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Contract Number

25-201

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Tanium
Contractor Representative	Tiffany Smoot
Telephone Number	(916) 396-1184
Contract Term	April 8, 2025 through April 7, 2028
Original Contract Amount	Non-financial
Amendment Amount	
Total Contract Amount	
Cost Center	8480
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: Non-financial Subscription Agreement with Tanium for the use of its software platform for the agreement period of April 8, 2025 through April 7, 2028.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*

Bonnie Uphold, Supervising Deputy County Counsel

Date 3/31/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *Andrew Goldfrach*
Andrew Goldfrach, ARMC Chief Executive Officer

Date 3/31/2025

Subscription Agreement for Tanium Cloud

This Subscription Agreement for Tanium Cloud fka Tanium-as-a-Service (the “**Agreement**”) is entered into by and between Tanium Inc. with offices located at 2100 Powell Street, Suite 1600, Emeryville, CA 94608 (“**Tanium**”), and San Bernardino County on behalf of Arrowhead Regional Medical Center, a political subdivision organized under the laws and constitution of the State of California with offices located at 400 North Pepper Avenue, Colton, California 92324 (“**Customer**”), to permit Customer’s use of the Service and Support, each as defined herein. This Agreement is made effective as of the last date signed below (the “**Effective Date**”). Tanium and Customer may be referred to collectively as the “**parties**” or individually as “**party**.”

1. License; Ownership; Data.

1.1 License. Subject to the terms and conditions of this Agreement, Tanium grants Customer a revocable, non-transferable, non-exclusive, non-sublicensable license during the applicable Service Period (“**Subscription License**”) to: (a) access and use the internet-based service, (b) access, download, and use the proprietary client software in object code form, and (c) access, download, copy and use the APIs, sensors, scripts, packages, actions, and ‘Saved Questions’, all as made Generally Available by Tanium and provided by or on behalf of Tanium to Customer (collectively, the “**Service**”) for Customer’s internal use only and only in accordance with the Documentation. The term “Service” includes Tanium’s then-current technical documentation labeled as “*User Guides*” and made available by Tanium in English at <https://help.tanium.com/> (or successor website) for use with the Service, as updated by Tanium from time to time (the “**Documentation**”). During the Service Period, Tanium may also provide Customer with non-GA materials including ‘Labs’ or ‘Community’ content, sensors, scripts, releases, and ‘Saved Questions’ (the “**Support Materials**”). Customer may use the Support Materials during the applicable Service Period only as needed for Customer to use the Service. The term “**Generally Available**” or “**GA**” means a production version of the Service made available to Tanium’s customer base, as updated by Tanium from time to time.

1.2 Ownership. The Service and Support Materials are licensed to Customer, not sold. The Service, Support Materials, and Support provided by Tanium (“**Tanium Offerings**”) contain material that is protected by intellectual property law and by international treaty provisions. Except the specific rights expressly granted to Customer under this Agreement, Tanium retains all right, title and interest (including any and all intellectual property rights) to the Tanium Offerings and any derivative works or modifications made to the Tanium Offerings, and any data generated by or derived from Customer’s use of the Tanium Offerings.

1.3 License Metric. The Service is licensed on a per Managed OS Instance basis. A “**Managed OS Instance**” means a physical device or virtual machine where components of the Service can be installed, and where that device is capable of processing data. “Managed OS Instances” include: mobile/smart phone, diskless workstation, personal computer workstation, networked computer workstation, homemaker/teleworker, home-based system, file server, print server, e-mail server, internet gateway device, storage area network server, terminal servers, portable workstation connecting to a server or network, or container (host and/or constituent container). Certain Tanium modules may be licensed and charged on a per container basis, as more fully set forth in the Quote or Schedule. In the case of a virtual system, in addition to the virtual Managed OS Instance(s), the hypervisor is considered to be a single Managed OS Instance if components of the Service are installed at the hypervisor level.

1.4 Customer Data. As between the parties, Customer and its affiliates, licensors, partners, or suppliers will retain all right, title and interest (including any and all intellectual property rights) in and to any data or data files that Customer may upload or grant access to when using the Service (“**Customer Data**”). Customer hereby grants to Tanium a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify and display the Customer Data to provide the Service and Support. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Tanium that Customer has sufficient rights in the Customer Data to grant the rights granted to Tanium in this Section and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy, or other rights of any third party.

1.5 Customer Personal Data. Customer determines which types of data, including Customer Personal Data (as defined in the Data Processing Addendum), is processed through Customer’s use of the Service and Support. To the extent that Tanium processes Customer Personal Data on behalf of Customer while providing the Service and Support, Tanium will process such Customer Personal Data pursuant to the Data Processing Addendum found at <http://tanium.com/dpa> (or successor website), which is hereby incorporated into and made a part of this Agreement. As between Customer and Tanium, this Section 1.5 states Tanium’s entire obligation with respect to Customer Personal Data.

1.6 Tanium Cloud Customer Instance. Unless otherwise set forth in a Schedule, Tanium Cloud entitles Customer to a single service instance by default. Tanium recommends a single service instance in most cases in order to simplify usage and reporting of Customer’s endpoint environment. Customer may purchase additional instances.

2. Restrictions. Customer’s Subscription License to the Service is subject to the following license conditions and

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restrictions:

2.1 Compliance with Laws. Customer's use of the Tanium Offerings and all Customer Data (including Customer Personal Data) must be compliant with this Agreement and all applicable local, state, federal and international laws, regulations, and conventions, including, without limitation, those related to data privacy, data transfer and the exportation of technical or personal data (collectively "**Applicable Laws**").

2.2 Only for Customer's Benefit. Except to the extent expressly permitted by this Agreement, Customer must not use or permit the Service or Support Materials to be used in any manner for anyone's benefit other than Customer. Except to the extent expressly permitted by this Agreement, Customer must not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Service or Support Materials, or permit any third-party to use or copy the Service or Support Materials. Customer must not operate a service bureau or other similar service for the benefit of third parties using the Service or Support Materials. Customer must purchase each license it intends to use. Use of and access to the Service and Support Materials is permitted only by Customer-designated personnel ("**User(s)**").

