STATE OF ILLINOIS
CONTRACT
Illinois Department of Innovation and Technology
JPMC Crowdstrike Software Products
CMT22272200

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)
☐ Yes
X   No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?
X Yes (IPG Certifications and Disclosures including FORMS B)
☐ No

1.	DESCRIPTION OF SUPPLIES AND SERVICES
2.	PRICING
3.	TERM AND TERMINATION
4.	STANDARD BUSINESS TERMS AND CONDITIONS
5.	STATE SUPPLEMENTAL PROVISIONS
6.	STANDARD CERTIFICATIONS
7.	FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8.	CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)
9.	PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT
Illinois Department of Innovation and Technology
JPMC Crowdstrike Software Products
CMT22272200

VENDOR

Vendor Name: CDW Government LLC	ALL NOTICES TO: Address: 230 N Milwaukee Avenue, Vernon Hills, IL 60601
Signature:	Phone: (866) 339-3642
Printed Name: Click here to enter text. Dario Bertocchi	Fax: (312) 705-8248
Title: Click here to enter text. Director, Program Sales	Email: michmus@cdwg.com
Date: Feb 3, 2022	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone: Click here to enter text.
Street Address: 120 West Jefferson Street	Fax: Click here to enter text.
City, State ZIP: Springfield IL 62702	
Official Signature:	Date: 2/25/22
Printed Name: Jennifer Ricker	
Official's Title: Acting Secretary	
Legal Signature:	Date: 2/25/22
Legal Printed Name: Matthew Runyen	
Legal's Title: General Counsel	
Fiscal Signature:	Date: 2/25/2022
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

2

Reviewed as to legal
clause sufficiency:
ALM 2/9/2022

AGENCY USE ONLY   **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-448DOIT-SEC44-B-22722

- Project Title: JPMC CrowdStrike Software Products

- Contract #: CMT2227220

- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB

- BidBuy / Bulletin Reference #:

- BidBuy / Bulletin Publication Date:

- Award Code:

- Subcontractor Utilization? ☐ Yes ☐ No   Subcontractor Disclosure? ☐ Yes ☐ No

- Funding Source:

- Obligation #:

- Small Business Set-Aside? ☐ Yes ☐ No   Percentage:

- Minority Owned Business? ☐ Yes ☐ No   Percentage:

- Women Owned Business? ☐ Yes ☐ No   Percentage:

- Persons with Disabilities Owned Business? ☐ Yes ☐ No   Percentage:

- Veteran Owned Small Business? ☐ Yes ☐ No   Percentage:

- Other Preferences?

1. **DESCRIPTION OF SUPPLIES AND SERVICES**

1.1. **GOAL:** The Illinois Department of Innovation and Technology ("DoIT"), in cooperation and agreement with Chief Procurement Officer for General Services, is executing a multi-year, Joint Purchase Master Contract (JPMC) with a CrowdStrike authorized reseller that can provide Enterprise Licensing Agreement for all CrowdStrike products, offered in the CrowdStrike Offerings Catalog (including but not limited to software, support/maintenance services, etc., to be available to all governmental units and qualified not-for-profit agencies).

1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** Vendor shall provide CrowdStrike Products on an as needed, if needed basis.

Any Vendor terms and conditions on the Vendor's ordering document(s) shall not apply to the contract or any orders against it. For each order, the governmental unit or qualified not-for-profit agency shall be solely responsible for all payments or other applicable obligations or disputes that may arise related to the order. DoIT shall have no obligations or responsibilities related to orders placed by other governmental units or qualified not-for-profit agencies. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. All governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of this contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

1.3.   MILESTONES AND DELIVERABLES: N/A

1.4.   VENDOR / STAFF SPECIFICATIONS: Vendor shall remain an authorized reseller of CrowdStrike products throughout the term of this contract and provide pre- and post-sales support where applicable.

1.5.   TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling.

1.6.   SUBCONTRACTING

Subcontractors are not allowed.

