



HEALTH CHECK SERVICE SOW

This Statement of Work (“**SOW**”) is entered into as of the effective date the Order that references this SOW (the “**SOW Effective Date**”) by and between the customer identified on the Order (“**Customer**”) and the Lacework entity identified on the Order (“**Lacework**”) and describes the Technical Services to be performed for Customer. This SOW supplements the [Lacework Terms of Service](#) (or other written agreement covering the same subject matter executed by Lacework), including the Technical Services Addendum thereto (collectively, the “**Agreement**”). Capitalized terms not specifically defined in this SOW shall have the meaning as described in the Agreement.

Each SOW is intended by the parties as the final, complete, and exclusive terms of their agreement and supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to the subject matter of that SOW. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only.

1. **Description of Health Check Technical Services.** During the Term, Lacework shall provide the following Technical Services:

Technical Service Overview

The Lacework Health Check Service (“**Health Check**”) is delivered remotely or onsite and designed to assist Customer in the assessment of Customer’s current state, and provide recommendations designed to further maximize the value of the Lacework platform. During or at the conclusion of the Health Check engagement, Lacework will provide documentation in the form of a Health Check Report highlighting findings and recommendations, and will deliver a final presentation of the engagement results and recommended next steps.

Health Check documentation may be customized during the course of the Technical Services, which will be planned for over a continuous three (3) day period. While this is a typical recommended timeline and schedule, actual schedule may be adjusted as required and as mutually agreed upon by the parties.

Lacework will assist Customer with the following Technical Services in Customer’s non-production environment:

- Review Customer’s business objectives and goals
- Validate prior configurations and review any updates introduced
- Review ongoing adherence to general best practices and playbooks
- Introduce Lacework platform
- Knowledge transfer
- Next step recommendations to further utilize Lacework platform

- Analysis and understanding of current state implementation against benchmark and best practices
- Recommendations on how to possibly further increase adoption and interoperability within Customer environment

Deliverables:

- Health Check Report highlighting opportunities and recommendations
- Presentation

2. Pricing and Payment Terms.

The Technical Services described in this SOW will be provided on a fixed price basis pursuant to the fees and payment terms set forth on the Order Form or other order documentation referencing this SOW.

Change Orders: Any modifications or changes from the scope of work or terms that are not specifically included and described in an SOW will be considered outside the scope and must be procured separately through a formal, written, signed amendment or change order to the SOW, which may result in additional cost or modified terms.

Reseller Orders. If Customer is procuring these Technical Services through a Reseller, then Customer will pay all applicable fees directly to Reseller and different terms regarding invoicing, payment and taxes may apply as specified in the Order between Customer and Reseller. Reseller is not authorized to make any changes to this SOW on behalf of Lacework, including, but not limited to additional warranties, representations, promises or commitments.

- Expenses.** No expenses will be charged to Customer under this SOW.
- Scheduling and Term.** All Technical Services must be scheduled in advance in one-week or two-week increments and must be completed within one (1) month from the Effective Date of this SOW ("**Term**"). Customer shall not be due any credit or refund for any Technical Services not consumed during the Term.

Rescheduling Policy. There will be no rescheduling fee for Technical Services that are rescheduled more than thirty (30) days in advance. For Technical Services rescheduled more than fourteen (14) days, but fewer than thirty (30) days in advance, Customer will be charged for any non-refundable travel expenses and/or change fees incurred by Lacework. For Technical Services rescheduled fourteen (14) days or fewer in advance, Customer will be charged: (a) a rescheduling fee of ten-thousand dollars (\$10,000 USD) (or its equivalent amount if charged in a different currency) and (b) for any non-refundable travel expenses and/or change fees incurred by Lacework. The fees set forth in this section are in addition to any fees set forth above in Section 2 and will be billed separately.

5. Assumptions and Dependencies

The parties agree on the following:

- a. Customer may not record, film, stream or otherwise capture in video or audio format any performance or aspect of the Technical Services.
- b. Customer will assign a Project Manager for the duration of the project who will coordinate meeting schedules and availability of Customer personnel reasonably needed for the delivery of the Technical Services.
- c. Customer is solely responsible for testing, deploying, maintaining, and supporting Technical Services provided or recommended by Lacework. Customer will be responsible for determining if, how, and when it will implement any recommendations made by Lacework.
- d. Lacework does not provide legal or compliance advice, and Customer is responsible for making its own assessment of whether its use of the Technical Services meets applicable legal and regulatory requirements.
- e. Lacework is not precluded from developing, using, or selling products or services that are similar or related to the Technical Services and Deliverables.
- f. The Technical Services will be provided on business days (holidays excluded) during regular business hours (8am to 5pm local time).
- g. Onsite Technical Services shall be delivered at the ship-to address listed on the Order.

