

LACEWORK SERVICE TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE OFFERED BY LACEWORK, INC. (“LACEWORK”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH COMPANY WHICH REFERENCE THESE TERMS (EACH, AN “ORDER”) OR BY ACCESSING OR USING THE SERVICE IN ANY MANNER, YOU (“YOU” OR “CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO “CUSTOMER” AND “YOU” IN THIS AGREEMENT, EXCEPT THIS SENTENCE, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. SCOPE OF SERVICE AND RESTRICTIONS

1.1 Scope of Service. Subject to Lacework’s receipt of the applicable Fees with respect to the service(s) specified in the corresponding Order (the “Service”), Lacework will use commercially reasonable efforts to make the Service available to Customer as set forth in this Agreement and the Order. Subject to Customer’s compliance with the terms and conditions of the Agreement, the corresponding Order, and Lacework’s documentation regarding the Service (the “Documentation”), Customer may access and use the Service during the period specified in the Order, unless the Order or this Agreement is terminated prior to the end of such period (the “Service Term”). Any use of the Service by Customer is authorized solely for Customer’s internal business and not for resale, distribution or use by any third party. Only the specific number of Users identified in the corresponding Order may access or use the Service (the “Authorized Users”). For purposes of this Agreement, a “User” means a Customer employee, consultant, or contractor making use of or accessing the Service solely for Customer’s internal use.

1.2 Access to Service. Subject to the limitations set forth in the applicable Order and the terms and conditions set forth in this Agreement, Authorized Users may access and use the Service during the Service Term. Customer is responsible for maintaining the security of its account, passwords (including, but not limited to, administrative and user passwords). Customer shall be responsible for acts, omissions or breaches hereunder by any of Customer’s Users or any person to whom Customer has given access to the Service, even if Customer did not authorize such use.

1.3 Lacework Agent; Overage. Subject to the terms and conditions set forth in this Agreement and the corresponding Order, Customer may use the Lacework Agent in connection with the use of the Service and according to the number of Units specified in the corresponding Order. For purposes of this Agreement, the “Lacework Agent” means the Software designed to ingest and transmit Agent Data to the Service. Customer acknowledges and agrees that the Lacework Agent must be used according to the Documentation in order to use the Service. Any Lacework Agent usage in a given month in excess of the quantity of agents ordered as specified on the applicable Order form represents overage (“Overage”). Lacework will bill Customer immediately following any month in which Overage was incurred.

1.4 Restrictions. Customer will not directly or indirectly (i) rent, resell or otherwise allow any third party access to or use of the Service, or include any Service in a service bureau or outsourcing offering; (ii) store or transmit material or data on or through the Service in violation of third-party rights, including without limitation privacy rights or any contract to which Customer is a party; (iii) use the Service to store or transmit malicious or disruptive code; (iv) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (vii) attempt to gain unauthorized access to the Service or its related systems or networks; (viii) copy the Service or any part, feature, function or user interface thereof; (ix) frame or mirror any part of any Service, other than framing on Customer’s own internal intranets; (x) access or use the Service for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service; (xi) modify, translate, or create derivative works based on the Service or any underlying software; or (xii) decompile, disassemble, decipher or reverse engineer the Service, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, (except to the extent such restriction is expressly prohibited by applicable statutory law).

1.5 Ownership and Intellectual Property Rights. Lacework retains all right, title, and interest in and to the Service, and any software, products, works or other intellectual property created, used, provided or made available by Lacework under or in connection with the Service. Customer may from time to time provide suggestions, comments or other feedback to Lacework with respect to the Service (“**Feedback**”). Customer shall, and hereby does, grant to Lacework a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