1.6.1.   Will subcontractors be utilized?   ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.7.   SUCCESSOR VENDOR

☐ Yes ☒ No   This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

(i)   that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii)   that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed: N/A

Value of services performed at this location: N/A

- Location where services will be performed: N/A

    Value of services performed at this location: N/A

2.   PRICING

2.1   FORMAT OF PRICING:

2.1.1   Vendor's pricing in the format shown below is based on the terms and conditions set forth in section 1 of this Contract.

2.1.2   Vendor's Percentage Discount (%) off the Manufacturer Suggested Retail Price (MSRP) is valid for the initial term.

	Product Categories	Percentage Discount off MSRP		
1	CrowdStrike Product Licensing (To include SaaS)	20%		
2	CrowdStrike Maintenance/Support	20%		
3	CrowdStrike Training	10%		

Sum of Total Weighted Scores	

Vendor's link to portal that includes CrowdStrike's MSRP price is:

https://www.cdwg.com/shop/custompages/default.aspx?CustomPageKey=E20 98D87624541EDB8175E9FA617C981

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 **EXPENSES ALLOWED:** Expenses are not allowed.

2.4 **DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

    2.5.1. Vendor's Price for the Initial Term: Percentage Discount off MSRP as shown in Table 2.1.2

    For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

    ☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

    2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

        2.5.2.1. Agency Formula for Determining Renewal Compensation: N/A

        2.5.2.2. Vendor's Price for Renewal(s): N/A

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed $N/A without a formal amendment.

3. TERM AND TERMINATION

3.1   **TERM OF THIS CONTRACT:** This contract has an initial term beginning upon last date of execution for a term of ten (10) years.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1   In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2   Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2   **RENEWAL:** This Contract does not have any renewal options available.

3.3   **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4   **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4 **OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.5 **SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.6 **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20- 60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. **STANDARD BUSINESS TERMS AND CONDITIONS**

4.1 **PAYMENT TERMS AND CONDITIONS:**

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when

required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*http://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5   Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6   Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective governmental unit or qualified not-for-profit agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2   **ASSIGNMENT**: This Agreement shall not be assigned by either party, and any purported assignment without such consent of the other party, shall be void. However, in no instance will this limit the State's right to transfer ownership or management of this Agreement between State entities.

4.3   **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names

and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4   AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

4.5   TIME IS OF THE ESSENCE: Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.6   NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that

or other rights in the future.

4.7   **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8   **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in a non-proprietary format, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9   **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such

work shall be subject to the confidentiality provisions of this contract.

4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of claims brought by a third party for (a) any breach or violation by Vendor of any of its certifications, (b) death or injury to any person, damage to any real or tangible personal property, resulting in whole or in part from Vendor's negligent performance of its obligations under this contract, and (c) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party subject to the Master Service Agreement between the State and CrowdStrike attached hereto. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. In the event of liability other that the indemnifications outlined above incurred by the Vendor or State, the full extent of such damages will not exceed three times (3x) the value of the order giving rise to the claim.

10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall maintain adequate technical and administrative safeguards desired to ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access), as to any State content or data stored on CDW GOVERNMENT LLC's systems. Notwithstanding anything to the contrary in this contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all legally required costs incurred by the State in responding to, and mitigating damages caused by, any information breach or security incident (including all costs of notice and/or remediation) experienced or caused by CDW GOVERNMENT LLC that impacts the State's data, content, computers, systems,

or networks.

4.11 **INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 **BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any

21

such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

• Use of the information collected will be for the specific purpose of facilitating a background check;

• All information collected will be treated as confidential;

• The State will limit access to the information received and will properly store it in a reasonably secure manner;

• The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and

• State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16   APPLICABLE LAW:

4.16.1   **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2   **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3   **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4   **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.   An   unofficial   version   can   be   viewed   at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17   ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the

State all of Vendor's rights, title and interest to the claim or cause of action.

