

MASTER PURCHASING AGREEMENT

This Master Purchasing Agreement is made and entered into as of the date of latest signature on the first Order (as defined below) referencing this Agreement (“**Effective Date**”) between ExtraHop Networks, Inc. and its affiliates (“**Company**”), and the counter-party identified on the applicable Order and its affiliates (“**Supplier**”) and includes the terms set forth herein and any Addenda or other attachments referenced herein, all of which are hereby incorporated by reference (the “**Agreement**”). The parties agree as follows:

1. **Orders.** Company agrees to purchase the products or services (“**Products**”) described in each fully executed order form, proposal, or statement of work attached hereto or entered into hereunder (collectively “**Orders**”). Orders will set forth all applicable charges for Products, including any applicable shipping charges.

2. **Fees, Taxes.** Company agrees to pay the fees listed in an Order. One-time fees will not be invoiced until the Product is delivered to, implemented by, or commenced for Company. Recurring charges will be invoiced to Company monthly or as otherwise set forth in the relevant Order. Company will be responsible for sales, use, and excise taxes imposed by any governmental entity on any amounts payable by Supplier hereunder; provided, that, in no event will Company pay or be responsible for any taxes imposed on, or with respect to, Supplier’s income, revenues, gross receipts, personnel, real or personal property, or other assets.

3. **Invoices.** Supplier invoices will detail all applicable fees and taxes and Company will pay undisputed invoices within forty-five days of receipt of the invoice. Company will promptly notify Supplier of any disputed amounts and the parties agree to cooperate in good faith to resolve such dispute. Supplier is not entitled to and will have no right to invoice Company for any fees more than six months after the month in which such fees were incurred and otherwise billable.

4. **Term, Termination.**

4.1 The Initial Term of any particular Order will be set forth in such Order, along with the terms under which an Order will renew (“**Renewal Terms**”). Absent Renewal Terms in an Order, such Order will renew on a month-to-month basis at the same rates or fees until a successor Order is executed by the parties or termination by Company. The Initial Term and any Renewal Terms are collectively the Term of an Order. The Term of this Agreement will commence on the Effective Date and continue until the last Order hereunder expires or is terminated.

4.2 In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement or the relevant Order, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

4.3 Upon expiration or termination of the Agreement, Company will discontinue use of the Products. Upon expiration or termination of the Agreement, Supplier shall promptly return or permanently destroy any and all Company Data within its possession and certify in writing to Company that the Company Data has been deleted or destroyed. If Company terminates the Agreement or an Order pursuant to Section 4.2, Supplier shall refund a pro rata portion of amounts pre-paid by Company.

5. **Representations and Warranties.** Each party represents and warrants that: (i) it is duly formed and authorized to enter into this Agreement, and (ii) it will comply with applicable law in its performance under this Agreement. Supplier further represents and warrants that: (a) Supplier has all requisite ownership, rights and licenses to perform fully its obligations arising in connection with the Order and to grant to Company all requisite rights to the Products, including good and marketable title for relevant Products, free and clear from any and all liens, adverse claims, encumbrances and interests of any third party; (b) Products will: (1) conform with all documentation and specifications; and (2) be free from deficiencies and defects in materials, workmanship, design and performance; (c) Products that involve services will be performed in a professional and workmanlike manner; (d) Products, and use of the Products, as permitted under the Order, will not infringe, violate, or misappropriate any intellectual property, proprietary, or privacy right of any third party; (e) the software, platforms, systems, or data used or included in the Products will not contain any software viruses or other malicious computer instructions designed to compromise, damage, disable, delete, or shut down all or any part of a computer system, the data therein, or access thereto; and (f) if the Products include the disclosure of any leads or marketing data containing personal information as defined under applicable privacy laws, the same has been collected, processed and shared in compliance with all applicable laws relating to privacy, electronic marketing communications, and data protection, and Supplier has provided all necessary notices and obtained all necessary consents (if any) to share such information with Company.

6. **Confidentiality.**

6.1 “**Confidential Information**” means any data or information, without regard to form and whether or not expressly marked as proprietary or confidential, that is treated as confidential by Disclosing Party, including trade secrets, technology, business operations and strategies, and customer information, pricing, marketing strategies, techniques, or plans, and the terms of this Agreement, that is disclosed to or Processed (as defined in Section 11 below) by the Receiving Party pursuant to the Agreement. Confidential Information includes any Personally Information (“**PI**”). Confidential Information (excluding PI) shall not include information that: (a) is already known to Receiving Party without any restriction on the use or disclosure prior to receipt of such information from Disclosing Party;

(b) is or becomes generally known by the public other than by Receiving Party's breach of this Agreement; (c) is developed by Receiving Party independently of, and without reference to, any of Disclosing Party's Confidential Information; or (d) is received by Receiving Party from a third party who is not under any obligation to Disclosing Party to maintain the confidentiality of such information. Each Party shall protect the other's Confidential Information to the same degree or higher as it protects its own Confidential Information, but in no event less than a standard of due care. PI means any and all data or information relating, directly or indirectly, to an individual or household that is considered protected personal information under applicable law. "Disclosing Party" means a party that discloses Confidential Information under this Agreement. "Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

