



## SUPPORT AGREEMENT

This Support Agreement (“**Agreement**”) is made effective as of the date of the purchase order (or other sales agreement) for the Covered Products (as defined in Section 1.2 below) (“**Effective Date**”), by and between ExtraHop Networks, Inc. (“**ExtraHop**”), a Delaware corporation having a principal place of business at 520 Pike Street, Suite 1700, Seattle, WA 98101, and the ExtraHop customer (“**Customer**”) identified in the relevant license or purchase agreement pursuant to which Customer contracted for the applicable ExtraHop products and technical support and maintenance services. In consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

### 1. Product Support

1.1 Support Definition. Subject to the terms and conditions of this Agreement, including the payment of all fees when due to ExtraHop or its authorized channel partner (as applicable), ExtraHop will provide to Customer the technical support and maintenance services (“**Support**”), as described in **Exhibit A**.

1.2 Covered Products. ExtraHop will provide the Support solely for the eligible products that are purchased by or licensed to Customer from ExtraHop, as identified in the applicable purchase order or other sales agreement (“**Covered Products**”).

1.3 Service Modifications. ExtraHop reserves the right to add, change, or delete available Support for certain hardware or software platforms and configurations in its reasonable discretion upon sixty (60) days’ prior written notice so long as (a) such changes do not materially reduce the overall level of Support contracted for by Customer hereunder; and (b) any such change applies to ExtraHop’s Support customer base generally.

### 2. Maintenance Releases, Software Updates, and Software Upgrades

#### 2.1 Maintenance Releases

(a) A “**Maintenance Release**” is a set of related or unrelated bug fixes that ExtraHop makes generally available to customers who have purchased a Support package (Gold or Platinum, as set forth on **Exhibit A**). Maintenance Releases are typically labeled with a change in the version number after the second decimal (e.g. 1.0.0 to 1.0.1), although not each change may be deemed to be a Maintenance Release.

(b) ExtraHop will make available Maintenance Releases for the version of the ExtraHop software included in or with Covered Products (“**Covered Software**”), until the release of the next Software Upgrade. Maintenance Releases will be deemed Covered Software upon release to Customer, and Customer’s access and use of Maintenance Releases will be subject to the same license terms as applicable for the Covered Software.

#### 2.2 Software Updates.

(a) “**Software Updates**” are improvements, bug fixes, error corrections, and patches that may include minor new features but not architectural changes or major new features, which ExtraHop makes generally available to customers who have purchased a Support package (Gold or Platinum, as set forth on **Exhibit A**). Software Updates are typically labeled with a change in the version number after the first decimal (e.g. 1.0 to 1.1), although not each change may be deemed a Software Update.

(b) ExtraHop will make available Software Updates for the Covered Software, until the next Software Upgrade. Software Updates will then be deemed Covered Software, and Customer’s access and Customer’s use of the Software Updates will be subject to the same license terms as applicable for the Covered Software.

#### 2.3 Software Upgrades

(a) “**Software Upgrades**” are new software releases, versions, modules, or feature sets that may include new features, architectural changes, and quality improvements that allow the Customer to upgrade from one version of ExtraHop’s software to the next version (e.g., 1.0 to 2.0).

(b) Software Upgrades will be made available to only those customers who have purchased a Support package (Gold or Platinum, as set forth on **Exhibit A**). The foregoing right shall not include any options, upgrades or future products which ExtraHop or third-party vendors charge for as a separate product or where Customer’s installed hardware platform has no further upgrades available according to either (i) the applicable ExtraHop software release notes provided with each release and also available for review via the ExtraHop knowledgebase or (ii) a written end-of-life announcement communicated to Customer by ExtraHop. ExtraHop is not obligated to provide hardware upgrades to ensure compatibility with new software versions of its Products or to ensure that new software versions of its Products are compatible with outdated hardware platforms.

