

# CrowdStrike Partner Program Agreement

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BY SUBMITTING THE CROWDSTRIKE PARTNER APPLICATION, PARTICIPATING IN THE CROWDSTRIKE PARTNER PROGRAM, REQUESTING A QUOTE FOR THE OFFERINGS, PLACING AN ORDER FOR THE OFFERINGS, OR CLICKING “I AGREE” OR A SIMILAR PHRASE, YOU AND ANY COMPANY OR ENTITY THAT YOU ARE ACTING FOR AGREE TO THESE CROWDSTRIKE PARTNER PROGRAM AGREEMENT TERMS (THE “TERMS”), THE PARTNER PROGRAM GUIDE(S) (THE “GUIDE”), AND THE [BUSINESS PARTNER STANDARDS](#) (THE “STANDARDS” AND TOGETHER WITH THE TERMS AND THE GUIDE, ARE COLLECTIVELY, THE “PROGRAM AGREEMENT” OR “AGREEMENT”). THE GUIDE AND THE STANDARDS ARE INCORPORATED INTO THESE TERMS BY REFERENCE AND MORE FULLY DESCRIBED IN THESE TERMS.

YOU REPRESENT THAT YOU: (1) ARE LAWFULLY ABLE TO ENTER INTO THE PROGRAM AGREEMENT, AND (2) PARTNER HAS GIVEN YOU FULL AUTHORITY TO BIND THE PARTNER TO THE PROGRAM AGREEMENT. IF YOU DO NOT HAVE THIS AUTHORITY, OR YOU OR PARTNER DO NOT AGREE TO, OR CANNOT COMPLY WITH, THE PROGRAM AGREEMENT, THEN YOU OR PARTNER MAY NOT SUBMIT AN APPLICATION, PARTICIPATE IN THE CROWDSTRIKE PARTNER PROGRAM, REQUEST A QUOTE OR PLACE AN ORDER WITH CROWDSTRIKE.

THE PROGRAM AGREEMENT IS A BINDING CONTRACT BETWEEN PARTNER AND CROWDSTRIKE, INC., A DELAWARE CORPORATION (“CROWDSTRIKE”). THE DEFINITIONS FOR CAPITALIZED WORDS USED IN THESE TERMS CAN BE FOUND [HERE](#).

## 1. Program Application and Agreement.

1.1. Program Acceptance. Applicants must complete the partner application, agree to the Program Agreement, meet the applicable partner qualifications and be accepted into the Program by CrowdStrike in order to participate in the Program. Acceptance into the Program and partner type designation is at CrowdStrike's sole discretion. Provided that CrowdStrike accepts the Partner applicant into the Program and Partner applicant complies at all times with the Program Agreement, CrowdStrike grants Partner the applicable rights and licenses specified in the Program Agreement based on Partner's designated partner type(s). The rights and licenses granted to Partner under the Program Agreement are personal to Partner and Partner may not transfer, assign or sublicense the appointment set forth in the Program Agreement except as expressly set forth in the Section entitled [Assignment](#). Applicants that have not yet been accepted, are not accepted, or do not qualify for the Program are subject to, and agree to be bound by, the Section entitled [Confidentiality](#) herein.

1.2. Program Agreement. These Terms are a master agreement that cover all CrowdStrike partner types; provisions regarding specific types of partners or rights apply only to the extent Partner has been approved by CrowdStrike in CrowdStrike's sole discretion to participate in the applicable aspect of the Program. The Program “welcome letter” and/or Partner Portal will specify Partner's designation or type. In the event of a conflict or inconsistency between the welcome letter and the Partner Portal, the

the Standards, and then the Guide.

1.3. Updating the Program Agreement. CrowdStrike may revise the Program Agreement (including partner type specific terms) from time to time in its sole discretion. CrowdStrike will post notice of the new Terms, Guide(s), and/or Standards in the Partner Portal. Partner's continued participation in the Program following the posting of revised Terms, Guide, and/or Standards shall be Partner's acceptance and agreement to the new Agreement. The revised Terms, Guide and/or Standards automatically supersede the prior version. The new Terms, Guide and/or Standards apply prospectively only from the date they are posted.

1.4. Partner Affiliates. Any Partner Affiliate using or accessing any Offering hereunder, or benefitting from the Partner's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement as if they are Partner. In such event, Partner shall be responsible for Partner's Affiliates' acts and omissions in connection with the Program, including any use of the Offerings hereunder. Alternatively, Partner Affiliates may: (i) sign a participation agreement in a form mutually acceptable to the parties, or (ii) separately apply to the Program, and in either case, agree to the Program Agreement. If accepted into the Program, each Partner Affiliate shall bear responsibility for its own acts and omissions. A Partner Affiliate may only place an order if it has been accepted into the Partner Program.

## 2. Partner Personnel.

2.1. Qualified Staff. All Partners shall maintain a staff of employees with a good working knowledge of the Offerings, including their use, applications, limitations, installation, maintenance and related subjects. Partner shall appoint employees of appropriate experience and skill to participate in training programs offered by CrowdStrike from time to time as mutually agreed by the parties, or as required by the Guide. Partner shall appoint one primary point of contact to coordinate the collaborative relationship with CrowdStrike's designated point of contact. Partner shall designate a Partner Portal administrator and an authorized signer in the Partner Portal. The authorized signer is the person authorized by the Partner to bind the Partner to the Program Agreement and other agreements. Partner Portal users may also be subject to Partner Portal terms of use, acceptable use policies or other terms related to the Program.

2.2. Training and Certification. CrowdStrike may require Partner's completion of minimum training or certification programs established by CrowdStrike, including the payment of fees related to certain testing or certifications. If Partner does not agree to participate in such programs and pay any associated fees, then, in CrowdStrike's sole discretion, Partner may not obtain certain certifications or be elevated within the Program.

## 3. CrowdStrike Offerings.

3.1. Available Offerings. CrowdStrike reserves the right at any time, in its sole discretion, to have Offerings that are not eligible for use, resale, or distribution under the Program Agreement. Future Offerings are deemed added to the Program at such time as CrowdStrike designates them for use, resale, or distribution under the Program and all such future Offerings shall be subject automatically to the Program Agreement. Partner has the option not to use, resell, or distribute any Offering. Certain Offerings may be available only for specific program types and not available for others, e.g. an Offering may be available for resale but not as part of a Packaged Product.

3.2. Discontinued Offerings. At any time CrowdStrike may discontinue Offerings. CrowdStrike will provide Partner written notice in advance of such discontinuance by posting notice on a web page accessible by Partner, by email or some other written format. CrowdStrike shall fulfill Order(s) for discontinued Offerings if such Order was accepted by CrowdStrike prior to the end of sale date of such Offering and to the extent not prohibited by law or court order or ruling. CrowdStrike and Partner shall work together to address Partner's quotations to Customers based on CrowdStrike quotations for recently announced discontinued Offerings. CrowdStrike may re-name, re-brand, bundle or unbundle Offerings at any time in its sole discretion without notice to Partner.

## 4. Resale and Distribution.

4.1. One-Time Resellers. Partners designated by CrowdStrike as "One-Time Resellers" on a CrowdStrike quotation may purchase Offerings from CrowdStrike to resell to a single Customer located in a CrowdStrike approved country on a quote by quote basis by executing the CrowdStrike quote/Order. One-Time Resellers are not permitted to sell Offerings to any third party (including a Customer or another CrowdStrike partner) for purposes of further resale by such third party. One-Time Resellers are not entitled to any Program benefits, including deal registration and NFR licenses (defined below).

### 4.2. Resellers.

4.2.1. Indirect Resellers. Partners designated by CrowdStrike as "Indirect Resellers" may purchase Offerings from a Distributor and market and sell the Offerings to Customers only in the Territory. Distributor must have a Territory that includes the location where the Indirect Reseller is headquartered.

provided, the other Partner is not reselling the Offering(s) to Customers, for example, a CrowdStrike Powered Service Provider Partner.

4.2.3. Reseller Exceptions and Limitations. At any time and in CrowdStrike's sole discretion for one or more opportunities or permanently, CrowdStrike may: (i) require a Direct Reseller to purchase from a Distributor in which case, the Partner shall be deemed an Indirect Reseller, or (ii) allow an Indirect Reseller to purchase from CrowdStrike in which case, the Partner shall be deemed a Direct Reseller. Direct Resellers and Indirect Resellers shall not sell Offerings to any third party (including a Customer or another CrowdStrike partner) for purposes of further resale by such third party.

4.3. Distributor. Partners designated by CrowdStrike as "Distributors" may purchase Offerings from CrowdStrike and market and sell the Offerings: (i) directly to Customers in the Territory, (ii) indirectly to Customers in the Territory by selling to an Indirect Reseller for sale directly to a Customer in the Territory, or (iii) to another Partner in the Territory who is not reselling the Offerings to Customers, for example, a CrowdStrike Powered Service Provider Partner.

## 5. Orders and Purchasing.

5.1. Orders with Distributors. If Partner is (i) designated as an Indirect Reseller, or (ii) instructed by CrowdStrike to, Partner must purchase the Offerings from a Distributor when Partner is placing an Order. All pricing and payment terms shall be determined between Partner and Distributor. CrowdStrike shall have no liability under Partner's purchase orders (including any obligations or terms therein) placed with Distributors. CrowdStrike's obligation to provide Offerings shall be in accordance with CrowdStrike's agreement with the Distributor and the Distributor's corresponding Order that has been accepted by CrowdStrike.

## 5.2. Orders with CrowdStrike.

5.2.1. Form of Order. If Partner purchases from CrowdStrike, it must purchase and place orders for Offerings with CrowdStrike by providing CrowdStrike with: (i) an executed CrowdStrike quote/order form, or (ii) Partner's purchase order referencing and consistent with the CrowdStrike approved quote, (either, (i) or (ii) are referred to herein as an "Order"). All Orders are subject to and governed by the Program Agreement. The terms and conditions of the Program Agreement shall apply to all Orders submitted to CrowdStrike and supersede any different or additional terms on Partner's purchase orders or other documents. Orders issued by Partner to CrowdStrike are solely for the purpose of specifying the Offerings, pricing, amounts, owed, requesting delivery dates and/or performance periods, identifying the Customer (name, address (including country), email and phone numbers) and quantities, if applicable.

5.2.2. Order Acceptance. All Orders placed with CrowdStrike are subject to CrowdStrike's review and may be rejected for any reason in CrowdStrike's sole discretion prior to fulfillment of the Order. Orders are deemed accepted upon CrowdStrike's receipt of the Order to the extent consistent with the corresponding CrowdStrike approved quotation and the Program Agreement. All Orders inconsistent with a CrowdStrike approved quotation or this Program Agreement are deemed rejected to the extent inconsistent. Once an Order has been received by CrowdStrike, (i) Order(s) are non-cancellable by Partner (including in the event of termination at will of the Program Agreement provided for in the Section entitled *Suspension and Termination*), (ii) all payments are non-refundable except as otherwise expressly provided for in this Program Agreement, and (iii) delivery/performance dates may be changed only upon CrowdStrike's written consent.

