



Statement of Work

FOR

Incident Response Services

Contains confidential information subject to non-disclosure requirements.

PREPARED FOR

State of Illinois

100 West Randolph, Suite 11-703 Chicago, Illinois
62704-1800 United States

PREPARED ON

April 22, 2021

SOW #

1



CROWDSTRIKE



Primary Contacts

Customer Contacts

Technical Contact

PARTY

State of Illinois

NAME

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TITLE

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Billing Information

PARTY

Payor Accounts Payable

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na

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CrowdStrike Contacts

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**If you are unsure if your email infrastructure may be compromised, consider sending us an email from a 3rd party email address (e.g., Gmail)*

Services@CrowdStrike.com

Regional Incident Response Hotlines:

North America:	1-855-276-9347
UK/ Ireland:	+44 800 0487187
Australia:	+61 (1800) 290-853
Japan:	+81 (800) 170-5401
India:	+91 (1800) 040-3447
France:	+33 801840 073
Germany:	+49 (0800) 3252669



Statement of Work

This Statement of Work 1 ("SOW") is entered into by CrowdStrike, Inc., and any Affiliates performing hereunder, (collectively "CrowdStrike" or "Vendor") and **State of Illinois** ("Customer") as of the last signature date below (the "SOW Effective Date") and includes the Office of the Attorney General State of Illinois Rider to Vendor Contract attached hereto as Exhibit A and the CrowdStrike Terms and Conditions attached hereto as Exhibit B (collectively, the "Agreement" or "contract").

Scope of Work

Definition of Services

CrowdStrike will provide the following professional services (the "Services") to Customer.

Scope of Services

Incident Response Services

CrowdStrike will assist Customer with responding to a suspected computer security incident. CrowdStrike will help Customer perform the following phases of work.

Incident Response Triage

CrowdStrike shall, as needed:

- Analyze data, including but not limited to:
 - [REDACTED]
 - Data collected by CrowdStrike Tools;
 - Live response data from suspected systems of interest;
 - Logs from [REDACTED]
[REDACTED]
[REDACTED]
 - Documentation of [REDACTED]
 - [REDACTED]
 - [REDACTED]
[REDACTED]

- Provide, assist with the deployment of, and use CrowdStrike Tools (defined in section entitled *CrowdStrike Tools*) as well as use existing Customer tools to gather data for analysis;
- Discuss the incident with Customer staff in remote or in-person meetings;
- Perform this analysis on or off Customer's site;
- Provide a summary of incident triage, with recommended next steps and effort estimates.

Investigation and Containment

CrowdStrike shall, as needed:

- [REDACTED]
- Provide recommendations [REDACTED] and as directed, use CrowdStrike Tools to perform [REDACTED] including but not limited to [REDACTED]
- Provide network analysis services;
 - Provide to Customer for use during the engagement [REDACTED] (defined below in the section entitled *CrowdStrike Tools*) that [REDACTED]
 - Help Customer's staff [REDACTED] to Customer's network;
 - Collect and analyze network traffic;
- Provide containment and recovery recommendations to reduce Customer's attack surface, including, but not limited to:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

Strategic Recommendations

CrowdStrike may produce recommendations for long-term continuous security posture improvement.

**Status Reporting**

During all phases, CrowdStrike will:

- As requested, provide daily status updates verbally or by email, including information about activities performed, findings and their criticality, and plans for upcoming work;
- Provide written weekly summary updates, reviewing tasks, issues and progress, and advising of the status of work and the budget;

Engagement Artifacts

CrowdStrike may, as requested, construct and present draft and final reports containing findings and observations. A report is initially delivered in a draft format and then discussed with Customer. The draft report is then revised and delivered as a final report if Customer has not requested revisions or provided questions regarding the report in 10 business days. CrowdStrike will conduct discussion and status meetings as defined above. The written engagement artifacts (report) may contain information summarizing the Services for an executive reader, as well as detailed technical information for a technical reader.

Schedule and Change Management

Delivery Schedule

Work will begin on a mutually agreed upon date.