1.6 Software License. Subject to the terms and conditions of this Agreement, including but not limited to receipt of all applicable Fees, to the extent Lacework makes Lacework’s proprietary software available to Customer (the “**Software**”), Lacework hereby grants to Customer, a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable license to: run the Software solely as necessary to make use of the Service. In addition to the restrictions set forth above, Customer agrees that, except as otherwise expressly provided by this Agreement, it shall not: (a) exceed the scope of the licenses granted in this **Section 1.6**; (b) make copies of the Software or Documentation; (c) sublicense, assign, delegate, rent, lease, sell, time-share or otherwise transfer the benefits of, use under, or rights to, the license granted in this **Section 1.6**, and any attempt to make any such sublicense, assignment, delegation or other transfer by Customer shall be void and of no effect; (d) reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or algorithms underlying the Software, except to the extent required to be permitted under applicable law; (e) modify, translate or create derivative works of the Software without the prior written consent of Lacework; (f) remove any copyright, trademark, patent or other proprietary notice that appears on the Software, Documentation or copies thereof; or (g) combine or distribute any of the Software with any software that is licensed under terms that seek to require that any of the Software (or any associated Intellectual Property Rights) be provided in source code form (e.g., as “open source”), licensed to others to allow the creation or distribution of derivative works, or distributed without charge. The licenses provided by this Agreement are limited licenses, and Customer acknowledges that this Agreement does not grant Customer, and Lacework expressly disclaims the grant of, any license, immunity, or other right to or under any patent or other intellectual property right of Lacework, whether directly or by implication, legal or equitable estoppel, exhaustion or otherwise, except for the limited licenses expressly set forth in this **Section 1.6**.

1.7 Lacework Agent Data. Customer is solely responsible for Agent Data including, but not limited to: (a) compliance with all applicable laws and this Agreement; (b) any claims relating to Agent Data; and (c) any claims that Agent Data infringes, misappropriates, or otherwise violates the rights of any third party. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Lacework may internally use Agent Data for the purposes of providing and improving the Services and any support or related services to Customer. For purposes of this Agreement, “**Agent Data**” shall mean machine and network meta data collected by the Lacework Agents in conjunction with providing the Service. Customer, not Lacework, shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and right to use of all Agent Data. Lacework shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Agent Data controlled by Lacework. Lacework is not responsible for unauthorized access to Agent Data. Lacework may retain Agent Data for up to thirty (30) days following the termination or expiration of the corresponding Order. Thereafter, Customer agrees and acknowledges that Agent Data may be irretrievably deleted.

1.8 Config and Log Data. Customer is solely responsible for its config and log data in its AWS accounts that it shares with Lacework. Customer’s responsibilities include, but are not limited, to: (a) compliance with all applicable laws, its agreement with AWS, and this Agreement; (b) any claims relating to its config and/or log data; and (c) any claims that its config and/or log data infringes, misappropriates, or otherwise violates the rights of any third party. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Lacework may internally use the config and/or log data for the purposes of providing and improving the Services and any support or related services to Customer. Customer, not Lacework, shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and right to use of all config and/or log data.

1.9 Maintenance & Support. Subject to Lacework’s receipt of the Service fees, Lacework will use commercially reasonable efforts to provide Customer the Lacework maintenance and support as set forth in [Exhibit A](#) to this Agreement.

1.10 Service Suspension. Lacework may suspend Customer’s access to or use of the Service as follows: (a) immediately if Lacework reasonably believes Customer’s use of the Service may pose a security risk to or may

adversely impact the Service; (b) immediately if Customer uses the Service in any manner inconsistent with this Agreement, the corresponding Order or the Documentation; (c) immediately if Customer becomes insolvent, has ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (d) following thirty (30) days written notice if Customer is in breach of this Agreement or any Order (and has not cured such breach, if curable, within the thirty (30) days of such notice); or (e) Customer has failed to pay Lacework the Fees with respect to the Service.

2. FEES, ORDERS AND TAXES

2.1 Fees. Customer shall pay to Lacework the fees as set forth in each applicable Order(s) (collectively, the “Fees”). Customer acknowledges that it shall have no right to return the Service and that all Fees shall be non-refundable. All amounts payable to Lacework under this Agreement shall be paid in United States dollars and shall be due thirty (30) days from the date of invoice. Notwithstanding any other rights of Lacework, in the event of late payment by Customer, Lacework shall be entitled to interest on the amount owing at a rate of 1% per month or the highest rate allowed by applicable law, whichever is less. If Lacework is required to initiate legal action due to nonpayment of fees, Customer shall bear all costs resulting from the collection of such fees.

