

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (“**Terms**”) together with the terms of a Quote, Statement of Work, or similar ordering document that includes a reference to these Terms (collectively, “**SOW**”) constitute a binding legal professional services agreement (collectively, “**Agreement**”) by and between ExtraHop Networks, Inc. (“**ExtraHop**”) and the entity accepting or executing a SOW or receiving the Services, as the case may be (“**Client**”). All capitalized terms used herein shall have the respective meanings ascribed to them in these Terms or the SOW, as applicable. These Terms shall be deemed incorporated by reference into the SOW, provided that if any provision of the SOW conflicts with any provision of these Terms, the provision of the SOW shall prevail to the extent of the conflict provided that the conflicting SOW provision expressly references the relevant section of the Terms. Client and ExtraHop hereby acknowledge and agree as follows:

### 1. Services

1.1. Ordering. From time to time, Client may order certain professional services from ExtraHop by accepting or executing a SOW or by submitting a written request acceptable to ExtraHop. ExtraHop agrees to undertake and complete the ExtraHop professional services as specified in the applicable SOW or as otherwise agreed to between the parties (the “**Services**”). The Services along with any deliverables specified in a SOW (“**Deliverables**”) shall be referred to collectively as the “**Project**” throughout this Agreement. Client will be solely responsible for all judgments, decisions, conclusions, analyses and actions taken or made based upon the Deliverables or Services provided by ExtraHop under this Agreement. To the extent that an applicable SOW document includes a maximum cap on hours of Services for a given Project, ExtraHop will not be obligated to provide Services beyond such a cap unless and until the Client Contact or another authorized representative of Client provides approval for the additional work in writing. Any such additional Services will be available on a time and materials basis at ExtraHop’s then-effective standard professional services rates unless otherwise agreed upon by the parties in writing.

1.2. Cooperation. Client and ExtraHop agree to work together in good faith to achieve completion of the Project in a timely and professional manner. Client acknowledges and agrees that a successful Project may depend on completion of certain Client tasks or adherence to schedules within Client’s control; consequently, the schedule for completion of the Project or any portion thereof may require adjustments or changes if such Client tasks are not completed as anticipated or Client’s schedules change. ExtraHop shall bear no liability or otherwise be responsible for delays in the Project occasioned by Client’s failure timely to complete a Client task or adhere to a Client schedule. Client agrees to provide ExtraHop with any technical assistance, network access, materials, and an environment suitable for ExtraHop to be able to perform the Services as reasonably required by ExtraHop. In addition, to the extent the Services require the use of Client-provided or third party-provided materials, ExtraHop will make its best estimate of the amount of effort required to utilize such assets based on its prior experience. Since ExtraHop may not have reviewed these assets at the time of SOW creation, Client acknowledges that the initial scope and/or cost of the Services included in a SOW may need to be adjusted to accommodate the actual materials made available by Client. In the event that Client reschedules a previously scheduled on-site or remote work session within fifteen (15) business days of the mutually agreed upon start date, ExtraHop reserves the right to charge the Client a late cancellation fee of five percent (5%) of the total price of

the purchased Services package.

### 2. Acceptance of Services

2.1. Unless otherwise set forth in a SOW, when the tasks listed in the “**Project Summary**” section of the relevant SOW are completed, the ExtraHop Project Manager will notify the Client Contact (“**Completion Notice**”), provided however that if Client does not schedule all Services for a given Project by the end of the applicable SOW Term, Client will forfeit the right to receive such unscheduled Services, the Project will be deemed complete upon expiration of the applicable SOW, and Client will not be entitled to any refunds. Client must provide written notice to ExtraHop of any good faith dispute of completion and/or an invoice and the basis therefor no later than 15 days from the date of the Completion Notice or the date of the relevant invoice for Services rendered, whichever is earlier, or else ExtraHop will be deemed to have satisfied all of its obligations to Client under the relevant SOW. Should Client dispute a portion of an invoice, it shall pay any undisputed amounts and the parties shall work together in good faith to resolve the dispute within 10 business days. If the parties are unable to resolve the dispute within such timeframe, each party reserves all rights and claims otherwise provided herein.

