



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 655561

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 00000193349

SO Doc ID: ISC2000000010

Legal Name: VION CORPORATION

Published Date: 12/9/19

Alias/DBA:

Close Date: 12/16/19

Total Bid: \$175,680.00

Close Time: 13:30

Response Date: 12/16/2019

Status: Closed

Response Time: 12:07

Solicitation Description: Addendum 2-EndPoint Detection and Response Softw are - OT1912

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 655561

Solicitation Description : Addendum 2-EndPoint Detection and Response Software - OT1912

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-12-16 13:30:00	SR 0210 ESR12161900000003645	1

VENDOR
000000193349 VION CORPORATION

Solicitation Number: CRFQ 0210 ISC2000000010

Total Bid : \$175,680.00 **Response Date:** 2019-12-16 **Response Time:** 12:07:26

Comments:

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature on File	FEIN #	DATE
--------------------------	---------------	-------------

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	CNTRCT ITEM: Containment Remediation Reporting & Monitoring	2000.00000	EA	\$21.000000	\$42,000.00

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description : 4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring
 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Opt Renew Y2 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	\$21.630000	\$43,260.00

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description : 4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring
 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Opt Renew Y3 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	\$22.270000	\$44,540.00

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description : 4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring
 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Opt Renew Y4 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	\$22.940000	\$45,880.00

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description : 4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring
 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.



State of West Virginia

EndPoint Detection and Response Software
Solicitation Number ISC2000000010

Request for Quote

December 16, 2019

Submitted To:

Jessica S. Chambers
State of West Virginia
Email: Jessica.s.chambers@wv.gov

Submitted By:

ViON Corporation
Bridget Bradshaw, Account Executive
196 Van Buren Street
Herndon, VA 20170
(571) 353-6000
Email: Bridget.Bradshaw@vion.com

RESTRICTIVE LEGEND

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror, as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets appropriately annotated with the following marking:

"Use or disclosure of proposal data is subject to the restriction on the cover page of this proposal."

CAVEAT

Where discrepancies appear between ViON's proposal and ViON supporting documentation, ViON's written word shall take precedence.

TRADEMARK NOTICE

All logos and product names mentioned in this proposal may be trademarks and/or registered trademarks of their respective companies.



TABLE OF CONTENTS

1. PURCHASING AFFIDAVIT FORM.....	1
2. DESIGNATED CONTACT FORM.....	2
3. EXECUTIVE SUMMARY	3
3.1 TEAMING/PARTNERSHIP	4
3.2 COMPANY INFORMATION	4
4. QUALIFICATIONS (RFQ 3.0).....	4
5. MANDATORY REQUIREMENTS (RFQ 4.0)	6
5.1 CONTRACT ITEMS AND MANDATORY REQUIREMENTS (RFQ 4.1)	6
5.2 TECHNICAL DETAILS (RFQ 4.1.2).....	6
5.3 OPTIONAL RENEWALS (RFQ 4.1.3).....	7
6. MISCELLANEOUS (RFQ 11.0).....	7
7. SOFTWARE TERMS AND CONDITIONS	8



1. PURCHASING AFFIDAVIT FORM

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Vion Corporation

Authorized Signature: [Signature] Date: 12/6/19

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 6 day of December, 2019

My Commission expires Oct 31, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2019)



2. DESIGNATED CONTACT FORM

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dawn Fabean, Director of Contracts
(Name, Title)

(Printed Name and Title)

196 VAN BUREN STREET, Herndon, VA, 20170
(Address)

571-353-6000 / 703-707-0987
(Phone Number) / (Fax Number)

Dawn.Fabean@vion.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Vion Corporation
(Company)

Neil A. Blue
(Authorized Signature) (Representative Name, Title)

Neil A. Blue, Executive VP and CFO
(Printed Name and Title of Authorized Representative)

12/16/2019
(Date)

571-353-6000 / 703-707-0987
(Phone Number) (Fax Number)

Revised 11/14/2019

3. EXECUTIVE SUMMARY

ViON Corporation (ViON), a veteran-owned and privately-held company since 1980, has supported numerous Commercial, Higher Education, Federal, and State Government departments and agencies with enterprise Information Technology (IT) design, supply, and implementation. By analyzing the leading industry Original Equipment Manufacturer (OEM) offerings and solutions, ViON has seamlessly transitioned our customers from one generation of technology to the next.

We enable this with our extensive network of OEM relationships. Vendor-independent, we work with industry partners to develop and provide solutions and equipment tailored to our customers' specific needs. Our 'Customer Intimacy' philosophy and approach are central to what we do as a business and revolve around listening to our customers and partnering with them to develop and deliver what truly fits their needs.

One way we do this is through our highly-developed and successful as-a-Service (aaS) model. This model enables IT organizations to dynamically order and use IT infrastructure – server, storage, or data center networking – as needed, scaling usage up or down without penalty to align with business requirements. ViON aaS allows for a high level of customization and can scale rapidly to suit the specific environment. Also extremely flexible, ViON aaS is ultimately controlled by the customer – allowing for more effective and flexible budget utilization. This flexible model (which has been funded with both operational and capex budget line items in our Federal customers) underpins our 16 years of aaS delivery. ViON aaS helps organizations simplify the management of IT by providing a business strategy for:

- Acquiring, modernizing, and provisioning IT assets without upfront CapEx investments
- Expanding access to new capacity and technologies by leveraging operational vs. capital funding
- Accessing top-tier engineering expertise
- Extending support with managed services levels and strict Service Level Agreements (SLAs)
- Eliminating expensive out-year maintenance bills
- ViON's aaS model can be combined to work with traditional leases if those requirements exist for a customer

ViON delivers virtually every type of IT infrastructure – compute, storage, and network – in an aaS model. Our past performance includes serving customers who acquire all major types of infrastructure in our aaS model, as well as those that only acquire storage and network or compute. ViON has the largest portfolio of aaS technology in the industry, with 44 different OEM partners and their solutions available to our customers. Lastly, our 24x7x365 U.S.-based Support Centers are staffed by certified and cleared engineers who average more than 20 years of industry experience. For today's enterprise, implementing data storage strategies can be complicated and, if not executed properly, costly. With our 39 years of experience in enterprise technology and our 16 years providing aaS, ViON understands the complexity of balancing efficiency and performance with availability, reliability, and sustainability. Our flexible storage solutions and years of customer-focused expertise enables us to provide our customers with enterprise-ready storage, advanced global storage visualization and efficient, scalable, and high-performance hardware.

3.1 TEAMING/PARTNERSHIP

ViON Corporation is partnering with Carbon Black to provide EndPoint Detection and Response Software Support Services to the State of West Virginia. Carbon Black has been a leader in endpoint security for years. With the VMWare Carbon Black Cloud, we are providing an endpoint detection and response (EDR) and endpoint protection platform (EPP) to consolidate security and provide information needed to secure endpoints, using a single lightweight agent.

