



CrowdStrike Terms and Conditions GOVERNMENT CUSTOMER

These Terms and Conditions by and between CrowdStrike Services, Inc., and CrowdStrike, Inc., each a Delaware corporation (collectively, "CrowdStrike") with their principal place of business at 150 Mathilda Place, 3rd Floor, Sunnyvale, CA 94086 and the customer placing the Order under the prime Federal contract referenced in the Order ("Customer"), with a place of business as specified in such Order under the referenced prime contract is entered into as of the effective date of such Order (the "Effective Date").

These Terms and Conditions cover all CrowdStrike Products and Services (defined in Section 1); however, only the provisions for Products and Services that you use or Order apply to the parties.

1. DEFINITIONS.

1.1 "Affiliate" shall mean 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).

1.2 "API" shall mean an application programming interface.

1.3 "Authorized Subcontractor" shall mean an individual or entity contractor that performs services for you and is subject to an obligation of confidentiality that includes confidential information obtained from another party (e.g., CrowdStrike).

1.4 "CrowdStrike Competitor" shall mean a person or entity in the business of Internet security products or services substantially similar to CrowdStrike's products or services.

1.5 "CrowdStrike Tools" shall mean the CrowdStrike proprietary software-as-a-service, software and/or hardware tools specified in a Statement of Work and used by CrowdStrike when conducting Professional Services. The Falcon Application may be used as a CrowdStrike Tool.

1.6 "Documentation" shall mean the end-user technical documentation that CrowdStrike supplies with the Products and Services. Advertising, proposals and marketing materials are not Documentation.

1.7 "Error" shall mean a reproducible failure of the Product(s) to perform in substantial conformity with the applicable Product Documentation.

1.8 "Execution Profile/Metric Data" shall mean the anonymous and/or aggregated tasks, commands, resources, and associated metadata derived from the Products.

1.9 "Falcon DNS" shall mean the CrowdStrike cloud-based DNS resolution product.

1.10 "Falcon Platform" shall mean the CrowdStrike cloud software referred to as the Falcon Platform and which may be more specifically described in an Order, including any updates that may be made available from time to time by CrowdStrike.

1.11 "Falcon Application" shall mean the CrowdStrike device application(s) and API's for the Falcon Platform specified in an Order (e.g., Falcon Host), including any updates that may be made available from time to time by CrowdStrike.

1.12 "Falcon Intelligence" shall mean the Falcon Intelligence product described in your Order and may include one or more of the following: (i) the CrowdStrike web portal that makes available strategic and technical reports ("Reports"), (ii) intelligence signatures/indicator data (which may be provided via an API), (iii) threat actor profiles (via an API or portal), and (iv) malware identification upon your submission, and any updates to the foregoing that may be made available from time to time by CrowdStrike.

1.14 "Internal Use" shall mean uses intended only to serve your information or operational needs (as distinguished from the needs of your business or government partners, suppliers, customers and affiliates (unless Affiliates are otherwise expressly allowed in these Terms and Conditions or an Order)), not to be used directly or indirectly to develop a substitute or competing product and, unless expressly stated otherwise in this Agreement, only to be seen by your officers and employees obligated to treat the Products as CrowdStrike confidential.

1.15 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.



1.16 “Limited External Audience Use” shall mean: (i) sharing with third parties who are not CrowdStrike Competitors and who are subject to an express obligation of confidentiality which would include or is regarding the shared information, and (ii) requires that the information not be accessible by, or distributed to, the general public.

1.17 “Order” shall mean: any and all delivery, task, purchase or other orders placed by a prime contractor for the Products with a reference to the CrowdStrike quote/order number and date..

1.18 “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

1.19 “Products” shall mean one or more of: the Falcon Applications, Falcon Intelligence, Falcon DNS, and/or the Falcon Platform as specified on your Order and to the extent expressly stated in a Statement of Work, the CrowdStrike Tools, and any applicable Documentation and all Intellectual Property Rights therein.

1.20 “Product Related Services” shall mean: (i) services provided through the CrowdStrike Operations Center, and/or (ii) technical support for the Products, either as listed or described in an Order and that typically accompany a Product.

1.21 “Professional Services” means consulting services as more fully described in a Statement of Work, for example, incident response, investigation and forensic services related to cyber security adversaries, tabletop exercises and next generation penetration tests related to cyber security.

