

*****IMPORTANT*****

THIS AGREEMENT IS INTENDED TO BE LEGALLY BINDING. BY CLICKING THE “AGREE” OR “ACCEPT” BUTTON BELOW AND/OR CONTINUING TO RESELL TENABLE SOFTWARE AND/OR SERVICES, YOU INDICATE:

- (1) YOUR ACCEPTANCE OF THIS AGREEMENT;***
- (2) YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM; AND***
- (3) YOU ARE AUTHORIZED TO BIND COMPANY TO THE TERMS OF THIS AGREEMENT.***

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

TENABLE MASTER PARTNER AGREEMENT

THIS MASTER PARTNER AGREEMENT (the “Agreement”) is made by and between Tenable (as defined in Section 1.5 below) and the company reselling Tenable products and services (“Company”), and is effective as of the date after which both Company clicks to accept the terms of this Agreement and Tenable provides written notice to Company ratifying the terms of this Agreement (the “Effective Date”).

1. Appointment.

1.1 Subject to the terms and conditions of this Agreement, Tenable appoints Company (which may include majority-owned affiliates or subsidiaries, as agreed upon by the parties) as a nonexclusive:

1.1.1 distributor (a “Distributor”) to resell Tenable products and services (the “Products”) to Resellers (defined below); and/or

1.1.2 a reseller (a “Reseller”) for resale of Products to end user customers (“Customers”),

in each case, with a focus in the territory identified and approved by Tenable (the “Territory”). Company’s status as a Reseller and/or Distributor will be as confirmed and approved by Tenable.

1.2 Company may not market and sell Products directly to Customers unless, and only to the extent that, Company is identified as a Reseller.

1.3 The term of this Appointment is for twelve (12) months and will renew automatically on the anniversary of the Effective Date and each anniversary thereafter. By signing this Agreement, Company is joining Tenable’s Assure partner program. Further requirements of this program are described in program description documentation made separately available to Company on the Tenable partner portal. Tenable may change such additional terms upon thirty (30) days’ written notice to Company. Company’s continued operation of selling Products constitutes acceptance of such terms.

1.4 Tenable will provide Company with access to Tenable’s partner portal. Information contained in that

portal is provided for Company only and subject to the terms of Section 7. Tenable may restrict access to the partner portal as necessary. Company is responsible for all use of the partner portal by Company users. Company must notify Tenable promptly if any Company user of the partner portal ceases to be a Company employee, to allow Tenable to terminate access.

1.5 “Tenable” means: (i) Tenable, Inc., if Company is located in North or South America and sells to commercial Customers (Tenable, Inc. is a Delaware corporation having offices at 6100 Merriweather Drive, 12th Floor, Columbia, MD 21044); (ii) Tenable Public Sector LLC, if Company is located in North America and sells to Customers who are (A) an agency or instrumentality of the United States Government, (B) a commercial entity operating predominantly as a federal systems integrator for eventual sale or resale or for the benefit of the United States Government, (C) an agency or instrumentality of a State or local government within the United States, or (D) an Educational Institution (as defined at 20 C.F.R. § 411.167) (Tenable Public Sector LLC is a Delaware limited liability company having offices at 6100 Merriweather Drive, 12th Floor, Columbia, MD 21044); or (iii) Tenable Network Security Ireland Limited, if Company is located outside of North or South America (Tenable Network Security Ireland Limited is a private limited company having offices at 81b Campshires, Sir John Rogerson’s Quay, Dublin 2, Ireland).

2. Obligations of Company.

2.1 Sales Efforts. Company shall use its best efforts, at its own expense, to market and sell the Products. Without limiting the generality of the foregoing, Company shall diligently demonstrate the Products to prospective Resellers

and/or Customers (as applicable), pursue all leads provided by Tenable, assist Tenable in the distribution and exhibition of the Products and otherwise support Tenable in the promotion and sale of the Products. Company's focus will be on sales and promotion in the Territory. Company must comply with all reasonable requests and suggestions offered by Tenable to help stimulate sales. Company will provide monthly sales reports to Tenable. Company will inform Tenable of the identity of all Customers.

2.2 Support of Sales Efforts. Company shall maintain adequate offices and an active sales and support organization capable of the active solicitation of sales of the Products in the Territory. Company shall, at all times, conduct business according to the highest standards and in a manner calculated to protect and promote the reputation of Tenable and the Products. Any other obligations imposed upon Company by the other provisions of this Agreement shall in no way limit the obligations set forth in this Section 2.