2.3 Limitations on Copying and Distribution. Except as expressly set forth in this Agreement, Customer must not copy or distribute any part of the Service or Support Materials, whether directly or indirectly. Customer may make a single copy of the downloadable Support Materials for backup and archival purposes.

2.4 Limitations on Reverse Engineering and Modification. Except to the extent such a limitation is expressly prohibited by Applicable Laws, Customer must not reverse engineer, decompile, disassemble, modify, or create derivative works of the Service or Support Materials whether directly or indirectly. Customer will notify Tanium promptly upon learning of any attempt by anyone to misuse, misappropriate, copy, modify, derive, or reverse engineer the Service or Support Materials and Customer must reasonably cooperate and assist Tanium in discovering, preventing, and recovering damages for any such misappropriation, copying, modification, derivation, or reverse engineering.

2.5 Proprietary Notices. Customer must not remove any proprietary notices (e.g., copyright and trademark notices) from the Service or Support Materials. Customer must reproduce the copyright and all other proprietary notices displayed on the Service or Support Materials on each permitted copy.

2.6 Use in Accordance with Documentation. All use of the Service and Support Materials must be in accordance with the Documentation, Tanium's Acceptable Use Policy made available at <http://www.tanium.com/aup> (or successor website) (the "**AUP**"), and this Agreement.

2.7 Use of the Service. Customer determines which types of data is processed through Customer's use of the Service. Customer acknowledges that the Service is not designed to store or process any sensitive data that requires additional or different security measures beyond what is described in this Agreement. Customer is solely responsible and fully liable for ensuring that its use of the Service and Support Materials does not involve storing such sensitive data. Customer must not: (a) disable or disrupt the integrity or performance of the Service or any data or content contained therein or transmitted thereby, or (b) access the Service (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, or any other similar data mining tools) other than Support Materials or Service features provided by Tanium expressly for such purposes.

2.8 Tanium's Intellectual Property. Customer must not use the Tanium Offerings, or other Tanium Confidential Information, whether directly or indirectly through a third party, to: (a) contest the validity of any Tanium intellectual property, including the Service, (b) compete with Tanium, or (c) conduct any benchmarking or competitive analysis of Tanium products or services.

2.9 Credential Protection; Authentication. Customer must require that all Users keep user ID and password information ("**Credentials**") strictly confidential and not share such information with anyone, including any other User. Customer agrees that neither Tanium nor its suppliers have any liability under this Agreement for actions taken using Customer's Credentials, including but not limited to any unauthorized use or access caused by misuse or misappropriation of such Credentials. Customer is responsible for initiating and facilitating the removal of Service access by any User who is no longer authorized to access the Service. Customer must use multi-factor authentication when accessing the Service unless other related security measures are required in the Documentation.

- 3. Affiliates and Managing Parties.** The term "**Affiliate**" means an entity that is controlled by, controls, or is under common control of a party, where "control" means the ownership, in the case of a corporation, of more than fifty percent (50%) of the voting securities in such corporation or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity. Customer may allow its Affiliate(s) to use the Service and Support Materials provided that: (a) an Affiliate only uses the Service and Support Materials for Customer's or the Affiliate's internal business purposes and up to the authorized number of Managed OS Instances in accordance with the terms and conditions of this Agreement, and (b) Customer is responsible for and remains liable for the Affiliate's use of the Service and Support Materials in compliance with the terms and conditions of this Agreement. If Customer enters into a contract with a third party that manages Customer's information technology resources ("**Managing**

Party”), Customer may allow its Managing Party to use the Service and Support Materials on Customer’s Managed OS Instances, provided that: (i) the Managing Party only uses the Service for Customer’s internal business purposes and not for the benefit of any third party or for the Managing Party, (ii) the Managing Party agrees to comply with the terms and conditions of this Agreement, and (iii) Customer is responsible for and remains liable for the Managing Party’s use of the Service and Support Materials in compliance with the terms and conditions of this Agreement. In addition, Customer must ensure that its personnel comply with the terms of this Agreement.

4. Term and Termination.

4.1 Term. Unless otherwise set forth in the applicable Schedule, the Subscription License will commence upon the Effective Date and will continue for the duration of the Subscription License term or until this Agreement is terminated as provided in this Section, whichever occurs first (the “**Initial Service Period**”). The term of the Initial Service Period will be as set forth in the applicable Schedule.

4.2 Automatic Renewal. When expressly stated in the applicable Schedule, the Subscription License will automatically renew after the Initial Service Period for successive one (1) year terms (each, a “**Renewal Term**”), unless Customer notifies Tanium by written notice (email is acceptable) at least thirty (30) days before the beginning of a Renewal Term of its intent not to renew. “**Service Period**” means the Initial Service Period and any applicable Renewal Terms.

4.3 Termination. Either party may terminate this Agreement or any Schedule on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the material breach within thirty (30) days of such written notice, or within five (5) days of such written notice if Customer fails to make payments as required in this Agreement or Customer breaches Sections 1 (License; Ownership; Data) or 2 (Restrictions). Notwithstanding the foregoing, if a material failure is not curable, the non-defaulting party may immediately terminate this Agreement upon written notice to the other party. Subject to Applicable Laws, either party may, in its sole discretion, elect to terminate this Agreement or any Schedule on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon expiration of the Subscription License or any termination or expiration of this Agreement, the Subscription License granted in Section 1.1 (License) will automatically terminate and Tanium will (at Customer’s election) destroy, delete, or return to Customer all Customer Data in its possession or control that Tanium processes as a data processor. If Customer does not notify Tanium of its election within thirty (30) days following termination or expiry of the Service Period, then Tanium shall automatically delete all such Customer Data. In order for Customer to retain any Customer Data, Customer must access and download Customer Data from the applicable Service instance(s) prior to expiration of the applicable Service Period. Tanium may not delete Customer Data to the extent: (i) it is required by Applicable Laws to retain some or all of Customer Data, or (ii) Customer Data was archived on back-up systems. In such cases, Tanium will use commercially reasonable efforts to securely isolate and protect such Customer Data from any further processing except to the extent required by Applicable Laws. Unless otherwise stated in this Agreement or any Schedule, termination of the Agreement will not entitle Customer to a refund of any fees. Tanium reserves the right to seek all remedies available at law and in equity for Customer’s material breach of this Agreement.

