

CHRONICLE AGREEMENT

This Chronicle Agreement (“**Agreement**”) between Chronicle LLC, a Delaware limited liability company that owns the Services (“**Chronicle**”) and the entity or professional agreeing to this Agreement (“**Customer**”), is effective as of the date this Agreement is accepted by clicking or checking a box indicating agreement to the terms of this Agreement (“**Effective Date**”).

1. Definitions.

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with, a party. “Control” shall mean, with respect to any entity, the right to exercise or cause the exercise of at least fifty percent (50%) of the voting rights in such entity.
- 1.2. “**Chronicle Reporting**” means any information gathered, compiled or observed by Chronicle’s tools or Personnel in the form of research, security findings and directional insights.
- 1.3. “**Covered Personnel**” means the employees (including temporary and part-time employees) and contractors of Customer and its Affiliates.
- 1.4. “**Credentials**” means any technological or informational means that Chronicle uses to assign unique authentication signatures to Customer to enable Customer to access the Services.
- 1.5. “**Customer Security Telemetry**” or “**CST**” means Network Telemetry filtered for use by the Services.
- 1.6. “**CST Period**” means the length of time specified in the Order establishing the period during which Chronicle will maintain and make the CST available for Customer in the Services. Chronicle will calculate the CST Period on a rolling, look-back basis using the timestamp of each security event in the CST.
- 1.7. “**Data Processing Addendum**” or “**DPA**” means the data processing addendum located [here](#).
- 1.8. “**End User**” means Customer’s Personnel and any other individual or entity that directly or indirectly accesses or uses the Services using Customer’s Credentials.
- 1.9. “**Feedback**” means any comments, suggestions for modification, improvement, change, bug reports or critical reviews pertaining to the technical functionality or capacity of the Services.
- 1.10. “**Fees**” means the amounts invoiced to Customer by Chronicle for the Services as described in an Order.
- 1.11. “**Network**” means Customer’s internal computer network (which may include Affiliates), which is owned, operated, and maintained by Customer solely for internal use, in a non-production environment, to which only authorized Personnel have access.
- 1.12. “**Network Telemetry**” means data provided by Customer or End Users to the Services.
- 1.13. “**Order**” means Chronicle’s quote or ordering document (on paper or online) accepted by Customer via Customer’s signature, Customer’s purchase order, or other ordering document submitted to Chronicle (directly or indirectly through an Authorized Partner) to order Services offered by Chronicle pursuant to, and subject to this Agreement. Each Order will be governed by this Agreement.
- 1.14. “**Personnel**” means the employees, agents and contractors of an entity.
- 1.15. “**Prohibited Uses**” means any of the activities or uses of the Services that are identified in [Appendix 1](#).
- 1.16. “**Services**” means the Chronicle cybersecurity products and services (fka Backstory) selected by Customer pursuant to an Order.
- 1.17. “**Service Level Agreement**” means the service level agreement located [here](#).
- 1.18. “**Shared Signals**” means security telemetry that Chronicle has identified in the CST as a known or suspected cyber threat, derived from CST, to the extent such telemetry cannot be attributed to Customer, Customer’s Network or any individual actor in Customer’s organization.

2. The Services.

- 2.1. Services. Chronicle grants Customer a limited, non-exclusive right to send Network Telemetry to the Services, and use the Services to access the CST solely for Customer's internal security team, and, if applicable, through a third-party providing security services to and solely for Customer's benefit.
 - 2.1.1. Customer agrees that its engagement with the Services will conform with this Agreement and authorizes Chronicle to process any Network Telemetry provided by Customer as necessary to perform the Services.
 - 2.1.2. To the extent Customer receives or accesses any Chronicle Reporting, Customer agrees that it will use the contents of any such Chronicle Reporting exclusively for internal security research and to enhance its internal security capacity and will in no way use any Chronicle Reporting in whole or in part for any public or competitive purpose.
 - 2.1.3. All other rights are expressly reserved by Chronicle.
- 2.2. Prohibited Uses. Customer shall not use, nor encourage, promote, facilitate, instruct or negligently allow any Prohibited Uses of the Services.
- 2.3. Customer Account and Credentials. All Credentials issued to Customer by Chronicle are for Customer's exclusive use. Customer will ensure that all use of the Services by its End Users complies with this Agreement and shall be exclusively responsible for all use of and access to the Services made using its Credentials.
- 2.4. Service Level Agreement. Chronicle will provide Services in accordance with the terms of the Service Level Agreement.