2.2 Orders. Licensee may place Orders for additional Services or to extend the term of the existing Service by specifying such order details in an Order form agreed to in writing by the parties referencing the terms and conditions of this Agreement.

2.3 Taxes. All amounts and fees stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “Taxes”). Customer shall be responsible for paying all Taxes associated with the Service (without any offset or deduction to the fees paid to Lacework) other than U.S. taxes based on Lacework’s net income, and may not reduce the fees payable to Lacework due to VAT, GST or similar withholding taxes or obligations.

3. TERM AND TERMINATION

3.1 Term; Subscription Term. This Agreement commences on the effective date listed in the first Order form executed by the parties (“**Effective Date**”) and continues in effect through the duration of all Order forms hereunder, unless terminated earlier according to this **Section 3** (the “**Term**”). The term of each subscription is set forth in the applicable Order form (the “**Service Term**”).

3.2 Termination for Breach. This Agreement and the Orders hereunder may be terminated: (a) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or (b) by Lacework upon written notice to Customer if Customer (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days. Furthermore, and for avoidance of doubt, should Customer choose not to renew its subscription to the Lacework Service, and come to hold no active subscription, this Agreement will be deemed terminated. In the event this Agreement is terminated, upon such termination Lacework will cease to store Customer’s Data; all Data will be deleted.

3.3 Effect of Termination. Upon any expiration or termination of this Agreement, Customer shall (i) immediately cease use of the Service, and (ii) return or delete all Lacework Confidential Information, and Lacework provided Software. Any termination or expiration shall not relieve Customer of its obligation to pay all Fees accruing prior to termination. If the Agreement is terminated by Lacework pursuant to **Section 3.2** (a), Customer shall be obligated to pay to Lacework all of the Fees for the entire term set forth in the corresponding Order(s).

3.4 Survival. The following provisions will survive termination of this Agreement: **Section 1.5** (Ownership), **Section 3.3** (Effect of Termination), **Section 3.4** (Survival), **Section 4** (Confidentiality), **Section 7** (Limitation of Liability), **Section 8** (Miscellaneous).

4. CONFIDENTIALITY

4.1 Confidential Information; Protection of Confidential Information. During the term of this Agreement, either party may provide the other party with confidential and/or proprietary materials and information (“**Confidential Information**”). All materials and information provided by the disclosing party and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all other information that the receiving party reasonably should have known was the Confidential Information of the disclosing party, shall be considered Confidential Information. This Agreement is Confidential Information, as well as all Order forms, and all pricing terms are Lacework Confidential Information. The receiving party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of the disclosing party. The receiving party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section shall not apply to any information that: (a) is made generally available to the public without breach of this Agreement or of any existing confidentiality obligations governing such information, (b) is developed by the receiving party independently from and without reference to the Confidential Information, (c) is disclosed to the receiving party by a third party without restriction, or (d) was in the receiving party’s lawful possession prior to the disclosure and was not obtained by the receiving party either directly or indirectly from the disclosing party. The receiving party may disclose Confidential Information as required by law or court order; provided that, the receiving party provides the disclosing with prompt written notice thereof and uses the receiving party’s best efforts to limit disclosure. At any time, upon the disclosing party’s written request, the receiving party shall return to the disclosing party all disclosing party’s Confidential Information in its possession, including, without limitation, all copies and extracts thereof. The receiving party may disclose Confidential Information to its (1) legal counsel and accountants or (2) in connection with a bona fide due diligence inquiry for a financing, acquisition or similar transaction, in each case subject to confidentiality obligations consistent with this Agreement, without the other party’s prior written consent. Notwithstanding anything to the contrary set forth herein, Lacework may collect and use data regarding the use and performance of the Service in anonymized and aggregated form, to analyze and improve the Service and for distribution in general benchmarking data and industry reports, provided that any reported user data is aggregated and anonymized such that no personally identifying information of Customer or its users is revealed.

4.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

4.3 Data Breach Claim. In the event that Customer believes that a data breach has occurred through, or due to, the Lacework Service, Customer will promptly contact Lacework via email at security@lacework.net. Customer will contact Lacework before making any public announcement of such claimed data breach and will give Lacework adequate time to investigate and respond to claim before making any public announcement of the claimed data breach. Lacework will promptly investigate any properly reported claims.