5. Fees and Expenses; Payment Terms; Taxes.

5.1 Fees and Expenses. Notwithstanding anything else to the contrary, if Customer orders from a Tanium authorized business partner (“**Reseller**”), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice. This Agreement will govern Tanium’s provision and Customer’s license to the Service and Support whether Customer orders the Service and Support from Tanium or a Reseller. Unless Customer orders directly from a Reseller: (a) Customer will pay the Service and Support fees directly to Tanium and Tanium will fulfill all orders, and (b) the parties will enter into a schedule(s) or purchase order(s) (accepted by Tanium) that describes the Service and any Support to be acquired by Customer (each a “**Schedule**”). This Agreement applies to any Schedule that references this Agreement. When a purchase order is utilized as a Schedule, the purchase order must reference the Tanium-provided quote for the Service and Support (the “**Quote**”), which will be deemed incorporated by such reference, and Customer must copy the sales representative identified on the applicable Quote when submitting the purchase order. Notwithstanding anything else to the contrary, any terms and conditions in the purchase order that conflict or are inconsistent with the Quote or this Agreement will have no force or effect. The purchase order will not add or remove terms from the Quote or this Agreement. Tanium further reserves the right to expressly reject any purchase order that does not comport to the requirements of this Section.

5.2 Payment Terms. Unless otherwise set forth in a Schedule: (a) fees for Service will be billed on an annual basis, payable in advance, and (b) all amounts to be paid by Customer are due and payable thirty (30) days after Customer’s receipt of an invoice. Payments will be made by electronic transfer to a bank account designated by Tanium on the invoice in the amount of fees for the Service and Support ordered (less any applicable credits and deductions and plus any applicable taxes, shipping, and other charges). The effective date of payment will be the date on which the entire

amount due is credited to Tanium's bank account or the instrument enabling immediate collection of the entire amount due is received. All payments not made by Customer when due will be subject to late charges of the lesser of: (i) one percent (1%) per month of the overdue amount, or (ii) the maximum amount permitted by law. Customer must pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by Tanium in collecting delinquent fees.

5.3 Taxes.

- 5.3.1 All amounts payable by Customer to Tanium under this Agreement are exclusive of any taxes, levies, or duties, of any nature, that may be assessed by any jurisdiction (collectively "**Taxes**"). Customer is responsible for paying all Taxes including sales, use, excise, import or export values or fees, stamp duties, foreign withholding (if applicable to paying jurisdiction), value-added, personal property, or any other tax resulting from the delivery, possession, or use of the Service, Support, purchases of hardware, or performance of any Support in execution or performance of this Agreement. Taxes do not include any taxes payable by Tanium for its employees or for its net income.
- 5.3.2 The Service will be delivered and accessed electronically. In conjunction with the billing, collection and payment of any Taxes, Customer may provide Tanium with a primary place of use for the Service. This address will be used as the "shipped to address" on all invoices. If Customer does not provide a primary place of use, then Customer's purchase order "ship to address" will be used for these purposes. Customer will pay all Taxes relating to, or under this Agreement, unless Customer is exempt from the payment of such Taxes and provides Tanium with evidence of valid exemption certificate(s). If its tax status changes, Customer must notify Tanium in writing (email is sufficient) at least 30 days in advance of Customer's next billing cycle. If Tanium becomes entitled to a refund or credit of Taxes previously paid by Customer pursuant to this Section, any such refunded or credited amounts (including any interest received thereon) will be promptly granted as a credit memo against Customer's account or, upon Customer's request, paid over to Customer.
- 5.3.3 Unless Customer and Tanium agree otherwise, Customer will make no deduction from any amounts owed to Tanium for any un-invoiced taxes of any type. Subject to Applicable Laws, Tanium will cooperate with Customer to reduce the amount of applicable withholding taxes and Customer must not take any action that is prejudicial to obtaining an available tax exemption by Tanium. Upon Customer's written request, Tanium will provide Customer with written proof that it has made all registrations and reports required for these tax payments. If Tanium claims a tax exemption that may affect any obligations of Customer, Tanium will disclose this exemption to Customer on a timely basis and provide Customer with all exemption documentation requested by Customer. If Customer is required to withhold amounts from any payments due to Tanium hereunder as prescribed by Applicable Laws, Customer will make such withholding, remit such amounts to the appropriate taxing authorities. Customer agrees to increase the amount payable as necessary so that after making all required deductions and withholdings, Tanium receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer will indemnify Tanium from and against any disputed taxes, including interest and penalties on the Service and/or Support by the taxing authorities. If the taxation of the item(s) is disputed by the taxing authorities, Tanium will notify Customer, if practical, to work with Customer and the taxing authorities to minimize any potential deficiencies.

6. Support; Enterprise Supplemental Support and Training.

6.1 *Support.* The term "**Support**" means, collectively, the Support Services, Enterprise Supplemental Support, Training, and any other services acquired by Customer from Tanium, all of which are provided in accordance with, and governed by, the terms and conditions of this Agreement. The type, term, and level of Support are as set forth in the applicable Schedule. With respect to the Service, the support and maintenance described below in Section 6.2 ("**Support Services**") are provided during the Service Period. All Support Services are provided subject to the terms and conditions of this Agreement. Geographic limitations may apply. Unless otherwise agreed upon in writing by the parties or expressly stated in the Documentation, Support Services will be provided in English only.

6.2 *Support Services.* Unless otherwise set forth in a Schedule, Tanium will provide the following Support Services to Customer.

- 6.2.1 **General.** During the Service Period, Tanium will provide Customer with reasonable support for the person(s) designated by Customer that may contact Tanium for Support Services ("**Technical Support Contact(s)**"). Customer may contact Tanium for Support Services Monday through Friday, 7 a.m. to 7 p.m. Pacific Time, excluding Tanium holidays. Tanium will use good faith efforts to work with Customer during Customer's normal business hours in the time zone in which Customer is located to resolve any issues raised by Customer. Customer may designate up to a maximum of two (2) Technical Support Contacts and may change its designation of Technical Support Contact(s) upon written notice to Tanium.