2.4 Documentation. ExtraHop will make available to Customer all published revisions or corrections to the documentation for the Covered Products that ExtraHop makes generally available to customers who have ordered Support for the Covered Products. This documentation will be made available online via password at the ExtraHop knowledgebase on ExtraHop’s Support web site, currently located at [www.extrahopnetworks.com/support](http://www.extrahopnetworks.com/support) (the “**Web Site**”).

### 3. Technical Support and Error Corrections

3.1 Technical Support Center. During the hours stated in **Exhibit A** for the applicable Support package (“**Support Hours**”), ExtraHop will use commercially reasonable efforts to provide Customer with assistance to diagnose and resolve technical problems with the Covered Products (whether hardware or software based) through the Web Site, by e-mail, by telephone (at the e-mail address and telephone number indicated on the Web Site), or by any other means specified by ExtraHop.

3.2 ExtraHop Support Web Site. ExtraHop will issue Customer a unique username and password to access the Web Site. Customer will use the Web Site only for supporting its authorized use of the Covered Products and Covered Software and for logging a support case via ExtraHop’s Web-enabled case management tool. Customer will maintain reasonable password security with respect to the username and password issued for the Web Site, and will immediately report to ExtraHop any breach of security. ExtraHop will have the right to terminate or suspend, in its discretion, Customer’s access to the Web Site in the event of any security breach. All software that is available for download on the Web Site will be licensed to Customer in accordance with any license terms stated on the Web Site for the software, and the terms of the parties’ license agreement for the Covered Products. Customer acknowledges that ExtraHop will be entitled to track usage and other statistics on the Web Site,

which information may be used by ExtraHop to improve its services or otherwise for its internal business without restriction.

3.3 **Error Corrections.** Customer may report to ExtraHop any failure of the Covered Products to substantially conform to their published specifications ("**Error**"). In accordance with this Section 3.2, ExtraHop will use commercially reasonable efforts to correct or minimize the adverse effect of any reproducible and demonstrable Error reported to ExtraHop by Customer in a manner commensurate with the severity of the Error so long as such Error is attributable to ExtraHop and reproducible by ExtraHop on unmodified Covered Software as delivered to Customer.

#### 4. Hardware Replacement; Training.

4.1 **Failure Analysis.** ExtraHop will, at its option, repair or replace (with a new or reconditioned replacement) any Covered Product hardware or component that fails during the term of Customer's hardware warranty (as set forth in ExtraHop's Terms of License/Sale and Warranty or General Terms and Conditions, as applicable) at no cost to Customer, provided that Customer contacts ExtraHop's technical support center to report the failure and complies with ExtraHop's return policies. ExtraHop reserves the right to examine promptly any allegedly non-conforming Covered Product and perform a failure analysis to determine if the alleged non-conformance (a) is a result of defective materials or workmanship (in which case the remedies set forth herein shall apply), (b) does not exist, (c) results from issues external to the Covered Products such as problems with Customer's network or systems, or (d) was caused by improper use or installation or damage in transit or while in the control of Customer (in which case Customer shall have no right to any remedies hereunder). Upon receipt of Customer's written notification of failure, ExtraHop and Customer shall promptly exchange all relevant data reasonably necessary to determine the root cause of the alleged non-conformance and cooperate in good faith to establish a corrective action plan. If ExtraHop determines that the non-conformance was due to defective materials or workmanship, ExtraHop will issue a Return Material Authorization ("**RMA**") for the non-conforming Covered Products, and Customer will return the non-conforming unit or units to ExtraHop's designated facility in accordance with the RMA procedures outlined in Section 4.2 below.