Our technology approach differs from other security vendors. The VMWare Carbon Black focuses on understanding attackers’ behavior patterns, enabling us to detect and stop never-seen-before attacks. Leveraging the power of the cloud, we analyze more than 500B events per day across millions of global endpoints, helping you stay ahead of emerging attacks.

More than 5,600 global customers, including approximately one-third of the Fortune 100, trust Carbon Black to keep their organizations safe. Our diverse customer base includes Silicon Valley leaders in internet search, social media, transportation, and hospitality, as well as leaders across finance, manufacturing, retail, and government. With an eye on empowering every security team and protecting every endpoint, we stand true to our founding vision: To create a world safe of from cyberattack.

3.2 COMPANY INFORMATION

Item	Response
Company Name	ViON Corporation
Mailing Address	196 Van Buren Street, Suite 300 Herndon, VA 20170
CAGE Code	2U672
DUNS Identification Number	09-869-5323
Point of Contact	Bridget Bradshaw Account Executive Telephone Number: 571 353 600 Bridget.Bradshaw@vion.com
Business Size	Large

4. QUALIFICATIONS (RFQ 3.0)

The Vendor must be a United States based company. Vendor must provide documentation stating they are based in the United States upon request. (RFQ 3.1)

ViON Corporation is based in the US and can provide documentation upon request.

The Vendor Must have the ability to provide at a minimum 3-tiered levels of support. Documentation detailing the Vendor’s tiered level support must be available upon request. The levels of support must consist of following: (RFQ 3.2)

ViON Corporation has three levels of support – including Customer Service, Engineering, and Onsite Support – and can provide documentation upon request.

A Customer Service Tier; Initial Contact will provide tier one support to include basic troubleshooting. (RFQ 3.2.1)

Technical assistance, troubleshooting and problem-resolution activities is provided by the Technical Support Team, reachable via the following contact methods:

- Support Phone Numbers: 617-393-7487 / 877-248-9098
- Support Email Address: support@carbonblack.com
- Support Portal: <https://community.carbonblack.com>

An Engineering Tier; If tier one troubleshooting is unable to resolve the issue at hand, then it needs to be able to be escalated to an engineer level support. (RFQ 3.2.2)

Frontline support will triage and provide support closing 40% of all case volume. If unsuccessful, the appropriate technical resource within support will continue to work with the customer to achieve a solution or reach a level where assistance from engineering is required.

An Onsite Support Tier, To include any and all subject matter experts applicable to the problem that cannot be fixed remotely. (RFQ 3.2.3)

On-Site Emergency Support Services are not provided under our Maintenance and Support Policy but may be requested by Customers as a separate and distinct billable service.

The Vendor must provide upon request, examples of at least five (5) successful implementations of their EDR service over last three (3) years. (RFQ 3.3)

Upon vendor selection or later in the sales cycle, yes ViON Corporation will coordinate at least five (5) references.

The vendor must provide upon request a dedicated Project Manager and Project Management services during the implementation of the proposed service, including a project plan. (RFQ 3.4)

Yes, during a ViON Corporation implementation, an Engagement Manager is provided who provides end-to-end implementation management across Customer and ViON Corporation teams following the mutually agreed to implementation approach. A detailed project plan with specific milestones is determined in conjunction with ViON Corporation Professional Services during project kick-off.

The project plan must include but is not limited to the Work Breakdown Structure, a change management plan, a communication plan, and weekly status report (RFQ 3.4.1)

ViON Corporation has standard templates for design and “as-configured” documents that can be included in the project. Should a customer have specific documentation requirements, templates or samples must be provided prior to ViON Corporation finalizing the scope of work. The design documentation is delivered after the design workshop and is adjusted during the project to reflect any changes. ViON Corporation will work with Customer to help them review their operational processes.

The Vendor must not be under a Department of Homeland Security's Binding Operational Directive. A Vendor's bid will be disqualified if they are listed on the following website: (<https://cyber.dhs.gov/directives/>). (RFQ 3.5)

ViON Corporation understands and acknowledges requirement RFQ Section 3.5.

5. MANDATORY REQUIREMENTS (RFQ 4.0)

5.1 CONTRACT ITEMS AND MANDATORY REQUIREMENTS (RFQ 4.1)

Contract Item: Containment, Remediation, Reporting & Monitoring (RFQ 4.1.1)

The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis. (RFQ 4.1.1.1)

Our Solution complies with this requirement to provide a cloud-based software as a service solution that is capable of supporting endpoints through the State of West Virginia. We understand and accept requirement RFQ Section 4.1.1.1.

The Vendor must provide a cloud-based software as a service solution that can be centrally managed by a West Virginia Office of Technology Administrator. (RFQ 4.1.1.2)

Our Solution complies with this requirement to provide a cloud-based software as a service solution that can be centrally managed by a West Virginia Office of Technology Administrator. We understand and accept requirement RFQ Section 4.1.1.2.

The Vendor must provide a software and/or service that shall feature the following: (RFQ 4.1.1.3)

Our Solution complies with this requirement to provide a cloud-based software as a service solution that is capable of supporting requirements RFQ 4.1.1.3. We understand and accept requirements listed in RFQ Section 4.1.1.3.

5.2 TECHNICAL DETAILS (RFQ 4.1.2)

The Vendor must provide the minimum supported platforms including: Windows operating system, Linux operating system, and all virtual environments including but not limited to VMWare, Azure, and Hyper-V. (RFQ 4.1.2.1)

Our Solution complies with this requirement to provide support platforms including: Windows operating system, Linux operating system, and all virtual environments including but not limited to VMWare, Azure, and Hyper-V. We understand and accepted requirement RFQ Section 4.1.2.1.

The software shall not impair authorized system operations nor shall it degrade managed system performance in any way, which may adversely impact a system's primary business/mission functions. The following authorize system operations include but not limited to: (RFQ 4.1.2.2.)

Our Solution complies with this requirement to provide software that shall not impair authorized system operations nor shall it degrade managed system performance in anyway. We understand and accept the requirements included in RFQ Section 4.1.2.2.

The software shall allow for patching and update of containerized applications through a means of automated verification (e.g., integration with automated patch management infrastructure/processes). (RFQ 4.1.2.3)

Our Solution complies with this requirement to provide software that shall allowing for patching and updates of containerized applications through a means of automated verification. We understand and accept the requirement in RFQ Section 4.1.2.3.

All software components shall have the ability to be automatically deployed and configured based on predefined configurations. (RFQ 4.1.2.4)

Our Solution complies with this requirement to provide software with components that will have the ability to be automatically deployed and configured based on predefined configurations. We understand and accept the requirement in RFQ Section 4.1.2.4.

