

CROWDSTRIKE, INC.
MASTER CLOUD SERVICES AGREEMENT #MCSA0102

THIS MASTER CLOUD SERVICES AGREEMENT (“Agreement”) is by and between CrowdStrike, Inc. (“Contractor”), having an office at 150 Mathilda Place, 3rd Floor, Sunnyvale, California 94086, and the State of Ohio (“State”), through its Department of Administrative Services (“DAS”), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Contractor also are sometimes referred to jointly as the “Parties” or individually as a “Party.” The effective date of this Agreement is the date it is signed on behalf of the State (“Effective Date”).

1. General Information

1.1. Organization

This Agreement covers subscriptions to cloud services through one or more attachments (“Service Attachments”) that describe the cloud offerings (“Services”) that the Contractor makes available to its customers by subscription and that it is authorized to sell to the State. The Service Attachments describe the Services the Contractor offers under this Agreement, along with any special terms or conditions applicable only to those Services, descriptions of those Services, features, and all fees associated with such Services, as well as any other provisions to which the Parties have agreed with respect to those Services. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.2. Subscribers

A “Subscriber” means State entities such as agencies, boards, and commissions (sometimes referred to as “State Entities”) that place requests (“Orders”) through the State’s Ordering System described in another section under this Agreement for any of the Services identified by one or more Service Attachments incorporated into this Agreement. And it includes other entities of the State, such as the legislative and judicial branches of State government and the independent offices of elected State officials that place Orders under this Agreement. It also means the Cooperative Purchasing Members, defined in the next section, that place Orders under this Agreement.

1.3. Cooperative Purchasing Members

“Cooperative Purchasing Members” are entities that qualify for participation in the State’s cooperative purchasing program under Section 125.04 of the Ohio Revised Code (“ORC”) and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

1.4. Term

The current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, this Agreement along with all Service Attachments will automatically expire on September 30, 2025.

1.5. Agreement – Renewal

The State may renew this Agreement prior to the expiration date by issuing written notice to the Contractor of the decision to do so. Renewals will be initiated by the State in writing at least 30 days before the expiration date.

1.6. Service Attachment(s) – Renewal

As part of the renewal of this Agreement, the State may renew any or all Service Attachments by issuing written notice to the Contractor of the decision to do so. Renewals will be initiated by the State at least 30 days before the expiration of the then current term. Individual Orders under a Service Attachment may be renewed as long as the applicable Service Attachment remains in effect. Any such renewal is effective only on issuance of a purchase order from the Subscriber for the applicable Service.

After the first renewal, the Parties agree that (a) pricing of Services as set forth in the pricing addendum attached to a Service Attachment may be renegotiated to reflect more favorable rates to the State; and (b) the description of Services set forth in a Service Attachment may be revised to reflect the Contractor's then current offerings. Upon termination of this Agreement, all rights of the Subscribers to order new Services cease and the Contractor may not fulfill any new Orders for any Subscriber under this Agreement. Further, all existing Service Attachments and all existing Orders under those Service Attachments also will terminate, except to the extent that the Contractor has any prepaid Services to perform.

1.7. Relationship of the Parties and Subscribers

The Contractor is an independent contractor and is not an agent, servant, or employee of the State. The Contractor is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for all such federal, state, municipal, or other tax liabilities. Additionally, as an independent contractor, The Contractor is not a public employee and is not entitled to contributions from the State to any public employee retirement system or any other benefit of public employment.

Further, any individual providing personal Services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. And unless the Contractor is a "business entity" as that term is defined in ORC 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") the Contractor must have any individual performing work under this Agreement complete and submit to the

ordering agency the Independent Contractor/Worker Acknowledgement form found at the following link:

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

The Contractor's failure to complete and submit the Independent/Worker Acknowledgement form before providing any Service or otherwise doing any work hereunder will serve as the Contractor's certification that the Contractor is a "Business entity" as the term is defined in ORC Section 145.037.

1.8. Dealers and Distributors

The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for Orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and sent to the address listed in The Notices section of this Agreement.

In doing the above, the Contractor warrants that:

- i. The Contractor has provided the dealer with a copy of this Agreement, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Agreement.
- ii. Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- iii. The Contractor will remain liable under this Agreement for the Services of its dealers and will remedy any breach of any of its dealers under this Agreement.
- iv. Payments under this Agreement for the Services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- v. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

Section 125.081 of the Ohio Revised Code requires the State to set-aside purchases for MBE and Executive Order 2008-13S encourages use of EDGE businesses. Therefore, the State encourages the Contractor to purchase goods and services from Ohio certified Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors and to use such for its dealers and distributors under this Agreement.

1.9. Audits and Reports

During the term of this Agreement and for three years after its termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to any billing or invoices under the Agreement, or to pricing representations that the Contractor made to acquire this Agreement. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Order hereunder; provided that such duly authorized representative or organization (a) is not a Contractor Competitor to the best of the State's knowledge, and (b) is bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth in this Agreement or is otherwise bound by a statutory or legal confidentiality obligation.

The Contractor must make such records and materials available to the State within 15 days after receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation, overcharge to the State, or violation of the terms of this Agreement, the State may be entitled to recover its damages, including the cost of the audit.

The State also may require various reports from the Contractor as identified in this Agreement and those identified in any Service Attachment. Further, upon request by the State, the State will be entitled to any other reports that the Contractor makes generally available to its other customers of the same Services via the Contractor's Falcon user interface, without additional charge. The State's rights under this section will apply to all Services provided to all Subscribers under this Agreement, but a Subscriber's rights to reports will apply solely to Services it orders or receives under this Agreement.

1.10. Subscribers' Reliance on Agreement

Subscribers may rely on this Agreement. But whenever a Subscriber is a Cooperative Purchasing Member and relies on this Agreement to issue an Order, the Subscriber will step into the shoes of the State under this Agreement for purposes of its Order, and, as to the Subscriber's Order, this Agreement will be between the Contractor and that Subscriber. The Contractor must look exclusively to that Subscriber for performance, including but not limited to payment, and will not hold the State responsible for such Orders and the Subscriber's performance. But the State, through DAS, will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Contractor fail to honor its obligations under an Order from any Subscriber, whether a Cooperative Purchasing Member or not.

1.11. Third-Party Suppliers

The Contractor is responsible for the costs of any third party supplies and services required by the Contractor for performance by the Contractor under this Agreement.

The Contractor's use of other suppliers does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Contractor to meet its obligations under the

Contractor's agreement with the supplier. The Contractor will hold the State harmless and indemnify the State against any such claims.

The Contractor assumes responsibility for all Services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Contractor will be the sole point of contact for all contractual matters, including payment of all charges resulting from the Agreement and all Service requests.

1.12. Non-Exclusivity

This Agreement is non-exclusive and is not a requirements contract. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.13. Competitive Pricing and Services

Pricing under this Agreement is provided in accordance with the Contractor's pricing set forth in the Service Attachments. This represents commercially available pricing for all customers. For the purposes of maintaining pricing and Service competitiveness through the term of this Agreement, Contractor agrees to periodically review and discuss its pricing and Service offerings with the State upon request. Requests for amendments to the Service Attachments to reduce fees and introduce technological Service improvements may be submitted by Contractor at any time throughout the term of this Agreement.

1.14. Conflict Resolution

If one Party believes the other Party has violated or is not complying with the terms of this Agreement or if any other dispute arises under this Agreement, the Party raising the matter may provide to the other Party written notice referencing this section and specifying the nature of the dispute (the "Dispute Notification"). The Parties then will seek to resolve the dispute in accordance with the procedures in this Section.

