account shall remain liable for such amounts. In the event the invoice for such Canceled Products/Services has not yet been paid in full, The Bill To Account shall pay the invoice for such Canceled Product/Services when due.

Falcon Next-Gen SIEM and Falcon Complete Next-Gen SIEM Upgrade are licensed by: (i) the gigabytes of data ingested daily, and (ii) the period of time data is retained. The method for calculating the amount of data ingested is set forth in the product documentation. Data sources and actions that are within the scope of Falcon Complete Next-Gen SIEM Upgrade are set forth in the Operating Model.

CrowdStrike, Inc.

Bill To Account El Dorado County

Signature:		Signature:	



150 Mathilda Place, Suite 300

Sunnyvale, California 94086 - United States

<http://www.crowdstrike.com>

Quote/Order

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Name (Print):		Name (Print):	
Title:		Title:	
Effective Date:		Effective Date:	

# CROWDSTRIKE TERMS AND CONDITIONS

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“CUSTOMER” OR “YOU”), REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF CROWDSTRIKE PRODUCTS AND SERVICES, THESE TERMS AND CONDITIONS GOVERN YOUR RIGHTS TO USE THE CROWDSTRIKE PRODUCTS AND SERVICES. BY ASSENTING TO THESE TERMS (EITHER BY CLICKING, CHECKING A BOX OR PLACING AN ORDER) CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN CUSTOMER AND CROWDSTRIKE, INC., A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY, “CROWDSTRIKE”). IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT ASSENT AND CUSTOMER WILL NOT BE AUTHORIZED TO ACCESS OR USE THE PRODUCTS OR SERVICES. THESE TERMS AND CONDITIONS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR USES THE PRODUCT OR SERVICE.

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent you have purchased, accessed or used such products or services.

## 1. Definitions.

“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).

“Agreement” means these CrowdStrike Terms and Conditions together with each Order.

“API” means an application program (or programming) interface.

“CrowdStrike Competitor” means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

“CrowdStrike Data” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

“CrowdStrike Tool” means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike’s products.

“Customer” means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer’s use of an Offering.

“Customer Contractor” means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer’s Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike’s Confidential Information.

“Customer Contractor Services” means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

“Documentation” means CrowdStrike’s end-user technical documentation included in the applicable Offering.

“Endpoint” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“Error” means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

“Internal Use” means access or use solely for Customer’s and subject to the Section entitled Affiliates, Orders and Payment; Affiliates and the Section entitled Access and Use Rights, its Affiliates’, own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by your and your Affiliates’



employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on your behalf and for your benefit.

“Offerings” means, collectively, any Products, Product-Related Services, or Professional Services.

“Order” means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike’s applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

“Product” means any of CrowdStrike’s cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API’s, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

“Professional Services” means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

“Services” means, collectively, any Product-Related Services and any Professional Services.

“Statement of Work” or “SOW” means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

“Subscription/Order Term” means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

“Updates” means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

## 2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

## 3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("Evaluation Product"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by you and CrowdStrike, provided that either CrowdStrike or you can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties,

support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

**3.2 Access & Use Rights.** Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) **Products with Software Components.** If Customer purchases a subscription to a Product with a downloadable object-code component ("Software Component"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and your Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) **CrowdStrike Tools.** If CrowdStrike provides CrowdStrike Tools to you pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such CrowdStrike Tools as used solely for your Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

**3.3 Restrictions.** The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and you will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's

network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless you purchase installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. You are liable and responsible for all actions and omissions occurring under your and your Customer Contractor's user accounts for Offerings. You shall notify CrowdStrike if you learn of any unauthorized access or use of your user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("Malware Samples"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-

Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

#### 4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at [support@crowdstrike.com](mailto:support@crowdstrike.com) and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no

longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

## 5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. You own the copy of the report (including without limitation, all your Confidential Information therein) delivered to you ("Deliverable"), subject to CrowdStrike's ownership of the CrowdStrike Materials. You agree that relative to you, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "CrowdStrike Materials") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), you shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for your Internal Use.

6. Data Security and Privacy. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party (“Recipient”) may receive Confidential Information of the other party (“Discloser”) or third parties to whom Discloser has a duty of confidentiality. “Confidential Information” means non-public information in any form that is in the Recipient’s possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser’s Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (Exceptions), Recipient shall hold Discloser’s Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, “Representatives”), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser’s Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser’s Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser’s Confidential Information while in Recipient’s control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser’s Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser’s cost, a reasonable opportunity to review and comment upon the disclosure and request

confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (Confidentiality) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

## 8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is experimental and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the



Products at the time of delivery from injecting malicious software viruses into your Endpoints where the Products are installed. You must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Your sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to you that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. You must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Your sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, 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-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT

INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, 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 an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Terms That May Apply. See Exhibit C for additional warranties that may apply to certain Customers.

## 9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by

CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, 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; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or

otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders) (collectively, “Designated Nationals”), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

## 12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier (“Government Users”) under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are “commercial items,” as that term is defined in Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement (“DFARS”) 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law (“Federal Law”).