The software shall securely store and transmit data in a manner that ensures the confidentiality, integrity, availability, and source authenticity of the data. (RFQ 4.1.2.5)

Our Solution complies with this requirement to provide software that shall securely store and transmit data in a manner that ensures confidentiality, integrity, availability, and source authenticity of the data. We understand and accept the requirement in RFQ Section 4.1.2.5.

The software shall encrypt all data in transit or data at rest with Federal Information Processing Standards (FIPS) 140-2 compliant cryptographic modules. (RFQ 4.1.2.6)

Our Solution complies with this requirement to provide software that shall encrypt all data in transit or data at rest with Federal Information Processing Standards (FIPS) 140-2 compliant cryptographic modules. We understand and accept the requirement in RFQ Section 4.1.2.6.

5.3 OPTIONAL RENEWALS (RFQ 4.1.3)

Vendor should include, as part of its bid, pricing for optional renewal years 2, 3, and 4. These optional renewal years will be agreed upon by both parties and initiated by the Agency via Change Order. The contract will be awarded on the initial year's cost only. (RFQ 4.1.3.1)

Our Solution complies with this requirement to include pricing for optional renewal years 2, 3, and 4. We understand and accept the requirement in RFQ Section 4.1.3.1.

6. MISCELLANEOUS (RFQ 11.0)

Contract Manager	Dawn Fabean
Telephone Number	571-353-6000
Fax Number	703-707-0987
Email Address	Dawn.Fabean@vion.com



7. SOFTWARE TERMS AND CONDITIONS

ViON Corporation has provided the Software Terms and Conditions as requested per Section 5.1 on the following pages.

Carbon Black Product Agreement Cover Sheet

THIS COVER SHEET IS TO BE DELETED PRIOR TO CONTRACT SIGNATURE AND DOES NOT FORM PART OF THE AGREEMENT, WHETHER OR NOT ATTACHED TO THE AGREEMENT AT THE TIME OF SIGNATURE.

Thank you for reviewing Carbon Black's End User Agreement or Master Terms and Conditions agreement (each referred to in this Cover Sheet as the "Agreement") that govern Carbon Black products and services (together "Carbon Black Products"). We recognize that sometimes attorneys, contract professionals, and procurement specialists are asked to review an agreement without being given an explanation of what is being purchased as well as how the vendor's contracts process work. We hope that this Cover Sheet will be useful as you review the Agreement.

This Cover Sheet is provided for reference purposes only and does not create any warranties or obligations on the part of either party.

What products and services does Carbon Black provide?

Carbon Black offers endpoint security cloud services and on-premises software applications, depending on our customers' needs. An 'endpoint' is a computing device(s) that may include laptops, desktops, tablets, point of sale devices and servers.

- Cloud services. Carbon Black's cloud services use a cloud delivery model whereby data is collected via proprietary software sensors installed on customer endpoints and sent to Carbon Black's servers for analysis. Customer's administrators access Carbon Black's cloud services console running in Carbon Black's cloud environment. Carbon Black manages and updates the cloud services console. All customers are on the current version of Carbon Black cloud services console at all times.

- On-premises software. Carbon Black's on-premises software is provided for installation and configuration by customer in its own computing environment. Carbon Black's proprietary sensor software is installed on customer endpoints and automatically collects data for analysis. But, instead of being sent to Carbon Black's cloud servers, the data remains in customer's computing environment, where it is analyzed by Carbon Black's on-premises software. Using software settings, customers may opt-in to share some data with Carbon Black for limited purposes (such as troubleshooting or diagnostics) at which point such data will be stored Carbon Black's servers. The customer is responsible for managing the on-premises software and the data stored in own computing environment.

Can I customize Carbon Black's cloud services?

Carbon Black cloud services utilize a "one-to-many" cloud architecture, whereby the system resources may be shared simultaneously by multiple customers. In this way, customers avoid costly and disruptive upgrades as well as the expense of building and operating their own computing environment.

What data will Carbon Black Products collect?

Carbon Black Products collect technical data relating to an endpoint or activity at, and traffic through, an endpoint. At a high level, this includes data elements relating to process and file executions, network connections, file modifications, registry modifications, cross-process events, unique binaries, API calls, etc. Depending on the specific Carbon Black Product and configuration selected by the customer, some examples of these elements could include things such as IP address, device ID, file name, binaries and associated metadata, command name, endpoint connections including date and time stamp, or other technical data.

Importantly, Carbon Black Products are not intended to function as a storage/repository system for customer's data. This means that unlike many other cloud services, where customers transfer their data to the provider's systems for long-term storage and processing, Carbon Black's proprietary sensor software is design to capture only the information necessary for Carbon Black Product(s) to function.

What is "threat intelligence data"?

Certain Carbon Black Products collect metadata relating to malicious or potentially malicious code, attacks, and activities on monitored customer endpoints (called "Threat Intelligence Data"). The Threat Intelligence Data is collected and analyzed to identify and alert you to threats in your environment, and to improve the security efficacy of the Carbon Black Products. Threat Intelligence Data may be included in Carbon Black's threat intelligence data feed (which is one of numerous threat data feeds available to customers through the Carbon Black Products that allow a customer to identify attacks more quickly and effectively.) Prior to inclusion in the threat intelligence data feed, all Threat Intelligence Data is reduced to a unique file hash or to queries or general behavioral descriptions that can be used to identify the same or similar malicious or potentially malicious code in customer systems. All data included in the Threat Intelligence Data feed is aggregated, and not attributable to any individual customer.

How does Carbon Black protect customer data?

Protecting the security and privacy of our customers' data is a priority for Carbon Black. Carbon Black regards all Customer Data as confidential, and, to the extent it includes personal data, Carbon Black complies with GDPR and other data privacy laws applicable to it. Carbon Black has adopted appropriate technical and organizational security measures designed to protect all customer data under its control. Carbon Black's formal and comprehensive security program is detailed in its independent third party SOC-2 Type 2 audit report, our Information Security Policy, Security and Privacy Guide, and Privacy Policy, all of which can be found on the Carbon Black Policies Page as referenced in the Agreement. This comprehensive security program is provided across our product infrastructure, development, and corporate environments. The Agreement has additional provisions that further detail Carbon Black's security obligations and our protection of Customer Data.

Unfortunately, Carbon Black is not able to agree to individual customer security policies or requirements, as it is not practical given our unique single back-end security program, and the shared cloud operations and support model applicable to all customers.

Does Carbon Black use third party service provider(s) to provide Carbon Black Products?

Yes. Carbon Black's Products may incorporate certain elements provided by third party service providers. Carbon Black reviews security, privacy and confidentiality practices of its service providers and contractually requires them to apply security and privacy requirements equivalent to those in our Agreement. A current list of such providers is at all times posted on our Policies Page (<https://www.carbonblack.com/policies>).

Will I be able to access and/or retrieve my data from the Carbon Black Products?

As is detailed in the Agreement, Carbon Black's customers own their data at all times. Customers can access and download copies of their data stored in the Carbon Black Products.

How does the Agreement work?

