ARMIS PLATFORM TERMS AND CONDITIONS

These Platform Terms and Conditions ("**Terms**") between the Armis entity identified in Section 14 below ("**Armis**") and the customer ("**Customer**") who accepts these Terms, and/or accesses and/or uses the Platform or the Services (as defined below), govern and constitute the sole binding contract with respect to Customer's subscription to, or (where applicable) purchase of, and use of any Platform components or Services, whether subscribed to, purchased, or used before, on, or subsequent to the Effective Date (in each case unless another agreement is signed among the Parties referenced below with respect to Customer's subscription to any Platform components and/or purchase of Services, in which case such agreement and not these Terms shall govern).

This is a legal, enforceable contract between Customer and Armis, and by clicking through to access or use the Platform or the Services, signing to these Terms, or otherwise indicating Customer's acceptance of these Terms in a Purchase Order, or through Customer's use of the Platform (such time, "Effective Date"), Customer expressly agrees to be bound by these Terms as the sole agreement governing Customer's subscription to, purchase of, and use of the Platform or the Services, whether subscribed to, purchased, or used before, on, or subsequent to the Effective Date, and any claims associated therewith. If the person signing, accepting or clicking through the Platform or the Services is entering these Terms on behalf of another entity or person, such person hereby represents to Armis that they are an Authorized User with authority to bind Customer and its Affiliates to these Terms through such consent or use the Platform or the Services. If such person does not have such authority or if Customer does not agree to these Terms, Customer may not subscribe to or use the Platform or the Services. Capitalized terms will have the meaning assigned to such terms where defined throughout these Terms. In case of a conflict among the terms of these Terms and any Purchase Order, the terms of these Terms shall supersede any such conflicting terms unless otherwise expressly specified in a Purchase Order executed by Armis. Each of Armis or Customer is sometimes described in these Terms as a "**Party**" and together, "**Parties**," which Parties agree as follows:

1.   **Definitions**:

1.1 "**Affiliate(s)**" means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with a Party.

1.2 "**Asset Block**" means, the quantity-based range of Supervised Assets for which Customer is charged the Fees associated with such Asset Block ("**Assets Block Fees**"), as detailed in an applicable Purchase Order. By way of example, an Asset Block of '10,000 - 19,999' means that Armis monitors in Customer's instance of the Platform between 10,000 and 19,999 Supervised Assets.

1.3 "**Authorized User**" means any individual who accesses the Platform on Customer's behalf.

1.4 "**Collector**" means any physical appliance ("**Hardware Appliance**") and/or software-based collector ("**Virtual Appliance**"), in each case comprising Armis' proprietary Collector Software, in each case identified as ordered in an applicable Purchase Order.

1.5 "**Current Release**" means the most recent release of the Platform Software.

1.6 "**Customer Data**" means all data and information associated with the Customer that the Platform automatically accesses, collects, processes and/or hosts when monitoring, and communicating with, Customer's information technology systems or in accessing Services including: user data, online identifiers and media access control addresses, usernames, device communication details, data transmission protocols, communication headers, metadata representing connection and session set up exchanges, host name associated with a device and the network, but excluding System Data.

1.7 "**Documentation**" means Platform's then-current published documentation such as technical user guides, release notes, installation notes, and other materials that Armis delivers to Customer pertaining to the Platform through the Armis Support Portal available at: https://support.armis.com/s/login.

1.8 **"Enhancement(s)"** means any update, patches, bug fixes and versions of the Software.

1.9 **"Evaluation"** means the registration for and use of the Platform for the limited purpose of assessing and installing the Platform for internal evaluation by Customer who is considering the purchase of the Platform but without the obligation to enter into any further agreement, in each case subject to these Terms and specific limitations for such Evaluation use.

1.10 **"Intellectual Property Rights"** means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.11 **"Partner"** means an authorized Armis partner such as a reseller or implementation partner.

1.12 **"Platform"** means the SaaS Component and the Collectors.

1.13 **"Platform Assets"** means the Platform, Documentation, and Content.

1.14 **"Proprietary & Confidential Information"** means any information disclosed (whether in oral, written or other tangible or intangible form, but excluding any Customer Data automatically uploaded to or aggregated by the Platform) by or on behalf of one Party (**"Discloser"**) to the other Party (**"Recipient"**) that is marked as "confidential," or in some other manner to indicate its confidential nature, or that the Recipient knows or reasonably should know is confidential information of the Discloser given the facts and circumstances surrounding such disclosure. Without limiting the foregoing, the Armis technology subject to Armis Intellectual Property Rights are Armis' Proprietary & Proprietary & Confidential Information. Proprietary & Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser.