1.22 “Reseller” shall mean a CrowdStrike designated reseller.

1.23 “Services” shall mean Professional Services and/or Product Related Services.

1.24 “Statement of Work” or “SOW” shall mean a mutually agreed upon and fully executed document describing the Professional Services, deliverables, fees, and expenses related thereto.

1.25 “Threat Actor Data” shall mean the malicious code, URL’s, malware, commands, techniques, or other information of unauthorized third parties either provided by you to CrowdStrike or collected or discovered during the course of providing the Products and Services and does not identify you.

1.26 “You” or “Your” (“you” or “your”) shall mean the Customer identified above.

2. CONTROLLING AGREEMENT.

2.1 This Agreement. These Terms and Conditions are the entire agreement (this “Agreement”) regarding the licensing between you and CrowdStrike regarding the Products and Services. This Agreement supersedes all agreements, understandings, and communications, whether written or oral between you and CrowdStrike unless the end user and an officer of CrowdStrike executes such agreement. In such event, that agreement shall only supersede this Agreement to the extent such agreement conflicts with this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms and Conditions. Nothing in this Agreement modifies any terms and conditions between you and any prime contractor under which the Products and Services were ordered.

2.2 Orders and Taxes. Reserved.

2.3 Your Forms. If a Reseller accepts your purchase order, the Reseller will be responsible for compliance with the terms of such purchase order. Except as set forth in a separate agreement with the Reseller, CrowdStrike is not accepting any terms and conditions from the prime contract or purchase order issued thereunder. Nothing in this Agreement modifies your prime contract with Reseller.

2.4 Reseller Forms. A Reseller may place an Order with CrowdStrike and resell the Products or Services to you. Any Order from a Reseller is subject to these Terms and Conditions and they are passed on to you. CrowdStrike is not obligated under any Reseller’s agreement with you unless an officer of CrowdStrike executes the agreement.

2.5 Third Party Agreements. Certain third party services, software or hardware (for example, Internet service and computers) will be necessary or desirable to access and utilize the Products and Services from your chosen location. You



are responsible for obtaining and maintaining these services, software and hardware. CrowdStrike shall not be responsible or liable in the event services, software or hardware provided by third parties limits or prohibits access or utilization of the Products or Services.

3. LICENSE GRANT.

3.1 Limited License. This Section 3.1 and each of its subsections only apply to the extent you are using the specific Product identified below. The Products are licensed, not sold and subject to this Agreement. Subject to the terms of this Agreement, CrowdStrike grants you a non-exclusive, non-transferable (except as provided in the Section entitled Assignment), non-sublicensable license to use the Products as set forth below:

3.1.1 Falcon Platform and Applications. During evaluation or after purchase, you may use the Falcon Platform and Falcon Applications for Internal Use for the mutually agreed upon period. You may simultaneously install and run multiple copies of the Falcon Applications up to the number of licensed devices: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. After purchase, your Authorized Subcontractors may use the Falcon Platform and Falcon Applications on your devices solely for your benefit and subject to these Terms and Conditions.

3.1.2 Falcon DNS. During evaluation or after purchase, you may use Falcon DNS for Internal Use up to the number of serviced devices for the mutually agreed upon period: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. Due to the hierarchical nature of the global DNS system, CrowdStrike shall not be responsible for upstream server blocks or failures outside CrowdStrike's control or influence.

3.1.3 Falcon Intelligence. During an evaluation, for Internal Use only for the mutually agreed upon period. After purchase, you may for the period of time mutually agreed upon use: (i) Falcon Intelligence for your Internal Use, and (ii) Falcon Intelligence Reports for Limited External Audience Use subject to the next sentence. The use under (i) and (ii) includes the right to quote or paraphrase individual sentences or occasional paragraphs from Reports (not to exceed 1500 characters in total from any individual Report) in your works for Internal Use or for Limited External Audience Use so long as CrowdStrike is given prominent attribution ("Copyright CrowdStrike, Inc. _____ [year]") as the author of the content that is shared.

3.1.4 Falcon MalQuery. MalQuery is a large scale system capable of indexing large collections of malware samples with byte granularity in a file-type agnostic manner. MalQuery is limited to the number of searches per month indicated in your Order.

