

# TANIUM TECHNICAL PARTNER PROGRAM AGREEMENT

JANUARY 1, 2024; VERSION 2

This Tanium Technical Partner Program Agreement (“**Agreement**”) is between Tanium Inc. (“**Tanium**”) and the entity identified in the application (“**Participant**”), and is effective upon Participant’s acceptance.

BY CLICKING THE CHECK BOX ON ITS REGISTRATION APPLICATION OR ACCESSING ANY OF THE TANIUM PROGRAM MATERIALS, PARTICIPANT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. ANY PERSON ENTERING INTO THIS AGREEMENT ON BEHALF OF A PARTICIPANT HEREBY REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND PARTICIPANT TO THIS AGREEMENT AND AGREE TO ITS TERMS.

## 1. DEFINITIONS

1.1. “**Affiliate**” means an entity that is controlled by, controls, or is under common control of a party, whether directly or indirectly, 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, but such entity shall be deemed to be an Affiliate only so long as such ownership or control exists.

1.2. “**Appointment Confirmation**” means a written communication issued by Tanium accepting Participant’s request to participate in a Technical Partner Level.

1.3. “**Claims**” means any actions, demands, claims, proceedings, administrative actions, decrees, or lawsuits.

1.4. “**Costs**” means damages, fines, penalties, assessments, settlement payments, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses).

1.5. “**Intellectual Property Rights**” means all copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights, and other worldwide intellectual property and proprietary rights.

1.6. “**License Agreement**” means the Software Integration License Agreement made available on the Technical Partner Portal, as it may be updated by Tanium from time to time.

1.7. “**License Key Notice**” means a written notice from Tanium, typically via email, that provides a license key and/or login credentials and contains additional terms applicable thereto.

1.8. “**License Term**” means the term during which Tanium has granted Participant the right to use the Licensed Products as set forth in the applicable License Key Notice.

1.9. “**Licensed Product(s)**” means the Tanium software and other proprietary materials identified in the License Key Notice.

1.10. “**Participant Offerings**” means products and services provided by Participant which work with the Licensed Products, including Software Integration (as defined in the License Agreement).

1.11. “**Program Documentation**” means the Tanium Program Guide, Level-specific Tanium Program materials, additional materials available within the Technical Partner Portal, and any other materials provided to Participants by Tanium for use within the Tanium Program.

1.12. “**Tanium Offerings**” means the Licensed Products, Program Documentation, and any other software or services made available by Tanium to Participant under the Tanium Program.

1.13. “**Tanium Program**” means the Tanium Technical Partner Program and its suite of opportunities for program participants to develop products and services that interact with the Tanium Offerings.

1.14. “**Tanium Program Guide**” means program guide(s) applicable to the Tanium Program, together with attached or referenced documents, which shall be provided by Tanium to Participant or made available in the Technical Partner Portal and which may be updated by Tanium from time to time in accordance with Section 2.

1.15. “**Tanium Trademarks**” means all names, marks, logos, designs, trade dress and other brand designations used by Tanium in connection with the Tanium Offerings.

1.16. “**Technical Partner Level**” means any level under the Tanium Program, as identified on the Technical Partner Portal and described in the applicable Program Documentation.

1.17. “**Technical Partner Portal**” means the web site(s) used by Tanium for administration and communication with participants in the Tanium Program and any related or successor sites.

## 2. ENROLLMENT; ADMINISTRATION

2.1. **Technical Partner Levels.** Participant may request appointment to one or more Technical Partner Levels. Admission to a Technical Partner Level is at Tanium’s sole discretion. Each Technical Partner Level is subject to the applicable Program Documentation which forms a part of this Agreement. Upon receipt of an Appointment Confirmation, Participant is entitled to exercise the rights and receive the benefits set forth in the applicable Program Documentation, in each case subject to Participant’s compliance with the terms and conditions of this Agreement. Participant acknowledges that (i) the rights and responsibilities of Participant under any given Technical Partner

Level are more fully described in the applicable Program Documentation, (ii) Tanium reserves the right to make periodic updates to the Program Documentation, provided that no such updates may alter the (a) limitations of liability, (b) indemnities, or (c) rights in Participant’s intellectual property or Confidential Information set forth in this Agreement, (iii) any such updates are effective upon 30 days’ prior notice, (iv) such notices may be provided by Tanium via the Technical Partner Portal or via email to any email address(es) provided to Tanium by Participant in connection with the Tanium Program, and (v) Tanium may introduce new Technical Partner Levels and related Program Documentation and Participant may apply to be enrolled in such new Technical Partner Levels.