2.3 Compliance with the Law. Company, its agents, and its affiliates shall engage in ethical and legal practices when conducting activities in the United States or abroad, and comply with all applicable laws, statutes and regulations relating to the sale and distribution of the Products and the performance of its duties and obligations under this Agreement. Company must comply with all anti-corruption laws, both domestically and internationally. This includes, but is not limited to, the U.S. Foreign Corruption Practices Act of 1977, as amended, and the UK Bribery Act of 2010. As such, Company is strictly prohibited from promising, offering, providing, authorizing, requesting, or accepting money or anything else of value, directly or indirectly, to or from any person while knowing or having reason to know that all or a portion will be offered, given or promised, directly or indirectly, to a government official for the purpose of (i) influencing any act of decision of such government official or (ii) inducing such government official to use his influence to assist Company or Tenable in obtaining or directing business to any other third party. Company must ensure that any subcontract for work related to this Agreement includes substantially the same obligations contained in this Section. If Company violates this provision, Tenable may terminate this Agreement immediately. Company shall indemnify Tenable for any costs, losses, or damages arising from non-compliance.

2.4 Compliance with Policies. In order to maintain active status in Tenable's Assure Partner Program, Company hereby agrees to complete Tenable's Third Party Due Diligence questionnaire (hosted by PricewaterhouseCoopers Advisory Services LLC ("PwC")). Failure to provide accurate, complete, and timely responses to the questionnaire may result in loss of medallion status and/or termination of the partner relationship. Company further agrees to comply with Tenable's Supplier Code of

Conduct (available on Tenable's website at <https://investors.tenable.com/corporate-governance/governance-overview> or a successor location).

2.5 Ethics Hotline. In the event that Company has a reasonable belief that there has been any unethical or illegal practice relating to Tenable or the sale and distribution of its Products, Company has an affirmative obligation to report such concerns to Tenable. Company may report concerns to Tenable's internal compliance team at WeCare@tenable.com, or Company can call Tenable's ethics hotline at 1-866-854-1450 (US) or +1 (402) 517-3533 (non-US). Company may also report anonymously online at <https://www.openboard.info/TENB/index.cfm>.

2.6 Demonstration Licenses. Demonstration licenses may be made available to Company at Tenable's discretion, in order to allow Resellers to demonstrate the Products to prospective Customers and Distributors to demonstrate the Products to Resellers. Tenable shall generate all commercial and demonstration license keys and, in its sole discretion, provide other services to prospective Customers. Company shall disclose to Tenable the identity of any recipient entity prior to receiving any such licenses or services. Tenable may grant Company a "not for resale" or "NFR" license to use the Products solely for its own demo, training, and lab purposes, such license to be in accordance with Tenable's standard end-user license agreement (the current versions of which are available at: http://static.tenable.com/prod_docs/tenable_slas.html or a successor location). Company may not use Products provided under an NFR license: (i) in a production environment, (ii) to protect its own networks, (iii) as part of a service provided to its customers, or (iv) to perform customer evaluations.

3. Obligations of Tenable

3.1 Literature, Sales Aids. Promptly after the execution of this Agreement and during the term of this Agreement, Tenable shall provide to Company reasonable quantities of the marketing materials and sales aids that Tenable generally provides to its similar distributors and/or resellers, as applicable.

3.2 Product Support. During the term of this Agreement, Tenable shall provide by telephone and email during Tenable's normal business hours, a reasonable amount of technical support requested by Company in connection with the marketing and sale of the Products without cost to Company.

3.3 Support Services. Tenable shall make available to Customers Tenable's standard support and maintenance agreement at its then-current prices.

4. Sales Assistance. Company may request Tenable's assistance in marketing the Products in accordance with this Agreement, including the provision of

sales promotion aids other than the marketing materials provided pursuant to this Agreement. Tenable may provide such assistance in its sole discretion. Company and its representatives shall not make any representations, promises or claims in connection with the Products other than those set forth in such sales promotion aids or other materials provided by Tenable to Company. If Tenable provides marketing development or other funds to assist Company in promoting the Products, Company agrees to any applicable terms and conditions associated with the receipt of such funds.