Change Management

CrowdStrike will notify the Payor (specified below) via email if any of the hourly estimates listed below will be exceeded. Payor is responsible for fees for hours in excess of the estimate without the need for approvals beyond this signed SOW so long as all hours billed are within the scope of work described in this SOW. Any change to the scope of Services will be agreed upon in writing by the parties in advance of the change and any additional fees associated therewith.

Time & Materials Minimum

CrowdStrike will charge Payor no fewer than 40 hours of professional services.



SOW Expiration

Customer has one year from SOW Effective Date to initiate the Services defined herein, otherwise this SOW is invalid and new terms must be established if services are requested.

Pricing

Fees

CrowdStrike will charge Customer ("Payor") at the rate of USD 450 per consultant per hour for work that is performed within this SOW.

Service	Estimated LOE ¹	Structure	Estimated Cost
Incident Response²			
Estimate for initial Incident Triage	240 hours	Time & Materials	USD 108,000
Tools Fee for [REDACTED]			
[REDACTED] -2 month(s) at USD 1,500 per month	1,500 endpoints	Per Month Basis	USD 3,000
Total: (Expenses billed at actuals)			USD 111,000

¹The Level of Effort ("LOE") estimates provided for Professional Services performed on a Time and Material basis are estimates only and not a guaranteed time of completion.

² Actual Level of Effort ("LOE") will be updated based on Incident Response Triage. The LOE hours listed above will be leveraged for Services indicated herein, however, CrowdStrike's ability to perform all of these activities under the initial number of hours estimated is dependent on the level of complexity and scope of the breach.

³ CrowdStrike Tools fee(s) shall be incurred on a per month basis beginning on the SOW Effective Date.

Travel & Expenses

CrowdStrike will charge actual expense amounts as incurred and will provide access to copies of receipts for those amounts upon request. CrowdStrike will not travel unless coordinated with the



Customer. Travel expenses shall be reimbursed as follows: coach class airfare for flight times of 4 hours or less, economy plus for flight times between 4 and 8 hours, and business class airfare for flight times of more than 8 hours or for urgent international travel in support of incident response investigations; moderate class lodging; full size rental car; ground transportation including taxi or similar transportation services, parking, and/or mileage at the local government approved rate (e.g. IRS rates for U.S.); visa, work permit or similar fees; meal allowance of USD 125 per person per day. Time spent traveling will be charged at USD 225 per person per hour. Travel time estimates are not included in Services time estimates.

Legal Request Fees

In the event CrowdStrike is legally required to respond to a request for information, and/or provide documents or testimony in connection with the Services as part of: (a) a legal proceeding to which the Customer is a party and CrowdStrike is not; or (b) a government or regulatory investigation of the Customer, the Customer shall: (i) pay all of CrowdStrike's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) in connection therewith, and (ii) pay the hourly rate set forth in this SOW (if no hourly rate is stated, then CrowdStrike's then-current hourly rate) for CrowdStrike's consultants' actual hours worked in responding to such requirement, including, time spent preparing for, and participating in, depositions and other testimony.

Taxes

Payor agrees to be responsible for the collection, remittance and reporting of all Value Added Taxes or similar taxes related to this SOW if work is performed outside the United States. Payor is not responsible for any income tax liability incurred by CrowdStrike.

Invoicing and Payment

CrowdStrike will invoice Payor at the end of each calendar month for: (i) the number of hours of Services, (ii) CrowdStrike Tools fees and/or Post-Engagement Data Retention fees, if any, (iii) travel time, if any, and (iv) actual expense amounts, all incurred in arrears. At the end of the engagement, remaining hours (if any) will be invoiced to the Payor in order to meet the minimum set forth in the *Time and Materials Minimum* section.

If Payor requires CrowdStrike to have or reference a Payor purchase order for invoicing (including billable expenses on a separate purchase order), then Payor shall issue a purchase order(s) to CrowdStrike. Payor shall pay in US dollars all invoices within 30 days of receipt.

Insurance

Payor has 30 days from the SOW Effective Date to notify CrowdStrike in writing of an in force cyber insurance policy qualifying Payor for the agreed upon insurance panel rate, otherwise the rate defined in this SOW shall apply. In the event CrowdStrike is notified of an in force cyber insurance policy, CrowdStrike will amend the SOW to the agreed upon insurance company rate and the parties must agree via a signed writing within 5 business days of issuance by CrowdStrike.



