

TECHNOLOGY INTEROPERABILITY AGREEMENT

*****IMPORTANT*****

THIS AGREEMENT IS INTENDED TO BE LEGALLY BINDING. BY CLICKING THE “AGREE” OR “ACCEPT” BUTTON BELOW AND/OR CONTINUING TO DEVELOP INTEGRATIONS AND OR USE TENABLE APIs OR NFR LICENSES LICENSE YOU INDICATE:

(1) YOUR ACCEPTANCE OF THIS AGREEMENT;

(2) YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM; AND

(3) YOU ARE AUTHORIZED TO BIND COMPANY TO THE TERMS OF THIS AGREEMENT.

*****IF YOU DO NOT WISH TO ACCEPT THE TERMS OF THIS AGREEMENT OR ARE NOT AUTHORIZED TO DO SO, PLEASE CLICK THE “REJECT” OR “DECLINE” OR OTHER SIMILAR BUTTON.**

This Technology Interoperability Agreement (this “Agreement”) is entered into by and between Tenable and the technology partner accepting this Agreement (“Partner”), and is effective as of the date after which both Partner clicks to accept the terms of this Agreement and Tenable provides written notice to Partner ratifying terms of the Agreement (“Effective Date”). Each Tenable and Partner may be referred to as a “Party” or together, the “Parties”.

1. Definitions.

“Confidential Information” means all non-public information or trade secrets disclosed in connection with this Agreement. This shall include information disclosed in writing, orally or in other form by the disclosing Party to the receiving Party. Confidential Information includes, but is not limited to, each Party’s respective Products, official Documentation, customer information, price lists, intellectual property as well as the terms of this Agreement.

“Customer” means a third party to whom either Party sells or distributes its Products.

“Documentation” means any documentation made by a Party related to that Party’s Products. This includes, but is not limited to, user and installation manuals.

“Interoperability” means the feature, design, software or other development created by a Party under this Agreement intended to create a functionality between the Party’s Products.

“Product” means each Party’s respective products or services (including software and/or SaaS) which it offers to its customers.

“Program” means Tenable’s Technology Ecosystem Program. Current Program details are available at the following URL: <http://www.tenable.com/technology-ecosystem-program-details>. Tenable may update the Program materials at any time in its sole discretion.

“Trademarks” mean trademarks, trade names and/or service marks, logos, or other similar designations.

2. Cooperation.

(a) Partner shall attempt to join the Program and/or become Partner validated in accordance with the Program details.

(b) Under this Agreement and the Program, either: (i) Tenable, (ii) Partner, or (iii) Tenable and Partner jointly shall undertake to create an Interoperability.

(c) The Parties shall cooperate in good faith to identify joint business opportunities in connection with such Interoperability. The level of collaboration and joint marketing and/or sales shall be set forth in the Program details.

3. Product Licenses. In connection with the Program, each Party may (in its sole discretion) license its Products to the other Party.

(a) NFR Licenses. If the licensing Party licenses its Products (including any APIs, whether publicly available or private) to the other Party in connection with this Agreement and the Program, such license shall be fully revocable, non-sublicensable, non-transferable, non-exclusive and limited solely for the purposes of participating in the Program and/or to create an Interoperability under this Agreement. Neither Party is required to provide the foregoing licenses. Any such license shall be a “*Not For Resale*” License or “*NFR*” License. Such NFR license shall begin upon delivery and shall continue for the NFR Period. Either Party may terminate such NFR license for convenience upon 10 days written notice and immediately upon material breach of any term of this Agreement. The “NFR Period” shall be a period of ninety (90) days from delivery or any other time period agreed upon by the Parties. The Parties may mutually extend the NFR Period, confirmation of which will occur via email; provided, that Tenable has no obligation to extend the NFR Period for any Partner. A Party may make available certain application programming interfaces (“API”) to enable the other Party to build Interoperability. Such APIs shall be included in the license grant of the associated NFR License. For the avoidance of doubt, distribution of the Interoperability in accordance with this Agreement and the Program shall not be in violation of the NFR license.

