

ADDITIONAL TERMS – FALCON FLEX

The following terms apply to purchases of CrowdStrike Falcon Flex products and shall be deemed incorporated into any Quote for such products.

1. Definitions.

- a. “Base Products” mean: (i) the products listed in the purchase tables labeled “Day 1 Falcon Flex” above (collectively, the "Base Product Tables"), and (ii) Flex Product(s) upon the Flex Product Start Date. For the avoidance of doubt, training, Falcon fees, professional services and “on -demand” products are not included in Base Products. Not all Orders will contain Base Products.
- b. “Base Product Quantity” means the quantities of: (i) the Base Product in the Quote, and (ii) to the extent applicable, the Flex Products approved by the Customer Representative for such Flex Products, each of (i) and (ii), subject to Section 4 Swap, is the minimum quantity fixed for the Subscription Term.
- c. “Canceled Products” mean the Products listed in the “Canceled Product/Services” table(s) on the Quote (if any) that are currently licensed by Customer and are canceled and replaced with the Base Products. Not all Orders will contain Canceled Products.
- d. “Customer Representative” is the Ship to Account person listed above or a person authorized by Customer in an email to Customer’s Technical Account Manager or Account Team to make Swaps and carry out Flex transactions pursuant to this Order. Customer may update the Customer Representative at any time upon written notice to CrowdStrike (an email to Customer’s Technical Account Manager or Account Team shall suffice).
- e. “Estimated Customer Cost” or “ECC” is the estimated cost to the Customer. The ECC is for CrowdStrike’s internal estimation only.
- f. “Falcon Flex License Pool” means the total dollar amount of the Product identified on the Quote as the “FalconFlex License Pool CS”.
- g. “Flex Commitment” means the sum of the Falcon Flex License Pool plus the total amount of the Base Products, as set forth on the Quote. For the avoidance of doubt, the Flex Commitment is not reduced by the total dollar amount of the Canceled Products. The Flex Commitment represents the Customer’s committed spend.
- h. “Flex Products” mean (i) the products listed in the Rate Table (Falcon Flex Portfolio) provided by ePlus (if any), and (ii) any products that the parties mutually agree on (including the price) in the future as “Flex Products” in accordance with Section 3(a) of these Additional Terms. Flex Products are not included as Base Products until the Flex Product has been approved in accordance with Section 3(b)(i) of these Additional Terms. For the avoidance of doubt, training, Falcon fees, professional services, and on-demand products are not included in Flex Products. Not all Orders will contain Flex Products at the start of the Subscription Term.
- i. “Flex Product Start Date” means the date ePlus receives Customer Representative’s approval (an email shall suffice) of the Quote.
- j. “Quarter” means any of the following: Quarter 1 is February, March and April, Quarter 2 is May, June and July, Quarter 3 is August, September and October and Quarter 4 is November, December and January.

- k. “Reseller” means the Bill to Account listed above, or any future reseller selected by Customer. For the avoidance of doubt, nothing herein guarantees Reseller any future revenue or business.
- l. “Quote” means ePlus’ quote to Customer for the Falcon Flex Products that is consistent with the corresponding CrowdStrike quote with the exception of pricing.
- m. “Subscription Term” means the period of the Falcon Flex License Pool specified in the Falcon Flex table above. Each year in the Subscription Term is referred to as a “Year” or “Year 1”, “Year 2,” and “Year 3”, as applicable.
- n. Swap(s) or Swapped” means exchanging a Base Product for a Flex Product for the equivalent monetary value, rounded down to the nearest quantity. The price for the Flex Product shall be as stated in this Order.
- o. “Swap Dates” mean the annual anniversary(ies) of the first day of the Subscription Term. For the avoidance of doubt, the last day of the Subscription Term is not a Swap Date unless otherwise mutually agreed by the parties in a new Order form.
- p. “Swap Value” means the dollar value of the Base Product or the Flex Products, as applicable. The price for the Flex Product(s) shall be determined as set forth in this Order. The Swap Value is calculated as follows: multiply (i) the quantity of each Base Product or Flex Product, as applicable, that the Customer desires to Swap, and (ii) the applicable per unit price of that product, and if necessary, adjusted or prorated for a period that is for the remainder of the Subscription Term. If multiple Base Products are being Swapped for multiple Flex Products, (x) add the Swap Value of all the Base Products being Swapped, (y) add the Swap Value of all the Flex Products being Swapped, and then (z) compare the aggregate value of each of the Swapped Base Products versus the Flex Products.

2. Flex Commitment.

- a. CrowdStrike shall make the Base Products and the Flex Products available to Customer at the beginning of the Subscription Term. Subject to the terms in this Order, during the Subscription Term, the Flex Commitment shall be used to pay for only the following: (i) the Base Products at the Base Product Quantity for the Subscription Term, (ii) use of the Base Products in excess of the Base Product Quantity (pursuant to Section 3(c) Flex Usage below), and (iii) the Flex Products requested by Reseller and Customer Representative (pursuant to Section 3(b) Flex Usage below). For the avoidance of doubt, the Flex Commitment (including the Falcon Flex License Pool) cannot be used to pay for in whole or in part: (i) orders placed prior to this Order, and (ii) any renewal of any products or services purchased prior to this Order in any quantity including, without limitation, purchases of any products or services by or on behalf of Customer, its Affiliates or any existing customer.
- b. If at the end of the Subscription Term, the aggregate cost of Customer’s usage of the Products is less than the Flex Commitment, ePlus shall not issue any refund or credit. The Subscription Term cannot be extended.
- c. If at any time during the Subscription Term the Falcon Flex License Pool reaches zero and Customer has additional usage or chooses to make additional purchases, Customer will be invoiced for the additional sums necessary to cover the additional usage or purchases and Customer shall pay such invoices. For the avoidance of doubt, Customer can increase the Falcon Flex License Pool for any reason at any time.

d. If Customer has remaining payments to make under one or more existing Orders for the Cancelled Products, Customer shall pay such amounts as previously scheduled. The Flex Commitment cannot be used to pay invoices for products or services purchased prior to this Order.