All disputes will be submitted first to the authorized State representative (or designee) and the Contractor's Account Manager (or equivalent) for resolution. For 15 days from receipt of the Dispute Notification ("Dispute Date"), the authorized State representative and Contractor's Account Manager will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If after the 15 days identified above, the authorized State representative and the Contractor's Account Manager are unable to resolve the dispute, the Parties will then submit the dispute to the State's IT Contract Manager (or designee) and to the Contractor's Sales Director (or equivalent) for resolution. For the next 15 days, the State's IT Contract Manager and Contractor's Sales Director will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If following the 15 days in the previous section, the State's IT Contract Manager and the Contractor's Sales Director are unable to resolve the dispute, the Parties will then submit the dispute to the State's Chief Information Officer ("CIO") or a designee and to the Contractor's Vice President of Sales (or equivalent executive) for resolution. For the next 15 days, the State's CIO and Contractor's Vice President will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the

dispute in good faith. If the State's CIO and Contractor's Vice President are unable to resolve the dispute within that time, the Parties will nevertheless continue to retain their rights to initiate formal proceedings hereunder. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief at any point.

The specific format for such discussions will be left to the discretion of the representatives of the State and Contractor responsible for attempting to resolve the dispute, but each Party will involve the business, technical, and legal resources reasonably necessary to attempt in good faith to resolve the dispute at the earliest possible time and without undue delay.

If, after following the procedure outlined above, the Parties are still unable to resolve the dispute and the dispute involves a claim that the Contractor is noncompliant with its obligations hereunder or has overcharged for a Service, the State or affected Subscribers may withhold payment for any Services that are the subject of the dispute until the Contractor cures the noncompliance, the Parties arrive at an agreement to resolve the dispute, or a Party obtains a resolution in a court of competent jurisdiction.

Nothing in this section is intended to limit the rights provided under termination section of this Agreement or be a prerequisite to exercising those rights.

Once the dispute has been resolved, any payments withheld will be handled in the following manner:

If the resolution was in favor of the State or one or more Subscribers, the Contractor will issue a credit on the next invoice for the affected Subscribers. If an invoice will not be issued within 90 days of the resolution, the Contractor will issue payment in the form of a check or wire transfer for the full amount. Any such checks or wire transfers must be issued within that 90-day period.

If in favor of the Contractor, the affected Subscribers will submit appropriate payment within 30 days of receiving notification of the resolution at the office designated to receive the invoice.

In either of the above cases, the amount or amounts withheld by the State or Subscriber(s) will be taken into account in calculating any amount(s) due.

2. General Requirements for Cloud Services

2.1. Standards

All Service subscriptions must provide a Service that maintains a redundant infrastructure designed to ensure access for all the State's enrolled users in case of a failure at any one of the Contractor locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. to the extent described in Exhibit II. They also must meet the Service Level Agreement attached hereto as Exhibit II (the "Technical Support and Service Level Agreement" or "SLAs") and be supported with sufficient connectivity and computing resources to handle reasonably anticipated peak demand, and the Contractor must ensure

that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance.

“FedRAMP” means the Federal Risk and Authorization Management Program. All Services available under this Agreement are hosted within the boundary of the FedRAMP accreditation and authority to operate by the U.S. Federal Government. All Services must operate at the moderate level baseline as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (current, published version), and be consistent with Federal Information Security Management Act (“FISMA”) requirements. Services are designed to provide the State’s systems administrators with 24x7 visibility into the services through a real-time, web-based “dashboard” capability that enables them to monitor, in real or near real time, the services’ performance against the established service level agreements and promised operational parameters.

The Contractor has and will continue to use industry standard techniques through quality assurance procedures to ensure that there are no viruses, malware, or undocumented features in its infrastructure and Services. The Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise electronic self-help except in the following circumstances: (i) if the Contractor believes that there is a significant threat to the security, integrity, functionality, or availability of the Services. Contractor will provide notice to Subscribers as soon as possible in such circumstances; (ii) if a Subscriber is in breach of Section 2.5 of this Agreement and only upon notification to the Subscriber with an opportunity to cure the breach; or (iii) as otherwise set forth herein or in a Service Attachment.

User access to the Services must be capable of using SAML or OpenID Connect protocols to securely federate with the State’s identity provider service in order to: (i) support single sign-on capability for users; (ii) ensure that every user is tied to an identity provider account; and (iii) prevent user access when a user is disabled or deleted in the applicable identity provider user store. Active Directory or other LDAP services should be used only as an alternative if SAML or OpenID Connect are unavailable.

If the Service is cloud based, the Contractor must obtain an annual audit that meets the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements (“SSAE”) No. 18, Service Organization Control 2 Type 2 (“SOC 2 Report”). The audit must cover the Contractor’s corporate operations. Contractor does not obtain a SOC 2 Report for the Services because they are FedRAMP authorized. The audit will be at the sole expense of the Contractor and promptly after written (including email) request from the State, the Contractor shall provide to the State a copy of such SOC 2 Report, which report shall be considered the Contractor’s Confidential Information and subject to the Confidentiality section of this Agreement.

At no cost to the State, the Contractor must remedy or mitigate, as appropriate, any material adverse findings identified in each SOC 2 Report as they pertain to the Services in accordance with the Contractor’s internal processes and procedures.

Supplement S, the State’s Security, Privacy, and Data Handling Policy, as modified by the Contractor’s responses therein and as mutually agreed upon by the parties to this Agreement, is incorporated into this Agreement and made a part hereof. It provides for

additional security, privacy, and data handling requirements to those in this and other sections of this Agreement.

2.2. Object Reassignment

Any Service subscriptions that are provided by the number of items that may be used by or in conjunction with it, such as nodes, users, or connections (“Objects”), may be reassigned to other, similar Objects (i.e., a node to a node, a user to a user) within the Subscriber’s organization at any time and without any additional fee or charge. For example, a named user subscription may be assigned to another user. But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable subscription. Should a Subscriber require a special code, a unique key, or similar item to reassign the subscription as contemplated by this section, the Contractor will provide such a code, key, or similar item to the Subscriber at any time and without a fee or charge. A later section in this Agreement governs assignment of a Subscriber’s subscription to any Service to a successor in interest.

2.3. Reserved

2.4. Contractor Warranties

The Contractor warrants the following:

- i. It has validly entered into this Agreement and has the legal power to do so.
- ii. The Services will perform materially in accordance with the applicable Documentation and the requirements of this Agreement.
- iii. Subject to any limitations specified in the applicable Service Attachment, the functionality of the Services will not be materially decreased during the Order Term.
- iv. The Contractor has used industry standard techniques to prevent the Services at the time of delivery from injecting viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs (“Malicious Code”) into the Subscriber’s Endpoints where the Services are installed. “Endpoints” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

For any breach of a warranty set forth in clauses (i), (iii), or (iv) above, the State’s and individual Subscribers’ remedies will be as provided in the section of this Agreement dealing with termination.

For a breach of the warranty set forth in clause (ii), the Subscriber must notify the Contractor of such warranty claim during the Order Term. The Subscriber’s sole and exclusive remedy and the entire liability of the Contractor for its breach of this warranty will be for the Contractor, 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 warranty breach; or (b) terminate the Subscriber’s license to access and use the applicable non-conforming Services and refund the prepaid fee prorated for the unused period of the Order Term. The Contractor shall have no obligation regarding such warranty breaches reported after the applicable Order Term.

Failure of the Contractor to meet any SLAs in an applicable Service Attachment will not be considered a breach of this warranty section unless the State reasonably determines that the failure is persistent or extended in duration.

No Guarantee. THE CONTRACTOR DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL FIND, LOCATE, OR DISCOVER ALL OF THE SUBSCRIBER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE.

Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE CONTRACTOR AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. THERE IS NO WARRANTY THAT THE SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF THE SUBSCRIBER'S PARTICULAR PURPOSES OR NEEDS. THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE SERVICES ARE NOT 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. THE CONTRACTOR DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

2.5. State and Subscribers Responsibilities

The State and each Subscriber will be responsible for their respective compliance with this Agreement. Additionally, each Subscriber will:

- i. Be responsible for the accuracy, quality, and legality of its data and of the means by which the data was acquired.
- ii. Use commercially reasonable efforts to prevent unauthorized access to or use of the Services to which it subscribes and notify the Contractor promptly of any unauthorized access or use of which it becomes aware.
- iii. Use the Services only in accordance with the applicable Documentation, to the extent it is not inconsistent with this Agreement. "Documentation" means the Contractor's end-user technical documentation included in the applicable Service.

A Subscriber may not:

- i. Intentionally make the Services available to anyone other than its employees and contractors (other than Contractor Competitors to the best of Subscriber's knowledge) acting on its behalf.
- ii. Sell, resell, rent, sublicense, or lease the Services.
- iii. Use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

- iv. Intentionally use the Services to store or transmit Malicious Code (unless such Services are designed specifically for such purpose).
- v. Intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein.
- vi. Attempt to gain unauthorized access to the Services or their related systems or networks.
- vii. Alter, publicly display, translate, create derivative works of or otherwise modify a Service.
- viii. Create public Internet “links” to a Service or “frame” or “mirror” any Service content on any other server or wireless or Internet-based device.
- ix. Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for a Service (except to the extent that such prohibition is expressly precluded by applicable law).
- x. Conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, a Service (provided, that this does not prevent a Subscriber from comparing the Service to other products solely for Subscriber’s Internal Use).
- xi. Cause, encourage or assist any third party to do any of the foregoing.

“Internal Use” means access to or use of the Services solely for a Subscriber’s own internal information security purposes. For purposes of the Ohio Department of Administrative Services (“DAS”) as a Subscriber, Internal Use includes access to or use of the Services by DAS as the information security provider for State Entities.

The Subscriber 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 Services will be installed or that will be the subject of, or investigated during, the Services, (ii) to the extent required under any federal, state, or local U.S. or non-U.S. 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 the Contractor to access the Systems and process and transmit data through the Services in accordance with this Service Attachment and the Agreement and as necessary to provide and perform the Services, (iii) it has a lawful basis in having the Contractor investigate the Systems, process the Subscriber Data, which may include personal data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct the Contractor to carry out the Services, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing of Subscriber Data, which may include personal data, from the Subscriber to the Contractor.

3. Insurance, Indemnification, Limitation of Liability

3.1. Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the Agreement insurance for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.
2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the State and Subscribers harmless from loss or liability for such.
4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall cover all applicable Contractor personnel or subcontractors who perform professional services related to this Agreement.
5. Cyber liability (first and third party) with limits not less than \$5,000,000 per claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The Insurance obligations under this Agreement shall be the minimum Insurance coverage requirements and/or limits shown in this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Except for Workers' Compensation, Professional Liability insurance and Cyber Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

Primary Coverage

Except where prohibited by applicable law, for any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation

A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement, and despite any lapse in coverage, Contractor remains responsible for its other obligations under this Agreement, including in this Article 3.

Waiver of Subrogation

Except for Professional/Cyber Liability insurance, Contractor hereby agrees to provide a "Blanket" waiver of subrogation endorsement in favor of the State of Ohio.

Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared to the State.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown in the certificate of insurance and must be before the date of the Agreement or the beginning of contract work.
2. Insurance must be maintained (which may include a renewal, replacement or extension) and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of

three (3) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage

Contractor shall furnish the State of Ohio with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

In the event of a material change to the requirements or Services provided under this Agreement, State of Ohio reserves the right to request the modification of these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided, however, that such modifications shall become effective only upon mutual agreement of the Parties in an amendment to this Agreement.

3.2. Indemnification for Infringement

The Contractor will protect, indemnify, defend, and hold the State and the Subscribers harmless from and against any claims that the Services infringe any third parties' intellectual property rights. Any such defense will be at the Contractor's sole cost and expense. Further, the Contractor will indemnify the State and Subscribers for any liability resulting from any such claims, demands, or suits, as well as hold the State and the Subscribers harmless for the Contractor's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply (i) where the State or a Subscriber has modified or misused the Service and the claim or the suit is based on the modification or misuse, or (ii) if the claim is based upon or arises out of (A) any combination or use of the applicable Service with or in any third party software, hardware, process, firmware, or data not contemplated in the Documentation, to the extent that such claim is based on such combination or use, (B) the Subscriber's continued use of the allegedly infringing Service after being notified of the infringement claim or after being provided a modified version of the Service by the Contractor at no additional cost that is intended to address such alleged infringement, (C) the Subscriber's failure to use the Service in accordance with the applicable Documentation; and/or (D) the Subscriber's use of the Service outside the scope of the rights granted under this Agreement. The State or affected Subscribers will give the Contractor notice of any such claim as soon as reasonably practicable. The Contractor's obligations under this Section 3.2 are contingent upon the Subscriber obtaining and providing the Contractor consent from the Office of the State's Attorney General to control the defense of any such claim.

If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement or similar claim that is pending may succeed, the Contractor will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the Subscribers business:

- i. Modify the offending Service so that it is no longer infringing but provides substantially the same functionality as before the modification.
- ii. Replace the offending Service with an equivalent or better, non-infringing offering.
- iii. Acquire the right for the Subscribers to use the infringing Service as it was intended to be used under this Agreement.
- iv. Terminate the infringing Service and refund the pre-paid, unused amount, corresponding to the unused period of the Order Term, the Subscribers paid for the Service and the amount of any other Service that requires the availability of the infringing Service for it to be useful to the Subscribers.

THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE THE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES, AND THE CONTRACTOR'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

3.3. Limitation of Liability - State

The State's and Subscribers' combined total liability for damages, whether in contract, law, or equity, will not exceed two times the amount of compensation payable to Contractor for the previous 12 months of Service related to the Service Attachment under which the damages occurred or the amount of direct damages incurred by the Contractor, whichever is less.

3.4. Limitation of Liability - Contractor

The Contractor will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement provided such liability, claim, loss or damage is due to the fault or negligence of the Contractor, its employees, agent, subcontractors or affiliates up to an amount not to exceed two times the amount of compensation payable by the applicable Subscriber to the Contractor for the previous 12 months of Service related to the Service Attachment under which the damages occurred to the extent such limitation does not impose an unlawful indemnification obligation on the State or a Subscriber. Notwithstanding the immediately previous sentence, the limitation set forth above shall not apply to the following: (a) indemnification for infringement in Section 3.2; (b) Security Breaches, provided, however, that in the event of a claim resulting from a Security Breach, the Contractor's liability shall not exceed three times the amount of compensation payable by the applicable Subscriber to the Contractor for the previous 12 months of Service related to the Service Attachment under which the damages occurred, to the extent such limitation does not impose an unlawful indemnification obligation on the State or a Subscriber; or (c) direct loss to the State or a Subscriber for bodily injury, death, or damage to property of the State or a Subscriber caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of the Contractor or the Contractor's employees or agents.

While not an exhaustive list, the following damages resulting from a Security Breach will be considered direct damages under this Agreement subject to the applicable liability cap set forth above: (i) expenses for legally-required notification of impacted individuals whose personal data was compromised; (ii) government fines and penalties assessed against the State and/or Subscribers; and (iii) 12 months of credit monitoring and identity theft protection for individuals impacted by a disclosure.