3. **Proof of Concept Trial**. If Customer registers and qualifies for a free proof of concept trial ("**POC Trial**"), Chronicle will make the Services available to Customer free of charge until the earlier of (a) the end of the trial period for which Customer registered, or (b) the start date of Services ordered by Customer pursuant to a paid Order, or (c) termination by Chronicle in its sole discretion. Additional trial terms and conditions may apply as presented at the time of registration. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. ANY CST IN THE SERVICES AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S POC TRIAL WILL BE DELETED UNLESS CUSTOMER ORDERS THE SAME SERVICES AS THOSE COVERED BY THE POC TRIAL BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANY OTHER TERMS OF THIS AGREEMENT, DURING THE POC TRIAL, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CHRONICLE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE POC TRIAL. CHRONICLE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES THAT COULD ARISE OUT OF COURSE OF DEALING OR USAGE OF TRADE. IF SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, CHRONICLE'S LIABILITY WITH RESPECT TO THE POC TRIAL WILL NOT EXCEED \$1,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER SHALL BE FULLY LIABLE TO CHRONICLE FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

4. Payment.

- 4.1. Fees. Customer will pay all Fees specified in an Order for the Services. All fees are non-refundable unless otherwise specified. Customer understands and agrees that Chronicle calculates the Fees charged to Customer based on the number of Covered Personnel Customer reports in an Order. Chronicle reserves the right to proportionally increase Customer's Fees during an Order term based on any ten percent (10%) or more increase in Covered Personnel from the number reported by the Customer in an Order.

- 4.2. Invoices. Payments for invoices are due thirty (30) days after the invoice date.
- 4.3. Taxes. Fees quoted are exclusive of all sales, use, value-added, goods and services, withholding and other taxes or duties, including indirect taxes such as “goods and services tax” and “value-added tax,” associated with the sale of the Services (“**Taxes**”). Customer is responsible for any Taxes assessed in connection with the Services, this Agreement and its performance, other than Chronicle’s income tax. If Chronicle is obligated to collect or remit any such Taxes imposed on Customer, the Taxes will be invoiced to Customer, unless Customer provides Chronicle with a timely and valid tax exemption certificate.

5. Confidentiality.

- 5.1. Definitions. The Services and all non-public information relating to them, including the Chronicle Reporting, are Chronicle’s confidential information, and the Network Telemetry and CST are Customer’s confidential information (together, the “**Confidential Information**”). Notwithstanding the foregoing, any information that was known to recipient without confidentiality obligations before receipt from discloser, is independently developed by the recipient, is already in recipient’s possession on a non-confidential basis before disclosure, is rightfully given to the recipient by a third party without confidentiality obligations or that is or becomes public through no fault of the recipient, is not Confidential Information. For the avoidance of doubt, Shared Signals are not Confidential Information.
- 5.2. Confidentiality Obligations. The recipient will apply a level of security to the discloser’s Confidential Information at least as stringent as it applies to its own Confidential Information, but no less than reasonable care. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement but shall be permitted to disclose the discloser’s Confidential Information: (i) to its Personnel, Affiliates, or professional advisors who have a need to know and a legal obligation to keep it confidential; (ii) as expressly authorized under this Agreement, or (iii) to law enforcement or regulatory agencies as may be required to report a crime or as necessary to cooperate with the investigation and prosecution of illegal conduct, including investigations of any incidents arising from a Prohibited Use of the Services.
- 5.3. No Rights. Except for the limited rights specifically granted by this Agreement, neither party acquires any right, title or interest in or to the other party’s Confidential Information.