5.2.3. Price and Invoicing. Partner shall pay CrowdStrike, for all Offerings at the price set forth in the Order. As between CrowdStrike and Partner, prices are determined by the CrowdStrike list price minus the applicable discount, as specified in the Program Guide, unless otherwise provided in CrowdStrike's quote to Partner. A price quoted or offered in one quote is not guaranteed for any other quotation. At any time, CrowdStrike may change its prices on its price list and/or discounts in its Program Guide effective at least 30 days after CrowdStrike's written notice of such. CrowdStrike may invoice Partner for Products upon receipt of an Order. CrowdStrike may invoice Partner for Services either: (i) at the time the Order is placed for Services that are procured on a flat fee or retainer basis with fees payable in advance; or (ii) at the time Services are provided and/or fees and expenses are incurred. If Services are provided on a time and materials basis, Partner shall pay: (a) all fees provided for in the Statement of Work, including but not limited to hourly fees (minimums and overages), retainer fees, travel time fees, tools fees, and post-engagement data retention fees, and (b) expenses, including but not limited to travel expenses. Travel expenses, travel time fees, and post-engagement data retention fees shall be charged to the Partner at CrowdStrike's customary rates without discount.

5.2.4. Payment. Unless otherwise provided for in CrowdStrike's quote to Partner: (i) Partner shall pay CrowdStrike within 30 calendar days of CrowdStrike's invoice date, regardless of whether Partner has been paid by the Customer, and (ii) all payments shall be made in U.S. Dollars. Any amounts due and payable by Partner but unpaid shall bear interest at the maximum annual rate permitted by applicable law until paid in full, which amount, including accrued and unpaid interest, shall be payable upon demand.

however designated, which are levied or based on such payments or arise under the Program Agreement, provided, however, that Partner shall not be liable for taxes based on CrowdStrike's net income. Partner shall promptly provide CrowdStrike with a resale certificate or notice that the Partner does not have one. In the event that Partner is required by applicable law to make deductions or withholdings from payments to CrowdStrike, then Partner shall pay such additional amounts to CrowdStrike as may be necessary to assure that the actual amount received by CrowdStrike after deduction or withholding (and after payment of any additional taxes due as a consequence of such additional amount) shall equal the amount that would have been received if such deduction or withholding were not required.

5.2.6. Refunds. In the event CrowdStrike is obligated to refund fees under the terms of the [End User Agreement](#) or at its own discretion agrees to refund any fees under the [End User Agreement](#), CrowdStrike may refund the applicable amount to Partner and Partner, at CrowdStrike's request, shall promptly refund to Customer the corresponding applicable proportionate amount based on the fees Customer paid to Partner. In such event, the Customer's right to use the Offerings shall terminate to the extent of the refund or altogether if proration of a Product is not generally available.

5.3. Partner Pricing and Profits. Partners are responsible for setting their pricing for the Offerings, the Packaged Product, and Partner's own products and services. CrowdStrike has no responsibility to Partner for, and makes no promises or commitments to Partner regarding, Partner's success in the Program, Partner's profits or margins, or its ability to continue to participate in the Program or sell to any Customers in the future.

5.4. Failure to Pay. In addition to any other rights or remedies CrowdStrike has under this Program Agreement, including under the Section entitled [Suspension and Termination](#), CrowdStrike may suspend or terminate its performance under this Program Agreement (including, but not limited to no longer providing quotes, or benefits of the Program to Partner) and/or the [End User Agreement](#) at any time if the Partner fails to pay the Distributor or CrowdStrike for the Offerings. Nothing herein limits CrowdStrike's remedies in the event Partner fails to pay CrowdStrike. CrowdStrike shall have no obligation to cease to provide or suspend the Offerings to any Customer. Partner is solely responsible for the collection of amounts owed to Partner for the Offerings and the failure to collect money owed by Customer or another Partner does not excuse Partner's performance to pay CrowdStrike.

6. License Grants. All licenses granted to Partner are subject to the Partner complying at all times with the Program Agreement and having the necessary Partner type designation from CrowdStrike.

6.1. Not For Resale License. If CrowdStrike provides Partner a "not-for-resale license", then CrowdStrike grants Partner a revocable, limited, non-exclusive, non-transferable license to use the Products in Partner's non-production environment for: (i) internal training, and (ii) demonstrating and marketing the Products to Customers (the "NFR License").

6.2. Non-Production Development License for Integrations.

6.2.1. CrowdStrike Product License to Partner. If CrowdStrike: (i) designates Partner as a "Development Partner," "Integration Partner," "Store Partner," "Technology Alliance Partner," "CrowdStrike Powered Service Provider aka CPSP," or otherwise designates the Partner type as eligible for a Non-Production Development License in the Guide, and (ii) CrowdStrike provides Partner with access to a Product and/or a CrowdStrike API, CrowdStrike grants Partner solely for the Non-Production Integration Purposes, during the term hereof, a revocable, limited, non-exclusive, non-transferable, non-sublicensable license for Partner in accordance with CrowdStrike's Documentation to access and use the Products to incorporate one or more CrowdStrike API call processes and the corresponding: (i) CrowdStrike Test Content, (ii) CrowdStrike Production Content solely for the direct use of, and benefit of, the applicable Requesting Customer, and/or (iii) subject to the Section entitled Privacy, Customer Data solely for the direct use of, and benefit of, the applicable Requesting Customer, and for (ii) and (iii) only for so long as such Requesting Customer remains a Joint Customer and Partner remains validly authorized for such access, and use.

6.2.2. Partner Product License to CrowdStrike. If Partner provides CrowdStrike with access to a Partner Product the following terms apply unless the parties have executed a separate written agreement governing CrowdStrike's use of the Partner Products for this purpose. Partner's click through or online agreements are not applicable. Partner grants CrowdStrike a limited, non-exclusive, non-transferable license to access and use such Partner Products for the Non-Production Integration Purpose.

6.2.3. Product Interoperability Testing. During the development and evaluation of the Partner Integration, each party shall appoint a technical point of contact. Upon completion of the Partner Integration, Partner shall notify CrowdStrike in writing (an email to the designated technical contact or support@crowdstrike.com shall suffice). Each party shall, in its sole and reasonable discretion, determine the success or failure of the interoperability. Partner shall not make the Partner Integration available to Customers or other third parties until after review and written approval by CrowdStrike. Prior to making the Partner Integration available to Customers or other third parties, Partner shall create technical and user documentation accurately and

approved by CrowdStrike in writing, the parties shall, as long as both parties desire an integration, develop a process to ensure continuing integration compatibility, including, using commercially reasonable efforts to dedicate engineering resources to maintain integration. Each party shall be responsible for its costs of development and testing.

### 6.3. Production License for Technology Alliance Partners, Store Partners and Marketplace Partners.

6.3.1. Technology Alliance. If CrowdStrike designates Partner as a “Technology Alliance Partner” and subject to CrowdStrike’s written approval of the Partner Integration, CrowdStrike grants Partner a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to, in Partner’s production environment, use, solely in accordance with CrowdStrike’s Documentation, the CrowdStrike API call processes and the corresponding: (i) CrowdStrike Production Content, and/or (ii) subject to the Section entitled [Privacy](#), Customer Data, in each case, solely for the direct use of, and benefit of, the applicable Requesting Customer and only for so long as such Requesting Customer remains a Joint Customer and Partner remains validly authorized for such access, and use.

6.3.2. Store Partners. Store Partners must separately execute Store Partner production and commercial terms with CrowdStrike to use the CrowdStrike API call processes and the corresponding CrowdStrike Content in a production environment or a commercial context.

6.3.3. Marketplace Partners. Marketplace Partners must separately execute Marketplace terms with CrowdStrike to be sold on the CrowdStrike Marketplace and/or use the CrowdStrike API call processes and the corresponding CrowdStrike Content in a production environment or a commercial context.

6.4. Production License for Managed Service Providers. If CrowdStrike designates Partner as an “MSP Partner” or “Managed Service Provider Partner” or “Managed and Monitored MSP” and provides Partner with access to a CrowdStrike Product, CrowdStrike grants Partner a revocable, limited, non-exclusive, non-transferable non-sublicensable license to access and use the Requesting Customer’s instance of the Products solely on behalf of such Requesting Customer(s) and only for so long as such Requesting Customer remains a Joint Customer and Partner remains validly authorized for such access and use.

6.5. Production License for CrowdStrike Powered Service Providers. If CrowdStrike designates Partner as a “CrowdStrike Powered Service Provider”, “CPSP”, or formerly a “Packaged MSP” or “Managed Security Service Partner”, CrowdStrike grants Partner a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to: (i) access and use the Eligible Products in the Territory during the applicable Subscription/Order Term in accordance with the Documentation solely as part of the Packaged Product on behalf of each CPSP Customer for such CPSP Customer’s own internal information security or log management purposes, (ii) allow CPSP Customer’s to access and use the applicable Eligible Products that have been licensed to Partner for the CPSP’s Customer’s own internal information security or log management purposes in accordance with the [End User Agreement](#). Partner shall be responsible and liable for CPSP Customer’s acts or omissions while using the Eligible Products. Partner’s and CPSP Customers’ access and use is limited to the quantity and other limits stated in the applicable Order. If Partner purchases a license that includes a Software Component, the foregoing license allows the Partner to install and run the Software Component(s) up to the licensed quantities on the CPSP Customers’ Endpoints, or the Partner’s devices when hosting the Software Component, for, in every case, only the CPSP Customer’s internal information security and/or log management purposes. Partner shall not provide the pricing for or distribute the Eligible Products, CrowdStrike API(s), or the CrowdStrike Content on a stand-alone basis unless otherwise authorized by CrowdStrike to do so under a separate Partner designation or agreement and in such case, only under those terms.

### 6.6. Production License for Engagement Use License aka ELP Partners.

6.6.1. Engagement Use License to Customer. If CrowdStrike designates Partner as an “Engagement Use” or “ELP” Partner:

6.6.1.1. CrowdStrike will make available and license the applicable Eligible Products to CrowdStrike approved Customers receiving Partner Services;

6.6.1.2. Approved Customers may use the Eligible Products including installing and running the Software Components on such approved Customer’s Endpoints up to the quantity and duration approved by CrowdStrike (“ELP Term”), as further described in the Program Guide for ELP Partners; and

6.6.1.3. CrowdStrike grants Partner a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to: access and use (including installing and running the Software Components on such approved Customer’s Endpoints) the applicable Eligible Products in accordance with the Documentation to perform the Partner Services solely on behalf of, and for the benefit of, the applicable Customer(s) that have authorized Partner pursuant to the Section entitled [Partner’s Access to Customer Accounts](#) for the ELP Term or until such Customer revokes such authorization and up to the quantity approved by CrowdStrike.

authorization or otherwise terminates its relationship with Partner in relation to the Product.

6.6.2. Engagement Use License to Packaged ELP Partner. If CrowdStrike designates Partner as a “Packaged ELP Partner”:

6.6.2.1. CrowdStrike will make available the Eligible Products to Partner, and

6.6.2.2. CrowdStrike grants Partner a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to: access and use (including installing and running the Software Components on CrowdStrike approved Customer’s Endpoints) the applicable Eligible Products in accordance with the Documentation up to the quantity approved by CrowdStrike for the ELP Term, as further described in the Program Guide for ELP Partners, solely to perform the Partner Services solely on behalf of, and for the benefit of such Customers.

6.6.2.3. Partner agrees to notify CrowdStrike in writing immediately if an approved Customer revokes Partner’s authorization or otherwise terminates its relationship with Partner in relation to the Product.