4.2 **RMA.** Covered Products returned to ExtraHop must be pre-authorized by ExtraHop with an RMA number marked on the outside of the package, and sent prepaid, insured and packaged appropriately for safe shipment. Only packages with RMA numbers written on the outside of the shipping carton and/or the packing slips and shipping paperwork will be accepted by ExtraHop's receiving department. All other packages will be rejected. A replacement product or component will be shipped to the Customer following confirmation of the failure of the original Covered Product or component within the timeframe specified on **Exhibit A** for Customer's particular Support package. Customer will return the failed Covered Product or component to ExtraHop under the RMA number issued by ExtraHop upon receipt of the replacement. ExtraHop may invoice the Customer for any failed Covered Products or components (a) with respect to which the damage to such Covered Products or components is attributable to actions taken by Customer or any of its agents (including but not limited to the categories set forth in Section 5.3 -- "Restrictions" below); or (b) not returned within ten (10) days of shipment of the replacement unit(s). Title to any returned Covered Products or components will transfer to ExtraHop upon receipt. ExtraHop will be responsible for all freight charges for returned Covered Products or components provided Customer uses an ExtraHop designated carrier. ExtraHop will replace defective media or documentation or, at its option, undertake reasonable efforts to modify the software to correct any

substantial non-conformance with the specifications. For the avoidance of doubt, ExtraHop does not have any obligation to issue an RMA for the repair or replacement of the hardware for any Covered Product that is not under a valid hardware warranty. For Covered Products outside the warranty period, ExtraHop may, at its election, repair or replace such Covered Product or component at its standard rates for such services.

4.3 **Training.** During the Term (including any renewals), the authorized users of Customer will be eligible to attend, on a space-available basis and at locations designated by ExtraHop, training program(s) designated by ExtraHop as "open enrollment" training programs, as may be offered or sponsored by ExtraHop from time to time, at no additional fee to the Customer, subject to the following conditions: (a) Customer has a valid license for the Covered Software and has purchased training services therefor; (b) ExtraHop has received payment in full of all applicable Fees; and (c) ExtraHop, in its sole discretion, has the right to determine the subject matter, number of students and frequency of any "open enrollment" training program(s) offered; provided, however, that in no event will ExtraHop have any obligation to offer any "open enrollment" training program(s) during the Term (including any renewals). Any other training services shall carry fees and any travel, lodging or other expenses incurred by Customer in connection with an "open enrollment" training program shall be Customer's sole responsibility.

#### 5. Limitations on Support

5.1 **Services Not Covered.** Notwithstanding anything to the contrary in this Agreement, the Support does not include the correction of, and ExtraHop will have no obligation, responsibility, or liability with respect to, any errors, defects, or other problems caused by or resulting from: (a) Customer's failure to implement any Maintenance Release or Software Update made available to Customer by ExtraHop; (b) changes by Customer or third parties to an operating system, network configuration, or environment that adversely affect the Covered Products; (c) any alterations or modifications of, or additions to, the Covered Products made by parties other than ExtraHop; (d) use of the Covered Products in a manner for which they were not designed or other than as specified in the applicable documentation or specifications; (e) the combination, use, or interconnection of the Covered Products with other software or hardware not supplied or not approved by ExtraHop; (f) use of the Covered Products on or with an unsupported hardware or software platform; (g) abnormal usage or misuse of the Covered Products, including, but not limited to, accident, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Covered Products; (h) installation or maintenance of wiring, circuits, electrical conduits, or devices external to the Covered Products; (i) Customer's failure to provide and continually maintain adequate electrical power, air conditioning, and humidity controls in accordance with Covered Product specifications; (j) excessive wear or deterioration of the Covered Products; (k) removal of the Covered Products from the location originally specified by Customer or reinstalled without the prior written approval of ExtraHop; (l) the Customer's or a third party's negligence; (m) any breach by Customer of this Agreement; (n) board level repairs made to the Covered Products, other than by ExtraHop, unless the board repairs were approved in advance in writing by ExtraHop; or (o) Customer's refusal or failure to implement any Error correction or replacement part made available to Customer by ExtraHop. Additionally, ExtraHop will have no obligations with respect to Section 4 for any Covered Product in which the tamper label has been altered or the hardware cover has been opened. Only trained personnel will install or replace field replaceable units

(FRUs) and the units' installation or replacement will be in accordance with handling procedures specified by ExtraHop.