EXCEPT FOR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS WILL 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 INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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 3.4.

4. Confidentiality and Handling of Data

4.1. Confidentiality

Each Party may disclose to the other Party written material or oral or other information that the Disclosing Party (as defined below) treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the Disclosing Party delivers to the Receiving Party (as defined below) will remain with the Disclosing Party. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Agreement; provided, however, that the Contractor may disclose Confidential Information 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.

Subject to applicable law including, without limitation, the Ohio Public Records Law (Ohio Rev. Code sec. 149.43 et seq.), the State must hold the Contractor's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party other than its 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. If any Service delivered under this Agreement contains data,

documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Agreement. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information; provided, however, that the State shall not provide the Contractor's Confidential Information to any person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with the Contractor's products or services ("Contractor Competitors").

If a Subscriber receives a request under the Ohio Public Records Law for the Contractor's Confidential Information, the Subscriber shall, in accordance with the Ohio Public Records Law and to the extent not prohibited by applicable law, give the Contractor prior written notice sufficient to allow the Contractor to seek a protective order or other remedy.

If one Party discloses Confidential Information ("Disclosing Party") to the other Party to this Agreement ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- i. was already in the possession of the Receiving Party without an obligation of confidence;
- ii. is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- iii. except as provided in the next paragraph, is or becomes publicly available without a breach of this Agreement;
- iv. is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- v. is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- vi. is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - a. Notifies the Disclosing Party of the order immediately upon receipt of it, unless it is legally prohibited from doing so; and
 - b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things, is nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Agreement. Therefore, item (iii) in the preceding paragraph does not apply, and each Party must treat such information as Confidential Information whether it is available elsewhere or not.

Neither Execution Profile/Metric Data nor Threat Actor Data are the State's Confidential Information.

“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) Subscriber provides to the Contractor in connection with this Agreement or (ii) is collected or discovered during the course of the Contractor providing Services, excluding any such information or data that identifies Subscriber or to the extent it includes personal data.

“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) Subscriber provides to the Contractor in connection with this Agreement, or (ii) is collected or discovered during the course of the Contractor providing Services, excluding any such information or data that identifies Subscriber or to the extent that it includes personal data.

The Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party’s obligations hereunder, the Disclosing Party will be entitled to seek temporary and permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages. However, this provision does not diminish or alter any right to claim and recover damages.

This Agreement is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

4.2. Public Records Requests.

Should the Contractor receive any public records request with respect to any Subscriber’s Data, the Contractor will, to the extent permitted by applicable law, promptly notify any affected Subscriber and reasonably cooperate with the affected the Subscriber directions at the Subscriber’s cost and expense.

4.3. Handling of Subscriber’s Data

“Subscriber’s Data” is any information, data, files, or software (but not, for the avoidance of doubt, any Contractor owned or licensed software) that is generated by Subscriber Endpoints and stored on those computer systems hosting the Services covered by this Agreement (“Contractor Systems”) in conjunction with the Services. Neither Execution Profile/Metric Data or Threat Actor Data are Subscriber’s Data. The Contractor must use due diligence to ensure computer and telecommunications systems and Services involved in storing, using, or transmitting Subscriber’s Data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must comply with all applicable National Institute of Standards and Technology (“NIST”) standards for Moderate Impact systems and with respect to Contractor Systems:

- i. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Agreement.
- ii. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- iii. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
- iv. Maintain appropriate identification and authentication processes for information systems and services associated with Subscriber's Data.
- v. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with Subscriber's Data.
- vi. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold Subscriber's Data, limiting access to only these points and disabling all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. And the Contractor must use two-factor authentication to limit access to systems that contain Subscriber's Data.

Unless a Subscriber instructs the Contractor otherwise in writing, the Contractor must assume all Subscriber's Data is confidential (subject to the exclusions, exceptions and obligations set forth in Section 4.1 (*Confidentiality*)) for Subscriber operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access Subscriber's Data, as well as attacks on the Contractor's infrastructure associated with Subscriber's Data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with Subscriber's Data.

The Contractor must use appropriate measures to secure a Subscriber's Data before transferring control of any systems or media containing that Subscriber's Data. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Agreement.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business

interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains Subscriber's Data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with Subscriber's Data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to Subscriber's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware.

The Contractor may not allow Subscriber's Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Agreement properly. Even then, the Contractor may permit such only if adequate security measures are in place that are designed to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus protection, personal firewalls, and system password protection. In addition, Subscriber's Data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the NIST standards identified above.

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with Subscriber's Data. The Contractor also must maintain an incident response capability for all Security Breaches involving Subscriber's Data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a Security Breach or attempt to attack or access Subscriber's Data or the Contractor's infrastructure associated with Subscriber's Data.

In case of an actual security breach of Contractor Systems that has compromised Subscriber's Data, including but not limited to loss or theft of devices or media ("Security Breaches"), the Contractor must notify the Subscriber in writing of the breach within 48 hours of the Contractor becoming aware of the breach, and provide commercially reasonable cooperation to the Subscriber to remediate such a breach. This includes any use or disclosure of the Subscriber's Data that is inconsistent with the terms of this Agreement and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of the Contractor.

The Contractor must give affected Subscribers access to the details of the breach and assist each Subscriber in making any notifications to potentially affected people and organizations that the affected Subscriber is legally mandated to make. The Contractor must document all such incidents, including its response to them, and make that

documentation in a form that is suitable for the Contractor's customers available to the affected Subscribers on request. In addition to any other liability under this Agreement related to the Contractor's improper disclosure of Subscriber's Data, and regardless of any limitation on liability of any kind in this Agreement, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably acceptable to the State.

All Subscriber's Data will remain the property of the Subscriber. The Services are designed to provide the Subscriber with continued access and download capability during the applicable Order Term for purposes of retrieving its data for research, investigation, transfer, or migration to other systems.

All Subscriber's Data at rest in systems supporting the Contractor's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this section at all Contractor locations.

When the Contractor performs any Services under this Agreement that require the Contractor's and its subcontractors' personnel to access State facilities that the State, in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgement or have a background check performed or whose results from such background check are unacceptable to the applicable Subscriber. As used in this Agreement, "Subcontractor" or "subcontractor" shall mean any person or entity that has been retained by the Contractor to perform all or a portion of the Services directly and uniquely to the State or another Subscriber.

5. Orders, Requesting Service, Delivery, Evaluation, Termination, and Modification

5.1. Evaluation

If the Contractor approves a Subscriber's evaluation use ("Evaluation") of a Service ("Evaluation Service"), the terms herein applicable to Services also apply to evaluation access and use of such Evaluation Service, except for the following different or additional terms: (i) the Evaluation shall be provided free of charge to the Subscriber; (ii) the duration of the Evaluation is as mutually agreed upon by Subscriber and the Contractor; (iii) the Evaluation Service is provided "AS-IS" without warranty of any kind, and the Contractor disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Service; and (iv) Subscriber's access and use is limited to Internal Use by Subscriber employees only.

5.2. Service, Termination, or Modification

All Orders for Service, as well as any modification to an Order, must be made through the State's Ordering System, except for Orders involving only Cooperative Purchasing Members.

Cooperative Purchasing Members do not use the State's Ordering System and will submit their Orders directly to the Contractor.

The Contractor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribers. The Contractor may not require a Subscriber to contact any of the Contractor's third-party suppliers or otherwise transact business directly with such suppliers for any Services ordered under this Agreement, and in all respects, the Contractor must maintain a seamless, single-point-of-contact business relationship with each Subscriber for the Services ordered under this Agreement.