### 3. Fees and Expenses

3.1. Service Fees. Client agrees to pay all applicable fees set forth or referenced in the SOW (the “**Fees**”) in accordance with these Terms. To the extent that a SOW requires an upfront payment, commencement of Services will be conditioned upon receipt of such payment. Unless otherwise set forth in a SOW, Client shall pay undisputed amounts no later than 30 days from the date of the applicable invoice. Any past due amounts shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid, or the maximum rate permitted by law, if less. Should ExtraHop bring an action to collect unpaid amounts hereunder, it shall be entitled to an award of its reasonable costs and attorneys’ fees in addition to all other legal and equitable remedies to which it is entitled.

3.2. Taxes. All payments required hereunder are exclusive of any taxes or governmental charges (including sales, use, and value added taxes) related to the Services and Client will be responsible for payment of all such taxes or charges except for any taxes based on ExtraHop’s net income.

3.3. Travel. If travel is requested and/or is required for completion of any Services, Client agrees to pay ExtraHop a fee

covering such out-of-pocket expenses and costs, which will be invoiced separately.

#### 4. Change Orders

4.1. If either party desires to make changes to the scope, Deliverables, or other details of a Project during the SOW Term, it will notify the other party as soon as practicable. Any such change(s) will be negotiated and mutually agreed upon in writing and detailed in a Change Order that references the applicable SOW.

#### 5. Ownership Rights; Proprietary Information

5.1. Grant of Rights. Client will own any Deliverable prepared and delivered by ExtraHop specifically in connection with Services provided under a SOW, and for which Client has paid ExtraHop in full including any customization and configuration produced by ExtraHop at Client's facilities for a given Project. Notwithstanding the foregoing, Client acknowledges and agrees that (i) ExtraHop may use various pre-existing proprietary tools, computer programs, algorithms, know-how, concepts, methodologies, templates, routines, sequences, software, firmware, designs, scripts, interfaces, programming code, applets, executables, objects, files, utilities, databases, methods, techniques, processes and other materials and ideas developed by itself or others to perform the Services for Client (collectively, "**ExtraHop Tools**"); (ii) performance of Services may result in the development by ExtraHop of new proprietary tools or concepts, methods, techniques, processes, adaptations or ideas related to the ExtraHop Tools or enhancements thereto; and (iii) neither the pre-existing nor any new or enhanced ExtraHop Tools will be deemed to be Deliverables or "work made for hire" under this Agreement, and will remain the sole property of ExtraHop. To the extent Client requires the use of any ExtraHop Tools in order to use or access a Deliverable, ExtraHop hereby grants Client a license to use the applicable ExtraHop Tool(s) solely for such use or access; provided that Client shall not reverse engineer, decompile, disassemble or otherwise attempt to determine the source code for any ExtraHop Tools.

5.2. Similar Services. Client further acknowledges that ExtraHop's business is to provide similar services and work product to third parties. Therefore, notwithstanding the terms of this Section 5, in connection with ExtraHop's ongoing business operations, ExtraHop shall have the worldwide, nonexclusive, perpetual and royalty-free right to make, use and display ExtraHop work product that are similar to or the same as the Deliverables without the use of Client's confidential information.

5.3. Proprietary Information. All data and information of either party identified or marked as "proprietary" or "confidential" that is received or otherwise accessed by the other party or its personnel under this Agreement is to be treated as strictly confidential and shall not be disclosed to anyone other than the recipient's personnel to the extent required in the performance of this Agreement. Notwithstanding any failure to so identify or mark it, the following types of information of either party shall automatically be deemed to be confidential information requiring protection hereunder: unreleased product or service

information; pricing, financial or customer information; marketing plans or business strategies; software and hardware; APIs; specifications or designs, proprietary formulae and proprietary algorithms. This confidentiality obligation shall survive any termination of this Agreement for a period of five (5) years.

