

## CROWDSTRIKE RESELLER ADDENDUM

This Distributor Reseller Addendum (“Addendum”) is made by and between [insert entity details] (hereafter referred to “Reseller” for the purposes of this Addendum) and Westcon Group European Operations Ltd. with a registered place of business at Chandlers House, Love Lane, Cirencester GL7 1YG (“Distributor”), each a ‘Party’ and together the ‘Parties’. This Addendum shall be deemed effective as of the date Reseller clicks the “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” checkbox displayed below, (“Effective Date”).

**WHEREAS;** (i) Reseller has a framework agreement in place with the Distributor (Framework Agreement); and (ii) the Parties wish to supplement the terms of the Agreement (as defined below) for Reseller’s purchase of CrowdStrike Products and Services from Distributor specifically for the end user Enedis;

**NOW THEREFORE** Reseller and Distributor hereby agree the following terms and conditions for Reseller’s purchase of CrowdStrike Products and Services from Distributor for the end user Enedis;

### 1.0 Definitions.

**1.1** “Affiliate” means any subsidiary of Cap Gemini.

**1.2** “CrowdStrike Content” means CrowdStrike’s proprietary data that is contained in or made available as part of the Products and Services.

**1.3** “End User(s)” means the current or potential customer of Reseller for the applicable CrowdStrike Products or Services.

**1.4** “End User Agreement(s)” means end user agreements(s) entered into between CrowdStrike and an End User that governs the End User’s use of the Products and Services.

**1.5** “Intellectual Property Rights” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademark rights (including rights in, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, (i) all rights worldwide in patent applications, any patents issuing therefrom, and all provisional rights with respect to patent applications, (ii) all rights worldwide in any improvements, substitutions, divisionals, patents of addition, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under applicable patent law or regulation or other law or regulation), and certificates of invention of any patents or patent applications, and (iii) all rights worldwide to exploit any of the foregoing), know-how, trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, all other intellectual property rights as may exist now and/or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country, region, or jurisdiction.

**1.6** “Products” means the CrowdStrike product offerings as provided for under the applicable Addendum. For the avoidance of doubt, Products may include one or more of the following, currently offered under the “Falcon Host,” “Falcon Intelligence” and “Falcon DNS” subscription product offering names, product related services through the CrowdStrike operations center, such as “Falcon Overwatch,” and related technical and End User support, but do not include Services.

**1.7** “Services” means the professional services provided by CrowdStrike. By way of example, Services may include, incident response and investigation, compromise assessments, forensic services related to cyber security adversaries, tabletop exercises and next generation penetration tests related to cyber security and typically provided on a time and material basis and sometimes sold as a retainer.

**1.9** “Threat Actor Data” means the malicious code, URL’s, malware, commands, techniques, objectives, or other information of unauthorized third parties either provided by Reseller or End User to Distributor or collected or discovered during the course of providing the Products or Services; provided, neither Reseller nor any End User(s) are identified in such information.

**1.10** “Trademarks” means the words, names, symbols, designs, or any combination thereof, used in commerce to identify and distinguish the products, services, and company, of a party from those of others and to indicate the source of such products and services.

## **2.0 Appointment and Restrictions.**

**2.1** Reseller Designation. Subject to the terms and conditions in this Agreement, Distributor appoints Reseller and Reseller accepts appointment as a nonexclusive designated reseller of the Products and Services subject to the terms of this Addendum. .

**2.2** Sales and Marketing Efforts. Reseller shall use its best efforts to market, promote and resell the Products and Services, and agrees that its marketing and advertising efforts will be of high quality and in good taste. Reseller shall include in all such advertising all applicable copyright and trademark notices as they appear on or in the Products or Service deliverables.

**2.3** End User Agreement. Reseller shall distribute and sell the Products and Services subject to CrowdStrike’s End User Agreement(s), the Reseller shall include a link to it’s the CrowdStrike terms and conditions <https://www.crowdstrike.com/terms-conditions/> in its quote to the End User and requires the End User to agree to these terms and conditions prior to using the Products or Services. Unless otherwise mutually agreed upon by the parties, Reseller shall re-sell the Services subject to a mutually agreed upon statement of work (SOW).

**2.4** Ownership. All right, title and interest in and to the Products, Services, and any deliverables, including the concepts and technology inherent therein, and all Intellectual Property Rights related thereto, shall at all times remain relative to Reseller, the sole and exclusive property of CrowdStrike. No other licenses, immunity or rights, express or implied are granted by CrowdStrike, by implication, estoppel, or otherwise.