4.18   CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19   EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20   NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices shall be sent to the individuals who signed this contract using the contact information as provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21   MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22   PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified

period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 **SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 **WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; , (b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; and (c) be of good title and be free and clear of all liens and encumbrances.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that the Services will be performed in a good and workmanlike manner. Vendor shall reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates State policies. State's sole and exclusive remedy with respect to this warranty under this Section 4.25.3. will be to either: (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty, or, at the sole option of Vendor (b) refund amounts paid by State related to the portion of the Services not in substantial compliance; provided, in each case, State notifies Vendor in writing within thirty (30) days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN, INCLUDING ALL ATTACHEMENTS, OR IN ANY STATEMENT OF WORK THAT

AMENDS VENDOR'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT. NO REPRESENTATIVE OF VENDOR OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF VENDOR OR ANY OF ITS AFFILIATES, EXCEPT AS STATED IN THIS AGREEMENT OR IN A MUTUALLY EXECUTED STATEMENT OF WORK.

4.26 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 **SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to or specifically referred in this Contract, including any attachments hereto;

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6   Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7   Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29   **SECURITY REQUIREMENTS:** The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vender program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel. If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology and security Policies, Procedures, and Standards.
https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx

Vendor must also adhere to a minimum security baseline as identified in the current version of National Institute of Standards and Technology (NIST) Special Publication 800- 53, Security and Privacy Controls for Federal Systems and Organizations. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)

- Illinois Personal Information Protection Act (815 ILCS 530)

- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

- Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016

- Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.

- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version
  2.0 September 20, 2013.

4.30 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

5. STATE SUPPLEMENTAL PROVISIONS

☒   Agency Definitions

5.1   "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2   "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.3   "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐   Required Federal Clauses, Certifications and

Assurances Click here to enter text.

☐   Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐   Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

Click here to enter text.

☒   Agency Specific Terms and Conditions

5.4   The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5   Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6   The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7   Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8   The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9   Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10   All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒   Other (describe)

State of Illinois –Amended and Restated Crowdstrike Terms and Conditions
        Amendment One to the Amended and Restated Terms and Conditions

23

**Amended and Restated
CrowdStrike Terms and Conditions**

These Amended and Restated CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation ("**CrowdStrike**") with its principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and The State of Illinois ("**Customer**"), with a place of business at 120 W. Jefferson, Springfield, Illinois 62702 United States are entered into as of the date signed by the last party (the "**Effective Date**"). These CrowdStrike Terms and Conditions together with the applicable Order are herein referred to,collectively, as the "**contract**" or the "**Agreement**". CrowdStrike and Customer (i) entered into the CrowdStrike Terms and Conditions For Falcon Complete effective as of January 31, 2020 (the "Original Agreement") and (ii) have entered into this Agreement to amend and restate the Original Agreement on the terms and conditions set forth herein.

These CrowdStrike Terms and Conditions cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. DEFINITIONS.

1.1 "Affiliate" shall mean any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling), or an Illinois State agency.

1.2   "CrowdStrike Tools" shall mean the CrowdStrike proprietary software-as-a-service, software and/or hardware tools used by CrowdStrike when conducting Professional Services. Certain CrowdStrike Products may be used as a CrowdStrike Tool.

1.3 "Documentation" means CrowdStrike's end-user technical documentation included in the applicable Offering. For the sake of clarity, the Documentation does not contain any legal terms such as limitations of liability, indemnities, and choice of law.

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

1.5 "Execution Profile/Metric Data" shall mean any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

1.5 "Falcon Platform" shall mean the CrowdStrike cloud software referred to as the Falcon Platform and which may be more specifically described in an Order, including any Updates that may be made available from time to time by CrowdStrike.

1.6 "Falcon Application" shall mean the CrowdStrike device application(s) and API's for the Falcon Platform specified in an Order (e.g., Falcon Host), including any Updates that may be made available from time to time by CrowdStrike.

