

## Armis Vulnerability Intelligence Database

This Agreement (the “**Agreement**”) sets forth the terms and conditions governing the commercial use of the Armis Vulnerability Intelligence Database (the “**Database**”). This Agreement is between Armis, Inc. (“**Armis**”) and the customer who purchased the subscription to the Database (the “**Customer**”). Unless Customer and Armis have signed another agreement which expressly governs Customer’s subscription to and use of the Database and overrides this Agreement, by accepting this Agreement via the signing or otherwise indicating acceptance of an applicable Purchase Order, by clicking through to access the Database, or by otherwise indicating Customer’s acceptance of this Agreement through access to and/or use of the Database (and such date, the Effective Date unless another date is indicated in the Purchase Order), Customer agrees to be bound by this agreement and the person acting on Customer’s behalf hereby represents to Armis that they have the authority to bind Customer to this Agreement through such consent or access to the Database. If Customer does not agree to this Agreement or you do not have the authority to bind Customer to it, then Customer may not access or use the Database. The parties agree as follows:

**1. License Grant.** Subject to the terms and conditions of this Agreement, Armis grants the Customer a non-exclusive, non-transferable, worldwide, revocable license to access and use the Database and the data contained therein for its commercial purposes. This license permits the Customer to extract, store, analyze, and use data from the Database. Customer may access the Database via the Armis-provided API and API keys, subject to the terms of the Armis API/SDK License Agreement available at: <https://www.armis.com/legal-compliance/api-sdk-license-agreement/>.

**2. Proprietary Rights and Attribution.** The Database contains vulnerability data that is a combination of publicly available information, including but not limited to data from the National Vulnerability Database (NVD) maintained by NIST, and proprietary data and enhancements developed and owned exclusively by Armis. The Customer acknowledges that Armis retains all right, title, and interest in and to its proprietary data, enhancements, and the Database as a whole. Subject to Section 3 (Permitted Uses) below, the Customer may distribute the data or any derivative works created from the data, provided that the Customer includes proper attribution to Armis. Such attribution shall be clearly and conspicuously displayed in all products or services that contain data derived from the Database. All mentions of and attributions to Armis shall be in accordance with the Armis Trademark Usage Guidelines available at: <https://www.armis.com/legal-compliance/trademark-usage-guidelines/>.

**3. Permitted Uses.** The Customer is expressly permitted to (i) integrate data from the Database into the Customer’s internal systems and products; and (ii) create, distribute, or sub-license derivative works from the data.

**4. Restrictions:** The Customer shall not (i) distribute the data to the general public, whether via a publicly accessible website or other means; (ii) distribute the Armis API or API keys, or permit use thereof by any third parties; (iii) attempt to reverse engineer, decompile, or disassemble the Database or its underlying software; (iv) alter or remove any trademarks or proprietary notices contained in or on the Database; (v) attempt to gain access to the Database or its related systems or networks through unauthorized means, circumvent or interfere with any authentication or security measures of the Database, or otherwise interfere with or disrupt the integrity or performance of the Database; (vi) probe, scan, or test the vulnerability of any Armis system or network; or (vii) use any portion of the Database in violation of any applicable laws. Customer shall promptly notify Armis in writing if it becomes aware of, or has reason to believe, that any of the prohibitions in this Section have been breached by Customer.

**5. Term and Termination.** Unless Customer has procured its subscription to the Database through a third party whose terms, conditions or policies provide otherwise, this Agreement shall remain in effect for a period of one (1) year from the Effective Date, unless terminated earlier as provided herein, and shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Either party may terminate this Agreement for a material breach that is not cured within thirty (30) days of written notice. Upon termination, Customer’s access to the Database will cease. However, any data lawfully extracted by the Customer prior to the effective date of termination may be retained and used by the Customer in

accordance with this Agreement.

**6. Disclaimer.** THE DATABASE IS PROVIDED “AS IS” AND “AS AVAILABLE.” ARMIS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE DATABASE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY, CONDITION, AND FITNESS FOR A PARTICULAR PURPOSE, WITHOUT LIMITATION. ARMIS MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER’S USE OF THE DATABASE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE DATA IS ACCURATE, COMPLETE, OR UP-TO-DATE.

**7. Limitation of Liability.** IN NO EVENT SHALL ARMIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE DATABASE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARMIS’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE USE OF THE DATABASE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**8. Armis’s Indemnification of Customer.** Armis shall defend Customer against any claims, suits, actions, or proceedings brought against Customer and/or its directors, officers, and employees by a third party (including any regulatory authority) to the extent such claim alleges that Customer’s permitted use of the Database under this Agreement infringes or misappropriates the intellectual property rights of a third party (“**IP Claim**”). Armis shall indemnify Customer for all damages, fines, judgments, costs, and expenses, including reasonable attorneys’ fees, that are finally awarded by a court of competent jurisdiction or that are agreed to by Armis in a monetary settlement in connection with an IP Claim. If any IP Claim is brought or threatened, Armis may, at its sole option and expense: (i) procure for Customer the right to continue to use the Database; (ii) modify or replace the relevant portion(s) of the Database with a non-infringing alternative having substantially equivalent performance; or (iii) terminate this Agreement and issue a prorated refund of any unused prepaid fees for the remaining term as calculated from the effective date of the termination. Notwithstanding the foregoing, Armis is not obligated to indemnify or defend any IP Claim to the extent arising from: (a) any use of the Database in combination with software, products, or services not provided by Armis or any modification to the Database by Customer not authorized by Armis, where the Database would not be infringing but for such combination or modification; (b) Customer’s failure to use the Database in accordance with this Agreement; or (c) Customer’s use of the Database in its own products or services.

**9. Requirements for U.S. Government Entities.** If Customer is an agency or department of the United States federal government, Customer understands and agrees that DFARS 252.227-7013 and FAR 52.227-14 do not apply because the Database is a commercial item under FAR 2.101.

**10. General Provisions.** Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Armis’s prior express written consent. Armis may conduct a reasonable audit of Customer’s use of the Database to confirm Customer’s compliance with this Agreement. Such audit shall be limited to Customer’s books and records pertinent to this Agreement and shall not be unreasonably disruptive to Customer’s business. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the Parties must participate in good faith mediation in Santa Clara County, California (except an action or proceeding required to protect or enforce a Party’s intellectual property rights). If any provision of this Agreement is found illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Agreement shall remain in full force and effect.

A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default. This Agreement is the complete and exclusive agreement between Customer and Armis relating to the Database and supersedes any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter.

If the parties are executing a signature version of this Agreement, the Parties' authorized representatives have agreed to and accepted this Agreement as of the last date set forth below.

Customer: \_\_\_\_\_

Armis: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: Legal.notices@Armis.com

Date: \_\_\_\_\_

Date: \_\_\_\_\_