12.2 Disputes with the U.S. Government. 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 this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike 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; (ii) Customer or Customer users are in breach of Section 3.3 (Restrictions); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 Confidentiality; Destruction). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

#### 14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike Limited Warranty Agreement for Falcon Complete (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply

to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, 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. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Santa Clara County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Permission to List You as a Customer. Unless you direct otherwise by sending an email to us at [legal@crowdstrike.com](mailto:legal@crowdstrike.com), which direction may be given at any time, you agree that CrowdStrike may display your company name and logo (in accordance with any trademark guidelines you provide) as a CrowdStrike customer in a manner that does not suggest your use or endorsement of any specific CrowdStrike product or service.

14.5 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.6 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.7 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.8 Notices. All legal notices will be given in writing to the addresses in the Order and 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, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

## **Exhibit A: Data Security and Privacy Schedule**

### **1. Definitions**

a. "CrowdStrike Systems" means those computer systems hosting the 'Falcon EPP Platform'.

b. "Customer Data" means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.

c. "Execution Profile/Metric Data" means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable

binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

d. “Personal Data” means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

e. “Privacy and Security Laws” means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.

f. “Security Breach” means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.

g. “Threat Actor Data” means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

## 2. Falcon Platform

The ‘Falcon EPP Platform’ uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer’s endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and



develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

### 3. Processing Personal Data

a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between you and CrowdStrike, comply with law, act in accordance with your written instructions, or otherwise in accordance with this Agreement. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement.

b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cybersecurity. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage your endpoint. In some instances, these files could contain Personal Data for which you are responsible.

### 4. Compliance with Privacy and Information Security Requirements

a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at <https://www.crowdstrike.com/privacy-notice/>. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth [here](#) shall apply to CrowdStrike's processing of such Customer Personal Data.

b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental

loss, alteration, unauthorized disclosure or access which substantially conform to the ISO/IEC 27002 control framework. (“Information Security Controls for CrowdStrike Systems”).

5. Customer Obligations. Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, “Systems”) where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.

## **Exhibit B**

### **Dispute Resolution Outside North America**

If your principal office is located outside North America as indicated in the Agreement, the terms and conditions of this Exhibit shall apply to all disputes arising out of or relating to this Agreement (excluding disputes regarding the actual or alleged violation of CrowdStrike’s intellectual property rights or the collection of overdue invoices, which shall be governed by California law).

1. For ALL principal offices outside North America:

a. Choice of Law. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced with the laws of the State of New York, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

b. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation, or validity of the

Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, (each, a “Dispute”) shall be referred to and finally resolved by arbitration under the rules and at the location identified below. 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 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. Each arbitrator shall be independent of each of the parties and shall have suitable experience and knowledge in the subject matter of the Dispute. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. 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. Notwithstanding the foregoing, either party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

2. For ONLY principal offices within Europe, the Middle East or Africa:

Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law the laws of England and Wales,

The seat, or legal place, of arbitration shall be London, England.

3. For ONLY principal offices within Asia Pacific (including India), Australia & New Zealand:

Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce 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 as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is as follows: (i) for Customers in: (x) Asia Pacific (including India): the laws of England and Wales, (y) Australia and New Zealand: the laws of the State of New South Wales, Australia. In all cases, the seat, or legal place, of arbitration shall be Singapore.

4. For ONLY principal offices within the Americas, excluding North America:

Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

## **Exhibit C**

### **Additional or Different Terms That May Apply to Certain Customers**

A. For Australian Consumers Only.

A.1. For Customers that are consumers under the Australian Consumer Law, the following provisions apply.

The benefits of the warranty in Section 8 Warranties & Disclaimer of this Agreement are in addition to any other rights and remedies in relation to the Offerings that Customer may be entitled to under Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The warranties in this Agreement are provided by CrowdStrike, Inc. at 150 Mathilda Place, Sunnyvale California, USA. To file a claim under this limited warranty, Customers must contact CrowdStrike at support@crowdstrike.com. CrowdStrike shall be responsible for any costs Customer incurs in making a warranty claim under this Agreement.

A.2. For Customers that are consumers under the Australian Consumer Law, Section 12 Limited Liability shall be replaced in its entirety with the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH

THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), INDEMNITIES (OTHER THAN EXPRESSLY STATED IN SECTION 9 (INDEMNIFICATION)), OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, 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; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION A2.

SECTION A.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF CROWDSTRIKE OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE AUSTRALIAN CONSUMER LAW.

B. For Customers Outside the United States and Australia. Some countries, states and provinces, including member states of the European Economic Area, do not allow certain exclusions or limitations of liability, therefore, the exclusions or limitation of liabilities and disclaimers of warranties in the Agreement may not fully apply to Customer if the laws directly applicable to CrowdStrike in the performance of this Agreement do not allow such terms.

## 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. Scope. 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. Pre-existing and Related Security Incidents. 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. Disclaimer. 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-INFRINGEMENT 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;

- 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](mailto: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](mailto:warrantyclaim@crowdstrike.com) ("Reimbursement Request").
4. **Reimbursement Request Process.**
  - 4.1. Reimbursement Request Requirements. 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. Submission of Reimbursement Request. 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. Payments. 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.

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. Entire Agreement. 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. Limitation of Liability. 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. Term; Termination; Assignment. 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



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

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.