3.1.5 CrowdStrike Tools. During a Professional Services engagement, CrowdStrike may provide you with one or more of the CrowdStrike Tools as specified in the applicable Statement of Work. During such time, you and your Affiliates may use the CrowdStrike Tools for Internal Use to the extent provided for in the Statement of Work.

3.2 Restrictions. You may not access or use the Products: (i) if you are a CrowdStrike Competitor or on behalf of a CrowdStrike Competitor, or (ii) to perform any competitive analysis on the Products. You shall not (a) alter, publicly display, translate, create derivative works of or otherwise modify the Products; (b) sublicense, distribute or otherwise transfer the Products to any third party (except as expressly provided in the Section entitled Assignment and Limited License); (c) allow third parties to access or use the Products (except as expressly provided for in the Section entitled Limited License); (d) create public Internet "links" to the Products or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Products, circumvent their functions, or attempt to gain unauthorized access to the Products or their related systems or networks; or (f) use the Products to circumvent the security of another party's network/information. You agree to use the Products in accordance with applicable laws, rules and regulations (collectively, "Laws") and acknowledge that you are solely responsible for determining whether a particular use of the Products is compliant with such Laws.

3.3 Installation and User Accounts. You are responsible for installing the Falcon Applications unless you purchase installation services from CrowdStrike or a CrowdStrike approved third party pursuant to a separate agreement. You are responsible for all activity occurring under your user accounts for the Products; including the acts or omissions of your Authorized Subcontractors. You shall notify CrowdStrike if you learn of any unauthorized use of a user account or password.

3.4 Third Party Software. CrowdStrike uses certain third party software in its Products and Services, including what is commonly referred to as open source software.

4. SERVICES.



4.1 Professional Services. 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 Order. Professional Services hours prepaid under a retainer must be used within one year from the date of the Order. Additional blocks of hours purchased under the retainer will expire one year from the date of the corresponding Order for additional hours.

4.2 Product Related Services. Product Related Services as listed or described in an Order may accompany certain Products for the term agreed to in the Order. You understand and agree that Product Related Services provided on a 24x7 basis may be provided by CrowdStrike personnel located in a country other than your country of origin.

4.3 Work Product. The Services do not constitute works for hire. You agree that relative to you, CrowdStrike exclusively owns any and all object code, source code, flow charts, documentation, adversary information, report templates, know-how, techniques, CrowdStrike trademarks, ideas and any and all works and other materials developed hereunder excluding any of your Confidential Information (collectively, the "Work Product") and that title thereto shall remain with CrowdStrike. All Intellectual Property Rights in the Work Product are and shall remain entirely in CrowdStrike. Upon payment in full of the amounts due under the prime contract Order, you shall have a perpetual, non-transferable, non-exclusive license to use any deliverables specified as such in a Professional Services Order for its internal business purposes. Nothing herein shall transfer ownership of any of your Intellectual Property Rights to CrowdStrike.

4.4 Change Orders. Unless otherwise stated in the Order, any change to the scope of Services effecting price, payment terms or delivery dates will be agreed upon in writing by both parties in advance of the change, and documented as an amendment to the applicable Order. An extension or addition of hours to an Order with time and materials Services may be approved by an email from your technical contact.

5. DATA COLLECTION AND USE.

5.1 Falcon Applications and Platform. The Falcon Platform uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. The Falcon Application(s) and the Falcon Platform detect and track hackers by collecting and analyzing data that includes, but is not limited to, systems 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. Subject to the Section entitled Confidentiality, CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, and to analyze trends and to optimize the functionality of CrowdStrike's products and services. While using the Falcon Platform and Falcon Applications you may have the option to upload (by submission, configuration, and/or 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.

5.2 Falcon Intelligence. While using Falcon Intelligence you have the option to upload files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.3 Personal Data. Personal Data may be collected and used during the provisioning and use of the Products and Services but solely in accordance with your instructions which includes carrying out and administering this Agreement and the parties' business relationship. CrowdStrike will maintain appropriate technical and organizational security measures commensurate with the sensitivity of the Personal Data processed by it on your behalf that are designed to protect such Personal Data against unauthorized or unlawful use. You confirm that you have obtained all necessary consents and authorizations for the lawful processing of Personal Data by CrowdStrike, before passing Personal Data to CrowdStrike. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement. CrowdStrike complies with the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries. In addition, CrowdStrike complies with the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland.