6.6.3. Attribution. Subject to all other terms in the Program Agreement, in the event an ELP Partner provides information or materials (in tangible or electronic form) to Customers containing content or information generated or obtained from the Products, Partner shall include attribution to CrowdStrike in the form of the “Powered by CrowdStrike” logo or other mutually agreed upon form or statement.

6.7. Malware Samples. If CrowdStrike makes malware samples available to Partner in connection with the evaluation or use of the Product(s) (“Malware Samples”), Partner acknowledges and agrees that: (i) Partner’s access to and use of Malware Samples is at Partner’s and Customer’s own risk, and (ii) Partner should not download or access any Malware Samples on or through production systems and networks and that doing so can infect and damage those systems, networks, and data. Partner shall use the Malware Samples solely for the evaluation or use of the Products as otherwise licensed to Partner herein and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Partner’s or Customer’s computer equipment, computer programs, data, or other proprietary material due to Partner’s or Customer’s access to or use of the Malware Samples.

6.8. Installation and User Accounts. CrowdStrike is not responsible for deploying or installing the Software Components or configuring the Products unless Partner or Customer purchases such services (if available) from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Products via such user account. Partner is liable and responsible for all actions and omissions occurring under Partner’s user accounts for the Products. Partner shall notify CrowdStrike if it learns of any unauthorized access or use of its user accounts or passwords for a Product.

6.9. Customer Information. Reasonably in advance of any party becoming a Customer, Partner will provide to CrowdStrike in writing the proposed Customer name and address and any other information reasonably requested by CrowdStrike. Partner acknowledges and agrees that all Customers are subject to acceptance by CrowdStrike, such acceptance not to be unreasonably withheld. Partner agrees to notify CrowdStrike in writing immediately if a Customer terminates or ends its relationship with Partner in relation to the Products.

6.10. Partner’s Access to Customer Accounts. Partner’s access and use of a Customer’s account in a Product, Customer Data or CrowdStrike Content licensed by a Customer may occur through: (i) a Partner integration approved pursuant to this Program Agreement and a Requesting Customer using its API keys to provide Partner with the Requesting Customer’s Customer Data or the CrowdStrike Content licensed to the Requesting Customer, (ii) the applicable Requesting Customer granting Partner access to the Requesting Customer’s Product(s) account with unique login credentials for Partner, or (iii) the Requesting Customer submitting an Authorization Form to CrowdStrike authorizing CrowdStrike to provide Partner with the applicable access. Partner agrees to immediately notify CrowdStrike in writing if a Requesting Customer revokes its consent for Partner’s access to its Product(s) account, Customer Data or CrowdStrike Content, or the Requesting Customer otherwise terminates its relationship with Partner in relation to the CrowdStrike Products. Except as otherwise expressly permitted or restricted under this Program Agreement, Partner’s use of the CrowdStrike Products shall be subject to the Requesting Customer’s [End User Agreement](#).

7. Intellectual Property and Restrictions.

7.1. Ownership. Except for the limited license(s) expressly granted to Partner in these Terms, all right, title and interest in and to the Offerings, including the concepts and technology inherent in the Offerings and the deliverables, all and Intellectual Property Rights related thereto, shall at all times remain, relative to Partner, the sole and exclusive property of CrowdStrike. No other licenses, immunity or rights, express or implied are granted by CrowdStrike, by implication, estoppel, or otherwise. Except for the limited license(s) expressly granted to CrowdStrike in the Program Agreement, all right, title and interest in and to the Partner Product(s), including the concepts and technology inherent in the Partner Product(s), and all Intellectual Property Rights related thereto, shall at all times remain, relative to CrowdStrike, the sole and exclusive property of Partner.

modify the CrowdStrike Content in a manner that adversely affects the integrity of the CrowdStrike Content; (ii) use the CrowdStrike Content directly or indirectly for the benefit of, or use by, any Partner prospect or customer (other than the applicable Requesting Customer); (iii) use the CrowdStrike Content directly or indirectly for general purposes in the Partner Product(s) or for improving the Partner Product(s); or (iv) store or use the CrowdStrike Content for longer than necessary to provide services to the corresponding Requesting Customer.

7.3. Product Use Requirements. Partner's integration, if any, with the Products and use of the Products (including the CrowdStrike API(s)) shall not interfere with the delivery or functionality of the Products or the CrowdStrike API(s), or the equipment used to operate the Products in any manner or by any means, including but not limited to excessive use, robots, spiders, site search or retrieval of content. Partner shall provide attribution to CrowdStrike for the interoperability of the Partner Product(s) with the Products in a manner mutually agreed upon by the parties. Partner shall not (a) scrape, build databases, or otherwise create permanent copies of the CrowdStrike Content, or (b) store or use the CrowdStrike Content for longer than necessary to provide services to the corresponding Customer. Partner shall not use or access the Products directly or indirectly for (i) general internal Partner security or log management purposes (unless otherwise separately licensed to do so) or (ii) developing general improvements to the Partner Product(s).

7.4. Restrictions. Partner shall not, and shall not cause, encourage or assist any third party to: (a) access or use the Offerings: (i) in excess of what is allowed in these Terms, beyond the applicable term, and/or other restrictions/limitations described in a CrowdStrike quotation, an Order or the Guide, (b) alter, publicly display, translate, create derivative works of or otherwise modify the Products; (d) create public Internet "links" to the Product or "frame" or "mirror" any Product on any other server or wireless or Internet-based device or disclose screen shots or text versions of the CrowdStrike Content to third parties (other than the applicable Customer and strictly as necessary for Partner to provide services to such Customer); (c) reverse engineer, decompile, disassemble or otherwise attempt to derive the detection methodology or data, source code, algorithms, or machine learning methods for a Product (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to a Product or its related systems or networks; (d) remove or alter any notice of proprietary right appearing on a Product or Services deliverable, or affix or place any labels or markings on a Product or Services deliverable that might be interpreted as a claim of ownership by Partner or any third party; (e) conduct any benchmark, stress tests or other review or analysis for the purpose of competing with CrowdStrike, or (f) without CrowdStrike's prior written consent (an email(s) from the, Chief Technology Officer, Chief Marketing Officer or Chief Legal Officer shall suffice), perform an analysis of the Offerings versus competitor products or publish a review or the results of any evaluation of the Offerings. Partner agrees to use the Products in accordance with laws, rules and regulations directly applicable to Partner and acknowledges that Partner is solely responsible for determining whether a particular use of a Product is compliant with such laws.

7.5. Monitoring. PARTNER AGREES THAT CROWDSTRIKE MAY MONITOR USE OF THE CROWDSTRIKE OFFERINGS, CROWDSTRIKE API'S AND CROWDSTRIKE CONTENT TO ENSURE QUALITY, IMPROVE CROWDSTRIKE OFFERINGS, AND VERIFY PARTNER'S COMPLIANCE WITH THE PROGRAM AGREEMENT. If CrowdStrike collects personal data as part of the foregoing, it is treated in accordance with our [Privacy Notice](#).

7.6. Reservation of Rights. Subject to the restrictions herein and the Section entitled Confidentiality, each party expressly reserves the right to: (i) develop or have developed its own products, services, functions, and techniques that are similar to or compete with the products, services, functions, and techniques developed or contemplated by the other party, and/or (ii) work with or assist third parties who may offer products or services which compete with the other party's products or services.

7.7. Feedback. Partner may provide to CrowdStrike suggestions, comments and feedback regarding the Offerings, including but not limited to usability, bug reports and test results, with respect to the foregoing (collectively, "Feedback"). Partner grants CrowdStrike a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right without any attribution of any kind (and without publicly identifying Partner): (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Offering or related technology, specification or other documentation; (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Offering or related technology, specification or other documentation; (iii) solely with respect to Partner's copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by Partner that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into an Offering or related technology, specification or other documentation. Further, Partner warrants that its Feedback is not subject to any license terms that would purport to require CrowdStrike to comply with any additional obligations with respect to any Offering or related technology, specification or other documentation that incorporate any Feedback.

attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>. Partner will pass along any required notice of such license terms and attribution to Customers in the Beneficiary Agreement by using the URL <https://falcon.crowdstrike.com/opensource>.

## 8. Support.

8.1. Support when Customer Holds the Product License. CrowdStrike is responsible for providing technical support to CrowdStrike Customers at the level of support selected or purchased by such Customer in accordance with CrowdStrike's then current technical support Offerings' description. If, in addition to, or in lieu of, such CrowdStrike support, Partner offers its own support to Customers, Partner: (i) is exclusively responsible and liable to Customer for such support, (ii) may be required to execute an additional agreement with CrowdStrike, (iii) must provide such support in accordance with the Guide (or such additional agreement, if any), (iv) obtain certain training level certifications, as required by CrowdStrike, and (v) shall not prevent Customers from contacting CrowdStrike for support.

8.2. Support for Technology Alliance and Store Partners. Partner shall be exclusively responsible for providing maintenance and support of the Partner Products. Each party shall use commercially reasonable efforts to answer questions from the other party or Joint Customers about its own product(s). Neither party shall be obligated under the Program Agreement to provide support or other similar services: (i) for the other party's products, or (ii) for its own product(s) to the other party unless a purchase of a product has been made.

8.3. Support when Partner Holds the Product License. Partner shall be exclusively responsible for providing maintenance and support for the Partner Products. Partner is responsible for providing support to Customer for the Packaged Product and/or the Eligible Product(s) used in Partner's performance of Partner Services. Provided that Partner is current in the payment of all fees due to CrowdStrike, CrowdStrike will provide technical support and maintenance to Partner for the Eligible Products to the level of support purchased by the Partner and in accordance with CrowdStrike's then-current support descriptions.

## 9. Customer Agreements.

### 9.1. End User Agreement and SOW's.

9.1.1. Partners that resell Offerings or use Offerings licensed to Customers shall do so subject to the [End User Agreement](#)(s) and any additional Customer specific terms provided on the CrowdStrike quotation to the Partner. CrowdStrike includes a link to the [End User Agreement](#), and on occasion includes Customer deal or Offering specific terms, in the CrowdStrike quote to Partner.

9.1.2. Unless otherwise mutually agreed upon by the parties, when Partner re-sells CrowdStrike Services, in addition to the [End User Agreement](#), the Services shall be: (i) subject to a mutually agreed upon and fully executed statement of work (SOW) between Customer and CrowdStrike, or (ii) as described in the [CrowdStrike Services Catalog](#) ("Services Catalog").

9.1.3. Only CrowdStrike can agree to changes to its terms (including, but not limited to, in [End User Agreement](#)(s), deal specific terms on a CrowdStrike quotation, SOW's, or its [Services Catalog](#)). Any changes to CrowdStrike terms must be in a document signed by an authorized signatory of CrowdStrike. Partner's quotes to Customer for the resale of the Offerings shall contain the [End User Agreement](#) and any Customer specific terms provided in the CrowdStrike quote to Partner ("Quote Terms") as the exclusive terms governing the delivery and performance of the Offerings. Partner shall obtain Customer's agreement to the [End User Agreement](#) and the Quote Terms. Partners shall not accept [End User Agreement](#) on behalf of Customers. CrowdStrike reserves the right to suspend or terminate the Offerings to any Customer that does not agree to the [End User Agreement](#) or the Quote Terms, the SOW or otherwise. Upon request, Partner shall promptly provide all reasonable information requested by CrowdStrike to verify a Customer has agreed to the [End User Agreement](#), the Quote Terms, and any other applicable terms. Nothing herein prevents Partner from having an agreement with Customer; provided, Partner must ensure that any terms between Customer and Partner with respect to the Offerings are no less protective of CrowdStrike's rights under the [End User Agreement](#), the Quote Terms, SOW or the [Services Catalog](#).