6.2.2 **Contacting Tanium.** Customer's Technical Support Contact(s) may contact Tanium for Support Services by submitting a request via the internet-based support platform, which requires registration to use.

6.2.3 **Customer's Obligations.** Customer is responsible for: (a) preparing and maintaining their systems (e.g., multi-factor authentication) and facilities in accordance with the Documentation and specifications of the appropriate suppliers, (b) securing all required permits, inspections, and licenses necessary to use the Service, and (c) determining whether the Service meets its business needs. Customer acknowledges and agrees that Customer is solely responsible for the function, performance, and results achieved in using or accessing any Support Materials that Tanium may make available to Customer in connection with Support.

6.2.4 **Third-Party Support.** Notwithstanding anything else to the contrary in this Agreement, if Customer enters into an agreement with a Reseller under which the Reseller will provide support or maintenance to Customer for the Service ("**Third-Party Support**"), Customer must contact the Reseller, and not Tanium, for support and maintenance. Customer acknowledges that: (a) all terms and conditions related to Third-Party Support are solely subject to the agreement between Customer and the Reseller, and (b) Tanium has no responsibility or liability for Third-Party Support.

6.3 *Enterprise Supplemental Support and Training.* Enterprise Supplemental Support may be purchased by Customer and provided by Tanium in accordance with Appendix A. Product training may be purchased by Customer and provided by Tanium with respect to the Service in accordance with the training terms and conditions set forth in the applicable Schedule ("**Training**").

7. **Limited Warranty; Disclaimer; Integrations with Third-Party Software and Services.**

7.1 *Limited Warranty.* During the Warranty Period, Tanium warrants that: (a) the Service will operate in substantial conformity with the Documentation, and (b) it will use commercially reasonable efforts to screen the Service prior to delivery to Customer for viruses, Trojan horses, and other malicious code. The term "**Warranty Period**" means ninety (90) days from the Effective Date. If the Service Period is less than ninety (90) days, the Warranty Period will be for the length of the Service Period. The foregoing warranties apply only to the Service provided to Customer during the Warranty Period and are solely for the benefit of Customer. Customer has no authority to extend such warranty to any third party. The sole and exclusive remedy of Customer, and the sole and exclusive liability of Tanium, for breach of the foregoing warranties in this Section, is to repair or replace the non-conforming Service, or if repair or replacement would, in Tanium's opinion, be commercially unreasonable, then Tanium will terminate the relevant licenses and refund to Customer the portion of prepaid license fees applicable to such non-conforming Service. This warranty is contingent upon the proper installation and use of the Service as described in the Documentation and this Agreement; Tanium is not responsible for Customer's use of the Service if not operated in a manner recommended in the Documentation. Any modification to the Service by Customer or any third party may void Tanium's warranties under this Section.

7.2 *Additional Warranty.* In addition, Tanium warrants that any Enterprise Supplemental Support and Training will be provided in a professional and workmanlike manner consistent with relevant industry standards. If Tanium breaches the foregoing warranty, Customer's sole remedy will be to terminate the applicable Enterprise Supplemental Support and/or Training and receive a refund of any prepaid unused fees for such non-conforming Enterprise Supplemental Support and/or Training.

7.3 *Warranty Disclaimer.* EXCEPT AS PROVIDED IN SECTION 7.1 AND 7.2, THE TANIUM OFFERINGS ARE PROVIDED ON AN "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE TANIUM OFFERINGS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. TANIUM DOES NOT WARRANT THAT THE SERVICE OR SUPPORT WILL MEET CUSTOMER'S REQUIREMENTS; THAT CUSTOMER'S USE OF THE SERVICE OR SUPPORT WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS; THAT THE OPERATION OF THE SERVICE OR SUPPORT WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS OR DEFECTS IN THE SERVICE OR SUPPORT WILL BE CORRECTED. TANIUM DOES NOT PROVIDE WARRANTIES WITH RESPECT TO ANY NON-GA PRODUCTS, SCRIPTS, CONTENT, OR OTHER TECHNOLOGIES, INCLUDING THE SUPPORT MATERIALS AND ANY INFORMATION OR ADVICE PROVIDED BY TANIUM PERSONNEL IN THE COURSE OF PROVIDING SUPPORT. TANIUM HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY PRODUCTS OR TECHNOLOGIES USED BY CUSTOMER WHETHER INDEPENDENTLY OR IN CONJUNCTION WITH THE SERVICE.

7.4 *Integrations with Third-Party Software and Services.* The Service may contain features designed to integrate or interoperate with software or services offered by a third party ("**Third Party Integrations**"). Customer acknowledges that while Tanium will seek to offer and retain such features where commercially reasonable, Tanium reserves the

right to remove or alter any such Service features as it deems necessary. If Customer elects to use a Third Party Integration, Customer: (a) grants Tanium permission to allow the Third Party Integration or its provider to access Customer Data and information about Customer's usage of the Third Party Integrations as appropriate for the third Party Integration to interoperate with the Service, and (b) acknowledges and agrees that Tanium makes no representations or warranties, and disclaims all liability, with regard to any Third Party Integration, including the handling of Customer Data by its provider.

8. Indemnification.

8.1 Tanium Indemnities. If a third party claims that Customer's licensed use of the Service in compliance with the terms of this Agreement (a) infringes a United States patent, copyright, or trademark, or (b) misappropriates a trade secret, Tanium, at its sole cost and expense, will defend Customer against any such claim, and indemnify Customer from any damages, liabilities, costs and expenses awarded by a court to the third party claiming infringement or set forth in a settlement agreed to by Tanium. If a claim of infringement under this Section occurs, or if Tanium determines a claim is likely to occur, Tanium will have the right, in its sole discretion, to: (i) procure for Customer the right or license to continue to use the Service, (ii) modify the Service to make it non-infringing, without loss of material functionality, or (iii) replace the Service with a functionally equivalent, non-infringing service or offering. If none of these remedies is reasonably available to Tanium, Tanium may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by Customer for the infringing Service, prorated for use over the remaining unused Service Period. Notwithstanding the foregoing, Tanium has no obligation with respect to any claim of infringement that is based upon or arises out of (each of the following an "**Excluded Claim**"): (A) the use or combination of the Service with any third-party or Customer hardware, software, products, data or other materials, (B) modification or alteration of the Service by anyone other than Tanium, (C) Customer's failure to implement any workaround that would have avoided the claim, (D) Customer's use of the Service in breach of or excess of the rights granted in this Agreement, (E) any third-party components, or (F) a business method or process that is inherent to Customer's business. The provisions of this Section state Customer's sole and exclusive remedy and the sole and exclusive obligations and liability of Tanium and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Service and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