6. Termination – Agreement, Service Attachments, Orders

6.1. Termination by the State

The Contractor must comply with all terms and conditions of this Agreement. If the Contractor fails to perform any one of its material obligations under this Agreement, and fails to cure such failure within 30 days following written notice from the State, it will be in default, and the State may proceed in any or all the following ways:

- I. The State may terminate this Agreement, the applicable Service Attachment(s), or the affected Order(s) under this Agreement.
- II. The State may withhold payment for any affected Service until the Contractor cures the noncompliance or the Parties agree on the corrective action the Contractor must take to cure the noncompliance.
- III. The State may file a complaint for damages with a court of competent jurisdiction in Ohio.

The State also may terminate this Agreement or any Service Attachments for its convenience with 30 days written notice to the Contractor; provided, however, that neither the State nor any Subscriber shall be entitled to any refund of prepaid fees. In any such event, each Subscriber must pay for all accrued and unpaid charges for Services and any fee specified in the affected Service Attachment(s) for early termination ("Early Termination Charge"), if applicable.

If the termination of the Agreement or any Service Attachment(s) is for cause, then neither the State nor any Subscribers will be liable for any Early Termination Charge outlined in any affected Service Attachments. The Contractor will also reasonably cooperate in any disentanglement efforts any affected Subscribers reasonably request at no cost to the requesting Subscribers, even if disentanglement is a separately priced Service in the applicable Service Attachment(s).

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State's obligations

under this Agreement will terminate as of the date the funding expires without further obligation of the State, including but not limited to any Early Termination Charge outlined in any affected Service Attachment(s).

6.2. Termination of Orders by Subscriber or Contractor

Under this Agreement, specific Orders also may be terminated by either a Subscriber or the Contractor, as follows:

6.2.1. By a Subscriber

A Subscriber may terminate Service under any Order it has placed, and it may do so at any time for cause, convenience, or non-appropriation of funds, in each case, as provided herein; provided, however, that if the termination is for convenience, the Subscriber shall not be entitled to any refund of prepaid fees. The Subscriber will be liable for Services delivered but unpaid as of the termination date, as well as any Early Termination Charge outlined in the appropriate Service Attachments.

If the Subscriber's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly or other governmental body, and the General Assembly or other governmental body fails at any time to continue funding for the payments and other obligations due under an Order, the Subscriber's obligations with respect to that Order will terminate as of the date the funding expires, and the Subscriber will have no further obligation with respect to such Order, including but not limited to any Early Termination Charge outlined in any affected Service Attachments.

If a termination of any Service under one or more Orders is for cause or non-appropriation of funds, as described in this Section 6, the Subscriber will not be liable for any Early Termination Charge, if such are otherwise applicable to the Service or Services so terminated. If the termination is for cause, the Contractor will reasonably cooperate in any disentanglement efforts the Subscriber reasonably requests at no cost to the Subscriber.

6.2.2. By the Contractor

If a Subscriber materially defaults in the performance of any of its duties or obligations under this Agreement, the Contractor, by giving at least 30 days prior written notice, may cancel any affected Services provided to that Subscriber under this Agreement.

If the Subscriber cures the default before the cancellation of Service date, the Order will remain in full force and effect.

If the Subscriber fails to cure, then the Subscriber will remain liable for charges accrued but unpaid as of the cancellation date and any Early Termination Charge as outlined in the appropriate Service Attachment(s), if applicable.

7. Financial – Fees, Claims and Disputes, Billing, and Payment

Subject to Section 1.8, Dealers and Distributors, of this Agreement, Contractor's obligations under Sections 7.2, 7.3, 7.4 and 7.6 of this Article 7 will be performed by the Contractor's dealer. Accordingly, references to "Contractor" in those sections shall be read to mean "Dealer."

7.1. Fees

All applicable charges are fully documented in the appropriate Service Attachment(s). The Subscriber will not be responsible for any charges not documented in the applicable Service Attachment(s) or be responsible for any charges waived in writing by the Contractor in this Agreement or the applicable Service Attachment(s).

Subscribers are not subject to increases in fees during the term of an Order. No increase in any Service charge for any renewal term for the same Service and quantities may exceed 6% per year above the charge for the same Service and quantities in the previous Order Term for that Service. For any Order with a term ("Order Term") that extends beyond the then-current term of this Agreement, that Order's applicable fees may not increase until that Order is renewed.

Subscribers are not responsible for any charges from the Contractor's third-party suppliers for any Services ordered under this Agreement, unless an applicable Service Attachment expressly provides otherwise. In this regard, the Contractor is the seller or reseller of all Services covered by this Agreement, and any payments due to the Contractor's third-party suppliers for Services under this Agreement are included in the Contractor's fees specified in the applicable Service Attachment, unless that Service Attachment expressly provides otherwise.

7.2. Billing

Invoices will be issued at the Order level, but the Subscriber may require a recap at the agency, division, or district level based on the organizational structure of the Subscriber.

Invoices must be submitted to the office designated in the State's Ordering System as the "bill to address." Contractor must timely invoice for the Services (e.g., within 60 days of Service delivery). If a Subscriber does not receive a timely invoice, and subsequently either (i) fails to meet any federal funding deadlines for payment causing the Subscriber to lose the federal funding to pay the invoice, or (ii) fails to meet any State deadlines for payment of fiscal year funds causing the Subscriber to lose the appropriation of funds to pay the invoice pursuant to R.C. 126.07, the Subscriber may be unable to pay. In such cases, the Subscriber will be entitled to deny payment of the invoice for Contractor delay.

A proper invoice must include the following information:

- i. Name and address of the Contractor as designated in this Agreement.
- ii. Federal Tax Identification Number of the Contractor as designated in this Agreement.
- iii. Invoice remittance address as designated in the Agreement.

- iv. A sufficient description of the Services to allow the Subscriber to identify the Services and perform an audit of the Services.

7.3. Payment

Payments for Services under this Agreement will be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive the invoice.

The Contractor agrees to receive payment from approved vouchers by electronic fund transfer (“EFT”) for Subscribers that rely on them to make payment. The Contractor will cooperate with Subscribers in providing the necessary information to implement EFT. The date the EFT is issued in payment will be considered the date payment is made, or if a Subscriber does not use an EFT process, the date its check or warrant is issued in payment will be considered the date payment is made.

7.4. State Reporting Requirements

The Contractor must provide the State with a recap of all Services provided to the Subscribers on a quarterly basis starting in the quarter following the Effective Date. Additional, specific reporting data requirements may be outlined in the Service Attachment(s).

7.5. Service Level Guarantee and Credits

The Contractor will issue a credit allowance to any Subscriber affected by a Service outage, as defined in the Technical Support and Service Level Agreement in Exhibit II.

7.6. Revenue Share

The Contractor must pay a fee to the State to cover the estimated costs the State will incur administering this Agreement and the Services offered under it (“Revenue Share”).

The Contractor must pay the State a share of the sales transacted under this Agreement. The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay equals 2% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Agreement to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a “State of Ohio Revenue Share” and include this Agreement number (MCSA0102), total report amount, and reporting period covered.

Contractor shall pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State’s epayment portal, or ACH payment, if approved by the State (which includes a processing fee), using the instructions below.

Check remittance: Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments: To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments: If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Agreement and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Agreement, and the State may terminate this Agreement for cause and seek damages for the breach.

The Contractor's contact person for the Revenue Share will be:

Name: Kaleb Casteel

Address: 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171

Phone: 703-708-9620

Email: kaleb.casteel@dlt.com

The Contractor shall promptly notify the State if any of the foregoing contact information changes.