3. Flex Usage.

- a. Throughout the Subscription Term, CrowdStrike's (i) Technical Account Manager and/or Account Team, (ii) Customer, and (iii) Reseller shall meet at least once a Quarter for a health check. As part of such meeting, the Customer's current licensed quantities and its usage of the products, including the Flex Products, shall be reviewed and discussed. In addition, the parties shall discuss upcoming products that may be added as Flex Products. Upon mutual written agreement of Customer, Reseller and CrowdStrike, new products that are generally available at the time of the health check can be added to the list of Flex Products.
- b. During the Subscription Term, Customer shall have access to and may use the Flex Products in the quantities needed, provided that,
 - i. Customer Representative provides (x) written notice to Reseller and CrowdStrike (an email to Customer's Technical Account Manager or Account Manager shall suffice) of the Flex Product that the Customer wants to use; and (y) the Customer Representative approves in writing to Reseller the applicable Quote; and (z) Reseller approves in writing to CrowdStrike the applicable corresponding CrowdStrike Flex Product(s) quote issued to Reseller by CrowdStrike;
 - ii. If a Flex Product has a dependency on other products, then the dependent products must have already been licensed, or Reseller, on behalf of Customer, must purchase a license for the dependent products as well;
 - iii. A fee for technical support will be added to the quote at the applicable percentage multiplied by the fee for the Flex Products;
 - iv. A bundled offering cannot be unbundled (i.e., the products making up the bundle cannot be used or purchased individually);
 - v. Flex Products must be purchased in the quantity of the then current endpoint licenses or as otherwise mutually agreed by the parties;
 - vi. Flex Products must be purchased for the remainder of the Subscription Term; and
 - vii. CrowdStrike's pricing for the Flex Products stated above or for new Flex Products, once mutually agreed, shall not increase during the Subscription Term.
- c. At the end of each Quarter in the Subscription Term, CrowdStrike will determine the quantities of the Base Products used by Customer. If the quantity is in excess of the then current licensed quantity Customer shall pay for the excess quantity for a term that: (i) begins on the first day of the Quarter following the Quarter with excess usage, and (ii) ends on the last day of the Subscription Term. The fee shall be calculated using the per unit fees for the applicable products above. ePlus' pricing for the Base Products shall not increase during the Subscription Term. The Falcon Flex License Pool shall be used to pay for the use of any products in excess of their then current licensed quantity unless otherwise agreed by the parties.

4. Swap.

- a. Subject to the terms of this Order and following the process in Section 4(b) below Customer, may, at the agreed Swap Dates, Swap the licenses of the Base Products for the Flex Products for the remainder of the Subscription Term. For the avoidance of doubt:
 - i. Customer, may not retrospectively Swap Base Products or obtain a credit for the prior year for unused Products. All Swaps are forward looking only;
 - ii. Customer agrees that as part of the Swap, Customer's license for the Base Product ends on the last day of the Year in which Customer requests the Swap and the new Flex Product term starts on the first day of the new Year for the remainder of the Subscription Term, unless otherwise Swapped on the next Swap date, if any;
 - iii. Customer shall not be entitled to any refund or credit for any delta resulting from a price differential between the Swap Value of the Base Product(s) and the newly obtained Flex Product(s). For example, there is one Year left in the Subscription Term and one unit of the Base Product being given up ("Base Product A") costs \$100 per year and one unit of the newly acquired Flex Product ("Flex Product B") costs \$80 per year. The Customer desires to Swap 5 units of Base Product A for 6 units of Flex Product B. The Swap Value for 5 units of Base Product A is \$500.00 (5 x \$100 x 1 year remaining in the Subscription Term). The Swap Value of 6 units of the Flex Product B is \$480 (6 x \$80 x 1 year remaining in the Subscription Term). In this scenario, the remaining \$20 would be forfeited unless Customer, decides to purchase an additional unit of Flex Product B and pays the additional price differential, i.e. \$60 (7x \$80 x 1 year remaining in the Subscription Term = \$560 - \$500);
 - iv. Bundled products cannot be "unbundled"; all bundled products must be Swapped as that stated bundle;
 - v. If a Base Product or a Flex Product has a dependency on other products, then the dependent products must also be Swapped or Customer, must purchase a license for the dependent products as well; and
 - vi. A prorated amount of technical support proportionate to the Base Products and the Flex Products will be Swapped along with the Swapped Products.
- b. To implement a Swap, all of the following must occur:
 - i. Customer Representative must provide Reseller and CrowdStrike at least 30 days written notice (an email shall suffice) prior to the upcoming Swap Date with the names, SKU's and quantities of the Base Products and Flex Products that the Customer wants to Swap;
 - ii. Customer Representative must approve in writing (an email shall suffice) the ePlus Quote showing the revision to the existing order and the reduction in the Base Products and the increase or addition of the Flex Products, and additional fees, if any;
 - iii. Customer must approve in writing (an email shall suffice) the ePlus provided quote showing an update or a revision to this Order and the reduction in the Base Products and the increase or addition of the Flex Products, and additional fees, if any;
 - iv. If there are additional fees, Customer shall pay the invoice for such fees.