8.2 Customer Indemnities. Customer will indemnify, defend, and hold Tanium and its Affiliates and their officers, directors, agents, employees, advertisers, partners, contractors, suppliers, cloud providers, successors, and assigns harmless from any claim, demand, action, proceeding, judgment, or liability (including legal and other professional fees) from a third-party claim arising out of or related to: (a) an Excluded Claim, (b) Customer Data used by Customer (i) without the required permission(s), consent(s), right(s), or license(s), or (ii) in a manner prohibited or restricted by this Agreement, (c) Customer's violation of Applicable Laws, or (d) breach by Customer of the AUP.

8.3 Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of such claim, permit the indemnifying party sole authority to control the defense or settlement of such claim, and provide the indemnifying party with reasonable assistance in connection therewith. The indemnified party may participate in the defense at its sole cost. The indemnifying party will not enter into any settlement agreeing to any injunctive relief, payment or admission of liability affecting the indemnified party without the indemnified party's written consent.

9. Limitation of Liability.

9.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TANIUM OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY LOST REVENUE, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, REGARDLESS OF LEGAL THEORY AND EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF TANIUM AND ITS LICENSORS AND SUPPLIERS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) IS LIMITED TO THE FEES PAID BY CUSTOMER FOR THE SERVICE OR SUPPORT GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

9.3 NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF ANY OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER CUSTOMER IS MADE AWARE OF THE CIRCUMSTANCES THAT RESULTED IN SUCH CLAIM. IN THE EVENT TANIUM MAKES A REFUND OR CREDIT UNDER THIS AGREEMENT, ANY SUCH MONIES REFUNDED OR CREDITED BY TANIUM WILL BE APPLIED TO THE MEASURE OF DAMAGES SUBSEQUENTLY AWARDED BY A COURT, IF ANY.

10. Confidentiality.

10.1 “**Confidential Information**” means all information disclosed by one party or its Affiliates (“**Disclosing Party**”) to the other or its Affiliates (“**Recipient**”) in connection with this Agreement, whether disclosed orally, in writing, or by electronic means, and which is either: (a) marked “confidential” or “proprietary,” or (b) information that a reasonable person under similar circumstances would understand to be confidential. Confidential Information includes, but is not limited to, the Service and Support Materials.

10.2 Confidential Information does not include information that: (a) is generally known to the public without any breach of any obligation on the part of Recipient or any of its Representatives, (b) is lawfully obtained by Recipient from a third party who has the right to disclose it, (c) was already known by Recipient at the time of the disclosure, or (d) is independently developed by Recipient without reference to any of Disclosing Party’s Confidential Information.

10.3 The parties agree: (a) not to use the Disclosing Party’s Confidential Information for any purpose other than as specified in this Agreement (subject, in all cases, to the rights granted to Tanium in Section 11.2), (b) to protect the Disclosing Party’s Confidential Information using the same degree of care with which it protects its own Confidential Information, but in no event less than reasonable care, and (c) not to disclose Disclosing Party’s Confidential Information to any third party, except to its Managing Party, its Affiliates and its and their directors, officers, employees, agents, contractors, and representatives with a need to know and who are subject to confidentiality obligations that are no less restrictive than the terms and conditions of this Agreement (“**Representatives**”). Recipient is responsible for any breach of this Section by any of its Representatives. If required to disclose Confidential Information by law or court order, to the extent permitted by such law or court order, Recipient will provide prompt written notice to allow the Disclosing Party to seek a protective order. Recipient will provide prompt written notice if it becomes aware of any unauthorized use or disclosure of Disclosing Party’s Confidential Information.

10.4 Recipient acknowledges that monetary damages may be an insufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party may seek any legally permitted relief to protect its Confidential Information.

10.5 Notwithstanding the foregoing, Customer acknowledges and agrees that Tanium may use Customer’s Confidential Information internally at Tanium for sales/support analytics and training. In the event the parties previously executed a non-disclosure agreement related to Customer’s prospective license of the Service, the terms of this Section will supersede such non-disclosure agreement after the Effective Date.

11. Evaluation Software, Feedback and Preview Software.

11.1 *Evaluation Software.* This Section only applies to Services provided by Tanium free of charge for evaluation or lab development (collectively, “**Evaluation Service(s)**”). Subject to Section 2 (Restrictions), Tanium grants to Customer a non-transferable, non-exclusive limited license to use the Evaluation Service(s) for its internal lab development, demonstration, evaluation, training, and testing only. The term of this license is for the term set forth in the applicable License Key Notice, or if no term is described, a period of thirty (30) days following delivery of the Evaluation Service(s) (“**Evaluation Period**”). Tanium may extend the Evaluation Period in writing at its discretion. Unless otherwise agreed in writing by Tanium, Customer agrees to use the Evaluation Service(s) in a non-production environment. Customer bears the sole risk of using the Evaluation Service(s). TANIUM PROVIDES THE EVALUATION SERVICE(S) TO CUSTOMER “AS-IS” AND GIVES NO REPRESENTATION, WARRANTY, INDEMNITY, GUARANTEE OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM’S TOTAL AGGREGATE LIABILITY AND THAT OF ITS LICENSORS, SUPPLIERS AND PARTNERS IS EXPRESSLY LIMITED TO FIVE HUNDRED U.S. DOLLARS (\$500) FOR ANY AND ALL DAMAGES REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. Because the Evaluation Service(s) are provided “AS-IS,” Tanium is not obligated to provide support for them. Tanium may receive service credits from its sub-processors in association with the Evaluation Service. This Section supersedes any inconsistent term in the Agreement for purposes of the Evaluation Service(s).