(b) Lab Access. This Section 3(b) shall only apply if Partner wishes access to Tenable run lab environment for the purposes of creating an Interoperability. Tenable may in its sole discretion grant Partner limited access to Tenable’s lab environment solely for this purpose. Any lab access granted to Partner shall be pursuant to the licenses set forth in Section 3(a) above. Such access will be free of any warranty.

(c) License to Interoperability. If either Party creates an Interoperability (alone or together with the other Party), such creating Party agrees to license such Interoperability to the other Party and such license shall be revocable, non-sublicensable, non-transferable, non-exclusive and limited solely for the purposes of participating in the Program. Any license of an Interoperability shall specifically include the right to test and or validate such Interoperability.

(d) Prohibitions; License Restrictions. Neither Party shall purport to take on any obligation or responsibility, or make any representation, warranty, guarantee or endorsements to anyone (including Customers) on behalf of the other Party related to that Party’s Products. Except as specifically permitted in the Program, Partner shall not state or imply that any of Partner’s Products have been endorsed, reviewed, certified, or otherwise approved by Tenable. Neither Party shall directly or indirectly: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the other Party’s Products; (ii) reproduce, modify, translate or create derivative works of all or any part of the other Party’s Products; (iii) remove, alter or obscure any proprietary notice, labels, or marks on the other Party’s Products; (iv) use the other

Party's Products in a service bureau, application service provider or similar capacity; (v) use the other Party's Products in order to create competitive analysis or a competitive product or service; (vi) copy any ideas, features, functions or graphics in the other Party's Products; (vii) use the Products in such a way as to create an unreasonable load on the licensing Party systems; or (viii) use the Products in a manner that may constitute any attack, hack, crack, or any other unauthorized access, malicious usage or unlawful activity. For the avoidance of doubt, Tenable's Products are not licensed for and may not be used for: (1) production purposes; (2) scanning any third-party networks, targets or assets which are not owned by Partner; or (3) providing any services to Partner's customers. Partner shall indemnify Tenable for all claims and actions that arise out of or relate to breaches of this Section 3(d). Furthermore, if Partner intentionally or unintentionally requests or performs scans on third party scan targets, Partner agrees that Tenable may provide all relevant information to the owner of the scan targets of such unlawful or impermissible scanning as well as to relevant legal authorities, and such disclosure shall not be considered a breach of confidentiality.

4. Trademarks.

(a) Tenable Trademarks. Once validated as a Partner under the Program: (i) Tenable authorizes Partner to identify Tenable as a "technology partner" in marketing or sales materials and to use any pre-approved material provided by Tenable in any manner reasonably related to marketing of the Interoperability; and (ii) Tenable grants to Partner a limited, non-exclusive, non-transferable, non-sub-licensable right to utilize Tenable's Trademarks in the form, proportion, style and coloring provided by Tenable from time to time solely for the purpose of promoting and marketing the Interoperability in accordance with this Agreement. Partner agrees to adhere to the trademark and logo guidelines set forth in the following URL: www.tenable.com/brand. If Partner is not validated under the Program, then Partner may only use Tenable's logo with prior written consent.

(b) Partner's Trademarks. Partner authorizes Tenable to identify itself as a "technology partner" in any marketing or sales materials and to use any material provided by Partner in any manner reasonably related to marketing or sales of the Interoperability. Partner hereby grants to Tenable a limited, non-exclusive, non-transferable, non-sub-licensable, worldwide right to utilize Partner Trademarks solely for the purpose of promoting and marketing the Interoperability in accordance with this Agreement. Tenable shall adhere to the branding and Trademark usage guidelines which are provided by Partner.

(c) Marketing. Once validated as a Partner under the Program, should a Party undertake to promote and market the Interoperability to potential Customers, such Party will undertake such promotion and marketing at all times in a manner that reflects favorably on the other Party's goodwill and reputation. Without limiting the generality of the foregoing, neither Party will make any representations, warranties or descriptions regarding the performance, functional characteristics or other aspects of the other Party's Products that is beyond those stated in each Party's then-current Documentation and pre-approved marketing and promotional materials for such Product. Partner will not issue a press release mentioning Tenable or Tenable Products without Tenable's prior written consent. Other than as specifically set forth in this Agreement, Partner shall not make any public comments mentioning Tenable, Tenable Products, or the partnership contemplated herein in this Agreement.