Post-Engagement Data Retention Fees

If CrowdStrike is directed, in writing, to retain evidence/data beyond standard retention periods, Payor shall pay the Post-Engagement Data Retention fees set forth in the table below.

Post-Engagement Data Retention Fee(s) Table

Evidence/Data	If retention period is longer than...	Fees per month (or any portion thereof)
Physical Evidence (e.g., removable media, hard drives)	90 days from the completion of the engagement*	USD 500.00 per physical evidence device
Virtual Evidence (e.g., system images, memory capture) and [REDACTED] data	90 days from the completion of the engagement*	USD 25.00 per GB (or any portion thereof)

*The "completion of the engagement" date will be specified in an email from CrowdStrike at the conclusion of the Services.

CrowdStrike Tools

Definition

CrowdStrike may use one or more of the following tools while performing the Services (the "CrowdStrike Tools"). CrowdStrike [REDACTED] is not subject to the tools fees as defined in this SOW. Data collected by CrowdStrike Tools is encrypted and stored in the United States and viewed by personnel in locations that include, but are not limited to, the United States, Canada, United Kingdom, the European Union, New Zealand and Australia.

[REDACTED]

CrowdStrike personnel may use the [REDACTED] tool to collect specific data points relevant to the investigation based upon their expertise and knowledge of specific actors/threats. The following are some of the functions performed by [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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[REDACTED]
CrowdStrike may utilize [REDACTED] tool referred to as [REDACTED]

CrowdStrike [REDACTED]

CrowdStrike personnel may use [REDACTED]

Signatures

This SOW may be executed in counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by facsimile or electronic means shall be treated for all purposes as an original. Each of the parties below represents and warrants that the signatory is duly authorized to execute and deliver this SOW and agrees to be bound hereby.

CrowdStrike, Inc.

By:

Name:

Title

Date

DocuSigned by:

B5DD7CD22354453...
Mike Forman

VP/Controller

4/23/2021

State of Illinois

By

Name

Title

Date

Kwame Agyem-Boadi

Kwame Agyem-Boadi

Attorney General

4/22/21

Exhibit A to Statement of Work**OFFICE OF THE ATTORNEY GENERAL**
STATE OF ILLINOIS
RIDER TO VENDOR CONTRACT

This Rider is hereby expressly made a part of the subject contract entered into by and between the parties hereto. To the extent that this Rider is inconsistent with the subject contract, this Rider controls.

1. **APPROPRIATION OF FUNDS.** Payments pursuant to the contract are subject to the appropriation of adequate funds by the General Assembly to the Attorney General for the purposes of this contract. Obligations of the Attorney General will cease immediately without penalty or further payment being required if at any time sufficient funds for this contract have not been appropriated or are otherwise unavailable. Notwithstanding the foregoing, Customer's signature on the SOW to which this Rider is attached and issuance of a purchase order shall signify to Vendor that all funds for the SOW, which funds are or will become, pursuant to such SOW, due and payable in the then current fiscal year, have been fully appropriated and are available and no longer subject to any appropriations contingency.
2. **VENDOR STATUS.** Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Vendor shall be deemed at all times to be an independent contractor.
3. **CONFLICT OF INTEREST.** Vendor covenants that it has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of its services under this contract. Further, Vendor agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-1 through 50-75) to the extent such provisions, by their terms, are directly applicable to Vendor in performance hereunder.
4. **EQUAL EMPLOYMENT OPPORTUNITY.** Vendor agrees not to commit "unlawful discrimination" in employment as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the rules and regulations established pursuant thereto. Vendor further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
5. **SUBCONTRACTOR.** Vendor will not utilize the services of a subcontractor to fulfill obligations under this contract unless expressly agreed by the parties, in writing. For purposes of this Rider, "subcontractor" means a third party engaged by Vendor to perform Professional Services directly and uniquely for Customer under the SOW.
6. **LATE PAYMENT CHARGE.** Any late payment charges are subject to and may be paid only in accordance with the State Prompt Payment Act (30 ILCS 540/0.01 *et seq.*).
7. **BRIBERY CONVICTION CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Procurement code (30 ILCS 500/50-5), which, except as allowed in that section, prohibits the award of a contract to a person or business that has been convicted, or made an admission as a matter of record, of having bribed or attempted to bribe an officer or employee of any state. Vendor acknowledges that the Attorney General's chief procurement officer (CPO) may declare this contract void if this certification is false.