The Agreement contains the general legal terms and conditions governing the use of Carbon Black Products under either delivery model. Once the Agreement is accepted, a customer can purchase any Carbon Black Products pursuant to the Agreement terms. If agreed with Carbon Black, the Agreement can also be used for product evaluations.

I am buying Carbon Black through a Carbon Black reseller; what paperwork do I need?

Most Carbon Black customers purchase through an authorized Carbon Black reseller. Once you enter into the Agreement with Carbon Black you will provide an order (usually via a purchase order) to the authorized Carbon Black reseller. The reseller will then place your order directly with Carbon Black.

Do you have a GDPR-compliant data processing agreement (DPA)?

Yes. Our Agreement automatically incorporates a GDPR Policy. The GDPR Policy includes all GDPR Article 28 requirements. The Agreement also has provisions designed to address the security and confidentiality of Customer Data that are specifically tailored to the kinds of data collection and processing performed by Carbon Black and the Carbon Black Products. When required, we also have a stand-alone DPA that can be executed between the customer and Carbon Black.

Does Carbon Black offer a service level agreement?

Yes. Carbon Black provides what we believe to be a best-in-class service level agreement for our cloud services, with specified service availability levels and credits. This Cloud Services SLA applies for all cloud services customers. Since Carbon Black has the same operational business model for our entire customer base, the SLA cannot be modified on an individual customer by customer basis.

Does Carbon Black offer a termination for convenience?

Carbon Black does not agree to "termination for convenience." Since Carbon Black incurs significant expenses in advance relating to the provision of Carbon Black Products, Carbon Black cannot allow early termination for convenience of customer subscriptions. As a public company, termination for convenience could also adversely impact our ability to recognize revenue and report financial results.

Does Carbon Black offer an acceptance test period?

Carbon Black's Products are COTS (Commercial-Off-The-Shelf) products, not created for or customized for individual customers. As such, the functionality of our products and services has already been demonstrated by the thousands of existing customers who run their businesses on the same products and services. Thus, acceptance testing does not comport with Carbon Black's business model, especially since many of our customers undertake proof-of-concept evaluations in advance of purchase.

Will Carbon Black permit customers to audit Carbon Black?

In order to maintain the security of Carbon Black's services and facilities, except as required by law Carbon Black cannot allow facility audits. In order to provide Customers with objective evidence that Carbon Black is adequately maintaining its security controls, Carbon Black engages qualified third parties to produce an annual SOC-2 audit report and to perform vulnerability scanning and penetration testing, as applicable. (Please note that Carbon Black's GDPR Policy allows for customer audits in limited circumstances).

Does Carbon Black offer unlimited liability for security breaches?

Carbon Black takes its security obligations very seriously, and continues to evaluate and improve its privacy and security measures and controls as new technologies and methodologies are created. However, despite Carbon Black's efforts, Carbon Black does not control our customers' internal environment or user activities, or elements of the end-to-end internet infrastructure, all of which may be subject to or the cause of unauthorized intrusion. In addition, as Carbon Black does not limit the types of data our customers may possess, or the value of such data, it is impossible for us to evaluate the risks associated with data held by our customers. As such, Carbon Black cannot become an "insurance provider" for our customers' data, and must include a liability limitation relating to security obligations.

Are other types of damages subject to a limitation of liability?

A fundamental principle of Carbon Black's cloud business model is that any damages and any other breaches of the Agreement are subject to a limitation of liability. This limitation of liability also serves to protect our customers by limiting their liability to Carbon Black.

Can we negotiate the Agreement and/or attach our own security/privacy exhibits?

Carbon Black's ability to provide a consistently high level of service at a reasonable price relies on being able to standardize the delivery model for Carbon Black Products and associated security and data privacy methodologies. As a result, Carbon Black cannot agree to contract documents that do not accurately reflect those elements.

Will Carbon Black ever make changes to the Carbon Black cloud services?

Carbon Black is constantly working to improve our cloud services, whether by adding new or improved functionality or addressing suggestions from our customers. As such Carbon Black regularly makes updates to the cloud services. Such updates are applied by Carbon Black across the entire cloud services platform at the same time, with no effort or assistance required from our customers. This is one major advantage of purchasing Carbon Black cloud services, as our customers are always on the most current version of the cloud services without having to perform time-consuming and costly upgrades on their own infrastructure. Carbon Black commits that any such updates are not designed to degrade the cloud services or create additional obligations for our customers. Please see the specific language in the Agreement for details.

Will Carbon Black ever make changes to its policies?

As detailed in the Agreement, all applicable Carbon Black policies are available on the Policies Page of our website. From time to time, Carbon Black updates its policies or introduces new policies to comply with new legal requirements and regulations, or in response to market demands. The efficiency and manageability of Carbon Black's operational model requires that the same policies apply to all Carbon Black customers. As a result, we are not able to exempt individual customers from modifications that we make to our policies. As with updates to the cloud services, however, we do commit that any changes are not designed to degrade the policies or create additional obligations for our customers. Please see the specific language in the Agreement for details.

THIS COVER SHEET IS TO BE DELETED PRIOR TO CONTRACT SIGNATURE AND DOES NOT FORM PART OF THE AGREEMENT, WHETHER OR NOT ATTACHED TO THE AGREEMENT AT THE TIME OF SIGNATURE.

Carbon Black.

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“Agreement”) are entered into as of _____ (the “Effective Date”) by and between Carbon Black, Inc. (“Carbon Black”), a Delaware corporation having a principal place of business at 1100 Winter Street, Waltham MA 02451, and _____ (“Customer”), having a place of business at _____. This Agreement consists of, collectively, this base agreement, the terms and conditions detailed in the Product Addendum attached hereto, and the applicable Policies. In the event of any conflict between the terms and conditions set forth in the base Agreement and those set forth in the Product Addendum, the terms and conditions of such Product Addendum shall control.