5.2 Limitations on Support and Error Corrections. The Support to be provided under Sections 3.1, 3.3, and 4 are limited to addressing problems that are demonstrable and reproducible. ExtraHop makes no commitment, representation, or guaranty regarding the amount of time it will take to diagnose or resolve a problem once it is brought to ExtraHop's attention. Except as expressly stated in this Agreement, ExtraHop will have no obligation to correct errors in or failures of any Covered Products.

5.3 Restrictions. Support provided by ExtraHop under this Agreement is limited to the Covered Product and Covered Software. ExtraHop reserves the right to limit or terminate development support (including Error correction services) of any Covered Product version six (6) months after the date of release of a subsequent Covered Product version. The foregoing restriction shall apply even if Customer elects to install a Covered Product version other than the then-currently shipping version of the Covered Product. ExtraHop's Platform Lifecycle and End-of-Life Policy is available at: [www.extrahop.com/eolpolicy](http://www.extrahop.com/eolpolicy)

5.4 Non-Supported Applications. ExtraHop specifically disclaims any and all support or repair obligations with respect to any application that has not undergone feature-set approval and ExtraHop's QA process for feature integration (a "**Non-Supported Application**"). Customer acknowledges that if a new support case is created in accordance with ExtraHop's support process where the issue is suspected to be, or is found to be, attributable to a Non-Supported Application, ExtraHop may elect one of the following two options, at its sole discretion:

(i) Remove the Non-Supported Application, following consultation with Customer, in order to continue to resolve the issue; or

(ii) Cease work on the case and recommend that Customer remove the Non-Supported Application from the Covered Product in order to continue toward resolution.

If the Covered Product continues to function improperly or if the issue persists due to the Non-Supported Application, ExtraHop will cease all support efforts on the case. The parties will then cooperate to develop a mutually satisfactory "for-fee" arrangement for continuing work on the issue.

**6. Customer Responsibilities.** ExtraHop's obligation to provide Support is conditioned on the following:

6.1 Maintenance. Customer will: (a) maintain the installation site in accordance with the applicable specifications for the Covered Products; (b) maintain the Covered Products and the operating environment for the Covered Products in good working order and in accordance with the specifications in the documentation for the Covered Products; (c) use the Covered Products in a proper manner by competent, trained personnel; and (d) implement all Software Updates, Maintenance Releases, and Error corrections and workarounds in a timely manner to be at the most current release of the product (or at most one release back).

6.2 Remote Access. At ExtraHop's request, Customer will allow ExtraHop remote access to the Covered Products to enable ExtraHop to perform remote diagnosis and service.

6.3 Notification of Errors. Customer will notify ExtraHop promptly regarding Errors with reasonable detail so that ExtraHop can reproduce the Error. Customer will provide a complete description of the Error, including, if applicable, a description of any physical indicator of injury, such as a LED,

alarm, or event on management station on the Covered Products, system log files or any other reasonable information requested by ExtraHop to diagnose reproducible Errors.

6.4 Cooperation. Customer will provide ExtraHop with reasonable cooperation and assistance and with information as is reasonably requested by ExtraHop in connection with ExtraHop's performance of the Support. Any information provided by Customer to ExtraHop may be freely used by ExtraHop for future versions of the Covered Products or otherwise without restriction.

6.5 Designated Contact. Customer will designate a primary contact and an alternate contact in connection with the Support. These contact persons will promptly notify ExtraHop of Errors, provide the information set forth in Section 6.3, and perform additional duties, including but not limited to system restarts, logging, and running of operational readiness tasks, as may be reasonably requested by ExtraHop.

6.6 Data. Customer will be responsible for maintaining back-up copies of all data residing in or relying in any way on the Covered Products. ExtraHop will have no liability or responsibility for the loss of any data during the provision of Support.