5. Orders and Delivery

5.1 Submission of Orders. Company shall submit orders as follows, based upon whether such order is submitted by Company acting as a Distributor or Reseller.

5.1.1 Distributor. For each Product sold by Company, Company shall submit to Tenable an order for the Products on an order form supplied or approved by Tenable. Each order form shall specify the name of the Reseller and the Customer, contact info for the Reseller and Customer, the Products and the quantities ordered and the address for the Reseller and the Customer.

5.1.2 Reseller. If Company sells any Products to a Customer, Company shall submit to Distributor an order for the Products. Each order form shall specify the name of the Customer, Customer contact info, the Products and the quantities ordered and the Customer's address.

5.2 Company may submit orders electronically. Company agrees that purchases of any Product will not be contingent on Tenable's delivery of any future functionality or features. All orders for Products placed by Company are subject to approval by Tenable, which shall not be unreasonably withheld.

5.3 Tenable reserves the right to cancel any order placed by Company, even if previously approved by Tenable, or to refuse or delay shipment of any order if Company fails to make any payments for Products.

5.4 If Tenable accepts an order placed by Company, Tenable shall ship the Products ordered to the Customer on normal delivery schedules, using the "ship to" address specified on the order form, time of delivery shall not be of the essence, and the Company shall provide the Customer with Tenable's standard end-user license agreement (the current versions of which are available at: http://static.tenable.com/prod_docs/tenable_slas.html or a successor location). Title and risk of loss or damage to hardware will transfer to Customer upon Tenable's delivery to a common carrier at Tenable's designated point of shipment. Unless otherwise agreed, a common carrier shall be specified by Tenable. If a Customer declines to enter into an end-user license agreement with Tenable with respect to

the Products shipped to the Customer, Tenable may cancel the order.

5.5 Company may be eligible to participate in channel programs and promotions that Tenable establishes from time to time subject to Company's qualification for those channel programs. The rules of any program will be described in an applicable schedule or other written document and be considered a part of this Agreement. Company represents that if it participates in such programs that it will be in compliance with all applicable laws and regulations.

5.6 If Customer or Tenable requires a signed license agreement, then Tenable must approve the terms and conditions of the license agreement prior to transfer of software to Customers.

5.7 Company may only add Tenable Products to any government contract vehicles after receiving Tenable's prior written permission, which it may withhold in its sole discretion.

6. Pricing and Payment.

6.1 Where acting in the capacity of a Distributor, Company will request quotes from Tenable and shall pay to Tenable for each copy or subscription of a Product ordered by Company based on the quoted prices. Tenable may invoice Company upon receipt of an acceptable order for amounts payable under this Agreement. All payments by Company under this Agreement shall be made to Tenable in U.S. dollars. If Company qualifies for credit (such qualification to be at Tenable's sole discretion), Company must fully pay within thirty (30) days of the date of the invoice. If credit has not been established, Company must pay for the Products (including professional services unless otherwise agreed in a statement of work) in advance. If payment is late, Company shall pay interest on the unpaid balance of one and one-half percent (1.5%) per month from the date of invoice, with exception to invoices which are reasonably in dispute, or the maximum percentage permitted by law, whichever is less.

6.2 Where acting in the capacity of a Reseller, all pricing and payment terms for the Products will be between Company and the Distributor. All orders for Products placed by Company are subject to approval by Tenable, which shall not be unreasonably withheld.

6.3 Tenable may, in its sole discretion, discontinue any Product, or otherwise change the Products available under this Agreement upon thirty (30) days' written notice to Company. Tenable may further change its prices and discounts upon written notice to Company. Tenable reserves the right not to fulfill any Products sold after this notice period for legacy Products that no longer conform to Tenable's standards.

6.4 Company agrees to reimburse Tenable for any and all reasonable costs incurred by Tenable in the collection of any amounts due under this Agreement.

6.5 Tenable prices do not include shipping charges or any sales, use, value added or other taxes, customs duties or similar tariffs and fees that Tenable may be required to pay upon delivery of the Products, upon collection of amounts due hereunder or otherwise. Should any tax, levy or other fee be assessed, Company agrees to pay such tax, levy or fee and to on demand indemnify Tenable for any claim for such tax, levy or fee.