6. Ownership.

- 6.1. Chronicle’s Services. Customer shall not delete or alter the copyright, trademark or other proprietary rights notices that are part of the Services.
- 6.2. Customer Support. Customer acknowledges and agrees that Chronicle must collect and use information about how End Users use the Services to support Customer’s use of the Services, to enforce this Agreement, and to maintain, improve and innovate new functionality within the Services. Customer represents and warrants that it has implemented all appropriate policies, provided timely and legally valid notices and obtained any and all necessary consents from Personnel who access the Services and consents to Chronicle’s collection and use of this information as contemplated in this Agreement.
- 6.3. Feedback. If Customer, including any End User, elects to provide any Feedback to Chronicle, Chronicle will be entitled to use the Feedback without restriction including using Feedback in current or future products or subscriptions, without Customer approval or compensation.
- 6.4. CST. Except as otherwise agreed in this Agreement, Customer maintains all right and title to the CST and grants to Chronicle a perpetual, worldwide, non-exclusive, revocable license to copy, prepare derivative works of, distribute to permitted third parties and otherwise use CST to provide the Services and perform its other obligations under this Agreement, including, maintaining only the CST within the CST Period, and subject to the protections and limitations outlined in this Agreement, disseminating

cyber-intelligence derived from the CST to Customer and other customers. For the avoidance of doubt, any Chronicle Reporting that can be attributed to Customer, Customer's Network or any individual actor in Customer's organization, such Chronicle Reporting will only be shared with Customer.

- 6.5. Retained Rights. Subject to the license rights granted in this Agreement, as between the parties, Customer retains all rights in the Network Telemetry and CST and Chronicle, and/or its third-party suppliers, retains all rights in the Services and any Chronicle Reporting. Except for the express licenses granted in this Agreement, no other licenses are granted herein by implication, estoppel or otherwise.

7. Optional Supplements to the Services.

- 7.1. Third Party Components and Products. Customer may elect to use third-party products, services or components in conjunction with the Services, available to customers ("**third-party offerings**"). Any such third-party offerings will be elective and Customer must obtain access to any such third-party offerings from their respective providers pursuant to separate terms with the respective provider(s). To the extent Customer elects to integrate the Services with such a third-party offering, it explicitly consents and instructs Chronicle to allow the third-party provider of any such third-party offerings to access CST as may be required to interact with the Services.
- 7.2. Other Features or Support. Chronicle may develop optional tools or other functionality to support Customer's implementation or utilization of the Services ("**elective offerings**"). Such elective offerings are not included in or considered a part of, the Services.

8. Data Privacy and Security.

- 8.1. Selection and Control. Customer is responsible for (i) curating the Network Telemetry it sends to Chronicle, including choosing the sources and format of the Network Telemetry submitted to the Services, and (ii) procuring all necessary consents, including consent from any applicable third party, to allow Chronicle to access and use Network Telemetry to provide the Service to Customer. Customer agrees that it controls the collection of the Network Telemetry it shares with Chronicle to enable Chronicle to provide the Services requested by Customer to better enable Customer to analyze threats against, and to mitigate exploitation of, the Network and other Customer assets.
- 8.2. Authorization as Service Provider and Processor. Customer acknowledges, agrees and grants to Chronicle the right, in keeping with the terms and protections of this Agreement, to ingest Network Telemetry, process CST related to known or suspected security threats or events, and generate Chronicle Reporting and Shared Signals in the legitimate interest of operating, providing, maintaining, developing, and improving security technologies and services, including for purposes compatible with providing the Services.
- 8.3. Processing of European Personal Data. If and to the extent Customer's CST includes any personal data (as defined in Regulation (EU) 2016/679, the "**GDPR**"), the parties agree that the terms of the Data Processing Addendum shall apply with respect to data privacy, security and other protective measures and obligations pertaining to any personal data of European persons.
- 8.4. Subprocessor. Chronicle will take appropriate measures to safeguard the confidentiality of all CST. Except where required by law or authorized by Customer, Chronicle will not share CST with third parties other than its subprocessors which are identified pursuant to Appendix 2, and which Customer generally authorizes Chronicle to appoint. Chronicle will impose appropriate contractual obligations upon such subprocessors that are no less protective than those set forth in this Agreement, and Chronicle will remain responsible for the subprocessors' compliance with this Agreement and for any acts or omissions of the subprocessor that cause Chronicle to breach any of its obligations under this Agreement. Notwithstanding the above, in the event the operation of any third-party offering requires the processing

of personal data to which the GDPR applies in a country that does not provide adequate data protection safeguards, then Customer and the third-party provider of the offering will put in place an adequate data transfer mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. No provider of any such third-party offering will operate as a subprocessor to Chronicle under this Agreement, as that term is defined in the GDPR.