5.4 Updates and Feedback. CrowdStrike provides automatic updates to its Products and Services, which remain subject to this Agreement. CrowdStrike may collect information regarding the use of its web portals to analyze trends, secure, operate and improve its products and services. Any feedback or suggestions that you provide to CrowdStrike regarding its products and services will be treated by CrowdStrike as non-proprietary to you, and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, you will not be identified publicly as the source of the feedback or suggestion.

6. CONFIDENTIALITY.



6.1 Definitions. In connection with this Agreement, each party (“Recipient”) may be exposed to or acquire 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 and 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; (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality; (v) Threat Actor Data; and (vi) Execution Profile/Metric Data.

6.2 Restrictions on Use. Except as allowed in the Section entitled 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, agents and contractors, including without limitation, counsel, accountants and advisors (collectively, “Representatives”), its Affiliates and their Representatives 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: (i) to carry out the terms of this Agreement, (ii) as set forth in this Agreement, including but not limited to the Section entitled Data Collection and Use and (iii) to further the parties’ business relationship. 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. Recipient shall promptly notify Discloser of any breach of this provision that it becomes aware, and in any event, shall be responsible for any breach of this provision by any of its Affiliates, Representatives or Affiliates’ Representatives.

6.3 Exceptions. Recipient may disclose Discloser’s Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (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 give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser’s expense) in obtaining an order protecting the information from public disclosure. You understand and agree that CrowdStrike may make these Terms and Conditions publicly available without identifying any party who has agreed to them. Orders are the Confidential Information of both parties. Notwithstanding the foregoing exceptions for law, regulation and other regulatory requirements, the Confidential Information is exempt from release under the Freedom of Information Act, 5 USC §552(b)(4) and is protected under the Federal Trade Secrets Act, 18 USC §1905 and is not disclosable.

6.4 Return or Destruction. Upon Discloser’s written request, Recipient shall use commercially reasonable efforts to either return or 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 (b) 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. If Recipient elects to destroy Discloser’s Confidential Information (subject to any retention rights provided in this Agreement), Discloser may request that Recipient provide it with written confirmation of destruction in compliance with this provision.

6.5 Equitable Relief. Reserved.

6.6 Freedom of Information Act. CrowdStrike recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, (“FOIA”) which requires that certain information be released, despite being characterized as “confidential” by the vendor and You recognize that Confidential Information that is exempted from release under FOIA, such as under the exemptions at 5 U.S.C. 552(b)(4) is not required to be released and in addition, may also be subject to the Federal Trade Secrets Act, 18 U.S.C. 1905. Any Confidential Information sought to be released under FOIA should be carefully reviewed for exemption prior to release.

7. YOUR REPRESENTATIONS.

7.1 Cooperation and Consent. You shall provide all requested information, access and full, good faith cooperation reasonably necessary to facilitate the Services or Product delivery. You understand and agree that if you fail or delay in your performance of the foregoing, the completeness, timeliness and accuracy of any Services performed or Product delivery will be affected and/or cannot be performed and/or delivered until the failure or delay is remedied by you. You represent and



warrant that: (i) it owns/leases and controls, directly or indirectly, all of the premises, software and computer systems (“Facilities”) that will be accessed to provide the Products and Services, or that all such Facilities are provided for your use by a third party, (ii) you have authorized CrowdStrike to access such Facilities to perform under this Agreement, (iii) you have full power and authority to engage and direct CrowdStrike to access such Facilities and to conduct the Services and Products, and (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to your Facilities) are required in connection with CrowdStrike’s performance under this Agreement.

8. LIMITED WARRANTY.

8.1 No Warranty for Free Usage. If the Products and Services are provided to you at no cost, the Products and Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Products or Services provided in a beta form are experimental and shall 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 the Products or Services.

8.2 Warranty for Paid Users. If you have paid the applicable fee for the Products and/or Services, CrowdStrike warrants to you and for your sole benefit that, subject to the Section entitled Exclusions: (i) the Products when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially without Error; (ii) that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your devices where the Products are installed; and (iii) that it will perform the Services in a professional manner consistent with industry standards.