**7. On-Site Service.** ExtraHop will determine, in consultation with Customer, whether it is necessary to perform services at the Customer's facilities. On-site services are intended solely for "break-fix" situations where the reported Error is a result of defective materials or workmanship in the Covered Products and not a result of external issues including but not limited to problems with Customer's network or systems. If ExtraHop decides, in its sole discretion, that it is appropriate to perform Support at a Customer facility:

7.1 On-Site Access. Customer will provide ExtraHop services representatives with: (a) full, free, and safe on-site access to the Covered Product, and (b) a secure storage space, designated work area, and access to a telephone, a backup copy of current software and data, and reasonable use of necessary equipment and communications facilities, as may be required to troubleshoot and maintain the Covered Products. Customer will indemnify, defend, and hold harmless ExtraHop for any liabilities, claims, costs, or expenses (including but not limited to attorneys' fees) arising from or relating to injury to ExtraHop personnel, agents, or equipment during provision of Support at a Customer facility.

7.2 Service Materials. ExtraHop service representatives may use and store at Customer's facility software, documentation, tools, test equipment, and other material to provide Support regarding the Covered Products ("**Service Materials**"). ExtraHop grants no title or license to the Service Materials and retains all right, title, and interest in the Service Materials. Nothing in this Agreement implies any grant or license by ExtraHop to Customer in the Service Materials. Customer will not use the Service Materials or make them available to third parties without ExtraHop's prior written consent. ExtraHop may remove Service Materials at any time and Customer will give ExtraHop access to permit this removal.

## **8. Charges, Payment and Taxes**

The terms of this Section 8 shall only be applicable where Customer contracts for Support directly with ExtraHop. Where Customer contracts with an authorized ExtraHop channel partner for the Support, ExtraHop will still provide the Support set forth in this Agreement but the payment and other related terms shall be as agreed in writing between Customer and the authorized ExtraHop channel partner.

8.1 Annual Fees. Customer will pay ExtraHop the annual maintenance charges set forth in a written price quotation (“**Annual Fees**”). After the first year of Support, ExtraHop reserves the right to increase the Annual Fees year-over-year by up to five percent (5%) on a per-Covered Product basis. Customer will pay the Annual Fees prior to and as a condition to commencement of the Support. If any new Covered Products are added during the term of this Agreement, ExtraHop will prorate the Annual Fees for the Covered Products from the date of purchase of the new Covered Products. Unless otherwise indicated on the applicable price quotation, the total Support fees will be calculated as a percentage of total list prices for the Covered Products, appropriate to the Support Package purchased by Customer. If Customer purchases an annual Support contract for a Covered Product for which Support was never originally purchased or for which Support has lapsed, Customer will be charged a twenty percent (20%) catch-up fee in addition to the then-current standard Annual Fees pro-rated for the time period during which no Support was in effect, calculated based on the Support Package that Customer requests to purchase for such Covered Product on a go-forward basis.

8.2 Other Fees. Customer will pay ExtraHop any additional fees for services or products not covered by this Agreement at ExtraHop’s then-current price list (“**Other Fees**”). The Annual Fees and Other Fees collectively are referred to as “**Fees**.”

8.3 Payment Terms. Customer will pay ExtraHop the Fees net 30 days from the invoice date. ExtraHop may require prepayment of all Fees subject to Customer maintaining satisfactory credit with ExtraHop. A late charge of the lesser of 1.5% of the outstanding amount per month or the maximum rate permitted by law will be charged to Customer on past due accounts. All Fees will be invoiced and will be paid in United States Dollars. ExtraHop may accept payment in any amount without prejudice to its right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere will be construed as an accord or satisfaction.