11.2 *Feedback.* Customer may provide suggestions, comments, or other feedback (collectively, “**Feedback**”) to Tanium with respect to its products and services, including the Service and Support. Feedback is voluntary and Tanium is not required to hold it in confidence. Tanium may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer’s intellectual property rights to make use of the Feedback, Customer hereby grants Tanium a worldwide, irrevocable, non-exclusive, perpetual, transferable, royalty- free license, with the right to sublicense, to use the Feedback in connection with Tanium’s business, including enhancement of the Service.

11.3 *Preview Software.* If any part of the Service released to Customer has been identified by Tanium as “Beta,” “Pre-release” or “Pilot” (collectively, “**Preview Software**”), then the provisions of Section 11.1 (Evaluation Software) will apply in addition to this Section 11.3. Customer is under no obligation to use any Preview Software; doing so is in Customer’s sole discretion. Because Preview Software can be at various stages of development, operation and use of the Preview Software may be unpredictable. Customer acknowledges and agrees that: (a)

Preview Software has not been fully tested, (b) use or operation of the Preview Software should not occur in a production environment, (c) Customer's use of Preview Software will be for purposes of evaluating and testing new functionality and providing Feedback to Tanium, and (d) Customer will inform its personnel regarding the nature of the Preview Software. In addition, Tanium has no obligation to Customer to further develop or release the Preview Software or provide support for the Preview Software. If Tanium releases another version of the Preview Software or upon notice from Tanium, Customer will return or destroy all prior version(s) or release(s) of the Preview Software that it received from Tanium.

12. **Governing Law/Jurisdiction.** This Agreement will be governed by, construed and enforced in accordance with the laws in force in the State of California, U.S.A. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act as enacted does not apply. The state or federal courts of competent jurisdiction located in San Francisco, California will have exclusive jurisdiction over all disputes relating to this Agreement.
13. **General.** This Agreement together with the Schedules and any exhibits attached hereto, the Data Processing Addendum, Documentation, appendices, and the AUP, constitutes the entire understanding and agreement between Tanium and Customer with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, including without limitation the terms and conditions on any Customer purchase order, payment portal, or other document with respect to the subject matter of this Agreement (even where Tanium has not explicitly objected to them), all of which are merged in this Agreement. If this Agreement is executed using electronic signature, the parties that such electronic signature in connection with this Agreement and the transactions contemplated hereby shall be binding to the same extent as original signatures. This Agreement is provided in English and the English version will govern over any translations. This Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties and specifically referencing this Agreement, and this Agreement supersedes any non-disclosure agreement required to be signed by Tanium employees or contractors prior to accessing Customer facilities or systems. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. Any failure by Tanium to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. Any notice or consent under this Agreement addressed to Tanium should be marked "Attention Chief Legal Officer" and may be sent: (a) to the address identified on the Quote, which will be considered delivered three (3) days after deposit in the mail (registered mail) or one (1) day after being sent by overnight courier, or (b) via email, to Legal@tanium.com, which will be considered delivered when receipt is confirmed by Tanium. Any notice or consent under this Agreement addressed to Customer should be marked "Attention Chief Legal Officer" and may be sent: (i) to the address provided when purchasing the Service, which will be considered delivered three (3) days after deposit in the mail (registered mail) or one (1) day after being sent by overnight courier, or (ii) via email, to the email address provided by Customer when purchasing the Service, which will be considered delivered when receipt is confirmed by the recipient. There are no intended or implied third-party beneficiaries of this Agreement. The following provisions will survive any termination or expiration of this Agreement: Sections 1.2 (Ownership), 1.5 (Customer Personal Data), 2 (Restrictions), 4 (Term and Termination), 5 (Fees and Expenses; Payment Terms; Taxes), 9 (Limitation of Liability), 10 (Confidentiality), 11.2 (Feedback), 12 (Governing Law/Jurisdiction), 13 (General), 15 (U.S. Government Rights), 16 (Audit), 17 (Force Majeure), 18 (Construction), and Customer's indemnity obligations hereunder. Tanium may assign any of its rights or obligations hereunder as it deems necessary. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN WILL REMAIN IN EFFECT.**
14. **Export or Import.** Customer acknowledges that the Service and Support, which contain encryption, are subject to the export, import, economic sanctions, and trade restriction laws, regulations and requirements of the United States and other countries including European Union regulations. Tanium will reasonably cooperate, in Tanium's discretion, in assisting Customer with respect to an application for any required export or import licenses and approvals; however, Customer agrees and acknowledges that it is Customer's ultimate responsibility to comply with all export and import laws and that Tanium has no further responsibility after the initial sale to Customer within the original country of sale, including Customer's importation of the Service and Support into other countries. Without limiting the foregoing, Customer agrees that it will not export, re-export, re-transfer, or provide access to the Service or Support in contravention of the foregoing, or provide the Service or Support to any person, in any jurisdiction, or to any user that would create a licensing requirement under U.S. Export control and economic sanctions laws, regulations and requirements without first obtaining any such license. Customer will not export to, or use the Service or Support in, any country not supported by Tanium, including, but not limited to, embargoed and sanctioned countries as promulgated by the United States Government. Customer must defend, indemnify, and hold harmless Tanium from and against any and all damages, fines, penalties, assessments, liabilities, costs, and expenses (including attorneys' fees and expenses) arising out of or relating to any claim the Service or Support was imported, exported,

accessed, or otherwise shipped or transported by Customer in violation of Applicable Laws, rules and regulations as described in this Section.