1. DEFINITIONS. Unless otherwise indicated in this Agreement, the following terms, when capitalized, shall have the following meaning: “**Cb Services**” means, as applicable, Professional Services and Maintenance and Support Services. “**Channel Partner**” means, as applicable, the authorized reseller, distributor, or other authorized third party that markets and sells the Products. “**Cloud Services**” means the Web-based application services made generally available by Carbon Black on a subscription basis and identified on the applicable Order. “**Customer**” means the authorized party executing this Agreement and to the extent specified on any Order hereunder its affiliates (including parents, subsidiaries and other entities controlling or under common control with any of such entities) or its authorized third party service providers; provided however, that, in each case, Customer shall be solely responsible for ensuring compliance with the applicable terms and conditions of the Agreement and Customer shall remain liable for any breach of such terms and conditions by its affiliates and third party service providers. “**Customer Data**” means all Customer-specific and Customer-identifiable data submitted to or collected by the Products by or on behalf of Customer. “**Delivery**” means the date Carbon Black provides access to the keys to Customer for On-Premise Software, or the date Carbon Black provides Customer with log-in access to the Cloud Services. “**Documentation**” means, as applicable, the functional specifications, user guides, “help” pages, installation instructions, descriptions or technical requirements created and provided by Carbon Black generally to its customers, either in documentary form or via Product information websites. “**Endpoint**” means the computer device(s) on which the Sensor Software (defined below) is installed in accordance with the Documentation, including, but not limited to, laptops, desktops, tablets, point of sale devices and servers. “**Feedback**” means suggestions, enhancement requests, recommendations or other input provided to Carbon Black regarding the Products. “**Fees**” means amounts payable for the Products to which the Customer subscribes under this Agreement. “**Maintenance and Support**” means the maintenance and support services detailed in the Carbon Black Maintenance and Support Policy located on the Policies Page (defined below). “**On-Premise Software**” means: (i) Carbon Black’s proprietary software products as specified on Order(s); and/or (ii) Carbon Black’s proprietary sensor software required for use with certain Products, and which is installed on Customer Endpoints (“Sensor Software”). “**Order**” means an order form issued by Customer for the purchase of the applicable Products, or a Customer or Channel Partner purchase order, as applicable. “**Policies**” means the policies and documents applicable to Carbon Black and the Products, that are located at the following URL: <https://www.carbonblack.com/policies> (“Policies Page”). “**Product Addendum**” means the product addendum attached hereto as Exhibit 1 and incorporated herein by reference, which contains product-specific terms and conditions. “**Product(s)**” means, as applicable, the Cloud Services, On-Premise Software, and Cb Services, as applicable, to which Customer subscribes under this Agreement. “**Professional Services**” means, if applicable, training, implementation or Product-related services specified on the Order(s) or detailed in a Statement of Work. “**Subscription Term**” means the period of time Customer is authorized to use Products, as identified on an Order. “**Statement of Work**” means,

if applicable, any written, mutually signed work statement that references this Agreement or an Order and which details activities and terms relating to Professional Services.

2. ORDERS; FEES; TAXES; PAYMENT TERMS.

2.1 Orders. Customer shall place Orders directly with Carbon Black or with a Channel Partner. The terms relating to Fees, taxes and payment terms detailed in this Section 2 apply solely to Orders placed directly with Carbon Black. Corresponding terms for Orders placed with a Channel Partner shall be agreed to by and between Customer and such Channel Partner.

2.2 Fees. The Fees for Products shall be set forth in the Order. All Fees payable hereunder are non-refundable, except as may be otherwise expressly provided in this Agreement.

2.3 Taxes. The Fees do not include applicable taxes. Customer will reimburse Carbon Black for all sales, use, excise, and property taxes, value-added tax (VAT), goods and services tax (GST), or other taxes, levies, duties or withholdings Carbon Black is required to collect or remit to applicable tax authorities (except for any taxes based on Carbon Black’s net income). In the event that Customer has to withhold any taxes on payments to Carbon Black, Customer shall gross up the amounts payable to Carbon Black so that following such payment and tax withholding, Carbon Black receives the Fees in full.

2.4 Payment Terms. The Fees for each Order are payable net thirty (30) calendar days from the date of invoice unless otherwise specified in the applicable Order. Unless otherwise agreed to in writing by Carbon Black or the Channel Partner, all payments hereunder shall be made in U.S. dollars and are free from all setoffs.

3. PRIVACY AND SECURITY.

3.1 Privacy and Security. As further described in Carbon Black’s Privacy Policy which is located on the Policies Page, Carbon Black will take reasonable and appropriate technical and organizational measures designed to protect Customer Data against unauthorized access, accidental loss or damage, and unauthorized destruction. The security provided by Carbon Black shall be in accordance with Carbon Black’s information security policies included on the Policies Page and good industry practices relating to protection of the type of data typically processed by Carbon Black. Carbon Black’s European Union General Data Protection Regulation Policy is located on the Policies Page.

3.2 Data Processing. The parties acknowledge that Customer Data may contain personal data (as defined under applicable data protection laws) and Carbon Black shall process such data in accordance with the documented instructions of Customer regarding the collection, processing and protection of personal data, and in accordance with this Agreement. Customer hereby consents to Carbon Black’s processing of Customer Data, including personal data, for the purposes of carrying out its obligations under this Agreement, and for other lawful purposes in accordance with applicable laws and regulations. Customer is responsible for obtaining any required consents from individual data subjects relating to the use of the Products.

3.3 Disclosure of Personal Data. Carbon Black will not disclose personal data outside of Carbon Black or its controlled subsidiaries

except: (i) as Customer directs; (ii) as described in this Agreement; or (iii) as required by law. The Product may include optional functionality provided by third party processors. In the event Customer chooses to utilize such functionality, Customer will be provided advance notification in the Product of the processing details. Following such notification, Customer may choose to: (a) refrain from utilizing the applicable functionality, in which case such processing will not occur; or (b) proceed with the functionality, in which case Carbon Black will be authorized to process in accordance with the details provided. Carbon Black is responsible for its third party processor compliance with Carbon Black's obligations in the Agreement and shall ensure that such third parties are bound by written agreements that require them to provide at least the level of data protection required of Carbon Black by the Agreement.

3.4 Threat Intelligence Data Collection. Certain Carbon Black Products may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer Endpoints ("Threat Intelligence Data"). Threat Intelligence Data is collected by Carbon Black for analysis and possible inclusion in a threat intelligence feed utilized by certain Products. Prior to inclusion in any threat intelligence feed, Threat Intelligence Data will be: (i) reduced to a unique file hash or to queries or general behavioral descriptions that can be used to identify the same or similar malicious or potentially malicious code in Customer's systems and other Carbon Black customer systems; and/or (ii) be anonymized and made un-attributable to any particular Customer or individual. Carbon Black may distribute Threat Intelligence Data to its customers at its discretion as part of its threat intelligence data feed. Customer agrees that Threat Intelligence Data is not Customer Data, and Carbon Black may retain, use, copy, modify, distribute and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed.

4. RIGHTS; CUSTOMER RESTRICTIONS.

4.1 Rights in Carbon Black Products. Carbon Black reserves all rights to the Products and all intellectual property relating thereto not specifically granted in this Agreement. All Products under this Agreement are provided under subscription and not sold, and shall remain the sole and exclusive property of Carbon Black.

4.2 Feedback. If Customer or any users provide Carbon Black with any Feedback, Carbon Black may use and exploit such Feedback at its discretion without attribution of any kind. All Feedback is provided by Customer without warranties. Customer shall have no obligation to provide Feedback.

4.3 Rights in Customer Data. As between Customer and Carbon Black, except as otherwise set forth in this Agreement, all right, title and interest in and to the Customer Data is owned exclusively by Customer.