### 9.2. Partner's Agreement.

9.2.1. Any Partner that offers its own products or services to Customers is responsible for their own agreement with Customer. The [End User Agreement](#) does not contain a license or terms for the benefit of Partner regarding the Partner's products and services. Partner shall be responsible for negotiating the terms of, executing and performing under its agreements with Customers.

9.2.2. Partners that own Product licenses and use Products to provide their own services to Customers (typically, CrowdStrike Powered Service Providers fka Packaged MSP Partners, and ELP Packaged Partners) shall ensure that each Customer that receives Partner Products and/or Partner Services that use or involve a Product has a Beneficiary Agreement. Partner

obligations are to Partner as set forth herein. CrowdStrike reserves the right to suspend or terminate Partner's use of the Eligible Products for any Customer that does not agree to a Beneficiary Agreement. Upon request, Partner shall promptly provide all reasonable information requested by CrowdStrike to verify a Customer has agreed to the Beneficiary Agreement and any other applicable terms.

#### 10. Program Marketing.

10.1. Joint Business Plan. If the Guide requires or it is otherwise mutually agreed by the parties, Partner will develop a CrowdStrike approved plan for taking the Offerings, and for Store Partners, the Partner Integration, to market ("Joint Business Plan") which may include: a go-to-market strategy with CrowdStrike, prioritized sales plays, revenue targets and timeframes, joint marketing plans and activities, and sales and technical enablement strategy. Partner's marketing and advertising efforts will be of no less quality than CrowdStrike's marketing and consistent with marketing materials made available by CrowdStrike and the Joint Business Plan. Partner shall include in all such advertising all applicable copyright and trademark notices as they appear in CrowdStrike's advertising for such products, or as otherwise reasonably directed by CrowdStrike.

10.2. Publicity. Subject to the terms of this *Program Marketing* Section, each party will have the right to refer to the fact that Partner is in a collaborative relationship with CrowdStrike on such party's website and in marketing collateral solely to the extent of the Partner's Program designation. Otherwise, neither party will make any public statement or issue any press release with respect to this relationship without the prior written consent of the other party.

#### 10.3. Trademark Use.

10.3.1. Each party (the "Trademark Party") grants the other party a worldwide, non-exclusive, non-transferable, royalty-free, limited license (with no right of sublicense) during the term of the Program Agreement to use the Trademark Party's Trademarks solely as expressly authorized herein, for the purpose of carrying out the Joint Business Plan and as otherwise contemplated by the Program Agreement, including but not limited to, the promotion of the Offerings, the parties' joint efforts and channel programs; provided, that, such Trademarks are used solely in accordance with the Trademark Party's specifications as to style, color, and typeface, as such specifications may be modified by such party from time to time and communicated to the other party. Upon notice from the Trademark Party of its objection to any improper or incorrect use of the Trademark Party's Trademarks, the other party shall correct or stop such usage as soon as reasonably practicable.

10.3.2. Partner agrees not to attach any other trademarks, logos or trade designations to the Offerings, nor to remove or modify any of CrowdStrike's Trademarks or proprietary notices affixed to the Offerings or Service deliverables. Partner shall not affix any CrowdStrike Trademarks to products or services other than the genuine Offerings.

10.3.3. Partner is prohibited from using or registering any of CrowdStrike Trademarks or domain names, or which could be confused with, including without limitation, any terms containing the terms "crowd", "strike", or "falcon" as part of Partner's company name, service name, trade names or domain names. CrowdStrike does not authorize Partner's use of any of the CrowdStrike Trademarks to promote or use for search engine ranking or ad word purchase or as part of a trade name, business name or Internet domain name in any manner that could be detrimental to the interests of CrowdStrike. If Partner registers or otherwise obtains rights to marks (as trademarks, service marks, URLs, company names or otherwise) in violation of the Program Agreement, Partner will, at its own expense, transfer and assign such rights to CrowdStrike, and execute all documents reasonably requested by CrowdStrike to facilitate such assignment or transfer.

10.4. Ownership of Trademarks. Each Trademark Party claims ownership of all right, title, and interest in and to its Trademarks, together with any new or revised Trademarks, trade names, and logos that such Trademark Party may adopt to identify it or any of its products or services. Neither party shall claim any rights in the other party's Trademarks or take any action that threatens or challenges the Trademark Party's proprietary rights therein. All use by a party of the Trademark Party's Trademarks and all goodwill associated therewith shall inure exclusively to the benefit of the Trademark Party and its Affiliates.

#### 11. Incentive Programs.

11.1. Eligibility and Participation. CrowdStrike may, in its sole discretion, offer Incentive programs to eligible Partners selected by CrowdStrike. In certain cases, Partner is required to use the compensation provided for specific purposes that benefit CrowdStrike, such as marketing or personnel. Additional Incentive terms, rules and requirements will be provided in the Guide and/or a separate online or email notification to the Partner or the Partner's personnel. If eligible, Partners and their personnel are automatically opted in to CrowdStrike's Incentive programs. Partner consents, on behalf of itself and its personnel, to participating in Incentive programs. Partners will be notified online or in an email of new Incentive programs. Partners may opt out of any Incentive programs by contacting CrowdStrike at: [partner\\_incentives@crowdstrike.com](mailto:partner_incentives@crowdstrike.com). Partner's participation in an Incentive program shall automatically terminate, without any liability to CrowdStrike, in the event that this Agreement terminates or expires. Partner and its personnel must be in good standing with CrowdStrike to participate in the Incentive programs and to receive Incentive compensation.

Partner Standards, or applicable laws should be reported immediately to [ethics@crowdstrike.com](mailto:ethics@crowdstrike.com) or via CrowdStrike's online reporting channel [crowdstrike.ethicspoint.com](https://crowdstrike.ethicspoint.com). Partner represents through its participation in the Incentive program, that participation in the Incentive program does not create an incentive or preference which may constitute a breach of applicable law or of Partner's obligations to any Customer or other third-party. Notwithstanding any other provisions of this Agreement or any Incentive program terms, Partner will not be entitled to any Incentives or any other compensation if such compensation is disallowed or limited by (i) applicable federal, state or local law or regulation; or (ii) an applicable Customer or partner, whether by agreement, policy or otherwise.

11.3. Verification. CrowdStrike reserves the right to audit and verify all Incentive program claims. Upon request, Partner and Partner personnel shall provide additional documentation prior to payment of a claim. Non-compliance with this Agreement or the Incentive program terms can result in ineligibility for payment as determined by CrowdStrike.

11.4. Incentive Payments. All payments to Partner are at the sole discretion of CrowdStrike and will be made only to the extent Incentive program funds remain allocated and available. CrowdStrike reserves the right to adjust or terminate any and all Incentive programs at any time at its sole discretion. All determinations made by CrowdStrike are final. Partner understands and warrants that all CrowdStrike payments under Incentive programs are intended solely for the benefit of the designated Partner and Partner personnel, as applicable. No proceeds shall be redistributed to Customers. No proceeds shall be redistributed to third-parties unless expressly allowed by the terms of the Incentive program.

11.5. Taxes. Partner and Partner personnel are responsible for: (i) reporting to the relevant taxing authorities, and (ii) paying taxes for, Incentive program compensation.

## 12. Confidentiality.

12.1. Definitions. In connection with the Program, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or which, due to the nature of such information and/or under the circumstances surrounding disclosure should be treated as confidential by the Recipient. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of the Program Agreement); (ii) previously known to Recipient (which must be demonstrable) without an obligation of confidentiality; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

12.2. Restrictions on Use. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party. A Recipient may share such Confidential Information with its employees but only if there is a need to know such Confidential Information. Recipient shall not use Discloser's Confidential Information for any purpose other than to carry out the Program. Recipient shall promptly notify the Discloser in writing but in no event longer than 72 hours from the time Recipient becomes aware of a breach of this [Restrictions on Use](#) Section by Recipient.

12.3. Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory body or government agency, or (iii) as may be required by a bona fide audit or request by a regulatory body or agency with jurisdiction over Recipient. Prior to making a disclosure of the Discloser's Confidential Information, Recipient shall give the Discloser prompt written notice that it may be disclosing the Discloser's Confidential Information prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure if the Discloser so chooses to obtain such an order. If any of the Discloser's Confidential Information is provided to third parties, Recipient shall seek the confidential treatment of the Confidential Information from the third party (at Discloser's expense).

12.4. Return or Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to either return or destroy the Confidential Information and any copies or extracts thereof. However, Recipient may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law or a regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to the Program Agreement. If, pursuant to the written request, Recipient destroys Discloser's Confidential Information, Recipient shall provide Discloser written confirmation of destruction in compliance with this provision..

12.5. Equitable Relief. Each party acknowledges that a breach of this Section [\(Confidentiality\)](#) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be addressed through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond. It is

### 13. WARRANTY.

13.1. No Warranty. Offerings provided for free, or under not for resale, development, beta or evaluation licenses are provided “AS-IS” without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations associated with Partner’s or Customer’s use of such Offerings.

13.2. As-Is. Offerings provided for re-sale, are provided to the Partner “AS-IS” without warranty of any kind. CrowdStrike warranties (if any) are provided directly to Customer in the [End User Agreement](#).

13.3. Limited Warranty. If Products are purchased or used by the Partner in a Packaged Product or to provide Engagement Use Services and are not resold, CrowdStrike warrants to Partner during the applicable Subscription/Order Term that: (i) such Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent such Products at the time of delivery from injecting malicious software viruses into the Endpoints where the Products are installed. Partner must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Partner’s sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Partner’s license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

13.4. Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or the Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only and as-is without warranty of any kind by CrowdStrike.

13.5. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 13, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

CROWDSTRIKE MAKES NO OTHER WARRANTY(IES) WHATSOEVER WITH RESPECT TO THE OFFERINGS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF PARTNER’S OR CUSTOMER’S PARTICULAR PURPOSES OR NEEDS. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

PARTNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT USE OF THE OFFERINGS WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. PARTNER AGREES NOT TO REPRESENT TO CUSTOMER OR ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

NO INDIVIDUAL IS AUTHORIZED BY CROWDSTRIKE TO MAKE ANY WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE OFFERINGS. Partner agrees that it is Partner’s responsibility to ensure safe use of an Offering in such applications and installations.

PARTNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT PARTNER SHALL NOT MAKE ANY WARRANTY OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY, REGARDING THE OFFERINGS. IF PARTNER MAKES ANY WARRANTY OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE OFFERINGS, PARTNER WILL INDEMNIFY CROWDSTRIKE UNDER THE SECTION ENTITLED [INDEMNIFICATION- PARTNER INDEMNITY](#).