2.2. **Integration Licenses.** In connection with Participant’s enrollment in any Technical Partner Level, Tanium may grant Participant a limited integration license to use the Licensed Products. Unless the parties have executed a separate license agreement governing such use, Participant’s use of the Licensed Products will be governed by the License Agreement in effect upon the start of the License Term and any additional terms in the applicable License Key Notice. The License Agreement and applicable License Key Notice(s) are hereby incorporated by reference.

2.3. **Program Documentation.** In connection with Participant’s enrollment in any Technical Partner Level, Tanium grants to Participant a limited, revocable, non-exclusive, non-transferable right and license to use the Program Documentation solely for its internal business purposes. Participant shall not remove any proprietary notices (e.g., copyright and trademark notices) from the Program Documentation.

2.4. **No Subcontracting.** To the extent permitted by law, Participant may not authorize or appoint any subcontractors or other third parties to exercise its rights or perform its obligations under this Agreement without Tanium’s prior written consent. Participant agrees that if, in compliance with this Section, Participant engages subcontractors or other third parties to exercise its rights or fulfill its obligations under this Agreement, Participant is and will be fully liable for all acts or omissions for each third party.

2.5. **Participant Offerings.** Participant shall be solely responsible for its products and services, including the Participant Offerings, and shall not state or imply, without Tanium’s prior written consent in each instance, that any Participant products or services or Participant Offerings have been developed, endorsed, reviewed or otherwise approved by Tanium.

## 3. INTELLECTUAL PROPERTY OWNERSHIP

3.1. **Tanium Intellectual Property.** The Tanium Offerings contain material that is protected by copyright, patent, trade secret law, and other intellectual property law, and by international treaty provisions. As between the parties, all Intellectual Property Rights in the Tanium Offerings, Tanium Trademarks, and Confidential Information provided by Tanium remains the sole and exclusive property of Tanium or its licensors, as applicable (collectively, “**Tanium Intellectual Property**”). Tanium reserves all rights to the Tanium Intellectual Property not specifically granted herein.

3.2. **Participant Feedback.** Participant may provide suggestions, comments or other feedback (collectively, “**Feedback**”) to Tanium with respect to the Tanium Offerings or Tanium’s other products and services. Feedback is voluntary. Tanium may use Feedback for any purpose without obligation or accounting of any kind. To the extent a license is required under Participant’s intellectual property rights to make use of the Feedback, Participant hereby grants Tanium an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Tanium’s business, including the development and enhancement of Tanium’s products and services.

3.3. **No Joint Development.** The parties do not intend to jointly develop any Intellectual Property Rights in connection with this Agreement. If the parties anticipate the need for joint development, they will enter into a separate agreement addressing the applicable Intellectual Property Rights.

## 4. TRADEMARK USAGE

4.1. **Tanium Trademarks.** Participant may not use any of the Tanium Trademarks except as set forth in the applicable Program Documentation or otherwise pursuant to Tanium’s prior written approval. If Participant is granted a trademark license in the applicable Program Documentation, Participant agrees that (a) Tanium must be referenced as the owner of the Tanium Trademarks; (b) Participant’s usage of the Tanium Trademarks shall be in accordance with the Tanium Trademark Usage Guidelines, located at <https://www.tanium.com/trademarks/>; (c) all use of the Tanium Trademarks and goodwill therefrom, shall inure to the benefit of Tanium; and (d) its use of the Tanium Trademarks is limited to the license expressly granted in the Program Documentation. Tanium may, in its sole discretion, immediately terminate any license to the Tanium Trademarks.

4.2. **Participant Trademarks; Marketing.** Participant grants to Tanium a limited, nonexclusive, worldwide right to use Participant's name and trademarks in marketing, advertising, and other similar materials solely for the purpose of promoting Participant's role as a participant in the Tanium Program, but Tanium shall have no obligation to do so. Participant agrees that, notwithstanding any opt-out or unsubscribe requests submitted by Participant's agents prior to the Effective Date, Tanium may send marketing communications relating to the Tanium Program and the Tanium Offerings to Participant's agents.