15. **U.S. Government Rights.** The Service is commercial computer software as described in DFARS 252.227-7014(a) (1) and FAR 2.101. If acquired by or on behalf of the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.
16. **Audit.** During the term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Tanium may audit Customer's use of the Service ("**Audit**"). An Audit will generally consist of Customer providing a system-generated deployment report evidencing Customer's deployment of the Service. Customer will reasonably cooperate with Tanium and any auditor retained by Tanium in the conduct of the Audit. Audits will be conducted during Customer's normal business hours. Customer will immediately remit payment for any Service deployed in excess of the Service licenses purchased by Customer under this Agreement.
17. **Force Majeure.** Except for Customer's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, pandemic, epidemic, riot, act of God, export control regulation, laws, judgments, or government instructions.
18. **Construction.** This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.
19. **Additional Terms for Tanium Cloud for US Government (TC-USG).** TC-USG is a version of the Service offered by Tanium to Eligible Customers. "**Eligible Customers**" means federal, state, local, and tribal government entities, educational institutions, and any entity that collects, processes, or stores Customer Data for which Customer determines and Tanium agrees that the use of TC-USG is appropriate to help Eligible Customer comply with regulatory and compliance requirements of the US federal government. Any Customer that purchases, accesses, or uses TC-USG ("**TC-USG Customers**") hereby represents and warrants to Tanium that it is an Eligible Customer as defined in this Section 19 and it will strictly comply with this Section 19 and other terms in this Agreement when accessing and using TC-USG. For TC-USG Customers, the following changes are made to the terms of this Agreement:

19.1 The following is added to Section 2.7 (Use of the Service):

In addition, TC-USG Customers will not use the Service to store, maintain, process, or transmit any data that is: (a) classified, (b) federal tax information subject to Internal Revenue Service Publication 1075, (c) criminal justice information subject to the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy, or (d) that requires an authorization level higher than Federal Risk and Authorization Management Program ("FedRAMP") Moderate or Department of Defense Impact Level 2. If Customer introduces any such prohibited data onto the Service, Customer is solely responsible for all sanitization costs incurred by Tanium or its Affiliates, and any third party which Tanium uses to provide the Service.

19.2 The following is added to Section 2.9 (Credential Protection; Authentication):

In addition, TC-USG Customers will ensure (a) each User abides by the appropriate Rules of Behavior and (b) each User who has administrator access to TC-USG is a US Person, as defined by 22 CFR part 120.15 ("**US Person**"), is not subject to export restrictions under US export control laws, and is not an excluded or sanctioned party. Customer will ensure it notifies Tanium if it will appoint a new User with administrator access to TC-USG.

19.3 Information Security for TC-USG.

For TC-USG Customers, Tanium will continuously monitor the privacy and security controls consistent with its FedRAMP System Security Plan ("SSP"). In providing the Service, Tanium may use public cloud infrastructure services offered by third-party provider(s) as detailed in the SSP. Each third-party provider is responsible for managing the servers on which their cloud service is run and for providing physical security measures at their data centers. Security measures may vary by provider and more information may be available on their respective websites. This section 19.3 will take precedence over Tanium's commitments about data privacy and security in this Agreement and, except as required by law, reflects Tanium's sole commitment with respect to data privacy and security for TC-USG.

[Signature Page Follows]

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Accepted and agreed to by:
TANIUM INC.

Signed by:
BRINSON COFFMAN
By: 58F67AF19AB04B5...
Name: BRINSON COFFMAN
Title: Vice President, Contracts
Date: 3/20/2025 | 11:25 PDT

DS
CP

CUSTOMER:
SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

By: *Dawn Rowe*
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: APR 08 2025

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of San Bernardino County
By *[Signature]*
Deputy



Appendix A

Tanium Enterprise Supplemental Support

1. Enterprise Supplemental Support.

1.1 Term. Supplemental support (“**Enterprise Supplemental Support**”) may be obtained from Tanium at its then-current list price or mutually negotiated price during the Licensed Term. Unless otherwise agreed by the parties, the term of Enterprise Supplemental Support provided by Tanium will commence on the earlier of the date that Customer provides access to Customer’s Tanium environment and related systems or thirty (30) days from the order date, and will expire at the end of the purchased support term noted in the applicable Schedule or Quote (e.g., 6 months) (“**ESR Support Term**”).

1.2 General. If Customer purchases Enterprise Supplemental Support, Tanium will provide a Tanium enterprise support resource personnel (“**ESR**”), as noted on the Schedule, who will be available to provide the relevant support during the ESR Support Term. Enterprise Supplemental Support may consist of one or more of the following tasks, as further described in the Schedule or otherwise agreed to with Customer:

- assist with the deployment, configuration, and optimization of the Tanium products;
- help plan and coordinate migration from third party products;
- help plan and coordinate migration from one Tanium product to another Tanium product;
- plan, coordinate and implement other Tanium-related projects and communicate updates;
- provide consolidated reporting of current deployment status to Tanium’s senior technical and sales leadership and designated Customer representatives;
- collate technical documentation on behalf of Customer;
- help plan, communicate, and monitor the status, health and challenges associated with installation and deployment of Tanium products;
- maintain ongoing technical relationships with Customer and provide weekly reporting to Tanium’s senior technical and sales leadership and designated Customer representatives;
- track all tickets, bugs, feature requests, improvement requests and ongoing communications regarding Tanium products; and
- observe ongoing operations for potential problems and improvements; such observations will be brought to the attention of Tanium’s senior technical and sales leadership and designated Customer representatives.

The ESR will not:

- execute an action (e.g., deploying a patch) without advance approval by a designated Customer representative;
- take any action (e.g., file deletion) in the Customer environment;
- use Tanium products to perform any incident response services;
- act in a capacity to directly support third-party hardware or software on which the Tanium product is running or dependent; or
- change any settings, undertake Tanium server or client tuning or conduct advanced troubleshooting without advance approval from the designated Customer representative.

1.3 Access. Customer must provide the Tanium resource with access to Customer’s Tanium environment and related Customer’s systems within thirty (30) days from the start of the ESR Support Term (“**On-Boarding Period**”). In the event Customer fails to provide the Tanium resource with the required systems access noted above, Tanium may withdraw the assigned resource until access is granted. Enterprise Supplemental Support will be provided during normal business hours or as mutually agreed upon between Tanium and Customer. The Tanium resource may be required to be out-of-the-office due to PTO, illness, holidays, training, vacations, or meetings. If the time out-of-office impedes Customer operations, Customer may request an alternate Tanium resource to be made available; however, Customer is responsible for onboarding the alternate resource and the scheduled term will not “pause” during this time. Should the assigned resource’s employment with Tanium end, Tanium will provide Customer with a replacement resource as soon as reasonably available.