- 8.5. Security. Chronicle will maintain an information security program designed to provide the level of protection described in the Security Documentation available in Appendix 2 (“**Security Details**”).
- 8.6. Reports and Certifications. Upon Customer’s request, Chronicle will provide to Customer a copy of its Service Organization Controls 2, Type 2 report or such alternative industry standard reports or certifications that are substantially equivalent or similar as reasonably determined by Chronicle. Chronicle will provide this documentation no more than once annually, and this documentation will be treated as Chronicle Confidential Information.

9. Representations and Warranties.

- 9.1. Chronicle. Chronicle represents and warrants to Customer that the Services will perform substantially in accordance with the Service Level Agreement.
- 9.2. Customer. Customer represents and warrants that the number of Covered Personnel Customer declares in an Order Form is accurate.
- 9.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) CHRONICLE DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES THAT COULD ARISE OUT OF COURSE OF DEALING OR USAGE OF TRADE; (ii) CHRONICLE IS NOT RESPONSIBLE FOR CUSTOMER’S LACK OF COMPLIANCE WITH ANY PARTICULAR SECURITY STANDARDS AND SPECIFICATIONS APPLICABLE TO ANY NETWORK TELEMETRY THAT CUSTOMER MAY ELECT TO PROCESS THROUGH THE SERVICES; (iii) CHRONICLE SHALL NOT BE RESPONSIBLE, IN ANY MANNER WHATSOEVER, FOR ANY THIRD-PARTY HARDWARE, THIRD-PARTY OFFERINGS, ELECTIVE OFFERINGS OR OTHER TOOLS PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH THE SERVICES, NOR FOR THE ACCURACY, RELIABILITY, CONSISTENCY OR AVAILABILITY OF THE ANALYTICS, INFORMATION OR DATA PROVIDED IN CONJUNCTION WITH, OR TO SUPPLEMENT, CUSTOMER’S REVIEW OF THE CST THROUGH THE SERVICES, REGARDLESS OF THE SOURCE; AND (iv) CHRONICLE DOES NOT WARRANT THAT ACCESS TO THE SERVICES OR ACCESS TO CST BEING ANALYZED THROUGH THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Limitations of Liability.

- 10.1. Exclusions. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (i) THE OTHER PARTY’S LOST PROFITS OR REVENUES; (ii) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR (iii) EXEMPLARY OR PUNITIVE DAMAGES, IN EACH CASE WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE.
- 10.2. Damages Cap. EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT EQUIVALENT TO THE ANNUAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. “**LIABILITY**” MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, INCLUDING FOR NEGLIGENCE.
- 10.3. Unlimited Liabilities. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY’S LIABILITY FOR: (i) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS PERSONNEL; (ii) FRAUD OR FRAUDULENT

MISREPRESENTATION; (iii) AN INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS OUTLINED BY THIS AGREEMENT; (iv) PAYMENT OBLIGATIONS ARISING UNDER AN ORDER OR (v) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Indemnification.

- 11.1. Definitions. For purposes of this section: “**Indemnified Liabilities**” means any: (i) settlement amounts approved by the indemnifier and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction; and “**Third-Party Legal Proceeding**” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal.
- 11.2. Chronicle Indemnity. Chronicle will defend and indemnify Customer against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Customer’s use of the Services infringes a third party patent, copyright, trademark rights or trade secrets, in each case as defined under U.S. law.
- 11.3. Customer Indemnity. Customer will defend and indemnify Chronicle against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent based on, or otherwise attributable to, any allegation that Chronicle’s processing of the Network Telemetry or its delivery of Services to Customer according to Customer’s instructions (i) violates, or infringes an individual right under, applicable law, or (ii) infringes any third party patent, copyright, trademark rights or trade secrets.
- 11.4. Exclusions. Neither party’s obligation to indemnify the other party under this Agreement will apply to the extent the Third-Party Legal Proceeding arises from or is related to the other party’s breach of this Agreement. Chronicle’s obligation to indemnify Customer under this Agreement will not apply to the extent the Third-Party Legal Proceeding arises from or is related to: (i) modification of Chronicle’s Services by anyone other than Chronicle; (ii) combining Chronicle’s technology with materials not provided by Chronicle, including third-party offerings; (iii) Chronicle’s compliance with Customer’s request for customized design or features; or (iv) a counterclaim or other Third-Party Legal Proceeding filed in response to a legal proceeding first brought by Customer.
- 11.5. Conditions. The parties’ obligations to indemnify under this section are conditioned on the following: (i) the indemnified party must promptly notify the indemnifier in writing of the Third-Party Legal Proceeding, and any allegation(s) that preceded the Third-Party Legal Proceeding; (ii) the indemnified party must reasonably cooperate in the defense at the indemnifier’s request and cost and (iii) the indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifier, subject to the following: (a) the indemnified party may appoint its own counsel at its own expense; and (b) any settlement requiring Customer to admit liability, pay money or take (or refrain from taking) any action, will require the indemnified party’s prior written consent, not to be unreasonably withheld.