8.4 Disputed Fees. Customer may withhold payment on the disputed portion of the invoiced Fee where a bona fide dispute regarding the invoice exists between the parties. Customer will provide written notice of the disputed amounts and the basis for the dispute. Customer is not required to pay invoiced amounts in dispute until the dispute is resolved. Once the dispute is resolved, Customer will pay the disputed portion of the invoice in favor of ExtraHop within ten days following the resolution. In the event the dispute is resolved in ExtraHop’s favor and not paid within 30 days from notice, Customer will also pay interest to ExtraHop on the outstanding amount at the rate of 1.5% per month for the period of time beginning 30 days from notice of dispute until payment is made. If the dispute is resolved in Customer’s favor, credits due Customer may be applied against amounts owed to ExtraHop. Credits will be stated on separate invoices and at Customer’s request, paid within 45 days. ExtraHop will provide Support without interruption in case of disputes concerning payment unless the dispute is not resolved within 90 days of notice.

8.5 Taxes. Customer will be responsible for, and will promptly pay, all taxes of whatever nature associated with this Agreement, except for taxes based on ExtraHop’s net income. All payments due from Customer will be made without any deduction or withholding for any tax or mandatory payment to government agencies, unless required to do so under applicable law, in which case, the amount payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after the deduction or

withholding, ExtraHop receives, free from liability for the deduction or withholding, a net amount equal to the amount ExtraHop would have received in the absence of the required deduction or withholding.

9. **Proprietary Rights**. ExtraHop retains all right, title, and interest in and to the intellectual property in the Covered Products and Covered Software, including any Maintenance Releases, Software Updates, documentation, and all derivative works, as well as any intellectual property resulting from the Support. Customer does not acquire any rights, express or implied, in or to the intellectual property in the Covered Products, Covered Software, Maintenance Releases, Software Updates, and documentation. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices of ExtraHop appearing on the Covered Product, including any Covered Software, Maintenance Releases, Software Updates, and documentation, as delivered to Customer. Customer will reproduce the notices on all permitted copies it makes of the Covered Software, Maintenance Releases, Software Updates, and documentation.

## 10. Term and Termination

10.1 Term. This Agreement will be in effect for an initial one year term commencing on the Effective Date (“**Initial Term**”). Thereafter, subject to Customer’s payment of all applicable Fees, this Agreement will continue to be in effect for additional one year terms (“**Renewal Terms**”), unless either party provides the other party with written notice of non-renewal at least 60 days before the end of the Initial Term or any Renewal Term. Renewal of this Agreement will be based on ExtraHop’s current prices for Support in effect at the time of renewal.

10.2 Termination. Either party will have the right to terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure the breach within 30 days of written notice of their breach (which notice will set forth the breach in reasonable detail and will be a precondition to the right to terminate).

10.3 Effect of Termination. Upon any expiration or termination of this Agreement, the rights and obligations of the parties under this Agreement will terminate, except that all definitions and the rights and obligations of the parties pursuant to Sections 7.1, 8, 9, 10.3, 10.4, 11, 12, and 13 will survive the termination or expiration of this Agreement. In the event that Customer accesses Support in any way after this Agreement has expired or been terminated, Customer will continue to be bound by this Agreement.

10.4 Exclusive Remedy. Termination of this Agreement will be Customer’s sole and exclusive remedy for any breach of this Agreement by ExtraHop. Upon termination by Customer for a breach of this Agreement by ExtraHop, ExtraHop will refund to Customer a pro-rata portion of the Fees received from Customer for the period after the effective date of termination, less any amounts due ExtraHop for the Support provided before the effective date of the termination.

11. **Disclaimer of Warranties**. EXTRAHOP MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE RELEASES, SOFTWARE UPDATES, DOCUMENTATION, and REPLACEMENT PRODUCTS OR PARTS, OR ANY OTHER ASPECT OF THIS AGREEMENT WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**12. Limitation of Liability.** IN NO EVENT WILL EXTRAHOP OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, CUSTOMER'S END USERS, OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (OR ANY DAMAGES ARISING FROM LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OR INACCURACY OF DATA, OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND FRAUD), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER OR NOT EXTRAHOP OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. IN ADDITION, IN NO EVENT WILL EXTRAHOP'S LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CAUSE OF ACTION FOR WHICH CLAIMED DAMAGES AROSE. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY EXTRAHOP TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