1.4 Support Materials. ESRs may provide Customer with Support Materials, including scripts, API documentation, and training materials. Tanium retains ownership in all Support Materials, and Customer’s use of the Support Materials is governed by the license terms set forth in Section 1 of the Agreement.

1.5 Customer Responsibilities. Customer and its personnel must cooperate fully with Tanium and its personnel in all respects, including, without limitation, providing information as to Customer requirements, providing access to the equipment/hardware on which the components of the Tanium products are or will be installed, and providing access to all necessary information regarding Customer’s systems. Customer is responsible for making, at its own expense, any changes or additions to Customer’s current systems, software, and hardware that may be required to support operation of the Tanium products.

1.6 Action Approver. Customer will assign an action reviewer/approver to act as the final Customer approver for all Tanium actions submitted by the ESR (“**Action Approver**”). The Action Approver will have the authority to approve all actions issued in the Tanium console. Any other requested changes to Customer’s environment will require a change review process to be agreed by the parties.

1.7 *Remote Support.* Enterprise Supplemental Support may be provided remotely via telephone or electronic communications. Customer agrees that Tanium resources may access Customer's systems during the relevant ESR Support Term, using a commercially standard remote system access tool (the "**Remote Support Tool**"). If a network connection between Tanium and Customer's systems is required for Tanium to perform Enterprise Supplemental Support, Customer will provide such access as follows:

- Customer is responsible for ensuring that: (a) its network and systems comply with specifications provided by Tanium, (b) all components of Customer's Tanium environment are accessible through the Remote Support Tool, and (c) the Remote Support Tool is installed in a timely manner for Tanium to perform the Enterprise Supplemental Support.
- Customer is responsible for acquiring and maintaining any equipment and performing any activities necessary to set-up and maintain network connectivity at and to Customer's Tanium environment.
- Customer will provide and maintain user accounts for, and access to, the Remote Support Tool for the Tanium resources, including, but not limited to, Tanium's onsite and remote resources.
- Tanium is not responsible for network connection issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Customer's Remote Support Tool client software and/or Remote Support Tool infrastructure fails to allow Tanium access to perform its obligations, Customer agrees to pay for any increased costs resulting from such failure.

[End of Agreement]

Appendix B

Service Level Agreement

Service Level Agreement.

The Service is a cloud-based services platform. The Service will be Available in accordance with the terms and conditions noted below (the "SLA"). Any notices provided to Customer will be provided via the Tanium Support Portal. If the Availability Percentage (as defined below) during a given month is less than 99.9%, Customer will be eligible to for a Service Credit (as defined below) in accordance with the Service Availability and Service Credits Table. This SLA applies to Customer's production environment only. Capitalized terms will have the meaning set forth in the Agreement unless expressly defined otherwise in this SLA.

Definitions.

"**Annual Service Fee**" means the annual subscription fee paid by Customer for the Service.

"**Available**" or "**Availability**" means the total number of minutes in an applicable month, excluding any period of time the Service cannot be accessed due to: (i) a failure of Customer's information technology environment, systems, and/or the Internet; (ii) factors beyond Tanium's reasonable control; (iii) any act or omission of Customer, its' Managing Party, a third-party, or any personnel of the foregoing; (iv) any Routine Maintenance; or (v) any Critical Response Maintenance.

"**Availability Percentage**" is calculated by subcontracting from 100% the percentage of minutes during the month in which the Service was not available.

"**Critical Response Maintenance**" means the unscheduled maintenance that is necessary to address a critical issue in the Service that, if not addressed or corrected, would: (i) cause the Service to not be Available; or (ii) threaten the security or functionality of the Service, or security of Customer's data or systems. In the event of Critical Response Maintenance, Tanium will notify Customer as soon as practical if the Service is not Available.

"**Monthly Fee**" is the fee applicable to a month of access to the Service and is calculated by dividing the Annual Service Fee for the Service by twelve (12).

"**Routine Maintenance**" means the scheduled time where the Service will be updated in order to deploy enhancements, corrections, fixes, or workarounds. If the Service will not be available for more than ten (10) hours in a calendar month due to Routine Maintenance, Tanium will notify Customer twenty-four (24) hours in advance of performing such Routine Maintenance (the "**Maintenance Notice Period**"). If Customer does not request specific times in writing for Routine Maintenance to be performed within the Maintenance Notice Period, Tanium will perform Routine Maintenance at its discretion, but will endeavor to perform during non-business hours.

"**Service Credit**" means the percentage credit of the applicable Monthly Fee, based on actual Accessibility Percentage of the same month, as set forth in the table below.

"**Total Credit**" means the total monthly Service Credit(s) that accrued during the applicable Service Period. The Total Credit will under no circumstances exceed fifteen percent (20%) of the Annual Service Fee.

Service Availability and Service Credits Table.

Accessibility Percentage	Service Credit
99.5% to 99.9%	5%
99.1% to 99.4%	7.5%
97.1% to 99%	10%

95.1% to 97%	12.5%
Below 95%	20%

To receive a Service Credit, Customer must submit a claim on the Tanium Support Portal within ten (10) days after the applicable calendar month. Tanium monitors Service Availability twenty-four (24) hours a day, excluding Tanium holidays. To reconcile Customer's request for Service Credit(s), Customer may request from Tanium:

1. dates and times the Service was not Available; and
2. calculation of the Service Credit for the applicable calendar month.

At the conclusion of the applicable Service Period, Customer and Tanium will meet to review and calculate the Total Credit due to Customer, if any. Tanium will apply the Total Credit to the fees due by Customer for the following annual Service Period. If the Customer does not renew the Service, Tanium will remit the Total Credit to Customer in the form of a refund promptly after the Service Period. Service Credits will expire upon the earlier of twelve (12) months after issuance or expiration or termination of the Service Period.

Customer acknowledges and agrees that the SLAs are performance targets only and any failure of Tanium to meet any SLA does not result in any breach of this Agreement. Without limiting Customer's rights and remedies elsewhere in the Agreement, this Section states Customer's sole and exclusive remedy, and Tanium's entire obligation and liability for any breach of the SLA.