8. **FELONY CONVICTION CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor acknowledges that the CPO may declare this contract void if this certification is false.

9. **SARBANES-OXLEY ACT CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5) which, for a period of five (5) years prior to the date of the bid or contract, prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code if the officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. § 7201 *et seq.*) or of a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*). Vendor acknowledges that the CPO shall declare this contract void if this certification is false.

10. **NON-ASSISTANCE CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract with the Attorney General or with the State of Illinois under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)). Section 50-10.5(e) of the Procurement Code prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(1) assisted the State or the Office of the Attorney General in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(2) assisted the State or the Office of the Attorney General by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of a business.

Vendor acknowledges that the CPO shall declare this contract void if this certification is false.

11. **DEBT DELINQUENCY CERTIFICATION.** Vendor certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract under the Procurement Code unless that person or affiliate has entered into a deferred payment plan to payoff the debt. Vendor acknowledges that the CPO may declare this contract void if this certification is false.

12. **USE TAX CERTIFICATION.** Vendor certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the

Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract under the Procurement Code unless the person and all the person's affiliates, collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 *et seq.*) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Vendor acknowledges that the CPO may declare this contract void if this certification is false.

13. **ENVIRONMENTAL PROTECTION ACT CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency, if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Vendor acknowledges that the CPO may declare this contract void if this certification is false.

14. **REVOLVING DOOR PROHIBITION CERTIFICATION.** Vendor certifies that it is not barred from engaging in any procurement activity with the Attorney General under Section 50-30 of the Procurement Code (30 ILCS 500/50-30). Section 50-30 of the Procurement Code prohibits chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties were directly related to State procurement from engaging in any procurement activity for a period of two (2) years after terminating an affected position relating to the agency most recently employing them in an affected position for a period of at least six (6) months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal or contract documents on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. (30 ILCS 500/50-30.)

15. **FORCED LABOR CERTIFICATION.** Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.

16. **CHILD LABOR CERTIFICATION.** Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/1 *et seq.*), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.

17. **EDUCATIONAL LOAN CERTIFICATION.** Vendor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/1 *et seq.*).

18. **BID-RIGGING AND BID ROTATING CERTIFICATION.** Vendor certifies that it is not barred from bidding on contracts with the State of Illinois as a result of a conviction of bid-rigging under Section 33E-3 or of bid rotating under Section 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 5/33E-4).

19. **DUES TO CLUBS WHICH DISCRIMINATE CERTIFICATION.** Vendor certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidiaries or otherwise reimburses them for payment of their dues or to any clubs which unlawfully discriminate. (775 ILCS 25/0.01 *et seq.*)

20. **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION.** Vendor certifies and agrees that neither it nor any substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979 (50 App. U.S.C. §2401 *et seq.*) or the regulations of the United States Department of Commerce promulgated under that Act.

21. **ADA CERTIFICATION.** The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) (ADA) and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State of Illinois, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this contract, Vendor certifies that services, programs, and activities provided under this contract are and will continue to be in compliance with the ADA.

22. **DRUG FREE WORKPLACE COMPLIANCE CERTIFICATION.** To the extent that this contract is subject to the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*), Vendor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) Vendor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
 - (d) Notifying the Attorney General within ten (10) days after receiving notice under part (B) of subparagraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse, assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act (30 ILCS 580/5).
 - (f) Assisting employees in selecting a course of action in the event that drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).
 - (h) Vendor certifies that it will not engage in the unlawful manufacture, distribution, possession or use of a controlled substance in the performance of the contract.

23. **[Reserved]**.