4.3. **Press Releases.** Neither party may issue any press release regarding the existence or content of this Agreement without the other party's prior written approval (which may be via email). Notwithstanding the foregoing, the parties may use content in a press release where that same content is substantially similar to content that has been previously approved by the other party in accordance with the provisions of this Section.

5. **EXPORT AND IMPORT.** Participant shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Tanium Offerings. Without limiting the foregoing, (i) Participant represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Participant will not permit its users to access or use the Tanium Offerings in violation of any U.S. export embargo, prohibition or restriction. Participant will defend and indemnify Tanium and its Affiliates and its and their respective shareholders, directors, officers, managers, members, employees, agents, and contractors from and against any third-party Claims arising out of Participant's breach of this Section and any Costs resulting from the defense or settlement of such Claims.

#### 6. COMPLIANCE WITH LAWS

6.1. **Compliance.** Each party will comply with all national, state, and local laws and regulations (collectively, "**Laws**") as they relate to the performance of this Agreement, including any applicable anti-corruption laws.

#### 7. WARRANTY; DISCLAIMER OF WARRANTIES

Each party warrants that it has the full right and power to enter into this Agreement. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, TANIUM DOES NOT MAKE ANY WARRANTIES OF ANY KIND RELATED TO THIS AGREEMENT, THE TANIUM PROGRAM OR THE TANIUM INTELLECTUAL PROPERTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TANIUM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 8. CONFIDENTIAL INFORMATION

8.1. The parties agree to hold each other's Confidential Information in strict confidence and not to use each other's Confidential Information for any purpose other than for the purpose of carrying out its obligations or exercising its rights under this Agreement (the "**Purpose**") and not to make each other's Confidential Information available in any form to any third party (other than the receiving party's Affiliates, employees, agents or consultants who have a need to know such information for the Purpose) provided that in no event shall Participant disclose any Tanium Confidential Information to any Tanium competitor unless approved in writing by Tanium. The receiving party shall have an appropriate agreement with each such employee, agent, or Affiliate sufficient to enable receiving party to comply with all terms of this Agreement and shall be responsible for any breach of this Section by such employees, agents, consultants or Affiliates. The receiving party will use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, but in no event less than reasonable care.

8.2. "**Confidential Information**" means all information or material which (i) is marked confidential or proprietary; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential. Tanium's Confidential Information includes, but is not limited to, the Tanium Offerings, techniques, processes and technical and marketing information which is supplied by Tanium in connection with this Agreement.

8.3. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation under this Section with respect to Confidential Information which the receiving party can show: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party without any confidentiality restriction; or (iii) is independently developed by the receiving party without any use of the disclosing party's Confidential Information. Participant may not use any Confidential Information or data disclosed by Tanium in connection with this Agreement to contest the validity of any Tanium intellectual property. Any such use of Tanium's Confidential Information and data shall constitute a material, non-curable breach of this Agreement.

8.4. The receiving party will notify the disclosing party in writing immediately after learning of or having reason to suspect any breach of this Section. If the receiving party is required to disclose Confidential Information pursuant to law, to the extent permissible under the Law, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

8.5. Each party acknowledges that due to the unique nature of the other party's

Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

9. **PERSONAL DATA.** Except as set forth in the License Agreement, the parties do not contemplate disclosing personally identifiable information ("**Personal Data**") other than business contact information disclosed in the ordinary course of business under this Agreement. The parties will use good faith efforts to limit the amount of Personal Data shared to the minimum required to perform under this Agreement.

#### 10. LIMITATION OF LIABILITY

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, (A) IN NO EVENT WILL EITHER PARTY AND ITS SUPPLIERS, VENDORS OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, OR DAMAGES FOR PERSONAL INJURY, LOST PROFITS, REVENUES, OR GOODWILL, LOST DATA, OR BUSINESS INTERRUPTION, IN EACH CASE ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE TANIUM OFFERINGS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE ENTIRE LIABILITY OF EACH PARTY AND ITS SUPPLIERS, VENDORS, AND AFFILIATES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO ONE THOUSAND U.S. DOLLARS. THE FOREGOING IS INTENDED TO BE AN AGGREGATE LIMIT, NOT PER INCIDENT.