5. Ownership.

(a) Ownership of Product. Each Party shall at all times remain the owner of their Products and this Agreement does not grant the receiving Party any rights in such Products which are not expressly provided herein.

(b) Ownership of Interoperability. Each Party shall be the sole owner of any Interoperability which it creates under this Agreement.

6. Support Provisions. Each Party shall be solely responsible for providing support or maintenance to their own Customers and for their own Products.

7. Term & Termination.

(a) Term. The term of this Agreement shall commence on the date of the final signature below or on the date Partner accepts this Agreement electronically. This Agreement shall remain in effect until terminated in accordance with this Agreement. Either Party may terminate this Agreement or any license provided hereunder: (i) for convenience at any time upon at least sixty (60) days' prior written notice; or (ii) immediately upon any material breach of this Agreement by the other Party.

(b) Effect of Termination. Upon termination or expiration of this Agreement, each Party shall: (i) return or destroy the Confidential Information of the other Party that is in the possession or control of the receiving Party (including the other Party's Product or Interoperability); (ii) cease to use the other Party's Products or any Interoperability created by the other Party; (iii) cease to use any marketing materials or documentation associated with the other Party's Products or Interoperability; (iv) cease to use or publish the other Party's Trademarks and use commercially reasonable efforts to remove such Trademarks from any website or existing publications. Nothing herein shall prevent a Party from providing maintenance or support to an existing Customer; provided, however, Partner may not continue to market themselves, their Products or Interoperability as "validated" or a "Partner" under the Program.

(c) Surviving Provisions. Any terms of this Agreement which by their nature extend beyond termination as well as any rights or obligations that have accrued prior to termination or expiration, will survive such termination.

8. Confidentiality.

(a) Obligations. Each Party agrees to only use the Confidential Information in connection with this Agreement and the Program. The receiving Party agrees to hold the disclosing Party's Confidential Information confidential and to use at least the same level of protection against unauthorized disclosure or improper use as the receiving Party normally uses to protect its own information of a similar character, but in no event, less than a reasonable degree of care. The terms of this Section 8 shall supersede any separate non-disclosure agreement between the Parties with regards to the disclosure of Products or Confidential Information hereunder.

(b) Exclusions. Confidential Information shall not include information that: (i) is already known to the receiving Party free of any confidentiality obligation; (ii) is or becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received by the receiving Party from a third party without any restriction or confidentiality obligation; or (iv) is independently developed by the receiving Party without reference to the Confidential Information

(c) Disclosures. The receiving Party may disclose Confidential Information if required to do so by law provided the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek any appropriate protective order and/or take any other action to prevent or limit such disclosure. If required hereunder, the receiving Party shall furnish only that portion of the Confidential Information disclosure of which is legally required. The receiving Party acknowledges and agrees that the breach of any term, covenant or provision of this Section 8 may cause irreparable harm to the disclosing Party and, accordingly, upon the threatened or actual breach by the receiving Party of any term, covenant or provision of this Section 8, the disclosing Party shall be entitled to seek injunctive relief, together with any other remedy available at law or in equity. The receiving Party will notify the disclosing Party promptly of any unauthorized use or disclosure of the disclosing Party's Confidential Information and cooperate in good faith and use commercially reasonable efforts to recover the Confidential Information and/or prevent future unauthorized use or disclosure.

9. Warranties; Disclaimer.

(a) Warranties. Each Party hereby represents and warrants that it: (i) will not intentionally harm the reputation or goodwill of the other Party through any act or omission; and (ii) use commercially reasonable efforts to ensure that any Product licensed to the other Party is free from any virus or other harmful code at the time of delivery.