24. **TAXPAYER IDENTIFICATION NUMBER CERTIFICATION.** Under penalties of perjury, Vendor or person executing for Vendor certifies that the name, taxpayer identification number and legal status listed below are correct. Vendor or person executing for Vendor further certifies that Vendor is a U.S. Citizen or other U.S. Person and that Vendor is not subject to backup withholding because: (a) Vendor is exempt from backup withholding, or (b) Vendor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Vendor that it is no longer subject to backup withholding.

Name CrowdStrike, Inc.

TIN Number [REDACTED]

(If Vendor is an individual, enter individual's name and SSN as it appears on Vendor's Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. If completing this certification for a limited liability

company (LLC) that is a disregarded entity, enter the name of the single member (owner) followed by the name of the LLC and a TIN (SSN or EIN) that is assigned to the owner, not the LLC. Check the legal status that corresponds to the owner. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Vendor is performing these services as a: (please check one)

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other: _____ | |
- C = corporation
P = partnership

25. **SEXUAL HARASSMENT POLICY CERTIFICATION.** As a condition of this Contract, Vendor certifies that it has in place a written sexual harassment policy substantially similar to the requirements set out in paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policy must be provided to the Office of the Attorney General upon request.

26. **EXPATRIATED ENTITY CERTIFICATION.** As a condition of this Contract, Vendor certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. Vendor acknowledges that the CPO may declare this contract void if this certification is false. This certification is not required if the CPO has determined that this Contract is being awarded as a sole source procurement under Section 20-25 of the Procurement Code (30 ILCS 500/20-25), and the notice and hearing requirements of Subsection 50-17(b)(1) of the Procurement Code (30 ILCS 500/50-17(b)(1)) have been met, or the other exception set out in Subsection 50-17(b)(2) has been satisfied.

27. **RECORDS RETENTION AND RIGHT TO AUDIT.** Vendor shall maintain and preserve all data, books, supporting documents, and other records relating to the performance of the contract and necessary to support amounts charged to the Attorney General under this contract for a period of three (3) years after the date of final payment to Vendor by the Attorney General under this contract, and for the duration of any audit then in progress. Vendor shall make available all such records for review and audit by the Auditor General, the Attorney General, the Attorney General's CPO and internal auditor. Vendor shall fully cooperate in any audit conducted hereunder and provide full and free access to all relevant materials. Vendor's failure to maintain and preserve the books and records required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the Attorney General hereunder for which such items are no' available.

28. **MODIFICATION OF CONTRACT.** Any changes to the contract shall and must be incorporated in a written amendment to the contract. Such amendment must be signed by all parties to the contract before it may be considered effective.

29. **COMPTROLLER FILING NOTICE.** Vendor expressly understands that, whenever applicable, a copy of this Rider Agreement and any amendment(s), cancellation or renewal(s) shall be filed by the Attorney General with the State Comptroller as required by law (30 ILCS 500/20-80).

30. **APPLICABLE LAWS.** The contract and Vendor's obligations and services under the contract are hereby made subject to and must be performed in compliance with all Federal and State law to the extent such law, by its terms, is directly applicable to Vendor in performance hereunder. The contract shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

31. **STATE BOARD OF ELECTIONS REGISTRATION.** Vendor certifies that either (*check applicable box*):

- ☐ Vendor is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General or
- ☐ Vendor has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of Section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Vendor's failure to comply with Section 20-160 with respect to Vendor's contracts, bids, and proposals with the Attorney General.

IN WITNESS WHEREOF, the Attorney General, in his official capacity and not as an individual, and Vendor have caused the contract and this Rider thereto to be executed.

ATTORNEY GENERAL:

VENDOR: CrowdStrike, Inc.

Kwame Raoul by

Kwame Raoul

By:

Kwame Raoul by

Address:



DocuSigned by:

Title: Chief of Staff

By:

B5DD7CD22354453...

Mike Forman

VP/Controller

Title:

4/23/2021

Date:

Date:

4/22/21

EXHIBIT B TO STATEMENT OF WORK
CROWDSTRIKE TERMS AND CONDITIONS

1. Definitions.

"Affiliate" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"Agreement" means these CrowdStrike Terms and Conditions together with each Order.