5. INDEMNIFICATION

5.1 Indemnification by Customer. Customer will defend, indemnify, and hold Lacework, its affiliates, suppliers and licensors harmless and each of their respective officers, directors, employees and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim with respect to: (a) Agent Data; (b) breach of this Agreement or violation of applicable law by Customer; or (c) alleged infringement or misappropriation of third-party’s intellectual property rights resulting from Agent Data.

5.2 Indemnification by Lacework. Lacework will defend Customer against any third party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from claims by a third party that Customer’s use of the Service directly infringes or misappropriates a third party’s United States (or Berne Convention signatory country) intellectual property rights (an “**Infringement Claim**”), and will indemnify and hold harmless Customer from any damages, reasonable attorney fees and costs finally awarded to such third parties. Notwithstanding any other provision in this Agreement, Lacework shall have no obligation to indemnify or

reimburse Customer with respect to any Infringement Claim to the extent arising from: (a) agent data, the config or the log data; (b) the combination of any of the aforementioned data with the Service; (c) the combination of any products or services, other than those provided by Lacework to Customer under this Agreement, with the Service; or (d) non-discretionary designs or specifications provided to Lacework by Customer that caused such Infringement Claim. The foregoing indemnification obligations also do not apply to (e) any continuing allegedly infringing activity after being notified thereof or provided modifications that would have avoided the alleged infringement, or (f) any Claims based on or arising out of Customer's breach of this Agreement or an applicable Order form ((a) through (f) collectively, the "**Excluded Claims**"). Customer agrees to reimburse Lacework for any and all damages, losses, costs and expenses incurred as a result of any of the foregoing actions.

5.3 Infringement. If Lacework receives information about an infringement or misappropriation claim arising directly out of the Service (and not arising out of an Excluded Claim), Lacework may in its discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates; (ii) obtain a license for Customer's continued use of the Service in accordance with this Agreement or (iii) if (i) and (ii) are not practicable despite Lacework's reasonable efforts, then Lacework may terminate Customer's subscription for the Service and refund Customer a pro-rated amount of any prepaid fees covering the remainder of the term of the terminated subscriptions. **Sections 5.2 and 5.3** state Lacework's sole liability, and the Customer's exclusive remedy, for any infringement or misappropriation of third-party intellectual property rights with respect to the Service.

5.4 Notice of Claim and Indemnity Procedure. In the event of a claim for which a party seeks indemnity or reimbursement under this **Section 5** (each an "**Indemnified Party**") and as conditions of the indemnity, the Indemnified Party shall: (a) notify the indemnifying party in writing as soon as practicable, but in no event later than thirty (30) days after receipt of such claim, together with such further information as is necessary for the indemnifying party to evaluate such claim; and (b) the Indemnified Party allows the indemnifying party to assume full control of the defense of the claim, including retaining counsel of its own choosing. Upon the assumption by the indemnifying party of the defense of a claim with counsel of its choosing, the indemnifying party will not be liable for the fees and expenses of additional counsel retained by any Indemnified Party. The Indemnified Party shall cooperate with the indemnifying party in the defense of any such claim. Notwithstanding the foregoing provisions, the indemnifying party shall have no obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim or other sums paid by any Indemnified Party voluntarily, and without the indemnifying party's prior written consent, to settle a claim. Subject to the maximum liability set forth in **Section 7**, the provisions of this **Section 5** constitute the entire understanding of the parties regarding each party's respective liability under this **Section 5**, including but not limited to Infringement Claims (including related claims for breach of warranty) and each party's sole obligation to indemnify and reimburse any Indemnified Party.

6. WARRANTY

6.1 Service Warranty. The Service, when used by Customer in accordance with the provisions of this Agreement and in compliance with the applicable specifications will perform, in all material respects, according to the Documentation, during the term in the corresponding Order.

6.2 Exclusive Remedies. Customer shall report to Lacework, pursuant to the notice provision of this Agreement, any breach of the warranty set forth in this **Section 6**. In the event of a breach of warranty by Lacework under this Agreement, Customer's sole and exclusive remedy, and Lacework's entire liability, shall be prompt correction of any material non-conformance in order to minimize any material adverse effect on Customer's business.