7. Confidential Relationship.

7.1 Company acknowledges that the sales and marketing materials provided to Company under this Agreement and all non-public information about sales of the Products and Tenable's technical information, trade secrets, customer lists and customer information that Company acquires as a result of this Agreement are confidential and proprietary information belonging to Tenable. Company shall not use such information except for the purpose of performing its obligations under this Agreement and shall not disclose such information to any third party without the prior written consent of Tenable. Upon termination of this Agreement or, if earlier, upon Tenable's request, Company shall return to Tenable all sales and marketing materials provided by Tenable or, at Tenable's option, destroy such materials and certify to Tenable in writing that such materials have been destroyed. Company acknowledges that Tenable may use Customer or Reseller information to determine sales compensation for Tenable's employees, or for the sale to those Customers or Resellers of complementary Products or services that were not purchased at the time of sale through Company.

7.2 Data Protection. "Data Protection Laws" means laws that may be applicable to the Processing of Personal Data under this Agreement, including, but not limited to: (i) the General Data Protection Regulation (Regulation (EU) 2016/679 ("GDPR")), (ii) the UK Data Protection Act, (iii) the Federal Privacy Act 1988 (Australia), (iv) the Act on the Protection of Personal Information (Japan), and (v) the Personal Data Protection Act of 2012 (Singapore). In this Agreement the following definitions apply: (A) "Data Subject" means an identified or identifiable natural person; (B) Personal Data means any information relating to a Data Subject; and (C) "Process" means any operation which is performed on Personal Data including collection, storage, disclosure, and use. The parties acknowledge and confirm that (I) with respect to the Personal Data Processed pursuant to this Agreement ("Agreement Personal Data"), each party shall independently determine the purposes and means of such Processing, and (II) they will observe all applicable requirements of the Data Protection Laws, and will, on request, provide the other at its own expense with reasonable

assistance, information, and cooperation to ensure compliance with the respective obligations under the Data Protection Laws in relation to the Agreement Personal Data. The parties shall comply with the following in relation to the Agreement Personal Data:

(a) If either party (the "Data Receiving Party") receives any complaint, notice or communication from a regulatory authority which relates directly or indirectly to the other party's: (i) processing of the Agreement Personal Data; or (ii) a potential failure to comply with the Data Protection Laws, the Data Receiving Party shall, to the extent permitted by law, promptly forward the complaint, notice or communication to the other party and provide the other party with reasonable co-operation and assistance in relation to the same; and

(b) To the extent Company is providing Tenable with a list of Data Subjects and their contact information (e.g., email addresses) which Tenable may use for the promotion/marketing of the Products ("Marketing List"), Company must: (a) at the time of collection, provide the individual notice that his/her contact information may be provided to Tenable to be used for their marketing purposes, including, but not limited to, the delivery of electronic marketing communications; and (b) obtain explicit opt-in consent from the individual to share his/her contact information for such marketing purposes. In each instance in which Company provides Tenable with a Marketing List, Company must also provide Tenable with detailed records for individuals on the Marketing List ("Consent Records") showing: (i) when and how Company obtained the individual's explicit opt-in consent to receive marketing communications from Tenable; and (ii) the notice provided to the individual prior to obtaining such consent. Company shall indemnify Tenable against any claims, actions, liabilities, losses, fines, penalties, costs and expenses arising out of Company's provision of a Marketing List in violation of this Section 7.2(b).

8. Intellectual Property. Nothing contained in this Agreement will give Company any ownership right, title or interest in any of Tenable's trademarks, service marks, trade names, logos or designations (collectively, "Tenable Trademarks") or Tenable's copyrights, moral rights, patents and/or trade secrets (collectively, with the Tenable Trademarks, "Tenable IP Rights"), and nothing contained in this Agreement will give Company any ownership right, title or interest in any Tenable IP Rights. Company acknowledges that, as between the parties, Tenable owns and retains all Tenable IP Rights in or associated with the Products, and agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Tenable IP Rights (including the registration or attempted registration of any Tenable Trademarks, or any act or assistance to any act, which may infringe or lead to

the infringement of any of Tenable IP Rights). Company will not have or acquire by virtue of this Agreement or otherwise any vested, proprietary or other right in the Products or in goodwill created by its efforts hereunder. All such goodwill shall ensure to Tenable. Company may only market, distribute and sell the Products under Tenable Trademarks that come with the Products or marketing materials supplied by Tenable. Company may not cause any Tenable Trademark that has been placed on a Product to be covered, defaced or obscured. This Agreement does not grant Company the right to conduct business using any Tenable Trademarks, nor any confusingly similar name or mark, other than in connection with the Products as specifically described herein. If Company wishes to use any Tenable Trademarks on its website, it must first obtain Tenable's written permission and agree to comply with all guidelines provided by Tenable.