8. Support and Order Adjustments

8.1. Service Support Generally

During the Order Term, the Contractor will provide the Subscriber with telephonic assistance and advice for using all Services covered by the Order in accordance with the Technical Support and Service Level Agreement in Exhibit II and the applicable Documentation. During the term of any Order, the Contractor also will provide troubleshooting and problem resolution by developing and providing on an as available basis updates, upgrades, patches, or other modifications or additions to, and fixes or patches for errors in, any software it provides as part of the Services. As part of the support the Contractor provides in exchange for the applicable fee, the Contractor also will, as necessary to provide the Services, keep all software used by the Contractor in the Contractor's computer systems hosting the 'Falcon EPP Platform' current by installing all relevant service packs and patches as well as all updates and new releases and versions of the software as soon as reasonably possible. The Contractor also will keep, to the extent set forth in the applicable Documentation, the software it provides as part of the Services compatible with any updated third-party software that is part of the Services or supports the Services. The way the Contractor provides support will be governed by the Contractor's policies and programs described in the applicable Documentation or other materials that the Contractor uses to notify its customers generally of such policies, and

in the Technical Support and Service Level Agreement. But regardless of the Contractor's policies and programs, unless otherwise agreed in the applicable Service Attachment, in all cases such support must comply with the requirements of this Agreement and the applicable Service Attachment(s). And the Contractor must provide the support in a competent, professional, and timely manner. The Subscriber must notify the Contractor of any alleged failure to provide such support in a competent, professional, and timely manner during the period the applicable Services are being performed or within 30 days after the conclusion of such Services. The Subscriber's sole and exclusive remedy and the entire liability of the Contractor for such failure will be for the Contractor, 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. For the avoidance of doubt, nothing in this subsection shall limit a Subscriber's other rights and remedies under this Agreement.

8.2. Equipment Support Generally

For any equipment used by the Contractor to provide the Services, remedial equipment maintenance by the Contractor will be completed promptly after Contractor becomes aware that maintenance is required to enable the Contractor to continue providing Services in accordance with the terms and conditions of this Agreement. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications (if any). Failure of the Contractor to meet or maintain these requirements will provide the Subscriber with the same rights and remedies as specified elsewhere in this Agreement for default. Nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment. The Contractor will provide adequate staff to provide the maintenance required by this Agreement.

8.3. Adjustments

A Subscriber may acquire subscriptions that are based on the number of users, nodes, computers, processors, or other counts of items covered by an Order ("Objects"). In any such cases, the Subscriber may request the fees for a subscription renewal be calculated based on fewer Objects than included in the previous Order, with an appropriate adjustment in the applicable fee(s). For avoidance of doubt, there will be no credit for the fees charged for the original subscription.

During an Order Term, a Subscriber may increase the volume of its Order (e.g., add additional users) without increasing the Order Term. The cost of any additional Objects or similar increase in usage must be prorated to reflect the time remaining in the Order Term rather than be based on the full Order Term.

8.4. Support Parameters

A Subscriber may initiate support requests for problems it encounters with the Software by telephone or via the Support Portal at <https://supportportal.crowdstrike.com>, and the Contractor must maintain lines of communication that support those forms of communication. The Contractor must make support available by staffing its support function with an adequate number of qualified personnel to handle its traditional volume

of calls and in accordance with Exhibit II. The applicable Service Attachment(s) may provide for different support periods.

8.5. Incident Classification

The Contractor must classify and respond to support calls by the underlying problem's effect on a Subscriber. In this regard, the Contractor may classify the underlying problem as P1, P2, or P3. The guidelines for determining the severity of a problem and the appropriate classification of and response to it are described in the Technical Support and Service Level Agreement.

8.6. Incident Response

The Contractor must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution. The Contractor must assign support or development personnel at the appropriate level to the problem, and those personnel must prepare a work plan for the problem's expeditious resolution. The work plan must assume that the Contractor's appropriate staff will work without material interruption until the problem is resolved properly.

8.7. Response Times

The maximum time that the Contractor takes to respond initially to a support request may vary based upon the classification of the request. During the Support Window, the Contractor's response time for a critical support request will be as set forth in the Technical Support and Service Level Agreement. The Contractor's response time for an urgent request must be as set forth in the Technical Support and Service Level Agreement. The Contractor's response time for a routine support request must be as set forth in the Technical Support and Service Level Agreement. The applicable Service Attachment may provide for shorter response times, and nothing contained herein will limit the application of any credits for failure to meet any service level agreements in the applicable Service Attachment.

8.8. Escalation Process

Any support call that is not resolved as set forth in the Technical Support and Service Level Agreement must be escalated in accordance with the Contractor's standard procedures applicable to the Contractor's other customers of the same Services and level of technical support.

8.9. Subscriber Obligations

To facilitate the Contractor meeting its support obligations, Subscribers must provide the Contractor with the information reasonably necessary to determine the proper classification of the underlying problem. They also must assist the Contractor as reasonably necessary for the Contractor's support personnel to isolate and diagnose the source of the problem. Additionally, to assist the Contractor's tracking of support calls and the resolution of support issues, Subscribers must make a reasonable effort to use any

ticket or incident number that the Contractor assigns to a particular incident in each communication with the Contractor.

8.10. Relationship to Support Level Agreements (“SLA”)

The Contractor’s support obligations are in addition to the SLAs in the Service Attachment(s). Furthermore, the SLAs may provide for credits to the Subscribers even though the Contractor is meeting its support obligations hereunder.

9. Standard Provisions

9.1. Certification of Funds

None of the duties or obligations in this Agreement are binding on the State, a Subscriber or the Contractor, and the Contractor will not begin performance under any Order, until all of the following conditions are met for that Order:

- i. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
- ii. All necessary funds are made available by the appropriate Subscriber and are no longer subject to any appropriations contingency.
- iii. If required, the Controlling Board of Ohio has approved the purchase in accordance with R.C. 127.16.
- iv. Except as provided for in the immediately following paragraph, an official State of Ohio Purchase Order (P.O.) has been issued from the appropriate Subscriber, which is certification that the above requirements have been met.

Additional or alternate legal requirements may apply to a Cooperative Purchasing Member Subscriber for an Order to be binding on it that Contractor will discuss with the Cooperative Purchasing Member. Before processing an Order, Contractor requires either (a) the issuance by the Cooperative Purchasing Member of a purchase order, or (b) written confirmation from an authorized signatory of the Cooperative Purchasing Member that all such legal requirements have been met.

9.2. Excusable Delay

Neither Party will be liable for any delay in its performance arising from causes beyond its control and without its negligence or fault (e.g., an 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, etc., an “excusable delay”). If not prohibited from doing so as a result of the excusable delay, the delayed Party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. The proposed date or dates must be reasonable and cannot exceed the greater of thirty (30) days or the actual delay caused by the events beyond the control of the Party. In the case of such an excusable delay, the dates of performance or delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party must also describe the cause of the delay and what steps it is taking to remove the cause.

The delayed Party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed Party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's suppliers will be considered controllable by the Contractor.

In the case of subscriptions to Services for a term that an excusable delay interrupts, the term of that subscription will be extended at no additional cost to affected Subscribers by the same amount of time as the excusable delay.

9.3. Employment Taxes

Each Party will be solely responsible for reporting, withholding, and paying all employment related taxes, contributions, and withholdings for its own personnel, including, but not limited to, federal, state, and local income taxes, and social security, unemployment and disability deductions, withholdings, and contributions, together with any interest and penalties.

9.4. Sales, Use, Excise, and Property Taxes

The State and most Subscribers are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with any Service, such will be the sole and exclusive responsibility of the Contractor, and the Contractor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time if the Subscriber provides the Contractor with a valid certificate of tax exemption.

9.5. Equal Employment Opportunity

The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders, in each case, to the extent such laws and executive orders are directly applicable to the Contractor in performance hereunder.