### 14. Privacy.

14.1. Data Protection Agreement. To the extent necessary to comply with Privacy and Security Laws, and where CrowdStrike Processes (i) Partner Personal Data, or (ii) Customer Personal Data in connection with providing Packaged Products, CrowdStrike’s Processing of such data will take place pursuant to its certifications under the EU-U.S. Data Privacy Framework, the UK Extension to

Partner also agrees to the Global Data Protection Agreement (“DPA”) set forth here </content/crowdstrike-www/language-masters/global/en/data-protection-agreement/> (unless superseded by a signed Data Protection Agreement).

In the event that CrowdStrike is required to adopt an alternative transfer mechanism in addition to, or other than, any of the Data Privacy Frameworks, then Partner agrees to such alternative transfer mechanism and will promptly execute any relevant amendments to the Program Agreement to effectuate its agreement.

14.2. Privacy Notice. Partner has reviewed and understands CrowdStrike's Privacy Notice located at </content/crowdstrike-www/language-masters/global/en/privacy-notice/>. To the extent CrowdStrike's Privacy Notice contains any terms or conditions that conflict with this Program Agreement, the Program Agreement shall control. Partner shall not, directly or indirectly, through action or inaction, cause CrowdStrike to be in violation of its Privacy Notice.

14.3. Representations. When Partner is a user of the Offerings on behalf of a Customer, Partner represents and warrants that: (i) Partner or Customer, owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, “Systems”) where the Offerings will be installed, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has, on behalf of itself and the Customer, authorized CrowdStrike to access the Systems and process and transmit data through the Offerings to the extent necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike perform the Offerings, process the Customer Data and any Personal Data provided by Partner or Customer; (iv) it is and will at all relevant times remain duly and effectively authorized to make the representations in this Section 14.3 and instruct CrowdStrike to provide and perform the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents, and obtained all necessary government authorizations required under applicable, law to permit the processing and international transfer of Customer Data, including any Personal Data to CrowdStrike, including onward transfers to its subprocessors and their subprocessors.

14.4. Customer Data. Partner agrees that it will protect the privacy and legal rights of Customers, and fully disclose in Partner's agreements with Customers, or prominently display, a privacy policy that describes to Customers the information that is collected by Partner, the Partner Product(s), and if used by the Partner, the Offerings, and how such information is used and shared. Partner will maintain and process all Customer Data only as directed by the Customer. Neither Partner nor the Partner Product(s) will: (i) modify the Customer Data in a manner that adversely affects the integrity of that Customer Data; (ii) except as expressly agreed to by Customer, disclose Customer Data to any third party; (iii) unless with Customer's prior written consent, use Customer Data for any purpose other than providing the corresponding Customer a product or service; or (iv) store Customer Data except in a secure manner or for longer than necessary.

14.5. Partner shall notify CrowdStrike at [privacy@crowdstrike.com](mailto:privacy@crowdstrike.com) without undue delay in the event Partner no longer complies with Section 14.3 or 14.4.

## 15. Information Security.

15.1. Protect. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Partner shall in relation to the Customer Data implement appropriate technical and organizational measures designed to ensure a level of security appropriate to that risk, including, as appropriate, the measures required under applicable law. Partner shall maintain an incident response program to respond to security incidents and Security Breaches.

15.2. Secure Development. Partner will use security best practices in connection with the use, development and provision of the Products, the Partner Integration, and the Packaged Product. Partner shall at all times comply with the CrowdStrike security requirements made available to or otherwise provided to Partner by CrowdStrike with respect to the Products, the Partner Integration, and the Packaged Product and all requirements in the applicable CrowdStrike or Partner agreement(s) with the applicable Customer. Partner agrees to meet with CrowdStrike's security team upon request to review Partner's security practices and will implement CrowdStrike required modifications to the Partner's use of the Products, Partner Integration or Packaged Product with respect to the Products.

15.3. Breach Response. Partner will implement industry standard security measures to preserve the confidentiality and security of Customer Data, Products, and CrowdStrike Content in its possession or under its control. In the event of any actual or reasonably likely: (i) loss of, or (ii) unauthorized access to, Customer Data or CrowdStrike Content in Partner's control or custody, or (iii) unauthorized access to the Products (in any case, a “Security Breach”), Partner shall:

15.3.1. Notify. Without undue delay (but in no event more than 24 hours after discovery) notify CrowdStrike by sending an email to [csirt@crowdstrike.com](mailto:csirt@crowdstrike.com). Partner shall, to the extent such information is known or available to Partner at the time, notify CrowdStrike of the following: (a) the nature of the Security Breach including, where possible, the categories and approximate

consequences of the Security Breach; and (d) a description of the measures taken or proposed to be taken by Partner to address the Security Breach, including (where appropriate) measures to mitigate its possible adverse effects. Where it is not possible for Partner to provide the above information at the same time, Partner shall provide the information in phases without undue further delay.

15.3.2. Investigate. Conduct an investigation of the circumstances of the Security Breach and provide regular updates (no less often than 24 hours until the Security Breach is resolved) of the investigation, including a root cause report.

15.3.3. Remediate. Take all steps reasonably necessary to remediate the Security Breach and prevent the re-occurrence of any Security Breach.

15.3.4. Cooperate. Promptly and fully cooperate with CrowdStrike including providing all requested information related to the Security Breach and identifying relevant contact people who will be reasonably available until the parties mutually agree that the Security Breach has been resolved.

15.3.5. Provide. Collect and provide CrowdStrike copies of all logs and incident artifacts related to the Security Breach to [csirt@crowdstrike.com](mailto:csirt@crowdstrike.com).

15.3.6. Mitigate. To the extent required by law and/or the Partner's contractual obligations to the Customer: (i) communicate and cooperate with affected Customers and data subjects concerning the Partner's response to the Security Breach, and (ii) mitigate the harm and provide the remedies to those Customers and data subjects that are affected or could be affected by the Security Breach. Except as required by law, Partner shall not make (or permit any third party under its control to make) any statement concerning the Security Breach that references CrowdStrike or the Offerings either directly or indirectly unless CrowdStrike provides its explicit written approval of the statement.

## 16. Indemnification.

### 16.1. CrowdStrike Indemnity.

16.1.1. Infringement. CrowdStrike will defend, at its own expense, a third-party claim, suit or proceeding brought against Partner insofar as it is based on a claim that a Product or a Service deliverable when used by Partner in accordance with this Program Agreement, constitutes an infringement of a valid patent or a valid copyright. CrowdStrike shall pay all damages, costs and expenses finally awarded to third parties as a result of a final judgment against Partner or settlement of such claim negotiated by CrowdStrike, but shall not be responsible for any compromise made without its consent.

16.1.2. Conditions. To qualify for the defense and indemnification obligations in the Section entitled [CrowdStrike Indemnity](#), Partner must: (i) give CrowdStrike prompt written notice of any such claim, and (ii) allow CrowdStrike to control the defense and all related settlement negotiations, including the decision on whether to settle a claim and the amount of any such settlement, and (iii) fully cooperate with CrowdStrike.

16.1.3. Remedy. Upon notice of an alleged infringement, or if, in CrowdStrike's opinion, such a claim is likely, CrowdStrike shall have the right, at its option, to obtain the right to continue the distribution of Products or a Service deliverable, substitute other products or services with similar operating capabilities and/or performance, or modify the Product or Service deliverable so that it is no longer infringing or subject to a third party claim. In the event that none of the above options are reasonably available in CrowdStrike's sole discretion, CrowdStrike may terminate this Program Agreement and all accompanying licenses. In the event CrowdStrike terminates the license of an Offering that is in use by Partner, Partner may as its sole and exclusive remedy obtain a refund from CrowdStrike of: (i) the fees paid to CrowdStrike for Product subscriptions prorated for the remainder of any pre-paid subscription term unused by the Partner, or (ii) the portion of the fees attributable to the Service deliverable, as applicable. In the event CrowdStrike terminates the license of an Offering that is in use by Customer, Partner may as its sole and exclusive remedy either obtain a refund from CrowdStrike of: (x) the fees paid to CrowdStrike by the Partner for Product subscriptions prorated for the remainder of any pre-paid subscription term unused by the Customer, or (y) the portion of the fees attributable to the Service deliverable, as applicable; provided, however, that Partner provides the same proportionate remedy to the Customer. This Section ([CrowdStrike Indemnity](#)) states Partner's sole and exclusive remedies and CrowdStrike's entire liability under this Program Agreement for all claims of intellectual property infringement.

16.1.4. Exclusions. CrowdStrike shall not be responsible for any claim of infringement that arises from (i) modifications to a Product or Service deliverable not made by CrowdStrike, (ii) use of a Product or Service deliverable in a manner or in combination with products or services not provided by CrowdStrike, to the extent such claim would not have occurred except for such modifications, use or combination; (iii) use of other than the latest available version of the Products or Service deliverable made available to Partner or the Customer; or (iv) any use of the Products or Service deliverable not in accordance with this Program Agreement or the applicable end user terms, documentation or specifications.

the defense of) CrowdStrike and its Affiliates, and their officers, directors, employees, and agents (collectively, "CrowdStrike Indemnitees") from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees, experts' fees, and mediation/arbitration/court costs) that a CrowdStrike Indemnitee may incur as a result of or relate in any way to, or arising from any allegation or claim of infringement or misappropriation of any third party rights regarding the development, maintenance, implementation, or sale of the Partner Product(s) or Partner Services including when a part of the Packaged Product, an integration or otherwise.

16.2.2. Combination Claims. Insofar as Partner's obligations under Subsection 16.2.1 result from, arise out of, or relate to a combination of the Partner Product(s) with CrowdStrike Products (a "Combination Claim"), Partner shall be liable to pay only its Proportionate Share of the costs, fees (including attorney's fees and court costs), damages and losses including any settlement payment (collectively, "Costs") associated with such Combination Claim. The "Proportionate Share" payable by Partner shall be a portion of the Costs determined by CrowdStrike in its sole discretion. Partner shall make payments in satisfaction of its Proportionate Share obligation whenever such payments become due.

16.2.3. Other Third-Party Claims. Partner shall defend and indemnify the CrowdStrike Indemnitees from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees, experts' fees, and mediation/arbitration/court costs) that a CrowdStrike Indemnitee may incur that arise from or relate in any way to: (i) Partner's breach of this Program Agreement, (ii) any claim or allegation by a third party that the Partner: (a) breached any agreement, whether oral or written, with a third party; or (b) engaged in any tortious conduct or intentional conduct of any kind, (iii) Partner making a representation, warranty, or other statement that purports to be on behalf of CrowdStrike that is not specifically authorized in writing by a person authorized to bind CrowdStrike, (iv) Partner making any warranty of any kind, including any express or implied warranty regarding the Offerings, (v) Partner's or its representative's alleged negligent act, negligent omission, fraud or willful misconduct; or (vi) Partner's or its representative's alleged violation of any law. The Partner's duty to defend CrowdStrike will arise immediately upon the receipt of or knowledge of any such third party claim and will be ongoing.

16.2.4. Conditions. To qualify for such defense and indemnification, CrowdStrike must: (i) give Partner prompt written notice of any such claim, and (ii) allow Partner to participate in the defense and all related settlement negotiations, but CrowdStrike shall control the defense of any such claim, including the decision on whether to settle a claim and the amount of any such settlement. CrowdStrike shall have sole control over the defense of any Combination Claim. Partner shall cooperate in every reasonable way with CrowdStrike to facilitate the defense and may, at its option and at its own expense, participate with CrowdStrike in the defense with counsel of its own choosing.