#### 6. Warranties

6.1. ExtraHop warrants that: (i) it and the personnel it uses to provide the Services has the requisite knowledge, skills, and qualifications to provide the Services in accordance with the applicable SOW; (ii) the Services will be performed in a professional and workmanlike manner in accordance with the applicable industry standards; and (iii) ExtraHop has the full right to allow it to provide Client with the rights provided for in Section 5.1

6.2. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY EXTRAHOP.

6.3. Any deficiencies in the Deliverables must be reported to ExtraHop in writing within the notice period set forth in Section 2 above. After such period, any corrective Services requested by Client will be billed to Client at ExtraHop's then-effective standard professional services rates, subject to availability of ExtraHop personnel. Client's sole and exclusive remedy for a breach of the warranties set forth above, shall be re-performance of the non-conforming Services or a refund of the pro rata amount of the fees relating to such non-conforming Services, as determined by ExtraHop's in its sole discretion.

#### 7. Term and Termination

7.1. Term. This Agreement will be effective on the effective date of the relevant SOW or the date that ExtraHop commences providing Services, whichever is earlier, and, unless terminated in accordance with the terms hereof, will continue for the period specified in the applicable SOW (the "SOW Term").

7.2. Termination for Cause. If either party breaches a material provision of this Agreement, the other party may terminate this Agreement upon 30 days' written notice, unless the breach is cured within the notice period. In addition, in the event that Client does not authorize ExtraHop to begin the Services within 30 days from the effective date of the relevant SOW or unreasonably delays a Client task required hereunder, ExtraHop may terminate such SOW upon written notice with no liability or further obligation.

7.3. Termination for Convenience. Either party may also terminate this Agreement or a specific SOW without cause upon 60 days' written notice, provided that if ExtraHop terminates any SOW for convenience, Client may request in writing a reasonable, for-fee wind-down period of continued Services. In the event of any termination of this Agreement, ExtraHop shall invoice Client for the Services actually performed through the effective date of termination or such later date as requested by

Client to wind down or terminate the Services and for any expenses actually and reasonably incurred through the effective date of termination and those to which it has irrevocably committed, with Client's consent, under this SOW, and Client shall pay the invoice within 30 days after receipt. Sections 3, 5, and 6 through 9 of this Agreement shall survive any termination or expiration.

## 8. Limitation of Liability

NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS SOW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

## 9. Miscellaneous

9.1. Notices. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent prepaid via reputable international courier to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other in writing.

9.2. Relationship of the Parties. ExtraHop will perform the Services as an independent contractor, and nothing herein will be construed to create an employment, partnership, joint venture or principal-agent relationship between the parties.

9.3. Assignment. Neither party shall have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the prior written consent of the other party. Any attempt to do so shall be void except that either party may transfer or assign this Agreement upon notice, but without consent, to a corporate affiliate or acquirer of all or substantially all of its business pertaining to this Agreement, whether by merger, consolidation, transfer or sale of all or substantially all of its business, assets, or equity, so long as the assignee is not a direct competitor of the non-assigning party.

9.4. Equitable Relief. Any breach or threatened breach of Sections 5.1 and 5.3 may cause ExtraHop irreparable harm for which there may not be an adequate remedy at law, and therefore, ExtraHop will be entitled to seek injunctive and/or other equitable relief with respect thereto in addition to any other remedies, without the necessity of proving damages.

9.5. Force Majeure. No party will be liable hereunder (and their performance shall be excused under this Agreement) by reason of any failure or delay in the performance of its

obligations (except for the payment of money) on account of strikes, shortages, riots, insurrection, terrorism, fires, flood, storm, explosions, earthquakes, Internet outages beyond the reasonable control of such party, acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such party.

9.6. No Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

9.7. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the Services specified in the corresponding SOW and supersedes all proposals, oral or written, and any other correspondence between the parties relating to its subject matter. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

9.8. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9.9. Governing Law; Attorneys Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of laws or provisions thereof. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Washington for any claim relating to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

9.10. Construction; Headings. The word "include" or any variants thereof used throughout the Agreement shall be construed non-exclusively to mean "including without limitation." Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.