12. Termination of an Order.

12.1. Termination of an Order.

- 12.1.1. Either party may terminate an Order immediately upon written notice to the other party if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receipt of written notice. If an Order is terminated by Customer for cause, Chronicle will refund Customer any prepaid fees covering the remainder of the term of the applicable Order after the effective date of termination. If an Order is terminated by Chronicle for cause, Customer will forfeit any prepaid, or pay any unpaid fees covering the remainder of the term of the applicable Order to the extent permitted by applicable law and Chronicle will have no obligation to maintain the CST following the effective date of termination.

12.1.2. Customer may terminate an Order without cause by giving Chronicle written notice of termination, provided that such termination will obligate Customer to pay all outstanding and any remaining fees due, for the remainder of such Order's terms.

12.2. Effect of Termination. Upon the effective date of termination of an Order, Customer will stop using the Services ordered and delete any Chronicle Confidential Information, including any Chronicle-provided software. Chronicle will delete or destroy any copies of Customer's CST in Chronicle's possession or control within ninety (90) days following the effective date of termination, unless prohibited by applicable law.

13. AUTHORIZED PARTNERS. If Customer acquired the Services through an authorized reseller, partner or OEM of Chronicle ("Authorized Partner") then, notwithstanding anything to the contrary in this Agreement: (a) Customer's use of the Services is subject to any additional terms in the agreement provided by the Authorized Partner; (b) Customer agrees to pay the Authorized Partner the Fees and other applicable fees, and Customer will have no direct Fee payment obligations to Chronicle for such Services; (c) Customer's agreement with the Authorized Partner is between Customer and the Authorized Partner and is not binding on Chronicle; and (d) Chronicle may terminate this Agreement (including Customer's right to use the Services) if Chronicle does not receive payment for Customer's use of the Services from the Authorized Partner or if Customer breaches this Agreement. If Customer's warranty and service terms stated in its agreement with the Authorized Partner are different from those set forth in this Agreement, then such different terms are solely between Customer and the Authorized Partner and Chronicle will have no obligations to Customer under this Agreement with respect to such different terms. Except as set forth in the preceding sentence, if there is any conflict or inconsistency between this Agreement and Customer's agreement with Authorized Partner, then this Agreement will control (and will resolve such inconsistency) as between Chronicle and Customer.

14. General.

- 14.1. Export. Both parties will comply with all applicable export and re-export control laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.
- 14.2. Notice. All notices of termination or breach must be in English and be in writing. Notice can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). Any notices sent to Chronicle must be sent to legal@chronicle.security.
- 14.3. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement; provided that either party may assign or transfer any of its rights or obligations under this Agreement to an Affiliate or successor to its business.
- 14.4. Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 14.5. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 14.6. No Agency. This Agreement does not create any agency, partnership or joint venture between the parties.
- 14.7. No Third-Party Beneficiaries. This Agreement does not confer any benefit on any third party except where, and unless it expressly states that it does.
- 14.8. Entire Agreement; Order of Precedence. This Agreement, including the Appendices, the Service Level Agreement, the DPA, and any Orders made pursuant to this Agreement, together constitute the parties'

entire understanding and agreement relating to its subject, and supersedes any prior or contemporaneous agreements on the same subject. In the event of a conflict between this Agreement and an Order, the Order will prevail, except that, as between Chronicle and Customer, this Agreement will prevail over an Order placed by Customer through an Authorized Partner.