6.3 Disclaimer of Warranty. Lacework does not represent or warrant that the operation of the Service (or any portion thereof) will be uninterrupted or error free, or that the Service (or any portion thereof) will operate in combination with other hardware, software, systems or data not provided by Lacework. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN **SECTION 6.1**, LACEWORK MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE OR SERVICES, OR THEIR CONDITION. LACEWORK IS FURNISHING THE WARRANTY SET FORTH IN **SECTION 6.1** IN LIEU OF, AND LACEWORK HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION

ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

6.4 Customer Warranties. Customer represents, warrants and covenants that (i) it has all necessary rights to install the Lacework Agents and appropriate authorization and consents necessary under applicable law to permit the collection and transmission of Agent Data contemplated by this Agreement; and (ii) Customer and all Authorized Users shall only use the Service in accordance with all applicable laws, rules and regulations, this Agreement and the Documentation.

7. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL LACEWORK BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. LACEWORK'S LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO LACEWORK'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL LACEWORK'S LIABILITY EXCEED THE GREATER OF ONE MILLION DOLLARS (\$1,000,000) OR FIVE TIMES THE TOTAL FEES PAID TO IT BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE PRECEDING THREE (3) YEARS.

8. MISCELLANEOUS

8.1 Export Control. Customer hereby certifies that Customer will comply with all current US Export Control laws. Customer agrees to defend, indemnify and hold Lacework harmless from any liability for Customer's violation of U.S. Export Control laws.

8.2 Compliance with Laws. Customer shall comply with all applicable laws and regulations in its use of the Service, including without limitation the unlawful gathering or collecting, or assisting in the gathering or collecting of information in violation of any privacy laws or regulations. Customer shall, at its own expense, defend, indemnify and hold harmless Lacework from and against any and all claims, losses, liabilities, damages, judgments, government or federal sanctions, costs and expenses (including attorneys' fees) incurred by Lacework arising from any claim or assertion by any third party of violation of privacy laws or regulations by Customer or any of its agents, officers, directors or employees.

8.3 Assignment. Neither party may transfer and assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Lacework may transfer and assign its rights under this Agreement without consent from the other party in connection with a change in control, acquisition or sale of all or substantially all of its assets.

8.4 Force Majeure. Neither party shall be responsible for failure or delay in performance by events out of their reasonable control, including but not limited to, acts of God, Internet outage, terrorism, war, fires, earthquakes and other disasters (each a "Force Majeure"). Notwithstanding the foregoing: (i) Customer shall be liable for payment obligations for Service rendered; and (ii) if a Force Majeure continues for more than thirty (30) days, either party may terminate this agreement by written notice to the other party.

8.5 Notice. All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been given if personally delivered or sent by registered or certified mail (return receipt), or by nationally recognized courier service.

8.6 Independent Contractor. The relationship between the parties is that of independent contractors. and both parties agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement. Customer does not have any authority of any kind to bind Lacework.

8.7 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions. The federal courts of the United States in the Northern District of California and the state courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Purchase Order issued under this Agreement.

8.8 Publicity. Customer hereby grants Lacework the right to identify Customer as a Lacework Customer, and use Customer's name, mark and logo on Lacework's website and in Lacework's marketing materials in connection with the Customer's use of the Service.

8.9 Updated Agreement. Lacework reserves the right to update this Agreement at any time, but if such update occurs, Lacework will bring it to Customer's attention by publishing such updated version on the www.Lacework.com website. The terms and conditions of the updated version of this Agreement shall apply to all Orders placed following the date of publication of the updated version. If Customer does not agree with any terms of the updated Agreement, Customer may not use or access the Service in any manner.

8.10 Entire Agreement. This Agreement (including any Order forms) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and shall control over any different or additional terms of any purchase order, acknowledgement or other non-Lacework ordering document, and no terms included in any such purchase order, acknowledgement or other non-Lacework ordering document shall apply to the Service. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Any term or provision of this Agreement held to be illegal or unenforceable shall be, to the fullest extent possible, interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof shall not be affected. In the event of a conflict between this Agreement and the Order document, the terms of this Agreement shall control.