1.7 "Internal Use" shall mean uses intended only to serve your information or operational needs (as distinguished from the needs of your business or government partners, suppliers, customers and affiliates (unless Affiliates are otherwise expressly allowed in these Terms and Conditions or an Order)) and unless expressly stated otherwise in this Agreement, only to be seen by your officers and employees obligated to treat the Offerings as CrowdStrike confidential.

1.8 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.9   "Offerings" means, collectively, any Products, Product-Related Services, or Professional Services.

1.10   "Order" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller and Customer that identifies the following ordered by Customer: CrowdStrike offering, offering quantity based on CrowdStrike's applicable license metrics (e.g., number of endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

1.11 "Personal Data" carries the definition located in 815 ILCS 530/ *et seq*., if any is collected by CrowdStrike Products or CrowdStrike Tools as part of CrowdStrike providing Offerings or CrowdStrike Tools under the contract, in accordance with Section 4 (Data Collection and Use), and means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

1.12   "Product" means the Falcon Platform, the Falcon Application, and any other of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

1.13 "Product-Related Services" means, collectively, (i) Falcon OverWatch, (ii) CrowdStrike's Falcon Complete product-related services, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

1.14 "Professional Services" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

1.15 "Services" means, collectively, any Product-Related Services and any Professional Services.

1.16 "Statement of Work" or "SOW" means a mutually-agreed statement of work executed by CrowdStrike and Customerand subject to all applicable laws and related State processes, describing the Professional Services to be performed by CrowdStrike for Customer and any Deliverables, and setting forth other mutually agreed upon terms.

1.17 "Threat Actor Data" shall mean the malicious code, URL's, malware, commands, techniques, or other information of unauthorized third parties either provided by you to CrowdStrike or collected or discovered during the course of providing the Offerings or CrowdStrike Tools and does not identify you or include any Personal Data for which Customer is responsible.

1.18 "Updates" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

1.19 "You" or "Your" ("you" or "your") shall mean the Customer identified above.

2. LICENSE GRANT.

2.1 Limited License. The Products, Product-Related Services, and CrowdStrike Tools are licensed, not sold and subject to the contract. Subject to the terms of this contract, CrowdStrike grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Products and/or CrowdStrike Tools in accordance with any applicable Documentation during the period of time set forth in the applicable Order (the "Subscription/Order Term"). During such time, you and your Affiliates may use the Products and/or CrowdStrike Tools for Internal Use to the extent provided in the contract.

2.2 Restrictions. You may not access or use the Offerings or CrowdStrike Tools to perform any competitive analysis on the Offerings or CrowdStrike Tools. You shall not (a) alter, publicly display, translate, create derivative works of or otherwise modify the Offerings or CrowdStrike Tools; (b) sublicense, distribute or otherwise transfer the Offerings or CrowdStrike Tools to any third party (except as expressly provided in the Section entitled _Assignment_ and _Limited License_); (c) allow third parties to access or use the Offerings or CrowdStrike Tools; (d) create public Internet "links" to the Offerings or CrowdStrike Tools or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Offerings or CrowdStrike Tools, circumvent their functions, or attempt to gain unauthorized access to the Offerings or CrowdStrike Tools or their related systems or networks; (f) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use) or (g) use the Offerings or CrowdStrike Tools to circumvent the security of another party's network/information. You agree to use the Offerings and CrowdStrike Tools in accordance with applicable laws, rules and regulations (collectively, "Laws") and acknowledge that you are solely responsible for determining whether a particular use of the Offerings or CrowdStrike Tools is compliant with such Laws.

2.3 Installation and User Accounts. You are responsible for installing the Products unless you purchase installation services from CrowdStrike or a CrowdStrike approved third party pursuant to a separate agreement. You are responsible for all activity occurring under your user accounts for the Offerings. You shall notify CrowdStrike if you learn of any unauthorized use of a user account or password.

2.4 Third Party Software. CrowdStrike uses certain third party software in its Products and CrowdStrike Tools, including what is commonly referred to as open source software. See the licensing terms and attributions for the third party software that we use in the Falcon Application at: https://falcon.crowdstrike.com/opensource.