4.4 Customer Restrictions. Except as may otherwise be explicitly provided for in this Agreement, Customer shall not, and shall take reasonable steps to ensure its Administrative Users (defined below) do not: (i) sell, transfer, rent, copy (other than for archival or backup purposes), reverse engineer (except as allowed by and in compliance with applicable law), reverse compile, modify, tamper with, or create derivative works of the Products, (ii) use the Products to operate a service bureau, outsourcing, sublicensing, or similar business for the benefit of third parties; (iii) use the Products other than in connection with Customer's internal business; (iv) remove any copyright and trademark notices incorporated by Carbon Black in the Products; (v) cause or permit others to access or use the Products in order to build or support, and/or assist a third party in building or supporting, software or services competitive to Carbon Black; (vi) perform or disclose any of the following security testing on the Products (including any Cloud Services environment or associated infrastructure): network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing or penetration testing; or (vii) use the Products to: (a) perform any activity that is unlawful, or that interferes with any use of

the Products or the network, systems and/or facilities of Carbon Black or its service providers; (b) store, process, publish or transmit any infringing or unlawful material, or material that constitutes a violation of any party's privacy, intellectual property or other rights; or (c) perform any activity intended to circumvent the security measures of Carbon Black or its service providers. Customer is responsible for all administrative access by its personnel and, if applicable, its service providers ("Administrative Users") through its login credentials, for controlling against unauthorized access, and for maintaining the confidentiality of usernames and passwords. If Customer becomes aware of any breach of this Section 4.4, Customer will notify Carbon Black and remedy the situation immediately, including, if necessary, limiting, suspending or terminating an Administrative User's access to the Products.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Mutual Representation and Warranties. Each party represents and warrants to the other that: (i) it has the legal right and authority to enter into this Agreement and perform its obligations hereunder; and (ii) it will not introduce into the Products any virus, worm, Trojan horse, time bomb, or other malicious or harmful code (excluding, however, any legitimate mechanism to disable operation of the Products after the expiration of a Subscription Term).

5.2 Threat Intelligence Feeds. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

5.3 Sensor Software. For Products that utilize Sensor Software, Carbon Black warrants that the Sensor Software will conform in all material respects to the specifications detailed in the Documentation at the time of Delivery and, if Customer is entitled to receive Maintenance and Support Services, any Updates provided for the Sensor Software will be compatible with the then-current Cloud Services or version of On-Premise Software, as applicable.

5.4 Cb Services Limited Warranty. Carbon Black warrants that the Cb Services will be performed in a professional and workmanlike manner consistent with industry standards for similar types of services. For any breach of the foregoing limited warranty, Customer's exclusive remedy shall be to terminate the applicable Cb Services and receive and refund any prepaid but unused Fees applicable to the non-compliant Cb Services.

5.5 Carbon Black Products. The warranty for specific Carbon Black Products is detailed in the Product Addendum. THE LIMITATION ON WARRANTIES IN SECTION 5.6 BELOW, THE EXCLUSION OF CERTAIN WARRANTIES IN SECTION 5.7 BELOW, AND THE DISCLAIMER OF ACTIONS SET FORTH IN SECTION 5.8 BELOW, ALSO APPLY TO ANY WARRANTIES SET FORTH IN THE PRODUCT ADDENDUM.

5.6 LIMITATION ON WARRANTIES. CARBON BLACK WARRANTIES ARE FOR THE BENEFIT OF CUSTOMER ONLY AND ARE VOID IF: (I) THE PRODUCTS ARE INTEGRATED BY CUSTOMER WITH THIRD PARTY PRODUCTS, UNLESS INTEGRATED IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION; (II) THE PRODUCTS ARE ALTERED BY ANYONE OTHER THAN CARBON BLACK OR AN AUTHORIZED REPRESENTATIVE OF CARBON BLACK; (III) THE PRODUCTS ARE IMPROPERLY INSTALLED, MAINTAINED OR ACCESSED BY ANYONE OTHER THAN CARBON BLACK OR AN AUTHORIZED REPRESENTATIVE OF CARBON BLACK; (IV) CUSTOMER IS UTILIZING A VERSION OF THE ON-PREMISE SOFTWARE NO LONGER SUPPORTED BY CARBON BLACK; OR (V) THE PRODUCTS ARE USED IN VIOLATION OF THE APPLICABLE DOCUMENTATION OR CARBON BLACK'S INSTRUCTIONS OR THIS AGREEMENT.

5.7 EXCLUSION OF CERTAIN WARRANTIES. EXCEPT FOR WARRANTIES DETAILED IN THE PRODUCT ADDENDUM, THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ERROR FREE OPERATION OR NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS. NO WRITTEN OR ORAL REPRESENTATION, MADE BY CARBON BLACK PERSONNEL

OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A WARRANTY BY CARBON BLACK OR GIVE RISE TO ANY LIABILITY OF CARBON BLACK WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT IS IMPOSSIBLE UNDER ANY AVAILABLE TECHNOLOGY FOR ANY PRODUCTS TO IDENTIFY AND ELIMINATE ALL MALWARE OR POTENTIAL THREATS.

5.8 DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES. CARBON BLACK DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CARBON BLACK'S NETWORK AND OTHER PORTIONS OF THE INTERNET, AND ACCORDINGLY CARBON BLACK DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITIES RESULTING FROM OR RELATED TO A FAILURE IN THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY A THIRD PARTY OTHER THAN ANY CONTRACTOR OR AGENT OF CARBON BLACK HEREUNDER.

6. LIMITATION OF LIABILITY.

6.1 NO CONSEQUENTIAL DAMAGES. EXCEPT FOR IN RELATION TO: (I) A BREACH OF SECTION 9 (CONFIDENTIALITY); (II) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (III) A PARTY'S INDEMNIFICATION OBLIGATION IN THIS AGREEMENT; NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, OR CONTRACTORS ("RELATED PARTIES") BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS OR DATA, OR COSTS OF BUSINESS INTERRUPTIONS OTHER ECONOMIC LOSS) ARISING FROM OR IN CONNECTION WITH ANY CAUSE INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER ECONOMIC LOSSES, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMIT ON LIABILITY. EXCEPT FOR LIABILITY ARISING FROM: (I) A BREACH OF SECTION 9 (CONFIDENTIALITY) BELOW; (II) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) A PARTY'S INDEMNIFICATION OBLIGATION IN THIS AGREEMENT; OR (IV) A PARTY'S FRAUD, WILLFUL MISCONDUCT OR VIOLATION OF SECTION 10.9; THE MAXIMUM CUMULATIVE LIABILITY OF A PARTY AND ITS RELATED PARTIES FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, SHALL IN NO CIRCUMSTANCE EXCEED THE FEES PAID TO CARBON BLACK FOR THE APPLICABLE PRODUCT(S) GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