8.3 Exclusions. There is no warranty of any kind for the MalQuery Product. Your access to and use of the MalQuery Product is at your own risk. You understand and agree that the MalQuery Product is provided to you on an "AS IS" and "AS AVAILABLE" basis. In addition, CrowdStrike will have no obligation to correct, and CrowdStrike makes no warranty with respect to, Errors caused by: (a) improper installation of the Products; (b) changes that you have made to the Products; (c) use of the Products in a manner inconsistent with the Documentation; (d) any part or feature of the Products in a beta or test phase. If any part of the Products references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided either for its intelligence value or as a convenience only. CrowdStrike has no responsibility for third party content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located within them. CrowdStrike does not endorse any third party services, products or content.

8.4 Remedy for Errors. For Errors reported to CrowdStrike during the period of your paid subscription, your exclusive remedy and CrowdStrike's sole liability for breach of this warranty is that CrowdStrike shall, at its own expense 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 access to the Products and refund the pre-paid fee paid to CrowdStrike prorated for the remainder of your then current subscription term. CrowdStrike shall have no obligation regarding Errors reported, or returns made, after the subscription term.

8.5 Remedy for Deficient Services. If during the period the Services are being performed or within 30 days after the conclusion of the Services (the “Warranty Period”), you provide CrowdStrike written notice of a non-conformity with the warranty, CrowdStrike shall use commercially reasonable efforts to correct and re-perform the Services in a manner that does conform to the warranty. Notwithstanding any other exclusions or limitation of damages included in this Agreement, in the event of any claim by you regarding the Services, your exclusive remedy, and CrowdStrike’s total liability, shall be the re-performance of the Services. If CrowdStrike fails to re-perform the Services as warranted, your exclusive remedy shall be the fees paid to CrowdStrike for the deficient Services.

8.6 No Guarantee. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE OR DISCOVER ALL OF YOUR SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

8.7 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN THE SECTION ENTITLED LIMITED WARRANTY, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.



8.8 **DISCLAIMER FOR MALQUERY.** CROWDSTRIKE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR ACCESS TO OR USE OF THE MALQUERY PRODUCT OR ANY THIRD PARTY CONTENT OR WEBSITES.

9. INFRINGEMENT INDEMNIFICATION.

9.1 **CrowdStrike's Obligation.** Subject to the Sections entitled *Conditions* and *Exclusions*, if a third party makes a claim against you alleging that the Products or Services infringe any U.S. patent or copyright registered or issued as of the start date of your subscription, CrowdStrike shall: (a) pay all reasonable costs to defend you; and (b) pay any damages assessed against you in a final judgment by a court of competent jurisdiction or any settlement that CrowdStrike has agreed upon with such third party.

9.2 **Conditions.** CrowdStrike shall be obligated to pay these costs only if you: (a) notify CrowdStrike promptly in writing of any such claim; (b) give CrowdStrike full information and assistance in settling and/or defending the claim; and (c) except as prohibited by 28 USC §516, give CrowdStrike full authority and control of the defense and settlement of any such claim. You may also participate in the defense at your own expense.

9.3 **Exclusions.** CrowdStrike shall not be liable for: (a) any costs or expenses incurred by you without CrowdStrike's prior written authorization; (b) any use of the Products or Services not in accordance with this Agreement or the Documentation; (c) for any claim based on the use or a combination of the Products or Services with any other process, software, firmware, hardware or data not provided or approved by CrowdStrike; (d) use of any version of the Products or Services other than the most current version made available to you; or (e) any alterations or modification of the Products or Services by any person other than CrowdStrike or its authorized agents.

9.4. **Remedy.** In the event CrowdStrike is required, or in CrowdStrike's sole opinion is likely to be required, to indemnify you under the Section entitled *CrowdStrike's Obligation*, CrowdStrike shall do one of the following: (a) obtain the right for you to continue using the Products or Services; (b) replace or modify the Products or Services with a functional equivalent that is non-infringing; or (c) terminate the subscription to the Products or Services and this Agreement and refund any fee CrowdStrike received, prorated over the remainder of the then current subscription term.

