

CARBON BLACK TERMS AND CONDITIONS END USER AGREEMENT SCHEDULE
To
MANAGED SECURITY SERVICE PROVIDER ADDENDUM

Provisions below referring to “Carbon Black” may be effected by contractual provisions making a general reference, such as “Partner’s licensor” or “Partner’s service provider,” so long as such provisions are legally sufficient to provide Carbon Black the indicated protection and rights.

LIMITED LICENSE: The end user must agree to not sell or transfer reproductions of the Product to third parties and to not use the Product for any purpose not specifically permitted under this Addendum.

EFFECT OF EXPIRATION OR TERMINATION: The end user must agree that promptly upon expiration or termination of the End User Agreement, the end user will delete all copies of the Product and all related materials. If the end user received a CD or hard drive containing the Product, the End User must agree to return the physical media to Partner. At Carbon Black’s request (via Partner), the end user must agree to certify the destruction and return of the Product and related materials. The provisions of the End User Agreement regarding Limitation of Liability and Indemnification by the End User must survive expiration or termination of the End User Agreement indefinitely.

OWNERSHIP; COPYRIGHT: The end user must acknowledge and agree that (a) title to the Product, and patents, copyrights and all other property rights applicable thereto, will at all times remain solely and exclusively with Carbon Black, and the End User will not take any action inconsistent with such title, (b) the Product is protected by United States and other applicable laws and by international treaty provisions and (c) any rights not expressly granted herein are reserved to Carbon Black.

OTHER RESTRICTIONS: Except as expressly permitted by this Addendum, the end user must acknowledge and agree that the end user may not (a) cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination or other distribution of the Product by any means or in any form, (b) use the Product to conduct a service bureau or similar business for the benefit of third parties, or (c) modify, enhance, supplement, create derivative work from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the Product to human readable form.

ULTRAHAZARDOUS ACTIVITIES: The end user must acknowledge and agree that the Product is not designed, manufactured or intended for use in any environment in which the failure of the Product could lead to death, personal injury or severe physical or environmental damage, which uses and environments may include, but are not limited to, 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 hazardous environment requiring fail-safe performance. The end user must represent and warrant that the end user will not install or use the Product for such purposes.

DISCLAIMER OF WARRANTIES: THE END USER MUST ACKNOWLEDGE AND AGREE THAT CARBON BLACK EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY: THE END USER MUST ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL CARBON BLACK BE LIABLE TO THE END USER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, EVEN IF CARBON BLACK IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT ANY LIABILITY FOR DIRECT DAMAGES WILL BE LIMITED TO FEES PAID FOR THE APPLICABLE PRODUCT.

EXPORT AND IMPORT COMPLIANCE: Partner and the end user must acknowledge and agree that (a) the end user assumes the responsibility for compliance with all applicable import, export and re-export regulations, as the case may be, including but not limited to, any regulations of the Office of Export Administration of the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union; (b) the Product will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”), which lists of Embargoed Countries and Designated Nationals are subject to change without notice; (c) the end user will comply strictly with all applicable laws and assume sole responsibility for obtaining licenses to import, export or re-export as may be required; and (d) the Product may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

GOVERNMENT RESTRICTED RIGHTS: Partner and the end user must acknowledge and agree that the Product is “commercial computer software” or “commercial computer software documentation”, and that absent a written agreement to the contrary, the U.S. Government’s rights with respect to such Product are limited by the terms of the End User Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

THIRD PARTY BENEFICIARY: Partner and the end user must acknowledge and agree that Carbon Black, and Carbon Black’s subsidiaries, are third party beneficiaries of the End User Agreement with full power and authority to enforce the terms and conditions therein, and that, upon the end user’s acceptance of the terms and conditions of the End User Agreement, Carbon Black will have the right (and will be deemed to have accepted the right) to enforce the End User Agreement against the end user as a third party beneficiary thereof.

USE OF CLOUD SERVICES: The end user must acknowledge and agree that it is responsible for identifying and authenticating all employees, contractors, and other users, as applicable (collectively, “Users”) that the end user authorizes to use the Cloud Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. Carbon Black is not responsible for any damages or harm caused by Users, including, but not limited to, any damages caused by a User’s failure to use available two-factor authentication to access the Cloud Services. The user is responsible for all activities that occur under the User’s usernames, passwords and accounts or as a result of User’s access to the Cloud Services, and agrees to notify Partner immediately of any unauthorized use. Carbon Black may make changes or updates to the Cloud Services, including but not limited to infrastructure, security, technical configurations, application features, at any time during the subscription term, to reflect changes in technology, industry practices, patterns of system use, and availability of third party content.