7. INTELLECTUAL PROPERTY INFRINGEMENT

INDEMNITY. Carbon Black shall: (i) defend and indemnify Customer and its officers, directors, employees and agents from and against all claims and causes of action arising out of an allegation that the Products (hereinafter the "Indemnified Product[s]") infringe a third party copyright, trademark, patent, or other intellectual property right; and (ii) pay the resulting cost and damages finally awarded against Customer by a court of competent jurisdiction or the amount stated in a written settlement signed by Carbon Black, as long as Customer gives Carbon Black: (a) prompt written notice of such claim or action; (b) the right to control and direct the investigation, preparation, defense, and settlement of the action; and (c) reasonable assistance and information with respect to the claim or action. If a final injunction is obtained against Customer's right to continue using the Indemnified Product or, if in Carbon Black's opinion an Indemnified Product is likely to become the subject of a claim, then Carbon Black may, at its election, either: (1) obtain the right for Customer to continue to use the Indemnified Product; or (2) replace or modify the Indemnified Product so that it no longer infringes but functions in a materially equivalent manner. If Carbon Black determines that neither of these alternatives is reasonably available, then Carbon

Black may terminate this Agreement and refund any prepaid unused Fees applicable to the infringing Indemnified Product. This section shall not apply to infringement or misappropriation claims arising in whole or in part from: (A) designs, specifications or modifications originated or requested by Customer; (B) the combination of the Indemnified Products or any part thereof with other equipment, software or products not supplied by Carbon Black if such infringement or misappropriation would not have occurred but for such combination; or (C) Customer's failure to install an update or upgrade, where same would have avoided such claim. THE FOREGOING STATES CARBON BLACK'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ACTUAL OR POTENTIAL THIRD PARTY INFRINGEMENT CLAIMS OR CAUSES OF ACTION.

8. TERMINATION.

8.1 Termination for Cause. Either party may terminate this Agreement or an individual Order if the other party: (i) fails to cure a material breach of this Agreement or the applicable Order within thirty (30) calendar days after its receipt of written notice regarding such breach; or (ii) files or acquiesces to a bankruptcy or similar petition. Termination of the entire Agreement shall be deemed to include termination of any and all active Orders.

8.2 Effect of Termination. Upon the effective date of termination of the Agreement or an Order: (i) Carbon Black will immediately cease providing the applicable Cloud Services and/or Cb Services; (ii) Customer will immediately cease use of any On-Premise Software and remove such On-Premise Software from its systems; and (iii) any and all of Customer's current and, in the case of termination for cause by Carbon Black, future payment obligations under this Agreement immediately become due. In the event of termination for cause by Customer, Carbon Black will refund any prepaid, unused Fees pro rata from the date of termination.

9. CONFIDENTIALITY.

9.1 Confidential Information. As used in this Agreement, "Confidential Information" means all information of either party that is not generally known to the public, whether of a technical, business or other nature, that is disclosed by one party to the other party or that is otherwise learned by the recipient in the course of its activities with the disclosing party, and that has been identified as being proprietary and/or confidential or that the recipient reasonably ought to know should be treated as proprietary and/or confidential under the circumstances of disclosure. Confidential Information of Carbon Black also includes the terms, conditions, and pricing of this Agreement, and the results of any benchmarking, testing, or competitive evaluations Customer performs on the Products. Each party shall use reasonable care to hold the other party's Confidential Information in confidence and not disclose such Confidential Information to anyone other than to its personnel, contractors, attorneys, and accountants with a need to know. A recipient shall not reproduce or use such information for any purpose other than as reasonably required to perform pursuant to this Agreement or as reasonably necessary for use of the Products as contemplated by this Agreement. Either party may disclose the existence and nature of the relationship between the parties established hereby, provided it does not disclose any of the specific terms of such relationship.

9.2 Exceptions. The obligations of either party pursuant to this Section 9 shall not extend to any information that: (i) recipient can demonstrate through written documentation was already known to the recipient prior to its disclosure to the recipient; (ii) was or becomes known or generally available to the public (other than by act of the recipient); (iii) is disclosed or made available in writing to the recipient by a third party having a bona fide right to do so; (iv) is independently developed by recipient without the use of any Confidential Information; or (v) is required to be disclosed by process of law, provided that the recipient shall notify the disclosing party promptly upon any request or demand for such disclosure.

9.3 Injunctive Relief. The parties acknowledge that any breach of this Section 9 may cause immediate and irreparable injury to the non-breaching party for which monetary damages may be inadequate, and in the event of such breach, the non-breaching party shall be entitled to seek injunctive relief, in addition to all other remedies available to it at law or in equity.

10. MISCELLANEOUS.

10.1 Notices. Any notice under this Agreement must be in writing and sent by certified letter, receipted commercial courier or e-mail transmission (acknowledged in like manner by the intended recipient) to the respective addresses shown on the Order(s), and shall be deemed given on the date received by the recipient, except that Carbon Black may provide notice of changes to Policies, if required, via written announcement on its customer portal, which shall be deemed given on the date of such announcement. Any party may from time to time change such address or individual by giving the other party notice of such change in accordance with this Section.

10.2 Export Control. Customer acknowledges that any Products and Confidential Information provided under this Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the Products or Confidential Information in violation of U.S. export regulations. Without limiting the foregoing: (i) each party warrants and represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (ii) Customer shall not permit individuals to access or use the Products in violation of any U.S. or United Nations export embargo, prohibition or restriction.

10.3 Usage. Upon request, Customer agrees to certify to its compliance with the quantity and usage restrictions set forth in this Agreement and any Order for On-Premise Software, or to allow Carbon Black or its approved designee to inspect Customer's data processing systems and records to verify such compliance. Carbon Black may review Customer's usage of the Cloud Services to determine Customer's compliance with the quantity and usage restrictions of this Agreement and any Order. Carbon Black will promptly notify Customer if Carbon Black (or a Customer certification) determines that Customer's usage of the Products exceeds purchased quantities, and if so, Customer shall promptly pay to Carbon Black additional Fees applicable to such prior over-usage, and either: (i) immediately discontinue any such overuse; or (ii) purchase such additional quantities to cover Customer's actual usage going forward, at Carbon Black's then current charges.

10.4 Applicable Law. This Agreement shall be governed by the law of the State of New York, U.S.A., excluding: (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; and (iii) the Uniform Computer Information Transactions Act (UCITA) as adopted by any state.

10.5 Assignment. Except in the event of a merger, acquisition or sale of all or substantially all of a party's assets, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party (not to be unreasonably withheld). Any assignment in contravention of this provision shall be null and void. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10.6 Non-Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

10.7 Relationship of the Parties. Carbon Black is an independent contractor. The provisions of this Agreement shall not be construed to establish any form of partnership, agency or other joint venture of any kind between Customer and Carbon Black, nor to constitute either party as the agent, employee or legal representative of the other.

10.8 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from

performing any obligation or service as a result of causes beyond its reasonable control.