17. Limitation of Liability. Each party's sole remedy and the other party's sole obligation shall be governed by the Program Agreement.

EXCEPT IN THE CASE OF: (I) EACH PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THE SECTION ENTITLED **INDEMNIFICATION**, (II) A PARTY'S FRAUD, INTENTIONAL WRONGDOING, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (III) PARTNER'S BREACH OF ITS PAYMENT OBLIGATIONS TO CROWDSTRIKE INCLUDING ANY AND ALL AMOUNTS PAYABLE AND INTEREST, OR (IV) PARTNER'S BREACH OF THE RESTRICTIONS, IN NO EVENT SHALL:

(A) A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, CLAIM, OR CAUSE OF ACTION WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. ANY CROWDSTRIKE PROFIT FROM SALES OF PRODUCTS OR SERVICES SHALL NOT BE DEEMED SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND

(B) CROWDSTRIKE'S AGGREGATE LIABILITY FOR DAMAGES TO THE OTHER PARTY EXCEED THE GREATER OF: (I) THE AMOUNTS PAID BY PARTNER TO CROWDSTRIKE UNDER THE PROGRAM AGREEMENT IN THE 6 MONTHS PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO ANY CLAIM ANNUALIZED OVER THE APPLICABLE ORDER TERM(S), OR (II) \$100,000.

NOTWITHSTANDING THE ABOVE, CROWDSTRIKE SHALL NOT BE LIABLE FOR ANY DAMAGES, EXPENSES OR COSTS OF ANY KIND ARISING OR RESULTING FROM ANY ALTERATION OR UNAUTHORIZED USE OF THE OFFERINGS BY PARTNER OR ANY THIRD PARTY, OR FROM ANY AND ALL UNINTENDED AND UNFORESEEN RESULTS OBTAINED BY PARTNER, ANY THIRD PARTY, OR ANY CUSTOMERS ARISING FROM OR RELATED IN ANY WAY WHATSOEVER FROM SUCH USE.

18. Conduct and Compliance.

18.1. Partner Conduct. Partner shall: (i) conduct business in a manner that reflects favorably at all times on the Offerings, goodwill and reputation of CrowdStrike; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to CrowdStrike; and (iii) refrain from making any false or misleading representations or warranties with regard to CrowdStrike or the Offerings.

and compliance with all laws, rules, directives and regulations applicable to the importation, distribution, marketing, sale, operation, use or support of the Offerings. Partners shall not engage in any practice that constitutes trafficking in persons, slavery, forced labor or exploitative working conditions.

### 18.3. Export and Sanctions Compliance.

18.3.1. Each party shall comply with all applicable United States and foreign laws and regulations, including without limitation: (i) all laws relating to the advertising, packaging, sale, and distribution of the Offerings, (ii) all United States export controls and sanctions laws and regulations governing the export or re-export of all Offerings and any products or services provided in connection with the Offerings, including without limitation the Export Control Reform Act, 50 U.S.C. 4801-4852, the Export Administration Regulations, 15 CFR § 730, et seq., the International Traffic in Arms Regulations, 22 CFR §§ 120-130, and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "U.S. trade law"), and (iii) all applicable laws and regulations of governmental authorities other than the United States (including but not limited to the European Union and the United Kingdom) that govern such party's importation, use, sales, export, or re-export of the Offerings.

18.3.2. Partner has not and will not export, re-export, release, transfer or sell any Offering: (i) in violation of U.S. trade law; (ii) to countries or regions subject to comprehensive U.S. embargoes (including but not limited to Cuba, Iran, Democratic Republic of Korea (aka North Korea), Syria, Russia, Belarus, Venezuela, or the non-government controlled regions of Ukraine, including Donetsk, Luhansk and the Crimea Regions (collectively, "Embargoed Countries")); (iii) to any person or entity that is located in, under the control of, or a national or resident of an Embargoed Country or any individual or entity listed on any government restricted or sanctioned party lists from an applicable jurisdiction, including but not limited to OFAC's Specially Designated Nationals and Blocked Persons ("SDN") List, the U.S. Department of Commerce's Bureau of Industry and Security's ("BIS") Entity List or Denied Persons List, or the U.S. Department of State's Arms Export Control Act's Debarred Parties List (collectively, the "Restricted Party Lists"); and (iv) to any individual or entity not eligible to receive the Offerings as communicated to Partner by CrowdStrike in writing from time to time. Partner further agrees to comply with any reasonable conditions that CrowdStrike notifies Partner are contained in any applicable export or sanctions licenses pertaining to the Offerings. Partner shall comply with any reporting requirements that may apply to the export or re-export of the Offerings and shall provide to CrowdStrike and the appropriate governmental authority any periodic reports containing such information as may be required under applicable law. Partner further agrees to pay any taxes or tariffs that may apply to the export, or re-export of the Offerings.

18.3.3. Partner represents and warrants that it has adequate policies and procedures in place to comply with this Section [\(Export and Sanctions Compliance\)](#).

18.4. Anti-Corruption. Partner shall comply with all applicable global anti-corruption and anti-bribery laws, including the United States Foreign Corrupt Practices Act and UK Bribery Act (collectively, the "Anti-Corruption Laws") and with CrowdStrike's Business Partner Standards. Partner represents, warrants and covenants that: (i) it has not and will not directly or indirectly make, offer, promise, give, or authorize a payment, gift, or anything of value for the purpose of influencing an act or decision of an employee or official of any government or government-controlled entity (including a decision not to act) or inducing such a person to use such person's influence to affect any such governmental act or decision in order to assist Partner or CrowdStrike in obtaining, retaining, or directing business, and (ii) none of Partner's directors, officers or employees, who have decision-making authority with respect to the Program Agreement are government officials or have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of Partner's knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under any Anti-Corruption Laws. In addition to any obligations set forth in the Section [Indemnification- Partner Indemnity](#), Partner shall pay and/or reimburse CrowdStrike for any and all costs, expenses, damages, fines or other fees, associated with or arising out of Partner's breach or alleged breach of this Section [\(Anti-Corruption\)](#).

18.5. Unfair Competition. Partner shall comply with all applicable global antitrust or competition laws. Partner represents, warrants and covenants that it has not and will not engage in any action to unlawfully fix or set prices for the Offerings, or engage in conduct prohibited by an applicable global antitrust or competition laws.

18.6. Policies, Training and Reporting. Partner shall: (i) to the extent not already completed, accurately, honestly, and promptly complete the CrowdStrike compliance due diligence questionnaire and promptly report to CrowdStrike any changes to such questionnaire; (ii) review and comply with the [Business Partner Standards](#); (iii) complete CrowdStrike's training for Partners within 30 days of acceptance into the Program; (iv) maintain, throughout the duration of dealings with CrowdStrike, procedures to ensure that Partner and any third party that Partner engages in connection with the Offerings, the Program Agreement or the Program, comply with the Program Agreement and the [Business Partner Standards](#); (v) monitor and enforce the Program Agreement and the [Business](#)

Agreement are no longer accurate or complete or Partner is not in compliance with the Program Agreement or the [Business Partner Standards](#).

18.7. Compliance Breach. CrowdStrike may, without any liability to Partner, immediately terminate the Program Agreement (or any Partner order) or suspend CrowdStrike's performance hereunder if: (a) CrowdStrike has reason to believe that Partner has breached this Section [\(Conduct and Compliance\)](#) or the Business Partner Standards, or that such a breach may occur, or (2) Partner refuses to provide information requested by CrowdStrike to confirm Partner's compliance with this Section [\(Conduct and Compliance\)](#) or the Business Partner Standards. Partner shall promptly refund or return any funds including Incentives provided by CrowdStrike to Partner if Partner violates this Section [\(Conduct and Compliance\)](#) with regard to any transaction for which the funds or Incentive were paid.

18.8. Notice.

Partner shall notify CrowdStrike in writing without undue delay but in any event within 72 hours of any breach of the Program Agreement or the [Business Partner Standards](#) that it becomes aware of. In any event, Partner shall be responsible for any breach of the Program Agreement or the [Business Partner Standards](#) by any of its Affiliates, Representatives or Affiliates' Representatives. 19. Suspension and Termination.

19.1. Suspension. CrowdStrike may suspend its performance under the Program Agreement as set forth in the Section entitled [Failure to Pay](#). CrowdStrike may immediately suspend Partner's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Partner or Customers are in breach of the Restrictions; or (iii) CrowdStrike determines, in its sole discretion, that Partner or any Customer has become a competitor of CrowdStrike; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Partner with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.

19.2. Term. The term of this Program Agreement shall commence as of the date Partner does one of the following: (i) submits the CrowdStrike Partner application, (ii) participates in the Program, (iii) requests a quote for Offerings from CrowdStrike or a Distributor, (iv) places an order for the Offerings with CrowdStrike or a Distributor, or (v) clicks "I agree" or similar language or otherwise agrees to these Terms, and continues until terminated by either party as provided herein.

19.3. Termination Without Cause. Either party may terminate the Program Agreement at any time without cause, which termination shall become effective upon 90 days prior written notice to the other party.

19.4. Termination By CrowdStrike. CrowdStrike may terminate the Program Agreement and/or any Orders immediately upon written notice to Partner if CrowdStrike determines, in its sole discretion, that Partner has become a competitor of CrowdStrike.

19.5. Termination With Cause. Either party may terminate this Program Agreement and/or an Order(s) upon 30 days written notice in the event of the other party's material breach of the Program Agreement and (i) such breach is incapable of cure, or (ii) is not cured within such 30-day period. Notwithstanding this provision, there shall be no required 30-day cure period for CrowdStrike to terminate this Agreement if Partner violates Restrictions in paragraph 7.4(c) or by causing, encouraging, or authorizing any third party to reverse engineer, decompile, disassemble or otherwise attempt to derive the detection methodology or data, source code, algorithms, or machine learning methods for a Product (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to a Product or its related systems or networks.

19.6. Rights Upon Termination. Upon any termination of the Program Agreement: (i) any addendum(s) or amendment(s) to the Program Agreement shall automatically terminate, (ii) Partner is no longer authorized to conduct any activities under the Program Agreement except Partner is required to continue to make payments owed to Distributors or CrowdStrike; (iii) Partner shall immediately cease using the Trademarks of CrowdStrike and discontinue all representations that it has a relationship with CrowdStrike; and (iv) Partner shall promptly return to CrowdStrike any tangible sales literature, brochures, technical information, price lists, samples, evaluation units, and other materials received from CrowdStrike or if intangible, destroy such items in a secure manner.

19.7. Survival. The Sections entitled, [Ownership of Trademarks, Intellectual Property and Restrictions](#), [Confidentiality](#), [Indemnification](#), [Limitation of Liability](#), [Rights Upon Termination](#), [Survival](#) and [Miscellaneous](#) shall survive expiration or termination of the Program Agreement for any reason. Unless otherwise terminated as set forth in this Program Agreement, Orders in effect at termination shall survive the termination of the Program Agreement. The Program Agreement shall survive to the extent applicable only with respect to such Orders in effect at termination.