6.2 The Receiving Party agrees: (i) not to disclose, allow access to, or otherwise make available Disclosing Party's Confidential Information to any third party without the prior written consent of Disclosing Party; provided, however, that Receiving Party may disclose Disclosing Party's Confidential Information to its affiliates, and their officers, employees, consultants, and legal advisors and subcontractors who have a "need to know," who have been apprised of this restriction, and who are themselves bound by a non-disclosure obligation at least as restrictive as this Section 6 and such obligation is contemporaneous with the length of Supplier's obligations as provided in Section 6.5, regardless of employment status, termination, or discharge; (ii) to use Disclosing Party's Confidential Information only for the purposes of performing its obligations under the Agreement or to make use of the Products; and (iii) to notify Disclosing Party as soon as is commercially reasonable (but in no event more than three days) in the event it becomes aware of any loss or disclosure of any of Disclosing Party's Confidential Information.

6.3 If Receiving Party becomes legally compelled to disclose any of Disclosing Party's Confidential Information, it shall provide: (i) prompt written notice to Disclosing Party so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy, unless such notice is prohibited by the applicable request; and (ii) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in Section 6.3, Receiving Party remains required by applicable law to disclose any of Disclosing Party's Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose, and Receiving Party shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6.4 Each party's obligations under this Section 6 will survive termination or expiration of this Agreement for a period of five years, except for Confidential Information that constitutes: (i) PII, in which case, such obligations shall survive indefinitely; and (ii) a trade secret under applicable law, in which case, such obligation shall survive for as long as such Confidential Information remains a trade secret under such law.

7. Licensing. Supplier hereby grants to Company a non-exclusive, non-transferable (except as expressly provided in this Agreement), royalty free, worldwide license and right to access and use any Supplier software, hardware, firmware, platforms, associated documentation and similar materials ("Supplier Materials") provided as part of or in connection with a Product for the purpose of using such Product and performing under the Agreement. Unless otherwise specifically set forth on an Order, the foregoing license grant extends to one or more devices, one or more locations, and Company and its affiliates, and their personnel and authorized contractors. Company hereby grants to Supplier a limited, non-exclusive, non-transferable (except as expressly provided in this Agreement), royalty free, revocable, worldwide license and right to Process Company Data and Company Confidential Information for the sole purpose of providing the Products and performing under the Agreement. "Company Data" means any data or information owned or controlled by Company (including that of its employees, contractors, partners, and customers) that is Processed via the Products.

8. Ownership. All intellectual property and proprietary rights, title and interests in the Supplier Materials and Supplier Confidential Information, and any and all derivatives, changes, and improvements thereto, shall remain exclusively with the Supplier and/or its licensors. All intellectual property and proprietary rights, title and interests in Company Data and Company Confidential Information, and any and all derivatives, changes, and improvements thereto, shall remain exclusively with the Company. If the Products include materials and work product created, developed, or produced by Supplier specifically for Company as set forth in an Order (a "Deliverable"), the same will be deemed "works made for hire" and are the sole property of Company. Supplier hereby assigns fully to Company all right, title, and interest in and to the Deliverables, including all related intellectual property rights. Supplier will assist Company and its designees in every proper way to secure the rights of Company in the Deliverables and related intellectual property rights in all countries, including execution of all oaths, assignments, or other instruments that Company deems necessary in order to apply for and obtain these rights.

9. Restrictions. Company shall not: (i) rent, lease, or sublicense Supplier Materials to a third party; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to Supplier Materials or Products; (iii) modify or create any derivative product from any Supplier Materials or Products; or (iv) remove or obscure any proprietary or other notices contained in any Supplier Materials or Products.

10. Data. To the extent applicable, Company hereby grants Supplier the right to use data derived from Company's use of the Products so long as such data is anonymized or aggregated and does not and cannot be used to identify Company or any individual, directly or indirectly, and such data is used solely for purposes of (i) performing under the Agreement; (ii) providing, operating, maintaining, and supporting the Products; and (iii) improving its business operations or products and services generally. No other rights regarding Company Data are granted or implied under the Agreement or in connection with the Products.