10.9 Compliance with Laws. Carbon Black will comply with all laws and regulations applicable to it and its provision of the Products. Carbon Black is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Carbon Black does not determine whether Customer Data includes information subject to any specific law or regulation. Customer must comply with all laws and regulations applicable to it and its use and possession of the Products.

10.10 Severability. Any provision of this Agreement that is unenforceable shall not cause any other remaining provision to be ineffective or invalid.

10.11 Modification of Agreement. Except as set forth herein, no addition to or modification of this Agreement shall be binding on either of the parties hereto unless reduced to writing and executed by an authorized representatives of each of the parties.

10.12 Modification of Cloud Services and Policies. Notwithstanding anything to the contrary in this Agreement, from time to time at its sole reasonable discretion Carbon Black may make upgrades, changes and/or improvements to: (i) the Cloud Services, in order to enhance the Cloud Services generally and/or remedy any issues with the Cloud Services; or (ii) the Policies, in order to address changes to Products or applicable laws or regulations. Notwithstanding the foregoing, except as is required as a result of changes to applicable laws or regulations, Carbon Black will not modify any Cloud Services or Policies in any way designed to: (a) materially degrade the Cloud Services or Policies; or (b) add additional material obligations for Customer.

10.13 Survival. All provisions of this Agreement that reasonably may be interpreted or construed as surviving termination of this Agreement shall survive the termination of this Agreement.

10.14 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties hereby consent to electronic signature as a binding form of execution of this Agreement and related documents.

10.15 Evaluation and Beta Use Terms and Conditions. Carbon Black may, at its sole discretion and upon mutual written agreement of the parties, grant Customer the right to use the Products for evaluation or beta testing purposes in accordance with the terms of this Agreement. Notwithstanding anything to the contrary anywhere in this Agreement, the following terms and conditions shall also apply to (and supersede any conflicting terms in the event of a conflict) Customer's evaluation or beta use of the Products: (i) the Products may be used solely for Customer's internal assessment of the capabilities, performance, and suitability of the Products and in no event for production use; (ii) the Products ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, and Carbon Black disclaims all warranties, support obligations, and other liabilities and obligations for Customer's evaluation or beta use of the Products; and (iii) Customer agrees to defend, indemnify and hold harmless Carbon Black from all claims, damages, and losses, howsoever arising and whether direct, indirect, or consequential, including all legal fees and expenses, arising from Customer's evaluation or beta use of the Products.

10.16 Ultrahazardous Activities. The Products are not designed or intended for use in any hazardous environment requiring fail-safe performance or operation in which the failure of the Products could lead to death, personal injury, or property damage, including without limitation the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems (or the on-line control of equipment in any such environment.) Customer hereby agrees that it will not use the Products in such environments.

10.17 Entire Agreement; English Language Controls. This Agreement comprises all the terms, conditions and agreements of the parties hereto with respect to the subject matter hereof and supersedes all other

negotiations, proposals, or agreements of any nature whatsoever, unless otherwise specifically provided. Any contradictory or pre-printed terms and conditions that Customer may provide in connection with an Order shall be deemed null and void. This Agreement and all Orders, notices,

or other documents given or to be given under this Agreement will be written in the English language only.

Executed by authorized representatives of the parties as indicated by their signatures below:

CARBON BLACK, INC.

Sign: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: _____

Sign: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1: PRODUCT ADDENDUM

Part 1: Additional Terms and Conditions Specific to Cloud Services

1. Cloud Services. This Product Addendum Part 1 applies for all Carbon Black Cloud Services.

2. Grant of Rights for Cloud Services. During the applicable Subscription Term, Carbon Black will make the then-current version of the Cloud Services available to Customer, and hereby grants Customer the right to access and use the Cloud Services for the number of Endpoints identified in an Order. For clarity, the Cloud Services may include and require the use of the Sensor Software.

3. Cloud Services Warranty. Carbon Black warrants that the Cloud Services will conform in all material respects to the specifications detailed in the applicable Documentation during the Subscription Term. If the Cloud Services do not comply with this warranty, Carbon Black will (at its option), as Customer's sole and exclusive remedy: (i) within a reasonable period of time repair, replace, or modify the Cloud Services so that they comply with this warranty, or (ii) terminate this Agreement or applicable Order and refund any prepaid but unused Fees applicable to the non-compliant Cloud Services.

4. Service Level Warranty. Carbon Black warrants that the Cloud Services will be available in accordance with the Carbon Black Service

Level Agreement ("SLA"), which is available on the Policies Page and incorporated herein by reference. The SLA states Customer's sole and exclusive remedy for any breach of this Service Level Warranty.

5. Suspension. In the event of a breach or suspected breach of any of the restrictions in Section 4.4 of the body of the Agreement, Carbon Black reserves the right to suspend Customer's Cloud Services if reasonably necessary to prevent harm to Carbon Black, Customer, other customers, and/or Carbon Black's partners, vendors and suppliers, with such notice and for such period as may be reasonable in the context of the prospective harm.

6. CB Defense for VMware. In the event Customer purchases a subscription to Cb Defense for VMware, this Product Addendum Part 1 applies in its entirety, and: (i) Customer hereby consents to the transfer of Customer Data, including, if applicable, personal data, by and between Carbon Black and VMware as necessary, for the purposes of processing such data in accordance with this Agreement; and (ii) references to "Endpoints" shall be deemed references to "CPUs" as applicable.

Part 2: Additional Terms and Conditions Specific to On-Premise Software

1. On-Premise Software. This Product Addendum Part 2 applies for all Carbon Black On-Premise Software.

2. Grant of Rights for On-Premise Software. Customer is granted for the Subscription Term specified in the applicable Order(s) a worldwide, non-exclusive, non-assignable (except pursuant to a permitted assignee under the Agreement), non-transferable right to: (i) install and use (in accordance with the Documentation and for internal business purposes only) the applicable On-Premise Software (including Sensor Software) on the number of servers and/or Endpoints specified in the applicable Order(s); and (ii) copy and run the applicable On-Premise Software for testing and disaster recovery purposes.

3. On-Premise Software Warranty. Carbon Black warrants that for a period of ninety (90) days from Delivery, the On-Premise Software will conform in all material respects to the specifications detailed in

the Documentation. If the On-Premise Software does not comply with this warranty, Carbon Black will (at its option), as Customer's sole and exclusive remedy: (i) within a reasonable period of time repair, replace, or modify the applicable On-Premise Software so that it complies with this warranty, or (ii) terminate this Agreement or applicable Order and refund any prepaid but unused Fees applicable to the non-compliant On-Premise Software Product (if any).

4. Updates and Upgrades. Carbon Black may release patches, bug fixes, updates, upgrades, maintenance and/or service packs ("Updates") for the On-Premise Software from time to time, which may be necessary to ensure the proper function and security of the Products. Carbon Black is not responsible for performance, security, warranty breaches, support or issues encountered in connection with the Products that result from Customer's failure to accept and apply Updates within a reasonable timeframe.