Agreement to any of its Affiliates. Partner may not assign this Agreement without the prior written consent of CrowdStrike except: (i) to a Partner Affiliate in connection with a corporate reorganization, or (ii) in connection with a merger, acquisition, or sale of all or substantially all of Partner's business and/or assets; provided, that in either (i) or (ii), Partner provides CrowdStrike written notice at the time of such assignment, change of control or other transfer of the Agreement. Such written notice must contain the following: Partner entity name, new entity name, new entity incorporation type and location, new entity headquarter address, new entity Partner Portal designated administrator name and email, new entity authorized signer name and email, and the effective date of assignment or change of control. Any assignment in violation of this Section (Assignment) shall be void. For Partner assignments or delegations requiring consent, CrowdStrike shall have complete discretion to grant or withhold consent. At any time, CrowdStrike may assign its rights or delegate its duties in whole or in part under the Program Agreement. If such assignment is to a third party, CrowdStrike or the new entity will notify Partner. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

20.2. Audit Rights. Partner shall maintain adequate records with respect to its performance under the Program Agreement. Upon reasonable notice and during Partner's normal business hours, CrowdStrike shall have the right to inspect and audit (either directly or indirectly through an independent third party) Partner's business records and the Offerings as necessary to verify Partner's compliance with the Program Agreement, including but not limited to, the accuracy of the amounts paid pursuant to the Program Agreement. Partner shall promptly pay the difference (plus interest) if such audit reveals an underpayment. If such audit reveals an underpayment of more than 5%, Partner shall also reimburse CrowdStrike for the reasonable costs and expenses of such audit.

20.3. Notices. All legal notices will be given in writing to: (i) CrowdStrike 150 Mathilda Place Third Floor, Sunnyvale, California, USA 94086 (attention: Legal Dept) with an electronic copy to [legal@crowdstrike.com](mailto:legal@crowdstrike.com), and (ii) Partner at the address Partner provides in the Partner Portal or that CrowdStrike otherwise has on file. Notices will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, orders, purchase orders, confirmations, invoices, notifications related to updated or discontinued Offerings and Program Guide(s) and other documents relating to the administration of the Program, order processing, and payments are not legal notices and may be delivered electronically in accordance with each party's standard procedures. Notices regarding updates to the Program Agreement, price and product changes, or Program changes, Incentives or offers may be provided through email and/or in the Partner Portal or other web interface. All such notices are effective on the day posted or emailed to Partner.

20.4. Waiver. No waiver under the Program Agreement is effective unless it is in writing, identified as a waiver to the Program Agreement, and signed by an authorized representative of the party waiving its right. Any waiver on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion or of any succeeding breach. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from the Program Agreement: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the Program Agreement; or (ii) any act, omission, or course of dealing between the parties.

20.5. Severability. In the event any term or provision of the Program Agreement is invalid, illegal, or unenforceable under any applicable law or be so held by applicable court decision, such invalidity, illegality, or unenforceability, shall not render the Program Agreement invalid, illegal, or unenforceable as a whole. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Program Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. In the event the parties are unable to agree to a modification of the Program Agreement, the court may then modify the Program Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.6. Controlling Law. The Program Agreement and all related documents including all exhibits attached hereto and arising out of or relating to the Program Agreement, whether sounding in contract, tort, or statute shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its choice of law rules or conflicts of law rules. The Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods do not apply to the Program Agreement.

20.7. Dispute Resolution and Attorneys' Fees.

20.7.1. Scope. The parties agree that any disagreement, dispute or claim that arises from or relates to this Program Agreement in any way, including, but not limited to, disputes relating to the construction, interpretation, performance, breach, termination, enforceability or validity of this Program Agreement, whether arising from law, equity, statute, common law or any other legal

20.7.2. Non-Binding Mediation. In the event of a Dispute between CrowdStrike and Partner, the Dispute shall first be submitted to non-binding mediation before a professional mediator selected by the parties. The mediation shall be conducted in Santa Clara County, California, unless otherwise mutually agreed to by the parties. The mediation shall not be more than one day in length, and the costs and expenses of the mediation, including but not limited to the mediator's fees, shall be split equally between the parties. The parties shall cover their own attorneys' fees and costs. The parties agree that they will participate in the mediation in good faith. In the event the Dispute is not resolved by mediation, or a party does not engage in mediation process within 30 days of the request for mediation, or if the mediation is not scheduled within 90 days, or one party fails to participate in the mediation as agreed herein, a party may submit the Dispute to binding arbitration.

20.7.3. Binding Arbitration. The binding arbitration shall be administered by the American Arbitration Association ("AAA") or the AAA's International Centre for Dispute Resolution ("ICDR"). Except as set forth herein, the arbitration shall be conducted either under the AAA Commercial Arbitration Rules ("Commercial Rules") or the ICDR's International Dispute Resolution Procedures ("ICDR Procedures") in existence at the time the demand for binding arbitration is made. The locale of the arbitration shall be in Santa Clara County, California, unless the parties otherwise agree to a different locale. The arbitration shall be conducted in English. The arbitration shall be conducted by a single arbitrator selected either under Rule 12 of the Commercial Rules or Article 13 of the ICDR Procedures except the AAA and ICDR shall not have the power to appoint the arbitrator under Rule 12(c) or Article 13(5). Notwithstanding the foregoing, the parties agree that the arbitrator shall be independent, impartial, and an attorney or retired judge with at least fifteen years of experience and be familiar with California substantive law. The parties agree that if there are two or more claimants and/or two or more respondents that the claimants will be treated as one party with regard to the selection of the arbitrator and the respondents will be treated as one party with regard to the selection of the arbitrator. The validity, interpretation and enforcement of the agreement to submit to binding arbitration shall be governed by the laws of the State of California without reference to any principles of choice of law or conflicts of law and the arbitrator shall apply the substantive law of California. The Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Good will not be applied. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Santa Clara County, California for the purposes of any motion to compel arbitration, for any preliminary relief in aid of an arbitration or for any injunctive relief to maintain the status quo or prevent irreparable harm prior to the appointment of the arbitrator. Notwithstanding the application of the Commercial Rules or the ICDR Procedures, the AAA and the arbitrator (or an emergency arbitrator) shall not have the authority or ability to grant emergency measures, interim relief, provisional remedies or injunctive relief.

The arbitrator and parties shall treat all aspects of the arbitration proceedings including the existence, content, and results as confidential, other than disclosures that are permitted in this Program Agreement or required by law.

Notwithstanding the terms of the AAA Commercial Rules in effect at the time that any party initiates an arbitration, or the ICDR Procedures, including, but not limited to Rules 4 and 5, of the Commercial Rules and Articles 2 and 3 of the ICDR Procedures, upon the filing of a Demand for Arbitration or Notice of Arbitration, and any response and counterclaim thereto, CrowdStrike shall make a determination of the amount in controversy, as set forth below, which will determine the tier under which the arbitration is administered and notify the opposing party and the AAA or ICDR, as applicable, of its determination within ten days of any response or counterclaim. The other party may challenge CrowdStrike's determination of the amount in controversy by filing a notice with the AAA or ICDR, as applicable, within ten days after receiving CrowdStrike's notification. If a challenge is filed prior to the appointment of the arbitrator, the parties will wait until the appointment of the arbitrator for the dispute between the parties regarding the amount in controversy to be resolved by the arbitrator and the issue shall not be determined by an emergency arbitrator. The arbitrator shall determine any dispute regarding the amount in controversy within thirty days of appointment. The arbitrator's ruling shall control the amount in controversy and, as set forth below, the procedures under which the arbitration shall be conducted.

20.7.3.1. Tier One. Where the Dispute's amount in controversy is equal to or less than \$1,000,000, taking into account the higher of either claims or counterclaims but not both, exclusive of interest, costs, and any request for attorneys' fees, the arbitration shall be subject to the AAA Commercial Expedited Procedures or ICDR International Expedited Procedures, except that the arbitration shall be resolved based on the submission of documents without any in-person or oral hearing and the arbitrator shall not have the authority to order a hearing. Discovery in such Dispute shall be limited to the exchange of documents. There shall be no other discovery allowed, including third-party discovery. Unless otherwise agreed to by the parties, the arbitrator shall issue a decision ("Underlying Award") no later than twelve months from the appointment of the arbitrator. For an arbitration performed under Tier One, the arbitrator does not have the authority to issue an award in excess of \$1,000,000 exclusive of interest, costs, and any request for attorneys' fees.

any request for attorneys' fees, the arbitration shall be subject to the AAA Commercial Rules or the ICDR Procedures. The arbitrator shall place reasonable limitations on written discovery to facilitate an efficient and expeditious proceeding, and there shall be no other discovery permitted, including depositions and third-party discovery. The parties may submit affidavits or declarations. The hearing will not include any witnesses. Unless otherwise agreed to by the parties, the arbitrator shall issue a decision ("Underlying Award") no later than twelve months from the appointment of the arbitrator. For an arbitration performed under Tier Two, the arbitrator does not have the authority to issue an Underlying Award in excess of \$5,000,000 exclusive of interest, costs, and any request for attorneys' fees.

20.7.3.3. Tier Three. Where the Dispute's amount in controversy is more than \$5,000,000, taking into account the higher of either claims or counterclaims but not both, exclusive of interest, costs, and any request for attorneys' fees, the arbitration shall be subject to the AAA Commercial Rules or the ICDR Procedures. The arbitrator shall place reasonable limitations on written discovery to facilitate an efficient and expeditious proceeding. Each side shall have no more than 3 depositions of 5 hours each. However, no CrowdStrike employee that is a Vice President or higher level may be deposed or subpoenaed to attend the hearing unless identified as a hearing witness by CrowdStrike. There shall be no third-party discovery permitted. Each side may only call witnesses to the hearing that have been deposed absent a showing of good cause. Unless otherwise agreed to by the parties, the arbitrator shall issue a decision ("Underlying Award") no later than twelve months from the appointment of the arbitrator.

The parties shall share equally in the administrative costs of the arbitration (including the fees and costs of the arbitrator) until the issuance of the Underlying Award, but the arbitrator shall have the power to award reasonable attorneys' fees and costs to be paid to the prevailing party, in addition to the reimbursement of any prior arbitration costs paid for the Dispute. The prevailing party will be entitled to recover its costs, including reasonable attorneys' fees, including without limitation, costs and fees incurred on appeal or in a bankruptcy or similar action. The prevailing party shall be the party with a net monetary recovery, a respondent that receives a dismissal, a respondent when neither the claimant or respondent obtains any relief, and a respondent as to those claimants who do not recover any relief from that respondent. The arbitrator shall not have the power to award any damages or equitable relief that conflicts with the Sections entitled (i) [Confidentiality](#), (ii) [Warranty](#), (iii) [Indemnification](#), and (iv) [Limitation of Liability](#) of this Program Agreement and will not have the power to award punitive or exemplary damages, fines, penalties statutory damages or double or treble damages. The arbitrator shall have the power to award interest under the applicable law.