9. Warranties; Disclaimer. Tenable shall provide Customers with a limited warranty for the Products pursuant to the terms of Tenable's standard end user license agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENABLE MAKES NO WARRANTIES TO COMPANY, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. Company represents and warrants that it has no outstanding obligations or agreements, written, oral, or implied, inconsistent with this Agreement. Company may not enter into any agreement inconsistent with this Agreement without the prior written consent of Tenable.

10. Limitation of Liability. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; AND/OR (III) ANY LIABILITY WHICH CANNOT BE LEGALLY EXCLUDED OR LIMITED. SUBJECT TO THE FOREGOING, THE LIABILITY OF TENABLE FOR DAMAGES ARISING FROM THIS AGREEMENT SHALL BE LIMITED TO MONETARY DAMAGES, AND WILL BE LIMITED TO COMPANY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID TO TENABLE FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. FURTHER, TENABLE WILL ONLY BE LIABLE IN THE AGGREGATE FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRODUCTS OR THE PERFORMANCE OR NON-PERFORMANCE OF

TENABLE'S OBLIGATIONS UNDER THIS AGREEMENT FOR AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID BY COMPANY FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT FROM WHICH THE DAMAGES AROSE. UNDER NO CIRCUMSTANCE SHALL TENABLE BE LIABLE FOR WARRANTIES GRANTED BY COMPANY. EXCEPT WITH RESPECT TO (A) ANY BREACH BY COMPANY OF TENABLE'S INTELLECTUAL PROPERTY RIGHTS OR (B) COMPANY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRODUCTS OR THE PERFORMANCE OR NON-PERFORMANCE OF SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Trade Control Laws. In the performance of the Agreement, Company shall comply with all applicable export control and economic sanctions laws and regulations of the United States, European Union, EU member states, United Kingdom and other applicable government authorities including without limitation the U.S. Export Administration Regulations, the economic sanctions rules and regulations implemented under statutory authority and/or the President's Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control, the International Traffic in Arms Regulation ("ITAR"), and the anti-boycott rules implemented by the Departments of Commerce and Treasury (collectively, "Trade Control Laws"). Company will not export, re-export, transfer, re-transfer or otherwise ship the Products except as authorized under applicable Trade Control Laws. Company hereby acknowledges and confirms that Company and any of its Resellers or Customers (i) are not included on, owned or controlled by an individual or entity included on, or acting on behalf of an individual or entity included on any of the restricted party lists maintained by the U.S. Government (e.g., Specially Designated Nationals List, Foreign Sanctions Evader List, Sectoral Sanctions Identification List, Denied Persons List, Unverified List, Entity List or List of Statutorily Debarred Parties) (collectively, "Restricted Parties"); (ii) will not export, re-export, transfer, re-transfer or otherwise ship, directly or indirectly, the Products or related technology to or for use by Restricted Parties; (iii) will not export, re-export, transfer, re-transfer or otherwise ship, directly or indirectly, the Products or related technology to or for use in or by countries or territories subject to U.S. economic sanctions (e.g., Crimea, Cuba, Iran, North Korea, or Syria); or (iv) will

not use or sell the Products for nuclear end-uses, rocket systems, unmanned air vehicles, chemical or biological weapons, maritime nuclear propulsion, weapons of mass destruction or other restricted end-uses except to the extent consistent with Trade Control Laws. Company will require its Resellers and Customers to comply with this Trade Control Laws section. Violation of this section may result in immediate termination of the Agreement or other remedies at the discretion of Tenable.

12. Independent Contractors. Company is an independent contractor of Tenable, and shall so represent itself to all other parties. Company, its contractors, subcontractors, agents and employees shall not be deemed to be employees of Tenable by operation of this Agreement. There is no relationship of partnership, agency, employment, franchise or joint venture between Company and Tenable. Company has no express or implied right or authority to bind Tenable or to incur any obligation on behalf of Tenable. In particular, nothing herein shall be interpreted as making Company the commercial agent of Tenable. Company shall be deemed to be a licensee of any copy of the Products which it orders from Tenable for its own use under the terms and conditions of Tenable's then-prevailing standard software license agreement.