### 13. General Provisions

13.1 Assignment. Customer may not transfer or assign this Agreement, in whole or in part, without the written consent of ExtraHop, which consent will not be unreasonably withheld. Any attempt by Customer to transfer or assign this Agreement without consent will be null and void. ExtraHop may transfer or assign this Agreement upon notice, but without Customer's consent, to an affiliate or a successor of all or substantially all of its business pertaining to this Agreement, whether by merger, consolidation, transfer or sale of all or substantially all of its business, assets, or equity. In addition, ExtraHop may subcontract certain of its support services provided that any such subcontracting arrangement shall not relieve ExtraHop of any of its obligations hereunder.

13.2 Dispute Resolution; Governing Law and Jurisdiction. All disputes arising under the terms of this Agreement shall be resolved as follows: The senior management of both parties shall confer to attempt to resolve such dispute. If the dispute cannot be resolved by senior management, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty (30) days after such written notification, the parties agree to meet for one (1) day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one-day mediation, either party may begin litigation proceedings. 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. ExtraHop and Customer 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.

13.3 Export Law Compliance. Customer will comply with all applicable export laws and regulations. ExtraHop will not be responsible for any Covered Product replacement or repair delays caused ExtraHop's compliance with export/import laws and regulations.

13.4 Notices. Any notice, request, demand, or other communication required or permitted in this Agreement will be in writing, will reference this Agreement, and will be effective: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) four business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two business days after deposit with an express courier, with written confirmation of receipt. All notices will be sent to the address set forth below or other address for a party as specified in writing by that party.

13.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

13.6 Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of these rights.

13.7 Relationship between the Parties. ExtraHop is an independent contractor under this Agreement. Nothing in this Agreement creates a partnership, joint, venture, or agency relationship between the parties.

13.8 Contractual Statute of Limitations. No claim, demand, or cause of action that arose out of an event or events that occurred more than one year before filing of the claim, demands or cause of action with a court of competent jurisdiction may be asserted by either party against the other.

13.9 Force Majeure. ExtraHop is not responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. If the performance of ExtraHop is interfered with for reasons beyond its reasonable control, ExtraHop, upon prompt written notice to Customer, will be excused from performance to the extent of the interference. ExtraHop will take all reasonable steps to remove the causes of non-performance and resume performance as soon as the causes are removed.

13.10 Entire Agreement. This Agreement and **Exhibits A and B** are the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding this subject matter. This Agreement will also supersede the terms of any purchase order or any other Customer document. ExtraHop hereby expressly rejects terms and conditions preprinted on any Customer document. Any terms in any other order, release, contract, or other communication that are additional to, different from, or inconsistent with the provisions of this Agreement will be deemed to be void and of no effect. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

13.11 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer, nor will anything contained in this Agreement confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities.

**FOR EXTRAHOP NETWORKS, INC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR [CUSTOMER NAME]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Support Services

The table below provides the details of ExtraHop's Support, which are effective upon shipment of the Covered Products.

Training, installation and professional services must be purchased separately and are subject to separate fees from the Support fees.

#### Support - Gold:

Support Hours	Monday – Friday (non-holiday) Hours: 12AM – 7PM PT
Contact	Email: <a href="mailto:support@extrahop.com">support@extrahop.com</a> Support Portal: <a href="http://www.extrahop.com/support/support_portal">http://www.extrahop.com/support/support_portal</a> Phone: (877) 333-9872 Phone (APAC): +65 3163 5541 Phone (EMEA): +44 (0)845 5199150
Standard Replacement Option	Upon Support authorization, replacement equipment will be shipped once problem unit is received and evaluated (subject to ExtraHop End of Life Policy)
<b>Software Maintenance and Upgrade Assurance</b>	
Firmware Updates (excluding those that require hardware modifications)	Yes, while equipment is under Support agreement
Software Updates labeled as 2.1, 2.2, etc. <sup>1</sup>	Yes, while equipment is under Support agreement
Software Upgrades labeled as 2.0, 3.0, etc.	Yes, while equipment is under Support agreement
<b>Customer Services</b>	
Access to online support portal	Yes, while equipment is under Support agreement (additional fees apply)
Access to ExtraHop Networks Training Services	Yes, while equipment is under Support agreement (additional fees apply)
Access to ExtraHop Networks Professional Services	Yes, while equipment is under Support agreement (additional fees apply)
<b>Response Times</b>	
Severity 1 and 2 cases (see definitions on Exhibit B)	6 hour response
Severity 3 and 4 cases (see definitions on Exhibit B)	Next Business Day (Pacific Time) response