Effective Date: March 28, 2019

Exhibit A
Service Level Agreement

1. **Up-Time and Reliability.** Lacework will use reasonable commercial efforts to make the Service available to Customer for 99% of all Scheduled Availability Time, calculated on a monthly basis (the **“Uptime Guarantee”**). **“Scheduled Availability Time”** shall be defined as 24 hours a day, 7 days a week, excluding: (i) scheduled maintenance; (ii) downtime due to acts of Customer, its vendor(s), or other service providers, or any third-party connections, utilities, or equipment; or (iii) downtime related to any other forces beyond the reasonable control of Lacework (such as internet outages or outages with respect to Customer’s network or internet access). All scheduled maintenance will be conducted following at least 72 hours advance notice. Lacework shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service in connection with outages, whether scheduled or not.
2. **Remedy.** If Lacework fails to meet the Uptime Guarantee in any month during the Term, Customer shall be entitled to a credit equal to 1% of the fees actually paid by Customer to Lacework pursuant to the Agreement for the affected Service for such month, for each 1% reduction in Service availability (each credit, a **“Service Credit”**). Provided, however, that in no event shall total Service Credits in any calendar month exceed 25% of the monthly fees paid for the affected Service for the given month. Service Credits, if applicable, shall be applied to Customer’s next invoice after the month in which the Service Credit was accrued. Customer must request the applicable Service Credit within 10 business days following the end of the calendar month in which the failure occurred. If Customer receives Service Credits in 3 consecutive months, or in any 3 of 6 consecutive months, Customer may terminate this Agreement with respect to the affected Services upon written notice to Lacework. The remedies set forth in this section shall be Lacework’s sole obligation and Customer’s exclusive remedy with respect to any failure by Lacework to meet the Uptime Commitment. Any Customer right to terminate created due to Lacework’s material failure to provide the Service as set forth in the General Service Level Support Terms identified in this Exhibit A, if not exercised within thirty (30) days of Customer reasonably becoming aware of such failure, will be deemed to have been waived.
3. **Maintenance and Support.** During the Term, Lacework will make available to Customer as part of the Service all generally available updates and bug fixes to the Service received by Customer. For technical information, technical advice and technical consultation regarding Customer’s use of the Service, Customer can reach Lacework at support@lacework.net, and Lacework will use commercially reasonable efforts to respond to support issues from 8 am ET to 8 pm ET, Monday through Friday, excluding Lacework-observed holidays (**“Support Hours”**).
4. **Customer Responsibility.** In addition to other responsibilities contained herein, Customer will be responsible for the maintenance, management and accuracy of its customer account data, as well as all software, hardware and services it uses to access the Service. Customer shall provide to Lacework, and keep current, a list of designated contacts and contact information (the **“Support List”**) for Lacework to contact for support services. Such Support List shall include (i) the first person to contact for the answer or assistance desired, and (ii) the persons in successively more responsible or qualified positions to provide the answer or assistance desired.
5. **Classification of Problems.** Lacework shall classify each problem reported by Customer according to the following definitions and will use commercially reasonable efforts to address the problem in accordance with such classification according to the table below.

Priority code	Priority Description	Initial Response Times
P1	Mission Critical. Core/essential services are down, causing critical impact to business operations; no workaround available.	Lacework will provide a status update by email within 2 hours of receiving notification from Customer of the P1.
P2	High. Core/essential services are significantly degraded and/or impacting significant aspects of business operations; no	Lacework will provide a status update by e-mail within 4 hours of receiving notification from Customer of the P2 issue.

	commercially reasonable work around available.	
P3	Medium. Significantly slow response or delays; core/essential service performance is impaired but still materially functional.	Lacework will provide a status update by e-mail, within 8 hours of receiving notification from Customer of the P3 issue.
P4	Low. No material Customer impact; documentation errors or exclusions or cosmetic or other non-substantive service or user interface issues; core/essential services are unaffected.	Lacework will use commercially reasonable efforts to provide a status update by e-mail 24 hours of receiving notification from Customer of the P4 issue.