Before this Agreement can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by to the Ohio Business Gateway at:

<http://business.ohio.gov/efiling/>

The State encourages the Contractor to purchase goods and services from Minority Business Enterprises ("MBEs") and Encouraging Diversity, Growth and Equity ("EDGE") contractors.

9.6. Drug-Free Workplace

The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all its employees, while working on State property or the property of any Subscriber, will not

have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

9.7. Conflicts of Interest

No Contractor personnel may voluntarily acquire any personal interest that conflicts with the Contractor's responsibilities under this Agreement. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest. The Contractor's parent corporation, CrowdStrike Holdings, Inc., is a publicly traded corporation. The Contractor is not able to prevent any public official or public employee from purchasing stock in CrowdStrike Holdings, Inc. The Parties hereby acknowledge and agree that the purchase of stock in CrowdStrike Holdings, Inc. by any public official or public employee shall not constitute the acquisition of an interest in anything or in any entity under the Contractor's control

9.8. Assignment

Neither Party may assign this Agreement or any of its rights or obligations under 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. A Party must provide the other Party with notice of any such permitted assignment as soon as possible. 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.

9.9. Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Ohio. The Uniform Computer Information Transactions Act shall not apply.

9.10. Finding for Recovery

The Contractor warrants that the Contractor is not to its knowledge subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the Parties signed this Agreement, the Agreement is void *ab initio*.

9.11. Anti-trust

The Parties recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State and the Subscribers. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action

that the Contractor now has or may acquire relating to the Services that are covered by this Agreement.

9.12. Use of Name

Neither Party will use the other Party's name in any marketing material, advertisement, or press release, in each case, in any manner that discloses or advertises that the Parties have entered into this Agreement, or that a Subscriber is a customer of the Contractor, or that the Contractor has furnished Services to a Subscriber, without the other Party's written consent. For the avoidance of doubt, the disclosure of this Agreement, any Service Attachments, or any Orders pursuant to a valid request under the Ohio Public Records Law shall not constitute a breach of this Section 9.12. Further, neither Party may use any contact information collected from the other in the performance of this Agreement for general marketing or sales purposes, such as using email addresses to send mass marketing material, and must use such information solely for purposes of administering this Agreement.

9.13. Prohibition of the Expenditure of Public Funds for Offshore Services

No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Agreement.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form attached to this Agreement as Exhibit I affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes. Notwithstanding anything to the contrary set forth in Contractor's Affirmation and Disclosure Form, the parties hereby agree to the following: (a) any references to "data" or "state data" in such form shall be deemed to mean "Subscriber Data" (as defined in the Agreement); and (b) the A&D Form shall not be deemed to apply to third parties engaged by the Contractor in its day-to-day operations including, but not limited to, web hosting, Internet, communications and collocation providers, subprocessors, or third parties engaged to provide provisioning, development, and maintenance of Contractor products and services.

9.14. Campaign Contributions

By signing this document, the Contractor certifies that all applicable parties listed in ORC Section 3517.13 are in full compliance with ORC Section 3517.13.

9.15. Export Compliance

The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Both the Contractor and the State represent that it is not named on any U.S. government denied-party list. Neither Party will permit others to access or use the Services in a US-embargoed country or in violation of any U.S. export law or regulation.

9.16. Safety and Security Rules

When on any property owned or controlled by the State, the Contractor must comply with all security and safety rules applicable to people on those premises as communicated to the Contractor by the State. Subscribers may have policies and regulations that are specific to them and with which the Contractor must also comply when on any property owned or controlled by such Subscriber and when communicated to the Contractor by such Subscriber.

9.17. HIPAA Compliance

When the Contractor is handling Subscriber's Data that includes health or medical data, the Contractor must comply with data handling and privacy requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, in each case, to the extent applicable to the Contractor as a "business associate" (as such term is defined under HIPAA).

9.18. Order of Precedence

If a conflict between the terms and conditions of this Agreement and those in a Service Attachment arises, this Agreement will prevail, unless the Service Attachment specifically provides otherwise. If a user guide or other documentation is incorporated into the Agreement by reference, this Agreement, including any applicable Service Attachment(s), will prevail over any conflicting terms or conditions in any such incorporated documentation.

9.19. Federal Tax Information

As of the Effective Date of this Agreement, Contractor's access to Federal Tax Information ("FTI"), if any, is incidental or inadvertent. However, if the Contractor is handling Subscriber Data that includes FTI for the purpose of performing Services that require authorized access to FTI, the Contractor must comply with the safeguards contained in the IRS Publication 1075 requirements to the extent agreed in Supplement S. Subscribers shall use all commercially reasonable efforts to avoid providing Contractor with any FTI or shall de-identify such FTI in accordance with all legal, regulatory and industry standards required for the de-identification of FTI prior to providing such FTI to Contractor.

9.20. Entire Agreement

This Agreement, together with any Service Attachments and all additional documents expressly incorporated herein, sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, promises,

representations, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Only an executable Order attached to a Service Attachment as an exhibit and identified as such in the applicable Service Attachment may be executed by a Subscriber to evidence a transaction under this Agreement. Further, neither the Subscriber nor the Contractor may add or require additional terms as part of any authorized Order. For the avoidance of doubt, no terms included in a purchase order or procurement internet portal shall apply to the Services. Documents attached to a Service Attachment as exhibits to be executed by a Subscriber typically identify authorized Service options the Subscriber has selected, provide information about a Subscriber, identify installation or configuration requirements or similar statements of work to be done by the Contractor, set schedules for performance, and similar matters.

9.21. Severability

If any provision hereunder is held invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement will be revised only to the extent necessary to make that provision legal and enforceable or, if that is not possible, the unaffected portions of this Agreement will remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

9.22. Survival

Any terms or conditions contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of the Agreement, unless expressly provided otherwise in this Agreement. Additionally, no termination or expiration of the Agreement, other than a termination by the Contractor pursuant to Section 6.2.2., will affect the State's right to receive Services for which the State has paid before expiration or termination, but no subscription to a Service will continue beyond the period paid for before termination or expiration of the Agreement.

If any Service Attachment should expire or be terminated, the remaining portions of this Agreement will survive.

9.23. No Waiver

The failure of a Party to demand strict performance of any terms or conditions of this Agreement may not be construed as a waiver of those terms or conditions, and that Party may later demand strict and complete performance by the other Party.

9.24. Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

9.25. Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state, and local laws, rules, orders, and regulations ("laws"), and each Party must comply with such in performing its obligations

hereunder to the extent such laws are, by their terms, directly applicable to such Party in performance hereunder. To the extent any provision of this Agreement conflicts with any such law, rule, order, or regulation, that law, rule, order, or regulation will supersede the conflicting provision of this Agreement.

The Contractor may discontinue, limit, or impose additional requirements to the provision of Service, upon no less than 30 days written notice, if required to meet federal, state or local laws, rules, orders, or regulations. But if any such action materially affects any Subscriber's use of a Service, the Subscriber may on written notice to the Contractor terminate its use of the Service without an Early Termination Charge and receive a pro rata refund of any amounts paid in advance for the Service.

9.26. Notices

Except as otherwise provided in this Agreement, all notices hereunder must be in writing and may only be sent by registered or certified mail, postage prepaid; facsimile transmission, overnight courier, or email, upon confirmation of receipt.

Alternatively, such notices may be hand delivered if confirmation of receipt is attained at delivery.