(b) Disclaimer. Except as set forth in this Agreement, all Products, Interoperability and/or Confidential Information disclosed under this Agreement is provided "as is" and without any warranty. Each Party hereby disclaims and excludes any other warranty whether express or implied. Neither Party makes any warranty or representation regarding the accuracy of Confidential Information or the appropriateness of any Product or Interoperability for any particular use.

10. Limitations of Liability.

(a) Indirect Damages. In no event shall either Party be liable for any indirect damages under this Agreement including, but not limited to, any loss or damage for lost profits, revenues, data or similar economic loss, or for any consequential, special, incidental, indirect or punitive damages, whether in contract, tort or otherwise, arising out of or in connection with this Agreement, even if such Party has been advised of such claim.

(b) Direct Damages. In no event will either Party's total, aggregate liability arising from or related to this Agreement (including for negligence, strict liability, breach of contract, warranty, and other contract or tort claims) exceed Ten Thousand Dollars (\$10,000 USD).

(c) Exclusions. The limitations of liability set forth in this Section 10 shall not apply to damages resulting from: (i) gross negligence, willful misconduct or fraud; or (ii) violations of license grants and/or license restrictions set forth herein.

11. Technical Data. Technical Data" means data Partner uploads or runs through or on the Products, or is otherwise generated thereby, including information regarding licensing metrics and product behavioral data. Provided that Tenable shall not publicly disclose any Confidential Information, Tenable may: (i) use Technical Data for reasonable business purposes, including Support Services, license validation, research and development, feature creation, and Product testing; (ii) include aggregated and anonymized Technical Data in public materials; and (iii) retain Technical Data which is anonymized after the termination of this Agreement.

12. Referral Program. Upon validation and Partner's formal acceptance into the Program, Partner shall automatically be qualified for Tenable's Partner Referral Program (terms and conditions located here: https://static.tenable.com/marketing/partners/Referral_Terms_and_Conditions_for_Technology_Ecosystem_Partners.pdf). Partner's participation in any such Referral Program is optional and in Partner's sole discretion.

13. General.

(a) Governing Law. This Agreement shall be governed in all respects by the laws of the State of Maryland, without regard to conflicts of law rules or principles that would dictate a different governing law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The Parties, their agents, and their affiliates shall engage in ethical and legal practices when conducting activities in the United States or abroad, and comply with all applicable laws, statutes and regulations relating to the distribution Products and the performance of their duties and obligations under this Agreement. The Parties must comply with all anti-corruption laws, both domestically and internationally. This includes, but is not limited to, the U.S. Foreign Corruption Practices Act of 1977, as amended, and the UK Bribery Act of 2010. As such, the Parties are strictly prohibited from promising, offering, providing, authorizing, requesting, or accepting money or anything else of value, directly or indirectly, to or from any person while knowing or having reason to know that all or a portion will be offered, given or promised, directly or indirectly, to a government official for the purpose of: (i) influencing any act of decision of such government official; or (ii) inducing such government official to use his influence to assist either Party in obtaining or directing business to any other third party. Each Party must ensure that any subcontract for work related to this Agreement includes substantially the same obligations contained in this Section.

(b) Severability; Amendment. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law; the remainder of this Agreement shall remain in full force and effect. Amendments or changes to this Agreement must be in writing and be executed by both Parties to be effective.

(c) Assignment. Neither Party may assign or otherwise transfer this Agreement, or its rights or duties hereunder, in whole or in part, by operation of law or otherwise, without the other Party's prior written consent, except to an affiliate, subsidiary, or a successor-in-interest of all or substantially all of the assigning Party's assets.

(c) Other. The Parties are independent contractors for all purposes under this Agreement. Neither Party shall be liable for any delay or failure due to force majeure and other causes beyond its reasonable control. The Parties do not intend that any term of this Agreement be enforceable by any third party. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of any other provision or of such provision on any other occasion. Any notices or consents under this Agreement to Partner shall be sent to the email address used when electrically accepting this Agreement, or if this Agreement is executed, to the email address in the signatory block below (if any), or such other address as you may specify in writing by notice. All Notices to Tenable shall be addressed to Legal@tenable.com and to techpartners@tenable.com, or such other address as Tenable may specify in writing by notice.