Unless otherwise agreed to by the parties, any final hearing must be conducted no later than twelve months from the appointment of the arbitrator and the final hearing shall be no longer than four consecutive business days. The arbitrator shall issue the Underlying Award within 30 days of the final hearing. The Underlying Award shall be final, conclusive and binding on the parties to the arbitration. Notwithstanding the foregoing, the parties hereby agree that the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules") where the Dispute is administered under Tier Three. The Underlying Award rendered by the arbitrator shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired, if applicable. A party's rights under the Appellate Rules are in addition to a party's rights under the Federal Arbitration Act or the California Arbitration Act. Subject to the foregoing right to appeal, a judgment may be entered on the arbitrator's decision in any court of competent jurisdiction, provided, however, it is expressly understood and agreed to by the parties that in the event any party is awarded a monetary award as a result of the Underlying Award that the party will not file the Underlying Award in a court of competent jurisdiction for ten calendar days after the Underlying Award is final to provide for the payment of any such Underlying Award. In the event payment is made to the party within the ten days, the Underlying Award shall remain completely confidential, and no party will move to confirm or make the contents of the Underlying Award public. In the event there is a conflict between the Commercial Rules, the ICDR Procedures, the Appellate Rules and Section 20.7.3 ([Binding Arbitration](#)), Section 20.7.3 shall control.

20.7.4. Claims and Disputes Not Subject to Binding Arbitration. Notwithstanding Section 20.7.3 ([Binding Arbitration](#)), any claims and all allegations relating to intellectual property rights (including patent infringement or trade secret misappropriation), claims arising under the Section entitled [Confidentiality](#), and any enforcement of arbitration awards and judgments shall not be subject to binding arbitration under Section 20.7.3, and must be brought in a separate suit or action, whether legal or equitable in nature ("Lawsuit"). To the extent a party has claims under Section 20.7.3 and Section 20.7.4 the claims must be brought separately as Binding Arbitration and a Lawsuit and cannot be consolidated. The parties expressly agree that such Lawsuit shall be governed by the laws of the State of California without reference to any principles of choice of law or conflicts of law, and the court shall apply the substantive law of California. The Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Good will not be applied. The parties hereby expressly agree that CrowdStrike's principal place of business is located in Sunnyvale, California and the parties agree to submit to the

state or federal courts of California in Santa Clara County, California. Nevertheless, any challenge to the validity of a patent may be brought before the United States Patent Trial and Appeal Board or any equivalent United States or foreign bodies.

20.8. No Agency. The use of the term “Partner” is for convenience and does not reflect an intention of the parties to form a legal partnership. The parties are independent contractors under the Program Agreement, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties and nothing contained in the Program Agreement (including use of the term “Partner”) will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) create a principal-agent or employer-employee relationship, or (iii) give either Party the authority to bind the other Party to any contract with a third party.

20.9. Force Majeure. CrowdStrike, CrowdStrike’s agents and Affiliates, Partner and Partner’s agents and Affiliates shall not be liable for any delay or failure to perform for any cause beyond their reasonable control, except for the payment of money, to the extent that performance is rendered impossible by strike, fire, flood, wars, sabotage, civil unrest, governmental acts, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming party. The coronavirus COVID-19 pandemic is not an act of Force Majeure.

20.10. Entire Agreement; Order of Precedence. The Program Agreement completely and exclusively states the agreement of the parties regarding its subject matter. The Program Agreement supersedes all prior or contemporaneous proposals, agreements, understandings, representations, warranties, or other communications between the Parties, oral or written, regarding such subject matter. Other than as set forth in Section entitled *Updating the Program Agreement*, the Program Agreement shall not be modified, amended, or supplemented, except by an agreement in writing signed by CrowdStrike by its duly authorized representatives. Any provision of Partner’s purchase order or any other document or communication, including emails, text messages or unofficial communications that attempt in any way to vary, add, modify or change the provisions of this Program Agreement shall be deemed null and void and have no legal effect whatsoever.

#### Appendix 1 – Definitions.

1.1. “Affiliate” means any majority-owned subsidiary or other entity which a party controls or is controlled by, or with which it is under common control with a party.

1.2. “API” means an application programming interface that allows access to certain functionality and/or data provided by a corresponding product or service (or components thereof).

1.3. “Authorization Form” means the applicable Joint Customer’s current express written authorization (in a form reasonably acceptable to CrowdStrike and provided to CrowdStrike) allowing Partner’s access to the Joint Customer’s Product account(s), a CrowdStrike API specific to such Customer (e.g., through issuance of an API key), the CrowdStrike Content specific to such Customer, and/or the Customer Data.

1.4. “Beneficiary Agreement” means a valid and enforceable agreement between Customer and Partner that contains substantially similar terms as, and in no event is less beneficial or protective to CrowdStrike than, the terms set forth at [www.crowdstrike.com/terms-conditions/](http://www.crowdstrike.com/terms-conditions/).

1.5. “CPSP Customer” means a Customer who accesses, utilizes, or benefits from a Packaged Offering and has agreed to a Beneficiary Agreement.

1.6. “CrowdStrike API” means (i) the API identified in CrowdStrike’s “welcome letter” to Partner and/or the Partner Portal, (ii) any Documentation, and (iii) any Updates (as applicable) thereto and in each case, that may be made generally available by CrowdStrike from time to time. In the event an API is not identified in the “welcome letter” or Partner Portal, the CrowdStrike API shall be those APIs made available to a CrowdStrike Customer by CrowdStrike, or to Partner by a CrowdStrike Customer or CrowdStrike.

1.7. “CrowdStrike Content” means the information and data that is contained in or made available as part of or through the CrowdStrike Offerings, including, indicators of attack, threat actor descriptions, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Content does not include Customer Data.

1.8. “CrowdStrike Customer” means the current or potential customers of CrowdStrike and that have a then-current valid agreement with CrowdStrike for the Offerings. For the avoidance of doubt, “CPSP Customers” are not included in the definition of “CrowdStrike Customer”.

1.9. “CrowdStrike Powered Service Provider” or “CPSP” means a Partner who uses a Packaged Offering to provide services to Customers as described in the Partner Agreement. CPSP’s were formerly called “Packaged MSP’s”.

1.10. “CrowdStrike Production Content” means CrowdStrike Content provided as part of a generally available Offering in production.

generation penetration tests related to cyber security and provided on a time and material basis or at a fixed price and also sold as a retainer.

1.12. "CrowdStrike Test Content" means CrowdStrike Content provided as-is for test purposes only.

1.13. "Customer(s)" means the current or potential customers of Partner for the applicable Offerings. For the avoidance of doubt, CPSP Customers and Joint Customers are types of Customers.

1.14. "Customer Data" is defined in the [End User Agreement](#).

1.15. "Distributor" means a Partner designated by CrowdStrike to distribute the Offerings in accordance with the Partner Agreement.

1.16. "Documentation" means the end-user technical and support documentation supplied with the applicable Offering.

1.17. "Eligible Products" means the Products that CrowdStrike may in its sole discretion, from time to time, designate in the Guide or price list as Products eligible for Packaged Offerings; provided, however, that certain products, such as, Counter Adversary Operations fka Falcon Intelligence Premium and LogScale, or any future named Products shall require additional terms between Partner and CrowdStrike.

1.18. "Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

1.19. "End User Agreement(s)" means the CrowdStrike terms and conditions found here: </content/crowdstrike-www/language-masters/global/en/terms-conditions/> unless CrowdStrike and the end user have signed an agreement that CrowdStrike acknowledges governs the end user's use of the Offerings and supersedes CrowdStrike's online terms.

1.20. "Error" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

1.21. "Incentive(s)" means a form of compensation paid or made available to Partners or their personnel in exchange for the Partner or their personnel performing certain actions for the benefit of CrowdStrike. Examples of Incentives are rebates, sales performance incentive funds (SPIF's), marketing development funds, directed development funds and funded headcount.

1.22. "include" means "include" and shall be construed to mean "include(ing) without limitation".

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

1.24. "Joint Customer" means a CrowdStrike Customer who also has a then-current valid evaluation or production use license or other agreement for Partner Product(s) or Partner Services. For the avoidance of doubt, a CPSP Customer is not a "Joint Customer".

1.25. "Non-Production Integration Purpose" means solely in the applicable party's non-production environment: (i) developing, testing, and evaluating the integration between the CrowdStrike Product(s) and the Partner Product(s); and/or (ii) demonstrating the Products and/or Partner Integration to bona fide prospective Joint Customers at no cost to such prospective customers.

1.26. "Offerings" means, collectively, any Products and/or CrowdStrike Services.

1.27. "Packaged Product" means a Partner Product or Service that when marketed, distributed, licensed and/or sold by the Partner has an Eligible Product bundled with it and there is no separate price for the Eligible Product.

1.28. "Partner" is a person or entity that has agreed to the Program Agreement and been accepted into the Partner Program by CrowdStrike.

1.29. "Partner Integration" means the Partner created integration using: (i) CrowdStrike's API(s) and/or the CrowdStrike Content, and (ii) the Partner Products.

1.30. "Partner Portal" means the CrowdStrike web-based site located here: <https://partner.crowdstrike.com/s/login/> that provides information and resources for CrowdStrike partners.

correction, update, upgrade, patch, or other modification or addition made to any of the foregoing from time to time.

1.32. "Partner Program Guide(s)" or "Guide(s)" means the then-current version of the documents that describe the Program, partner types, levels, benefits and obligations applicable to Partner, including, where applicable, discounts and deal registration. The Partner Program Guide(s) consists of a Principal Partner Guide and Addenda applicable to certain partner types and can be found on the Partner Portal or by asking Partner's CrowdStrike channel representative.

1.33. "Partner Services" means the professional or other services provided by Partner to Customers in the Territory, including: (i) deployment, installation, configuration and/or management of CrowdStrike Products, and/or (ii) cybersecurity professional services, such as, incident response, table top and compromise assessments.

1.34. "Personal Data" means information used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

1.35. "Product" means any of CrowdStrike's cloud-based software or other products, the Software Component, the available accompanying API's, the CrowdStrike Content, product related services, training, and related technical and customer support, any Documentation and any Updates to any of the foregoing, that in all cases, may be made available from time to time by CrowdStrike.

1.36. "Program" or "CrowdStrike Partner Program" means the benefits and obligations that CrowdStrike makes available to Partners through various programs regarding the use, integration, resale and/or distribution of the Offerings.

1.37. "Requesting Customer" is a Joint Customer that: (i) provides Partner, or (ii) authorizes CrowdStrike via an Authorization Form to provide Partner, with access to, or use of one or more of the following: Customer's Product account(s), a CrowdStrike API specific to such Customer (e.g., through issuance of an API key), the CrowdStrike Content specific to such Customer, and/or the Customer Data.

1.38. "Restrictions" means the restrictions or requirements set forth in the Sections entitled: [Conduct and Compliance](#), [API Keys and CrowdStrike Content](#), [Product Use Requirements](#), and [Restrictions](#).

1.39. "Software Component" means a Product that is, or a component of a Product that is, downloadable object-code software.

1.40. "Subscription/Order Term" means the period of time set forth in the applicable Order during which Partner is authorized by CrowdStrike to access and use the Products.

1.41. "Territory" the country(ies) identified in the Welcome Letter or the Partner Portal where the Partner is authorized to market and sell the Offerings, and from time to time, in CrowdStrike's sole discretion, or to the extent required by law, the country designated on the CrowdStrike quote to Partner. Under no circumstances shall the Territory include any region or country where the United States government prohibits sales by United States companies, and any region or country designated as such by the United States government after the Territory is determined shall automatically be removed without further action by the parties.

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

1.43. "Updates" means any correction, update, upgrade, patch, or other modification or addition made to a Product by CrowdStrike from time to time, on as available basis.

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Company



Partners



Existing Customers



Support



 English (US)

