

## Non-Disclosure Agreement

This Non-Disclosure Agreement (the “**Agreement**”) is entered by and between Tanium Inc. (“**Tanium**”) and the company identified on the registration form (the “**Company**”) and is effective as of the last date signed below (the “**Effective Date**”). The “**Purpose**” of this Agreement is to enable a potential business transaction or market alliance between the parties.

### 1. CONFIDENTIAL INFORMATION

(a) “**Confidential Information**” means all information disclosed by Tanium or its Representatives to the Company or its Representatives before, on, or after the Effective Date, whether disclosed orally, in writing, or by electronic means, and which is either (i) identified as “confidential” or “proprietary” or (ii) information which a reasonable person under similar circumstances would understand to be confidential, including but not limited to financial and business information, product plans and roadmaps, technical documentation, methodologies and know-how, and information regarding each party’s customers, partners, and personnel.

(b) Confidential Information does not include information that: (i) is generally known to the public without any breach of any obligation on the part of Recipient or any of its Representatives; (ii) is lawfully obtained by the Company from a third party who has the right to disclose it; (iii) was already known by the Company at the time of the disclosure; or (iv) is independently developed by the Company without reference to any of Tanium’s Confidential Information.

### 2. OBLIGATION OF NON-DISCLOSURE

The parties agree: (i) not to use Tanium’s Confidential Information for anything other than the Purpose; (ii) to protect Tanium’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 (iii) not to disclose Tanium’s Confidential Information to any third party, except to 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**”). The Company is responsible for any breach of this Agreement by any of its Representatives. If required to disclose Confidential Information by law or court order, the Company will provide prompt written notice to allow Tanium to seek a protective order. The Company will provide prompt written notice if it becomes aware of any unauthorized use or disclosure of Tanium’s Confidential Information.

### 3. NO WARRANTY

All Confidential Information is provided “as is”. Neither party makes any warranty, express, implied or otherwise, as to the accuracy, completeness or performance of any Confidential Information.

### 4. RETURN OF CONFIDENTIAL INFORMATION

At Tanium’s request, the Company will promptly delete or return any Confidential Information. Notwithstanding the foregoing, the Company may retain copies of Confidential Information in order to meet its legal or regulatory obligations, provided the Company continues to handle the retained information in accordance with this Agreement.

### 5. INJUNCTIVE RELIEF

The Company acknowledges that monetary damages may be an insufficient remedy for unauthorized disclosure of Confidential Information and that Tanium may seek injunctive and other equitable relief to protect its Confidential Information.

### 6. MISCELLANEOUS

(a) All Confidential Information shall remain the property of Tanium. Nothing in this Agreement shall be construed as granting any right or license to the Company, except as specifically set forth in this Agreement. This Agreement does not require either party to disclose information, perform any work, or enter into any license, business engagement or other agreement.

(b) This Agreement constitutes the entire agreement between the parties regarding the Confidential Information. Any modification or waiver of any provision of this Agreement must be separately agreed by the parties in writing.

(c) This Agreement shall be governed by and construed in accordance to the laws of State of California. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted exclusively in the applicable state or federal courts of competent jurisdiction in San Francisco, California.

(d) Notices under this Agreement shall be sent to the appropriate party at the address set forth below. In the case of Tanium, with a copy to [legal@tanium.com](mailto:legal@tanium.com).

(e) Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

(f) Either party may terminate this Agreement by providing the other party with ten (10) days’ written notice. Each party’s rights and obligations under this Agreement survive any termination of this Agreement for a period of five (5) years from the date of termination.