#### Support - Platinum:

Support Hours	Hours: 24 x 7
Contact	Email: <a href="mailto:support@extrahop.com">support@extrahop.com</a> Support Portal: <a href="http://www.extrahop.com/support/support_portal">http://www.extrahop.com/support/support_portal</a> Phone: (877) 333-9872 Phone (APAC): +65 3163 5541 Phone (EMEA): +44 (0)845 5199150
Advance Replacement Option	Upon Support authorization, replacement equipment will be shipped in advance of receipt of problem unit (subject to ExtraHop End of Life Policy)
<b>Software Maintenance and Upgrade Assurance</b>	
Firmware Updates (excluding those that require hardware modifications)	Yes, while equipment is under Support agreement
Software Updates labeled as 2.1, 2.2, etc.	Yes, while equipment is under Support agreement
Software Upgrades labeled as 2.0, 3.0, etc.	Yes, while equipment is under Support agreement
<b>Customer Services</b>	
Access to online support portal	Yes, while equipment is under Support agreement
Access to ExtraHop Networks Training Services	Yes, while equipment is under Support agreement (additional fees apply)
Access to ExtraHop Networks Professional Services	Yes, while equipment is under Support agreement (additional fees apply)
Provide data analysis consulting to assist in using ExtraHop for troubleshooting and root cause analysis (calls/screen shares not to exceed 30 minutes, advanced assistance will be escalated to ExtraHop SA team for paid engagements)	Yes, while equipment is under Support agreement (additional fees may apply)
Provide basic assistance for configuring or modifying data feeds to the ExtraHop environment (calls/screen shares not to exceed 30 minutes, advanced assistance will be escalated to ExtraHop SA team for paid engagements)	Yes, while equipment is under Support agreement (additional fees may apply)
Provide answers and dial-in training for specific metrics (calls/screen shares not to exceed 30 minutes, advanced assistance will be escalated to ExtraHop Training Services team for paid engagements)	Yes, while equipment is under Support agreement (additional fees may apply)
<b>Response Times</b>	
Severity 1 and 2 cases (see definitions on Exhibit B)	2 hour response
Severity 3 and 4 cases (see definitions on Exhibit B)	6 hour response

<sup>1</sup> Software Updates are improvements, bug fixes, error corrections, and patches that may include minor new features but not architectural changes or major new features, which ExtraHop makes generally available to customers under a Support agreement. Software Updates are typically labeled with a change in the version number after the first decimal (e.g. 1.0 to 1.1), although not each change may be deemed a Software Update. Software Updates do not include new features, functions, or applications that may be released as part of a Software Upgrade (new software releases, versions, modules, or feature sets that may include new features, architectural changes, and quality improvements that allow the Customer to upgrade from one version of ExtraHop's software to the next version (e.g., 1.0 to 2.0)) or that may require new hardware.

## EXHIBIT B

### Severity Levels

ExtraHop will assign a severity level for each technical problem based on Customer's description of the problems.

#### Severity Levels

Severity	Definition
1	A critical problem requiring immediate resolution. Problem may cause loss of data and/or restrict data availability.
2	A serious problem that affects major functionality. No workaround is available and operation continues in a restricted fashion.
3	A problem that does not have a major effect on business operations or for which an acceptable workaround exists.
4	A minor condition or request that has no significant effect on Customer operations.