- 11. Privacy.** To the extent Supplier accesses, collects, controls, stores, transmits, or otherwise processes (collectively "Processes") any PI subject to privacy, information security, or data protection laws, the parties agree to comply with the Company Data Protection Addendum ("DPA") found at <https://www.extrahop.com/legal/>.
- 12. Security/Compliance.** Supplier shall implement and maintain a comprehensive, industry standard information security program to ensure the confidentiality, integrity, and availability of Company Data and Company Confidential Information throughout the Term of the Agreement. To the extent Supplier may Process Company Data or have access to Company IT assets, networks or systems that Process Company Data, Supplier will comply with the Information Security Addendum found at <https://www.extrahop.com/legal/>. Upon request by Company, Supplier shall provide copies of any security reports, certifications, or assessments Supplier has obtained regarding its security program or Products. Company acknowledges that the security requirements imposed upon Supplier herein do not relieve it of its own obligations regarding the security of its data.
- 13. Indemnification** Supplier will indemnify, defend, and hold harmless Company and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other professional expenses, arising directly or indirectly from or in connection with: (i) any grossly negligent or intentionally wrongful act of Supplier or Supplier's employees, subcontractors, or agents; (ii) failure to comply with applicable law by Supplier or Supplier's employees, subcontractors, or agents; (iii) failure to comply with the DPA by Supplier or Supplier's employees, subcontractors, or agents; or (iv) a claim that any Products or Supplier Materials infringe, violate, or misappropriate any proprietary, privacy, or intellectual property rights of any third party. In the event of any claim concerning the intellectual property rights of a third party that would prevent or limit Company's use of the Products or Supplier Materials, Supplier will, in addition to any other applicable obligations, take one of the following actions at its sole expense: (a) procure for the Company the right to continue use of the Products or Supplier Materials or infringing part thereof; or (b) modify or replace the Products or Supplier Materials or infringing part thereof with a non-infringing version having substantially the same or better capabilities.
- 14. Disclaimer of Warranties.** EXCEPT WITH REGARD TO THE WARRANTIES PROVIDED HEREIN, SUPPLIER PROVIDES THE PRODUCTS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
- 15. Limitation of Liability.** EXCEPT WITH REGARD TO A BREACH OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH REGARD TO INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY COMPANY TO SUPPLIER HEREUNDER. NEITHER PARTY'S LIABILITY WILL BE LIMITED WITH REGARD TO FRAUD OR WILLFUL MISCONDUCT.
- 16. Miscellaneous.**
- 16.1 Independent Contractor.** It is the express intention of the parties that Supplier provide the Products as an independent contractor. Supplier shall not be deemed to be an agent, employee, or representative of Company under any interpretation of the Agreement.
- 16.2 Subcontracting.** Supplier may not subcontract any portion of its obligations under the Agreement unless: (i) it has conducted an appropriate risk assessment for such subcontractor; and (ii) it has written terms in place with such subcontractor that are substantially similar to the terms of the Agreement, including with regard to protection of Company Confidential Information and Company Data. In any event, Supplier shall remain fully responsible for the acts or omissions of its subcontractors and any violations of the Agreement caused by any subcontractor it engages.
- 16.3 Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Supplier, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of any successors and assigns. Any assignment in violation of the foregoing will be null and void.
- 16.4 Survival.** Those provisions of this Agreement that should naturally survive expiration or termination of the Agreement shall so survive, including without limitation, sections 6, 11-15, 16.3, and 16.8.
- 16.5 Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, (iii) sent by overnight air courier, or (iv) sent electronically with read receipt confirmation, in each case properly posted and fully prepaid to the appropriate address as set forth below. Notices will be sent to Supplier's address on the Order and to Company at contractnotices@extrahop.com; Legal Department, 520 Pike Street, Suite 1600, Seattle, WA 98101.
- 16.6 Waiver.** No waiver of any provision or right under the Agreement will be effective unless specifically set forth in writing, and no waiver, in whole or in part, may be construed by a party's failure, neglect, or delay to enforce the provisions of the Agreement or its rights hereunder.
- 16.7 Severability.** If any term in this Agreement is found to be invalid or unenforceable to any extent, the parties to agree to work in good faith to amend the Agreement to preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to

agree on an amendment, the invalid term will be severed from the remaining terms of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

16.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard or giving effect to its principles of conflicts of laws or to the United Nations Convention on Contracts for the International Sale of Goods. Company and Supplier each submit to and hereby irrevocably waive any objection to the exclusive personal jurisdiction of, and that venue is proper in, any federal or state court in King County, Washington.

16.9 Insurance At all times during the term of this Agreement, and for a period of two (2) years thereafter, Supplier shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (i) Commercial General Liability with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury and property damage, including products liability, and including coverage for contractual liability, independent contractors, broad form property damage, cyber risk, personal and advertising injury, as well as intellectual property infringement, including trademark and copyright infringement; (ii) Worker's Compensation with limits no less than the minimum amount required by applicable law; (iii) Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit; and (iv) Errors and Omissions/Professional Liability with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. All insurance policies required pursuant to this Section 16.9 shall be issued by insurance companies rated no less than A- with a size rating of no less than VII as shown in the most current issue of A.M. Best's Key Rating Guide.

16.10 Publicity. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Agreement or any of the Products, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names without the prior written consent of the other party.

16.11 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement will control, except with regard to the DPA, which shall control. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form of either party will have any effect on or modify the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

Last updated March, 2023.