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

3. Professional Services.

3.1 <u>Reserved.</u>

3.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("Deliverable"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "CrowdStrike Materials") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon obligation of the full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverabl(s) for Customer's Internal Use. For the avoidance of doubt, (a) Customer may provide such Deliverables to Customer's Representatives who need to know such information solely on behalf of and for Customer's Internal Use, and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein and (b) the parties hereby acknowledge that Deliverables are subject to the Illinois Freedom of Information Act (5 ILCS 140/ et seq.) and the Section entitled *Confidentiality.*

4. DATA COLLECTION AND USE.

4.1 <u>Falcon Applications and Platform</u>. The Falcon Platform uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and and identify intrusions by collecting and analyzing data that includes, but is not limited to, systems files, log files; dll files; login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Subject to the Section entitled *Confidentiality*, CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, and to analyze trends and to optimize the functionality of CrowdStrike's products and services. While using CrowdStrike Products, including the Falcon Platform and Falcon Applications, you may have the option to upload (by submission, configuration, and/or by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

4.2 <u>Personal Data</u>. Personal Data may be collected and used during the provisioning and use of the Offerings and/or CrowdStrike Tools but solely in accordance with your instructions which includes carrying out and administering this Agreement and the parties' business relationship. CrowdStrike will maintain appropriate technical and organizational security measures to protect Personal Data processed by it on your behalf against unauthorized or unlawful use. You confirm that you have obtained all necessary consents and authorizations for lawful processing of Personal Data by CrowdStrike, before passing Personal Data to CrowdStrike. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement. CrowdStrike provides an adequate level of personal data protection through a variety of means, including data protection agreements with its customers. Moreover, CrowdStrike continues to comply with the U.S. - EU Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland, respectively and is closely monitoring the development of a new EU – U.S. Privacy Shield Framework. CrowdStrike's privacy notice may be found at http://www.crowdstrike.com/privacy-notice/. The information contained in the privacy notice does not contain any legal terms such as limitations of liability, indemnities, and choice of law. CrowdStrike will comply with the requirements of the Personal Information Protection Act, located at 815 ILCS 530 *et seq*.

4.3 <u>Updates and Feedback</u>. CrowdStrike provides automatic Updates to its Products and CrowdStrike Tools , which remain subject to this Agreement. CrowdStrike may collect information regarding the use of its web portals to analyze trends, secure, operate and improve its products and services. Any feedback or suggestions that you provide to CrowdStrike regarding its products and services will be treated by CrowdStrike as non-proprietary to you, and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, you will not be identified publicly as the source of the feedback or suggestion.

5. CONFIDENTIALITY.

5.1 <u>Definitions</u>. In connection with this Agreement, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information that the Discloser marks in writing as "confidential" to Recipient. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality; (v) Threat Actor Data; (vi) Execution Profile/Metric Data; and (vii) not exempt from disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/ *et seq*.).

5.2 Restrictions on Use. Except as allowed in the Section entitled *Exceptions*, Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and contractors, including without limitation, counsel, accountants and advisors (collectively, "Representatives"), its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than: (i) to carry out the terms of this Agreement, (ii) as set forth in this Agreement, including but not limited to the Section entitled *Data Collection and Use* and (iii) to further the parties' business relationship. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of this provision that it becomes aware, and in any event, shall be responsible for any breach of this provision by any of its Affiliates, Representatives or Affiliates' Representatives.

5.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit or inquiry, or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure. You understand and agree that CrowdStrike may make these Terms and Conditions publicly available without identifying any party who has agreed to them.