9.5 **Exclusive Remedy.** THE PROVISIONS OF THIS SECTION (*INFRINGEMENT INDEMNIFICATION*) SET FORTH CROWDSTRIKE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, CROWDSTRIKE AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: CROWDSTRIKE AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, FOR LOSS OF PRIVACY, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF CROWDSTRIKE KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWDSTRIKE'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU PAID FOR THE PRODUCT(S) OR SERVICE(S) AT ISSUE REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF YOUR EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CROWDSTRIKE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

THE PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE PRODUCTS OR SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR 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.



THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from the Vendor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. EXPORT RESTRICTIONS. You acknowledge that the Products and Services are subject to export restrictions by the United States Government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Products or Services or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Department of Commerce’s Table of Denial Orders (Denied Persons List) or U.S. Department of the Treasury’s list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States Government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products and Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States Government.

12. U.S. GOVERNMENT END USERS. The Products and Services are “commercial items” as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), CrowdStrike provides the Products and Services, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with CrowdStrike to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written and signed addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Products and Services and stop any use of, and return or destroy, the Products and Services and any other software or technical data delivered as part of the Products and Services to CrowdStrike. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13. TERMINATION.

13.1 Termination. If you are using the Products and Services pursuant to a beta test, evaluation or demonstration, the term of this Agreement and the duration of your use shall be in CrowdStrike’s sole discretion with the understanding that you can stop using the Products and Services at any time. If You are an instrumentality of the U.S., recourse against the United States for any disputed breach of this Agreement must be brought as a dispute under the Contract Disputes Act. During any dispute under the Disputes Clause, CrowdStrike shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. If you violate this Agreement and do not dispute that you violated this Agreement, in addition to all other rights and remedies that CrowdStrike may have at law, CrowdStrike may, without terminating this Agreement, and in its sole discretion and without further notice to you, temporarily suspend your access to the Products and Services. Either one of us may bring a claim under the Contract Disputes Act to terminate this Agreement if the other party breaches a material obligation under this Agreement and such party does not dispute that the breach occurred and such breach continues uncured or, without a mutually agreed plan for a cure, for a period of thirty (30) days after written notice to the breaching party. Upon termination of this Agreement for any reason: (a) all license rights granted in this Agreement will immediately terminate and your access to the Products and Services will end, and (b) you must promptly stop all use of the Products and Services. Any disputed breach will be subject to the Contract Disputes Act.



13.2 Survival. The Sections entitled Controlling Agreement, Restrictions, Data Collection and Use, Confidentiality, Your Representations and Indemnification, Limited Warranty, Limitation of Liability, Termination, Survival, Assignment, Relationship, Governing Law and Venue, Equitable Relief and Severability shall survive the expiration or termination of this Agreement.

14. GENERAL.

14.1 Assignment. You may not assign or transfer this Agreement without the prior written consent of CrowdStrike;. You shall provide written notice to CrowdStrike of any such assignment upon consummation of the assignment. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the requirements of FAR 42.12, at any time, CrowdStrike may assign its rights or delegate its obligations under this Agreement.

14.2 Relationship. The parties are independent contractors under this Agreement, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties. Nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) create a principal-agent or employer-employee relationship, or (iii) give either party the authority to bind the other party to any contract with a third party.

14.3 Subcontractors. Unless otherwise specified in a Statement of Work, we may use third party subcontractors and/or our Affiliates in the performance of this Agreement. CrowdStrike shall be responsible for its subcontractors and Affiliates complying with this Agreement.

14.4 Governing Law and Venue. The Federal laws of the United States govern this Agreement if between a U.S. Government agency and CrowdStrike. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Notwithstanding the foregoing, CrowdStrike reserves the right to file a suit or action in any court of competent jurisdiction as CrowdStrike deems necessary to protect its intellectual property and proprietary rights and to recoup any unpaid fees.

14.5 [Reserved]

14.6 Waivers and Amendments. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by you and CrowdStrike.

14.7 Severability. If any provision of this Agreement is held by a court to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

14.8 Force Majeure and Availability. Excusable delays shall be governed by FAR 52.212-4(f). For clarity, the disruption or outage of communications (including the Internet or other networked environment) is an occurrence beyond the reasonable control of CrowdStrike under FAR 52.212-4(f). You acknowledge and agree that the Products and Services are subject to downtime for routine and emergency maintenance and no refunds or credits will be provided for such service unavailability.