10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SECTION 10.1 DOES NOT APPLY TO OR LIMIT LIABILITY OR DAMAGES ARISING UNDER OR RELATED TO: (A) EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, (B) PARTICIPANT'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, (C) PARTICIPANT'S VIOLATION OF ANY LICENSES TO TANIUM TRADEMARKS OR TANIUM OFFERINGS GRANTED IN THIS AGREEMENT, OR (D) EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIAL INFORMATION).

#### 11. TERM AND TERMINATION

11.1. **Term.** This Agreement shall begin on the Effective Date and will continue in effect until terminated in accordance with its terms. Either party may terminate this Agreement for convenience at any time upon written notice to the other party.

11.2. **Rights and Obligations Upon Termination.** Upon termination of this Agreement, all rights and licenses granted pursuant to this Agreement and the License Agreement shall terminate and revert to Tanium. In addition, upon termination or expiration of the Agreement, Participant shall (a) immediately terminate all use of Tanium's Confidential Information and shall return all copies thereof to Tanium or, at Tanium's instruction, shall certify in writing that it has destroyed such Confidential Information, (b) to the extent Participant was granted the right to use Tanium Trademarks pursuant to the Program Documentation, immediately cease all use of, and remove from its website, all Tanium Trademarks and any links to a Tanium website, and (c) no longer identify or hold itself out as a participant in the Tanium Program.

12. **ASSIGNMENT.** This Agreement is not assignable by Participant, whether by operation of law or otherwise, and the obligations imposed on Participant may not be delegated without Tanium's prior written authorization. Any attempt to assign or transfer any of Participant's rights, duties, or obligations under this Agreement without Tanium's consent shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their permitted successors and assigns.

#### 13. MISCELLANEOUS

13.1. **Independent Contractors.** Participant is an independent contractor acting at its own risk, and neither Tanium nor Participant is a legal representative, agent, partner, employee, or franchisee of the other, nor does this Agreement create a joint venture between Tanium and Participant. Subject to Section 8 (Confidential Information) and Tanium's Intellectual Property Rights, the parties agree that either party is free to enter into similar agreements with other parties. Participant shall not represent itself as Tanium's agent or representative.

13.2. **Non-Waiver.** Failure by either party to insist on strict performance or failure to exercise a right when entitled does not prevent either party from doing so at a later time.

13.3. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

13.4. **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding that body of law applicable to choice of law. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in King County, Washington and the parties submit to the personal jurisdiction of such courts for

purposes of any action or proceeding.

13.5. Survival. The terms of Sections 3, 8, and 10-13, together with any other terms necessary for the interpretation or enforcement of this Agreement, survive termination of this Agreement.

13.6. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and no term of this Agreement shall be enforceable by a person who is not a party to the Agreement.

13.7. Force Majeure. Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control.

13.8. Merger; Amendment. This Agreement (including any documents incorporated by reference herein) constitutes the entire understanding between Tanium and Participant and supersedes any and all proposals, oral or written, and all communications between the parties relating to this subject matter hereof. This Agreement supersedes the nondisclosure agreement entered into by Participant and Tanium, if any, during Participant's inquiry, registration, or application process in respect of the Tanium Program. In the event of a conflict between the terms of the documents incorporated into the Agreement, the order of precedence is as follows: (a) the License Agreement; (b) the main body of this Tanium Technical Partner Program Agreement; (c) Tanium Program Guide; (d) Program Documentation; (e) Appointment Confirmations; and (g) License Key Notices; in each case except if any of the foregoing documents expressly supersedes

a conflicting provision in another by reference thereto. Tanium reserves the right to update any URLs or websites referenced in this Agreement from time to time. Except for the rights of amendment reserved by Tanium herein, this Agreement may be amended or modified only by written agreement between the parties, which can include electronic signature, but may not be modified by email or any oral communication by the parties.

13.9. Counterparts. This Agreement may be executed in any number of counterparts or valid electronic signature, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one agreement.

13.10. Notice. Any notice under this Agreement addressed to Tanium should be sent to 2100 Powell St., #1600, Emeryville, CA 94608 (Attn: Legal) with a copy to [legal@tanium.com](mailto:legal@tanium.com). Any notice under this Agreement addressed to Participant should be sent to the address provided by Participant when enrolling in the Tanium Program. Notwithstanding the foregoing, Participant agrees that Tanium may also deliver any notice related to this Agreement (i) by posting such notice on the Technical Partner Portal or (ii) by emailing such notice to any email address(es) provided to Tanium by Participant in connection with its participation in the Tanium Program.

13.11. 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.