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

6. YOUR REPRESENTATIONS.

You shall provide all reasonably requested information, access and full, good faith cooperation reasonably necessary to facilitate the Services. If you fail or delay in your performance of any of the foregoing, CrowdStrike shall not be responsible for such failure or delay. You represent that: (a) you own/lease and control, directly or indirectly, all of the premises, software and computer systems ("Facilities") that will be accessed to provide the Offerings and CrowdStrike Tools, or that all such Facilities are provided for your use by a third party, (ii) you have authorized CrowdStrike to access such Facilities to perform under this Agreement, (iii) you have full power and authority to engage and direct CrowdStrike to access such Facilities and to conduct the Offerings and CrowdStrike Tools, and (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to your Facilities) are required in connection with CrowdStrike's performance under this Agreement.

7. LIMITED WARRANTY.

7.1 No Warranty for Free Usage. If the Products and Services are provided to you at no cost, the Products and Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Products or Services provided in a beta form are experimental and shall not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Products or Services.

7.2 Warranty for Paid Users. If you have paid the applicable fee for the Products and/or Services, CrowdStrike warrants to you and for your sole benefit that, subject to the Section entitled *Exclusions*: (i) the Products when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially without Error; (ii) that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your devices where the Products are installed; and (iii) that it will perform the Services in a professional manner consistent with industry standards.

7.3 Exclusions. CrowdStrike will have no obligation to correct, and CrowdStrike makes no warranty with respect to, Errors caused by: (a) improper installation of the Products; (b) changes that you have made to the Products; (c) use of the Products in a manner inconsistent with the Documentation; (d) any part or feature of the Products in a beta or test phase. If any part of the Products references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided either for its intelligence value or as a convenience only. CrowdStrike has no responsibility for third party content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located within them. CrowdStrike does not endorse any third party services, products or content.

7.4 Remedy for Errors. For Errors reported to CrowdStrike during the period of your paid subscription, your exclusive remedy and CrowdStrike's sole liability for breach of this warranty is that CrowdStrike shall, at its own expense do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your access to the Products and refund the pre-paid fee prorated for the remainder of your then current subscription term. CrowdStrike shall have no obligation regarding Errors reported, or returns made, after the subscription term.

7.5 <u>Remedy for Deficient Services</u>. If during the period the Services are being performed or within 30 days after the conclusion of the Services (the "Warranty Period"), you provide CrowdStrike written notice of a non-conformity with the warranty, CrowdStrike shall use commercially reasonable efforts to correct and re-perform the Services in a manner that does conform to the warranty. Notwithstanding any other exclusions or limitation of damages included in this Agreement, in the event of any claim by you regarding the Services, your exclusive remedy, and CrowdStrike's total liability, shall be the re-performance of the Services. If CrowdStrike fails to re-perform the Services as warranted, your exclusive remedy shall be the fees paid for the deficient Services.

7.6 <u>No Guarantee</u>. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE OR DISCOVER <u>ALL</u> OF YOUR SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

7.7 <u>Disclaimer</u>. EXCEPT FOR THE EXPRESS WARRANTY IN THE SECTION ENTITLED LIMITED WARRANTY, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

8. EXPORT RESTRICTIONS.

You acknowledge that the Offerings and CrowdStrike Tools are subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Offerings or CrowdStrike Tools or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders (Denied Persons List) or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings and CrowdStrike Tools are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

9. U.S. GOVERNMENT END USERS.

The Offerings and Services are a commercial item consisting of commercial computer software and commercial computer software documentation. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or CrowdStrike Tools, or any related documentation of any kind, including technical data and manuals, is restricted by a this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings and CrowdStrike Tools were developed fully at private expense. All other use is prohibited.

10. INDEMNIFICATION.

10.1 <u>Vendor's Obligation</u>. The Vendor shall indemnify the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of any third party claim resulting from: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements in this contract; (b) any actual or alleged death or personal injury to any person due to Vendor's negligence, (c) damage to any tangible property claimed to result in whole or in part from Vendor's negligent performance of the Services; (d) any negligent act or negligent omission of Vendor or any of its employees, representatives, subcontractors or agents; or (e) any actual or alleged claim that the Offerings, the CrowdStrike Tools, or deliverables provided under the contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

10.2 <u>Conditions</u>. Vendor shall be obligated to pay the costs set forth in 10.1, only if the State: (a) notifies Vendor promptly in writing of any such written claim that the State receives; (b) gives Vendor full information and cooperation in settling and/or defending the claim; and (c) gives Vendor full authority and control of the defense and settlement of any such claim. The State may also participate in the defense at its own expense.