"API" means an application program (or programming) interface.

"CrowdStrike Competitor" means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

"CrowdStrike Data" shall mean the data generated by the CrowdStrike Offerings, including but not limited to, [REDACTED] For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"CrowdStrike Tool" means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike's products.

"Customer" means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer's use of an Offering.

"Customer Contractor" means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer's Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike's Confidential Information.

"Customer Contractor Services" means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

"Documentation" means CrowdStrike's end-user technical documentation included in the applicable Offering.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"Error" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

"Internal Use" means access or use solely for Customer's and subject to the Section entitled Affiliates, Orders and Payment; Affiliates and the Section entitled Access and Use Rights, its Affiliates', own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer's and its Affiliates' employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on Customer's behalf and for Customer's benefit.

"Offerings" means, collectively, any Products, Product-Related Services, or Professional Services.

"Order" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike's applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

"Product" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

"Product-Related Services" means, collectively, (i) [REDACTED], (ii) [REDACTED], (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

"Professional Services" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

"Services" means, collectively, any Product-Related Services and any Professional Services.

"Statement of Work" or "SOW" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"Subscription/Order Term" means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"Updates" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) **Products with Software Components.** If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) **CrowdStrike Tools.** If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's

access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: [https://\[REDACTED\]](https://[REDACTED]).

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

6. Data Security and Privacy. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (Exceptions), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, 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. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, 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 Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, 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.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE 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. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL 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 (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO

CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. 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 10.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (Restrictions); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased

by Customer and Section 7.4 Confidentiality; Destruction). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike Limited Warranty Agreement for [REDACTED] (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign 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. 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.

14.3 Governing Law; Venue. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.5 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.6 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, 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 (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.7 Notices. All legal notices will be given in writing to the addresses in the first introductory paragraph of this Agreement and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

Exhibit A: Data Security and Privacy Schedule

1. Definitions

- a. **"CrowdStrike Systems"** means those computer systems hosting the [REDACTED].
- b. **"Customer Data"** means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.
- c. **"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) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.
- d. **"Personal Data"** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
- e. **"Privacy and Security Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
- f. **"Security Breach"** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.
- g. **"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) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. Platform

The [REDACTED] uses [REDACTED] to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by [REDACTED]

[REDACTED] Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

3. Processing Personal Data

- a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer's written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

- b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. Compliance with Privacy and Information Security Requirements

- a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at <http://www.crowdstrike.com/privacy-notice/>. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here <https://www.crowdstrike.com/data-protection-agreement/> shall apply to CrowdStrike's processing of such Customer Personal Data.
- b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
- c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in the terms of this Agreement. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. Security Breach Response

In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

- a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
- b. Conduct an investigation of the circumstances of the Security Breach.
- c. Use commercially reasonable efforts to remediate the Security Breach.
- d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

- 6. Security Assessment and Provision of Audited Security Controls. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent [REDACTED] regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "Security Documentation"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

7. **Customer Obligations.** Customer, along with its Affiliates; 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 Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US 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 CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.
8. **Notices.** The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:
- a. **CrowdStrike:** Drew Bagley, VP & Counsel, Privacy & Cyber Policy (drew.bagley@crowdstrike.com with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).
 - b. **Customer:** the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	<ul style="list-style-type: none"> a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	<ul style="list-style-type: none"> a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	<ul style="list-style-type: none"> a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	<ul style="list-style-type: none"> a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	<ul style="list-style-type: none"> a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	<ul style="list-style-type: none"> a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	<ul style="list-style-type: none"> a. Implement encryption key management procedures b. Encrypt sensitive data using [REDACTED]
8. Physical Security	<ul style="list-style-type: none"> a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	<ul style="list-style-type: none"> a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests

10. Communications Security	<ul style="list-style-type: none"> a. Maintain a secure boundary using [REDACTED] b. Require internal segmentation to [REDACTED] c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	<ul style="list-style-type: none"> a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	<ul style="list-style-type: none"> a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	<ul style="list-style-type: none"> a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	<ul style="list-style-type: none"> a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to