13. Termination. This Agreement may be terminated without cause by either party with thirty (30) days' prior written notice to the other party. In the event of a material breach of this Agreement that is not cured within fifteen (15) days' after delivery of notice of breach to the breaching party, the non-breaching party may terminate this Agreement upon notice to the breaching party. After notice of termination of this Agreement is given by either party pursuant to the terms and conditions of this Agreement, Tenable shall be obligated to deliver to Customers only the Products ordered by Company prior to the effective date of termination. The termination of this Agreement will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will submit an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

15. Survival. Any provisions of this Agreement that by their nature are intended to survive any expiration or termination will survive expiration or termination of this Agreement for any reason, including Sections 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22 and 24 and any payment obligations accrued as of the date of termination.

16. Force Majeure. Tenable shall not be liable for any failure to perform or any delay in performance of its obligations under this Agreement caused by circumstances beyond its control or that make performance commercially impracticable, including fire, storm, flood earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, riots, civil commotion, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortages, transportation embargoes, acts of God, acts or omissions of any government or any agency thereof or judicial action.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements and understandings, written or oral. No amendment to this Agreement shall be binding upon either party unless in writing and signed by an authorized representative of each party. Any term of any order form or similar document received by Tenable pursuant to this Agreement that is inconsistent with any provision of this Agreement shall be void and of no effect.

18. Assignment. Company shall not assign its rights or delegate its obligations under this Agreement, and any such purported assignment shall be void and of no effect. Tenable, however, may assign this Agreement and its rights and obligations without Company's consent.

19. Waiver. The failure or delay of either party to exercise or enforce any right, power or privilege under this Agreement, or the waiver of a breach of any term or condition of this Agreement, shall not prevent a subsequent exercise or enforcement of such right, power or privilege or be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

20. Audit. Tenable may, by itself or through a third party independent auditor, audit Company's records to confirm compliance with this Agreement. Tenable shall: (i) provide Company with reasonable advance notice of the audit; (ii) not request such audit more than once per year unless Tenable reasonably believes Company has breached Section 2.3 of this Agreement; and (iii) not unreasonably interfere with Company's business activities when conducting the audit.

21. Notice. All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been given when sent by reputable express courier, or certified mail, to the party for whom it is intended at the party's address set forth above or at such other address as shall be designated by notice given to the other party as provided in this Section 21. Notwithstanding the foregoing, Tenable may provide notice to Company via email.

22. Laws.

22.1 Americas. For transactions with Tenable, Inc. and Tenable Public Sector LLC, this Agreement shall be

governed in all respects by the laws of the State of Delaware, USA, without regard to choice-of-law rules or principles. The Parties agree that: (i) no aspect or provision of the Uniform Computer Information Transactions Act shall apply to this Agreement; and (ii) this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby submit to the exclusive jurisdiction of the courts of Howard County, Maryland, and the United States District Court for Maryland, Baltimore Division, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the Parties waive all right to a jury trial with respect to any issues in any action or proceeding arising out of or related to this Agreement.

22.2 Rest of World. For transactions with Tenable Network Security Ireland Limited, this Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) (“Disputes”) shall be governed by, and construed in accordance with, the laws of Ireland. All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English

language and shall be governed by the Arbitration Act 2010. Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland.

23. Miscellaneous. “Including” and its derivatives (such as “include” and “includes”) mean including without limitation; this term is as defined, whether or not capitalized in this Agreement.

24. Public Sector. Company shall be solely responsible for compliance with all applicable federal, state, provincial, local or other procurement regulations, including but not limited to the Federal Acquisition Regulation (FAR) clauses applicable to the subject contract (collectively, “Procurement Flow-Downs”). Tenable shall not comply with any Procurement Flow-Downs, including flow-downs identified as mandatory by a Customer or, if applicable, its contracting officer (or equivalent), unless Tenable and Company agree separately, in a writing signed by authorized representatives of both parties, as to which of the Procurement Flow-Downs Tenable will accept. Company shall indemnify, defend, and hold Tenable harmless in any claim based on a Procurement Flow-Down that Tenable has not accepted separately in writing.