10.3 <u>Exclusions</u>. Vendor shall not be liable : (a) for any costs or expenses incurred by the State without Vendor's prior written authorization; (b) for any use of the Offerings, CrowdStrike Tools, or deliverables not in accordance with this Agreement or the applicable tool documentation; (c) to the extent of any of the State's negligence or breach of the contract; or (d) claims that would not have occurred but for (i) use of any version of the Offerings, CrowdStrike Tools or deliverables other than the most current version made available to

the State; (ii) any alterations or modification of the Offerings, CrowdStrike Tools or deliverables by any person other than Vendor or its authorized agents.

10.4   Remedy.   In the event Vendor is required, or in Vendor's sole opinion is likely to be required, to indemnify the State under the Section entitled Indemnification - Vendor's Obligation, Vendor shall do one of the following: (a) obtain the right for the State to continue using the deliverables, Offerings, or CrowdStrike Tools as provided for in this contract; (b) replace or modify the same with a functional equivalent that is non-infringing; or (c) terminate this contract and refund any fee the Vendor received from the State, prorated over the remainder of the then current subscription term and if there is no subscription term, a 3 year period.

11. LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR FOR LOSS OF PRIVACY, EVEN IF A PARTY KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CROWDSTRIKE'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10.1(e), AND DAMAGES RESULTING DIRECTLY FROM AND TO THE EXTENT OF CROWDSTRIKE'S NEGLIGENCE OR WILFULL MISCONDUCT FOR PERSONAL INJURY AND STATE PROPERTY DAMAGE WHICH IN BOTH CASES SHALL BE CAPPED AT TWO MILLION DOLLARS IN THE AGGREGATE, VENDOR'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL NOT EXCEED TWO TIMES THE FEES THE STATE PAID OR ARE PAYABLE FOR THE SERVICE(S) AT ISSUE REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF THE STATE'S EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. THE STATE ACKNOWLEDGES AND AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT VENDOR WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

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

12. TERMINATION

Customer may terminate this contract, in whole or in part, immediately upon notice to the CrowdStrike if: (a) Customer determines that the actions or inactions of CrowdStrike, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) CrowdStrike has notified Customer that it is unable or unwilling to perform the contract.

If a party fails to perform any material requirement of this contract, is in violation of a material provision of this contract, or determines that the other party lacks the financial resources to perform the contract, the first party may provide written notice to the other party to cure the problem identified within the period of time specified in such written notice, but in no event less than 10 days. If not cured by that date, the non-breaching party may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, Customer retains its rights to seek any available legal or equitable remedies and damages.

Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Falcon Applications installed on Customer's endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 5.4 Confidentiality; Return or Destruction)

13. GENERAL TERMS.

13.1   Survival.   The Sections entitled _Data Collection and Use_, _Confidentiality_, _Your Representations_, _Limited Warranty,_ _Limitation of Liability_ shall survive the expiration or termination of this Agreement.

13.2   Equitable Relief.   You agree that the CrowdStrike Tools and Offerings contain CrowdStrike's valuable trade secrets and proprietary information and that any actual or threatened disclosure or misappropriation of such information could constitute immediate, irreparable harm to CrowdStrike for which monetary damages would be an inadequate remedy. Therefore, CrowdStrike may move for injunctive relieve to prevent any such disclosure without the posting of a bond.

13.3   Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike Limited Warranty Agreement for Falcon Complete (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions. This Agreement amends and restates the Original Agreement in its entirety.

13.4   Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

13.5   Governing Law; Venue. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement against CrowdStrike shall be state and federal courts in Illinois, and the parties agree to service of process in accordance with the rules of such courts. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

13.6   Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

13.7   Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

13.8   Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

13.9 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original.