**2.5** Restrictions. Reseller shall, by all appropriate means, prevent unauthorized disclosure, publication, display or use of the Products, Services and CrowdStrike Content. Reseller shall not, and shall not encourage or authorize any third party to, modify or reverse engineer any Products or Services or the technology related thereto, or attempt to gain unauthorized access to the Products or the CrowdStrike Content. Reseller shall not remove, alter, cover or obfuscate any end-user agreement, privacy notice, copyright notices or other proprietary legends placed or embedded by CrowdStrike on or in the Products, Product documentation, Services, deliverables or literature related to any of the foregoing. Reseller shall not affix or place any labels or markings on the Products, Product output, Service deliverables, or literature related to the foregoing, that might be interpreted as a claim of ownership by Reseller or any third party in the foregoing. Reseller shall not, nor have a third party, (i) perform a competitive analysis on the Products or Services, or (ii) publish a review or the results of any internal evaluation of the Products or Services.

**2.6** Qualified Staff. All Resellers shall maintain a staff of employees with a good working knowledge of the Products and Services, including their use, applications, limitations, installation, maintenance and related subjects. Reseller’s employees shall also be knowledgeable in the use of complementary products and services. . Reseller shall appoint one primary point of contact. Distributor may, as a condition of reseller designation, require Reseller’s completion of training or certification programs established by CrowdStrike or Distributor. If Reseller does not agree to participate in such programs and pay any associated fees, then either party may terminate this Addendum for convenience.

**2.7** Reseller Conduct. Reseller shall: (i) conduct business in a manner that reflects favorably at all times on the Products, Services, goodwill and reputation of CrowdStrike; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to CrowdStrike; (iii) refrain from making any false or misleading representations or warranties with regard to CrowdStrike, the Products or Services; and (iv) comply with all applicable laws, rules, ordinances, decrees and regulations applicable to Reseller’s activities under this Agreement, including without limitation, any applicable privacy laws and the Bribery Act, Foreign Corrupt Practices

Act and any similar local legislation. Reseller has reviewed and understands CrowdStrike's Privacy Notice located at <http://www.crowdstrike.com/privacy-notice/>. Reseller shall not, directly or indirectly, through action or inaction, cause CrowdStrike to be in violation of its Privacy Notice.

### **3.0 Go To Market and Use of Trademarks.**

**3.1 Ownership of Trademarks.** Each Trademark Party claims ownership of all right, title, and interest in and to its Trademarks, together with any new or revised trademarks, trade names, and logos that such Trademark Party may adopt to identify it or any of its products or services. Neither party shall claim any rights in the other party's Trademarks or take any action that threatens or challenges the Trademark Party's proprietary rights therein. All use by a party of the Trademark Party's Trademarks and all goodwill associated therewith shall inure exclusively to the benefit of the Trademark Party and its Affiliates. Reseller is prohibited from using or registering any of CrowdStrike Trademarks or domain names, including without limitation any terms containing the terms "crowd", "strike", or "falcon" as part of Reseller's company name, service name, trade names or domain names. CrowdStrike does not authorize Reseller's use of any of the CrowdStrike Trademarks to promote or use for search engine ranking or ad word purchase or as part of a trade name, business name or Internet domain name in any manner that could be detrimental to the interests of CrowdStrike. If Reseller registers or otherwise obtains rights to marks (as trademarks, service marks, URLs, company names or otherwise) in violation of this Agreement, Reseller will, at its own expense, transfer and assign such rights to CrowdStrike, and execute all documents reasonably requested by CrowdStrike to facilitate such assignment or transfer.

### **4.0 Confidentiality.**

**4.1 CrowdStrike Development; Communications.** It is expressly understood, acknowledged and agreed that Reseller may, regardless of whether or not formally requested, provide to CrowdStrike suggestions, comments and feedback regarding the Products or Services, including but not limited to usability, bug reports and test results, with respect to the foregoing (collectively, "Feedback"). Reseller grants CrowdStrike, under all of its intellectual property and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights without any attribution of any kind: (i) to make, use, copy, modify, sell, distribute, sublicense, and create derivative works of, the Feedback as part of any CrowdStrike Product or Service or related technology, specification or other documentation; (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any CrowdStrike Product or Service or related technology, specification or other documentation; (iii) solely with respect to your copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by Reseller that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into a CrowdStrike Product or Service or related technology, specification or other documentation. Further, you warrant that your Feedback is not subject to any license terms that would purport to require CrowdStrike to comply with any additional obligations with respect to any CrowdStrike Product or Service or related technology, specification or other documentation that incorporate any Feedback.

