

**AMENDMENT TWO
TO
AGGREGATION AGREEMENT**

This Amendment Two (this “**Amendment Two**”) to the Aggregation Agreement by and between DLT Solutions, LLC (“**DLT**”), a Virginia limited liability company, and CrowdStrike, Inc. (“**CrowdStrike**”), a Delaware corporation, is entered into as of the date signed by the last party (the “**Amendment Two Effective Date**”).

Whereas, the parties entered into that certain Aggregation Agreement dated as of November 14, 2017 (as amended, the “Agreement”), and pursuant thereto the parties desire to further amend and modify that Agreement with this Amendment Two.

Whereas, CrowdStrike and the State of Ohio (“State”), through its Department of Administrative Services, are parties to that certain Master Cloud Services Agreement #MCSA0102 dated March 11, 2022 (together with all Service Attachments, Supplements, and Exhibits thereto, in each case, as may be amended from time to time, collectively, the “Ohio MCSA”), pursuant to which Subscribers (as defined in the Ohio MSCA) may purchase Services (as defined in the Ohio MSCA);

Now Therefore, in consideration of the premises and the mutual covenants contained herein, the parties hereby amend the Agreement as follows:

- I. The attached Addendum “State of Ohio – Master Cloud Services Agreement #MCSA0102” (the “Ohio Addendum”) shall be incorporated into the Agreement. The terms and conditions set forth in the Ohio Addendum shall apply only to Sales by DLT to Subscribers (as defined in the Ohio MSCA).

This Amendment Two is part of the Agreement. Except as expressly amended by this Amendment Two, the Agreement remains in full force and effect according to its terms. In the event of any direct conflict between this Amendment Two and the terms and conditions of the Agreement, this Amendment Two governs with respect to the sale of professional services.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Amendment Two to be effective as of the Amendment Two Effective Date.

CrowdStrike, Inc.
DocuSigned by:
By: Michael Rogers
9107287BCAD84E6
Printed Name: Michael Rogers
Title: Vice President
Date: 3/11/2022

DLT, LLC
By: _____
Printed Name: _____
Title: _____
Date: _____

Addendum to Aggregation Agreement

State of Ohio – Master Cloud Services Agreement #MCSA0102

This Addendum (“State of Ohio Addendum”) to the Aggregation Agreement (as defined below) shall govern and apply to all Sales by DLT of CrowdStrike Offerings pursuant to the Ohio MSCA (as defined below). Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Aggregation Agreement.

Whereas, CrowdStrike, Inc. (“CrowdStrike”) and DLT Solutions, LLC (“DLT”) are parties to that certain Aggregation Agreement dated as of November 14, 2017 (as amended, the “Aggregation Agreement”), pursuant to which DLT is authorized to Sell CrowdStrike Offerings;

Whereas, CrowdStrike and the State of Ohio (“State”), through its Department of Administrative Services, are parties to that certain Master Cloud Services Agreement #MCSA0102 dated March 11, 2022 (together with all Service Attachments, Supplements, and Exhibits thereto, in each case, as may be amended from time to time, collectively, the “Ohio MSCA”), pursuant to which Subscribers (as defined in the Ohio MSCA) may purchase Services (as defined in the Ohio MSCA);

Now Therefore, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

1. Authorization, Acknowledgment and Agreement.

- a. CrowdStrike hereby authorizes DLT to resell Services (as defined in the Ohio MSCA) to Subscribers (as defined in the Ohio MSCA) pursuant to and in accordance with the Ohio MSCA, the Aggregation Agreement and this State of Ohio Addendum. For the avoidance of doubt, DLT is not authorized to distribute or resell Services to other Partners for resale to Subscribers, but is only authorized to resale Services directly to Subscribers.
- b. DLT hereby (i) acknowledges that CrowdStrike has provided DLT with a copy of the Ohio MSCA and (ii) agrees to be bound by the terms and conditions of the Ohio MSCA including, without limitation, Section 9 (Standard Provisions) thereof.

2. Certifications, Representations and Warranties. DLT hereby:

- a. certifies that (i) it is currently in compliance with and will continue to adhere to the applicable requirements of the Ohio ethics laws and (ii) all applicable parties listed in Ohio Revised Code Section 3517.13 and for which DLT is responsible are in full compliance with Section 3517.13;
- b. represents and warrants that DLT is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Aggregation Agreement;
- c. certifies that DLT is one of the following:
 - i. A company that is properly registered with the Ohio Secretary of State; or

- ii. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 - iii. Exempt from registration requirements of the Ohio Secretary of State;
 - d. certifies that DLT is a “Business entity” as the term is defined in ORC Section 145.037; and
 - e. represents and warrants that DLT is not to its knowledge subject to an unresolved finding for recovery under ORC §9.24 (if this representation and warranty is false, this State of Ohio Addendum is void *ab initio*).
3. Breaches. Any breach by DLT of this State of Ohio Addendum or any terms or conditions of the Ohio MSCA shall constitute a material breach by DLT of the Aggregation Agreement.
 4. Revenue Share; Reporting Requirements. For the avoidance of doubt, the obligations set forth in Section 7.4 (State Reporting Requirements) and Section 7.6 (Revenue Share) will be performed by DLT in accordance with such Sections.
 5. Indemnification. DLT agrees, at its expense, to indemnify and hold harmless CrowdStrike from and against any loss, cost, damage or expense of any kind resulting from DLT’s acts or omissions with respect to its Sale of Offerings pursuant to the Ohio MCSA. To qualify for such defense and payment, CrowdStrike must: (i) give DLT prompt written notice of any such claim, and (ii) allow DLT to control, and fully cooperate with DLT in, the defense and all related settlement negotiations.
 6. Audits. Upon reasonable notice and during DLT’s normal business hours, CrowdStrike shall have the right to audit (either directly or indirectly through an independent third party) DLT’s books of account and business records as necessary to verify DLT’s compliance with this State of Ohio Addendum and the Ohio MSCA.
 7. Assignment. Notwithstanding anything to the contrary set forth in the Aggregation Agreement, DLT may not assign this State of Ohio Addendum, by merger, operation of law or otherwise, without the prior written approval of CrowdStrike. For the purposes of this section, a change in the persons or entities that control 50% or more of the equity securities or voting interest of DLT shall be considered an assignment of DLT’s rights.
 8. Third Party Beneficiary. The State shall be third party beneficiary with respect to Section 1(b)(ii) hereof and shall have the right to enforce such Section directly against DLT to the extent the State may deem such enforcement necessary or advisable to protect its rights.