CROWDSTRIKE, INC.

By: _____

Name: Benny Huang

Title: Director of Revenue

Date: May 28, 2021

STATE OF ILLINOIS

By: _____

Name: Jennifer Ricker

Title: Acting Secretary

Date: 6/11/2021

Reviewed as to legal
clause sufficiency:
ALM 5/28/2021

AMENDMENT ONE
TO THE
AMENDED AND RESTATED
CROWDSTRIKE TERMS AND CONDITIONS

This Amendment One (this "**Amendment One**") to the Agreement (as defined below) by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing thereunder (collectively, "**CrowdStrike**") with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, CA 94086 and the State of Illinois ("Customer"), with a place of business at 120 W. Jefferson, Springfield, Illinois 62702, is entered into as of the date signed by the last party (the "**Amendment Effective Date**").

The parties entered into the Amended and Restated CrowdStrike Terms and Conditions dated June 11, 2021 (the "**Agreement**"), and pursuant thereto the parties desire to amend and modify that Agreement with this Amendment One.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

I. **The definition of "Affiliate" in Section 1 (Definitions) is hereby deleted in its entirety and replaced to read as follows:**

    1.   "Affiliate" shall mean (i) with respect to CrowdStrike, any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling) and (ii) with respect to Customer, State of Illinois ("State") agencies, boards, commissions, offices, and cities, counties, towns, and any political subdivisions located within the State. Customer shall be responsible for ensuring that any Customer Affiliate using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. Customer is responsible for activity occurring under Customer's user accounts for the Offerings.

II. **Section 1 (Definitions) is hereby amended by inserting at the end thereof the following new definitions:**

    "Customer Data" means the data generated by the Customer's endpoint and collected by the Products or the CrowdStrike Tools, and in either case, sent to the Falcon Platform. Customer Data is considered Customer's Confidential Information and subject to the exclusions, exceptions and obligations set forth therein.

    "Security Breach" means unauthorized access to, or unauthorized acquisition of Customer Data or Personal Data maintained or stored on CrowdStrike systems that results in the compromise of such Customer Data and/or Personal Data.

III. **Section 4 (Data Collection and Use) is hereby amended by adding the following new subsections as follows:**

    4.4   Data Security and Privacy. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental

or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including specific safeguards which substantially conform to the ISO/IEC 27002 control framework. This Agreement (as amended) is not intended to limit either party's obligations under or to abrogate applicable State of Illinois or federal laws.

4.5 Security Breach Response. In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

a. Without undue delay but no later than 48 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.

b. Conduct an investigation of the circumstances of the Security Breach and, upon Customer's request, share a summary of the results of that investigation with the State without undue delay; provided that CrowdStrike shall not be required to disclose its Confidential Information or trade secrets.

c. Use commercially reasonable efforts to remediate the Security Breach.

d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

e. Comply with the Personal Information Protection Act, located at 815 ILCS 530 et seq., to the extent such Act is, by its terms, directly applicable to CrowdStrike's provision of Offerings hereunder and imposes obligations directly upon CrowdStrike in its role as an information technology services provider with respect to such Offerings.

*****

This Amendment One is part of the Agreement. Except as expressly amended by this Amendment One, the Agreement remains in full force and effect according to its terms. In the event of any direct conflict between this Amendment One and the terms and conditions of the Agreement, this Amendment One governs.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Amendment One to be effective as of the Amendment Effective Date.

CROWDSTRIKE, INC.   **STATE OF ILLINOIS**

By: _____   By: _____
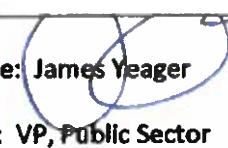
Name: James Yeager   Name: Jennifer Ricker

Title: VP, Public Sector   Title: CIO / Acting Secy

Date: 9/2/21   Date: 9/14/21

                                                  Reviewed as to legal
                                                  clause sufficiency:
                                                  ALM 9/3/2021