### **5.0 Reseller Indemnification and Liability.**

**5.1 General Indemnity.** The Reseller ("Indemnitor") shall defend and indemnify the Distributor and its Affiliates, and their officers, directors, employees, and agents (collectively, "Indemnitees," respectively, for each of Distributor and the Distributor ), from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees and court costs) that an Indemnatee may incur as a result of an Indemnitor making a representation, warranty, or other statement on behalf of the other party that is not specifically authorized in writing. To qualify for such defense and payment, the Indemnatee must: (i) give the Indemnitor prompt written notice of any such claim, and (ii) allow Indemnitor to control, and fully cooperate with Indemnitor in, the defense and all related settlement negotiations.

**5.2 Indemnity for breach of contract.** The Reseller ("Indemnitor") shall defend and indemnify the Distributor and its Affiliates, and their officers, directors, employees, and agents (collectively, "Indemnitees," respectively, for each of Distributor and the Distributor ), from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees and court costs) that an Indemnatee may incur as a result of:

(i) an Indemnitor's breach of this Agreement or any agreement with the End User; or (iii) an Indemnitor's or its representative's negligence, omission, or misrepresentation. To qualify for such defense and payment, the Indemnitee must: (i) give the Indemnitor prompt written notice of any such claim, and (ii) allow Indemnitor to control, and fully cooperate with Indemnitor in, the defense and all related settlement negotiations. The Reseller's liability under this clause 2.1 shall be limited to \$3 million USD per event and in aggregate

**5.3 EXCEPT IN THE CASE OF THE RESELLER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 5.1 AND 5.2 ABOVE, FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACHES OF SECTION 4 (CONFIDENTIALITY) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER UNDER THIS ADDENDUM EXCEED THE GREATER OF: (A) THE AGGREGATE AMOUNTS PAID OR OWED BY PARTNER TO DISTRIBUTOR UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO ANY CLAIM, OR (B) \$50,000.**

## **6.0 Legal Compliance.**

**6.1 Export.** The parties shall comply with all applicable United States and foreign laws and regulations, including without limitation: (i) all applicable laws and regulations relating to the advertising, packaging, sale, and distribution of the Products and Service deliverables, (ii) all United States export laws and regulations governing the export or re-export of all Products/Services and any products or services provided in connection with the Products/Services, including without limitation the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control, and (iii) all applicable laws and regulations of countries other than the United States that govern the importation, use, or re-export of the Products/Services. Reseller further agrees to comply with any reasonable conditions that Distributor notifies Reseller are contained in any applicable export licenses pertaining to the Products/Services. Reseller shall comply with any reporting requirements that may apply to the export or re-export of the Products/Service deliverables and shall provide to Distributor and the appropriate governmental authority any periodic reports containing such information as may be required under applicable law. Reseller further agrees to pay any taxes or tariffs that may apply to the export, or re-export of the Products/Services.

**6.2 Applicable Laws.** Reseller shall at all times conduct its efforts hereunder with the highest commercial standards and in strict accordance with all applicable laws, rules, directives and regulations ("Laws"). Reseller shall be responsible for current and ongoing familiarity and compliance with all Laws applicable to the importation, distribution, marketing, sale, operation, use or support of the Products and Services.

**6.3 Foreign Corrupt Practices Act.** In conformity with the United States Foreign Corrupt Practices Act, the UK Bribery Act and with CrowdStrike's policies regarding foreign business practices, the Reseller nor any of their respective employees and agents shall directly or indirectly make and offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in order to assist Distributor and/or CrowdStrike in obtaining, retaining or directing any such business. Reseller must include in its agreement with its End Users a clause no less stringent to address the Foreign Corrupt Practices Act and the UK Bribery Act.

## **7.0 Miscellaneous.**

**7.1 Audit Rights.** Each Party shall maintain accurate records of all matters that relate to its obligations hereunder in accordance with generally accepted accounting principles and practices, uniformly and consistently applied in a format that shall permit uncomplicated audit. Each Party shall retain such records as required by statutory law. Either Party may request copies of the other Party's account and business records of the amounts invoiced and paid hereunder to verify the accuracy of the amounts paid and invoiced pursuant to this Agreement.

**7.2** Waiver. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

**7.3** Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions, or if necessary to maintain the validity of the remaining terms, removed from the Agreement.

**7.4** Applicable Law. These Conditions shall governed by the laws of England and Wales and subject to its exclusive jurisdiction. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions..

BY CLICKING THE "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS CLOUD SERVICES ADDENDUM IN WHICH CASE THE TERMS "CSR", "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS ADDENDUM, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" CHECKBOX AND DO NOT PURCHASE, SELL OR USE MANAGED SERVICES OR SERVICES UNDER ANY CIRCUMSTANCES.

☐ **I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM** Effective Date: \_\_\_\_\_