The State's address for notification is:

Department of Administrative Services
Enterprise IT Contracting
4200 Surface Road
Columbus, Ohio 43228
Attention: Contract Category Manager
Email: das.statepurchasing@das.ohio.gov

Additionally, all notice of any information security or privacy matters or Security Breaches must be reported to the State's Customer Service Center via phone at 614.644.6860 and email at csc@ohio.gov in accordance with the terms of this Agreement.

The Contractor's address for notification is:

CrowdStrike, Inc.
150 Mathilda Place
Suite 300
Sunnyvale, California 94086
Attention: CrowdStrike Legal Department
Email: legal@crowdstrike.com

9.27. Travel Expenses

Any travel that the Contractor requires to perform its obligations under this Agreement will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with the State's travel policy in Rule 126-1-02 of the Ohio Administrative Code.

9.28. Ohio Ethics Law

The Contractor certifies that it is currently in compliance with and will continue to adhere to the applicable requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 and for which the Contractor is responsible are in full compliance with that section.

9.29. Amendments

No amendment or modification of this Agreement will be effective unless it is in writing and signed by both Parties. No “click-through,” “shrink-wrap,” “browse-wrap,” or other terms that have not been specifically negotiated by the Contractor and the State, whether before, on, or after the date of this Agreement, will be effective to add or modify the terms of this Agreement, regardless of any Party’s “acceptance” of those terms by electronic means. No State employee has the authority to modify, amend, or supplement this Agreement through electronic means.

9.30. Boycotting

Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

9.31. Registration with the Secretary of State

Contractor certifies that it is one of the following:


1. A company that is properly registered with the Ohio Secretary of State; or
2. 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
3. Exempt from registration requirements of the Ohio Secretary of State.

(signatures on next page)

TO SHOW THEIR AGREEMENT, the Parties have executed this Agreement on the date(s) identified below.

CROWDSTRIKE, INC.

**STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES**

DocuSigned by: 
Mike Forman
B5DD7CD22354453...
Signature
Mike Forman
Printed Name
VP/Controller
Title
3/9/2022
Date

Signature
Kathleen C. Madden
Printed Name
Director
Title
Effective Date

EXHIBIT I
Affirmation and Disclosure Form

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States unless a duly signed waiver from the State has been attained.

The Contractor shall provide all the name(s) and location(s) where services under this Agreement will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

EXHIBIT II
Service Level Agreement

The level of technical support for the Services shall be the level stated in the Order.

Standard*:

Priority Levels	Initial Response Time	Follow-up	Description	Notes
P1	1 hour	Hourly†	CrowdStrike portal is not available to customer, or the sensor is adversely affecting the majority of endpoints, prevention is not working	Must be called in
P2	4 hours	8 hours†	CrowdStrike portal is experiencing a degradation, but the portal is available.	Must be called in
P3	Next Business Day	Next Business Day	General questions, access requests to portal. General sensor issues, or malware submissions, possible application compatibility issues	

Express:**

Priority Levels	Initial Response Time	Follow-up	Description	Notes
P1	1 hour	Hourly†	CrowdStrike portal is not available to customer, or the sensor is adversely affecting the majority of endpoints, prevention is not working	Must be called in
P2	4 hours	8 hours†	CrowdStrike portal is experiencing a degradation, but the portal is available.	Must be called in
P3	4 hours*	Next Business Day	General questions, access requests to portal. General sensor issues, or malware submissions, possible application compatibility issues	Cases opened via email, or otherwise outside of the Support Portal, will have a Next-Business Day initial response time.

Essential*:**

Priority Levels	Initial Response Time	Follow-up	Description	Notes
P1	1 hour	Hourly†	CrowdStrike portal is not available to customer, or the sensor is adversely affecting the majority of endpoints, prevention is not working	Must be called in
P2	4 hours	8 hours†	CrowdStrike portal is experiencing a degradation, but the portal is available.	Must be called in
P3	4 hours*	Next Business Day	General questions, access requests to portal. General sensor issues, or malware submissions, possible application compatibility issues	Cases opened via email, or otherwise outside of the Support Portal, will have a Next-Business Day initial response time.

Elite**:**

Priority Levels	Initial Response Time	Follow-up	Description	Notes
P1	1 hour	Hourly†	CrowdStrike portal is not available to customer, or the sensor is adversely affecting the majority of endpoints, prevention is not working	Must be called in
P2	4 hours	8 hours†	CrowdStrike portal is experiencing a degradation, but the portal is available.	Must be called in
P3	4 hours*	Next Business Day	General questions, access requests to portal. General sensor issues, or malware submissions, possible application compatibility issues	Cases opened via email, or otherwise outside of the Support Portal, will have a Next-Business Day initial response time.

*The 4-hour Initial Response Time for P3 issues applies only for P3 issues brought to CrowdStrike Support's attention Monday – Friday and prior to 5pm Eastern Time on such days.

The CrowdStrike Support team is available for P1 or P2 issues 24x7 via phone. Our general business hours are Monday – Friday 9am - 9pm EST. Phone: 1 (888) 512- 8906, ext 755. Customers may open and manage cases via the Support Portal at <https://supportportal.crowdstrike.com>.

* *Standard Support. Bundled free with all CrowdStrike Falcon subscriptions. Standard Support includes access to the support portal and standard troubleshooting and technical assistance.*

** *Express Support provides everything included in Standard Support, plus prioritized case handling, quarterly reports, access to premium knowledge content including videos and webinars, prioritized defect handling, and access to a team of Technical Account Managers (TAMs) who will provide case escalation, and deployment advice.*

*** *Essential Support provides everything included in Express support, plus 30 days of onboarding support, scheduled periodic meetings (as appropriate, but with a maximum of one meeting per week), and proactive case management provided by TAMs (as appropriate, including case prioritization review, high priority issue monitoring, and case review outreach).*

**** *Elite Support builds on CrowdStrike Essential Support and adds a named TAM, weekly scheduled meetings, on-site visits (where appropriate, with a maximum of 4 times in any 12-month period), access to the product management team, and custom reports.*

† *For any P1 or P2 issue, there must be a designated customer employee available by phone with necessary access to assist in troubleshooting. If such an employee is not available, the Contractor and the customer will mutually agree on a timeframe for updates.*

Availability. The Services shall be available at least 99.9% of the time, excluding scheduled downtime for routine maintenance (not to exceed 4 hours a month) and downtime attributable to force majeure (the “**Availability SLA**”). Compliance with the Availability SLA will be measured on a calendar month basis. The Availability will be calculated by: (a) dividing: (i) the total number of minutes of up time (i.e., in which there were no Outages) during an applicable calendar month (excluding only downtime occurring during the scheduled maintenance period or attributable to elements of Force Majeure) by (ii) the total number of actual minutes in such month minus minutes of downtime occurring during the scheduled maintenance period or attributable to elements of Force Majeure, and then (b) multiplying that amount by 100. An “Outage” means that substantially all of the portal pages are dysfunctional or unavailable, or there is complete unavailability of the portal.

Service Level Credits. The following Service Credits shall apply in the event the Availability SLA is not met.

Availability SLA Credit		
Less Than	Greater Than	Credit
99.9	99.8	1 day
99.8	99.7	1 week
99.7	99.6	2 weeks
99.6	99.5	3 weeks
99.5	n/a	1 month

Credits will be provided as an extension of the applicable product/service at the end of the pre-paid term at no cost to Subscriber. In the event the Availability fails to reach a level of 99% or better four or more months in any rolling twelve-month period, Subscriber may terminate the

effected Service subscription and obtain a refund of: (i) the prorated annual fee for the four months of failed Availability, and (ii) any pre-paid but unused fees for the remainder of the term. For clarity, this reimbursement obligation will survive the termination of the applicable Order or this Agreement. The forgoing is Subscriber's exclusive remedy for failure to meet the SLA.