14.9. Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

14.10. Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

14.11. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

SIGNED BY THE PARTIES' AUTHORIZED REPRESENTATIVES ON THE DATES BELOW.

Chronicle LLC

Customer: [FULL ORGANIZATION NAME]

[STREET/POSTAL ADDRESS]

[ADDRESS CONTINUED]

[COUNTRY]

Authorized Signature

Name: _____

Title: _____

Date: _____

Email for legal notices: legal@chronicle.security

Agreed to via click-through acceptance of terms

Name: _____

Title: _____

Date: _____

Email for legal notices: _____

APPENDIX 1
PROHIBITED USES OF CHRONICLE'S SERVICES

Any of the following by Customer or any of its End Users constitutes a material violation of the Agreement:

- using the Services in any way that breaches any applicable local, national or international law or regulation;
- using the Services in any way that could harm the reputation of Chronicle or its partners, including for example, publishing or disclosing to third parties any benchmark tests or analyses relating to the Services, without Chronicle's prior written permission;
- copying, reproducing, altering, modifying, creating derivative works, publicly displaying, republishing, uploading, posting, transmitting, reselling or distributing in any way material, information or functionalities from the Services – including, without limitation, using the Services in any way to avoid paying license fees or complying with the terms of use applicable to third-party content or tools incorporated in the Services, or to directly or indirectly compete with Chronicle or its partners;
- attempting to misappropriate content available through the Services;
- using the Services for any purpose other than to detect and prevent cyber threats in support of Customer's internal security;
- publicly attributing the intelligence received or compiled through the Services to Chronicle or any aspect of the Services without Chronicle's prior written permission;
- attempting to gain unauthorized access to the Services or the infrastructure that supports the Services;
- attacking, or attempting to attack the Services via a denial-of-service attack or a distributed denial-of service attack;
- using the Services to make, or attempt to make, network connections to any users, hosts, or networks without permission to communicate with such systems, including unauthorized monitoring or crawling, interference, or evasion of use limitations placed on a system or network, or to damage, disable, overburden, or impair the Services or attempting in any way to disable, interfere with, abuse, disrupt, intercept, circumvent, or otherwise violate the security of the Services, or to avoid any use limitations placed on the Services or any content available through it;
- intentionally taking any action that could damage, harm, impede the normal functioning of, or impose an unreasonable or disproportionately large load on Chronicle's Services or infrastructure;
- attempting to decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code (including the methods, processes, and infrastructure) underlying the Services or any other software in connection with the Services;
- using or allowing any End User to submit telemetry that is subject to the ITAR maintained by the U.S. Department of State, or doing any other thing to cause Chronicle to provide a defense service as defined by the ITAR, or
- taking any other action that could be reasonably interpreted as interference with the Services.

APPENDIX 2
SECURITY AND PRIVACY DETAILS AND DOCUMENTATION

Chronicle Infrastructure

Chronicle is a subsidiary of Alphabet, Inc. and is built on its Affiliate, Google LLC's, core infrastructure.

Google's security controls and policies are followed by Chronicle for the majority of its foundational operations. Google's controls and security measures are described in the documentation available at <https://cloud.google.com/security/infrastructure/design/> ("Google Security Documentation").

The unique components of Chronicle's operations have received ISO 27001 certification and are undergoing SOC 2 Type 2 accreditation which is anticipated on or before Q3 2019.

Specific Categories of Network Telemetry

Chronicle defers to Customer's systems administrators to assess the qualities of any Network Telemetry before submitting it to the Services including ensuring that the Network Telemetry it submits to the Services conforms to the categories listed in the DPA.

List of Subprocessors

The following list identifies the subprocessors that are currently relied upon by Chronicle in connection with its provision of the Services and Chronicle's processing of CST provided by Customer. This list may be updated from time to time as subprocessors are added or removed. Chronicle will notify Customer in the event that new sub-processors are engaged, to the extent such sub-processors are involved in providing those Services received by Customer under a particular Order or Orders.

Subprocessor Name	Services Provided	Country
Google, LLC	IT infrastructure	United States