1.15 **"Purchase Order"** means, with respect to Customer's subscription to the Platform and/or receipt of Services (i) a mutually agreed to and executed purchase order or similar document detailing the applicable commercial terms among Customer and Armis (for direct sales from Armis to Customer), or Customer and Partner (for indirect sales through Partner), or (ii) a purchase order or similar document among an applicable Partner and Armis executed by such Partner, and in each of (i) or (ii) referencing, accepting and incorporating these Terms as the sole binding legal agreement for Customer's subscription to the Platform and/or purchase of Services, and further in the case of indirect sale from Armis to Customer via a partner, referencing and accepting a corresponding quote from Armis detailing the commercial terms with respect to such subscription and/or provision of Services (**"Quote"**).

1.16 **"SaaS Component"** means Armis proprietary cloud-based applications and underlying SaaS Software identified as ordered under an applicable Purchase Order.

1.17 **"Services"** means Support Services, or professional or other services provided by Armis and detailed in an applicable Purchase Order.

1.18 **"SLA/SLO"** means the Armis Service Level Agreement/Service Level Objectives, as updated from time to time, available via Armis' Trust Portal.

1.19 **"Software"** means Armis proprietary software comprising the SaaS Component (**"SaaS Software"**) and installed in Hardware Appliances or comprising Virtual Appliances (**"Collector Software"**) and including Enhancements thereof.

1.20 **"Subscription Term"** or **"Term"** shall have the meaning assigned to such terms in Section 11.

1.21 **"Supervised Assets"** means, for licensing charges purposes, all devices (excluding users or applications) uniquely identified via one (1) or more device profile properties (such as device type, operating system, brand, model, etc.), which appear in Armis Standardized Query (ASQ) search results from Customer's Armis console during a period of up to 365 days, excluding Unsupervised Assets; whereby **"Unsupervised Assets"** means assets that belong solely to a group (or groups) configured by Customers for deletion with respect to such assets' device data, in which case such assets' data shall be deleted from the Platform three (3) days from data collection time. A Supervised Asset appearing in more than one Platform tenant shall be charged for each tenant in which it appears as a Supervised Asset.

1.22 **"Support Services"** means the services to be provided by Armis as set out in the SLA/SLO and as detailed in an applicable Purchase Order.

1.23 **"System Data"** means data or information related to Customer's network environment and use of the Platform, that is collected by Armis in an aggregate and irretrievably anonymized form and used by or on behalf of Armis for security, Platform improvements, product and operations management, and research and development, including compiled statistical and performance information about the universe of devices monitored by Armis to enhance Platform capabilities.

1.24 **"Third Party Services"** means a third party that manages the installation, onboarding and/or operation of the Platform on Customer's behalf.

1.25 **"Third Party Products"** means other third-party products, applications, services, software, networks, or other systems or information sources that link to the Platform through Armis' open Application Programming Interface (API).

2. **License Rights, Obligations, and Restrictions**.

2.1 **Rights to Use**. Subject to Customer's compliance with the terms and conditions of these Terms during the Subscription Term Armis hereby grants to Customer (directly or through a Partner, as applicable) a worldwide non-exclusive, non-transferable (except under Section 15), and non-sublicensable license to: (a) access and use the Platform Assets; (b) install and use Collectors solely for Customer's internal business purposes and in each case, to the extent and scope subscribed to by Customer under a valid Purchase Order; and (c) integrate Customer's instance of the Platform with Third Party Products via the Armis API. Without limiting the prior sentence, all use of the Platform must be in accordance with the Documentation and subject to any use limitations indicated in the applicable Purchase Order. The license granted to Customer herein includes the right to deploy and use the Platform at Customer's Affiliates' environments so as to provide the Platform to such Affiliates, provided that Customer remains fully responsible and liable under these Terms for Customer's Affiliates' use of the Platform.

2.2 **Authorized Users**. The Platform may only be used by or for Customer through an account that is specific to Customer (the "**Account**"). Customer is solely responsible for: (a) identifying and authenticating all Authorized Users; (b) approving access by such Authorized Users to the Platform; (c) ensuring the Authorized Users comply with the terms of these Terms as if they were a party to it, and that none of Customer's personnel, agents, or advisors who are not Authorized Users access or attempt to access the Platform; (d) ensuring that the Authorized Users keep their Account login details secure at all times and will treat such Account login details with at least the same degree of care as Customer's most sensitive confidential information; and (e) all activities that occur under its and its Authorized Users' usernames, passwords or accounts. Armis is not responsible for any losses arising due to any breach of these Terms by any Authorized User or any other personnel, agent or advisor of Customer. Customer will notify Armis immediately of any unauthorized access or use of the Platform.

2.3 **Customer Dependencies**. In connection with Armis' provision of the Platform, Customer acknowledges that Authorized Users will be required to perform certain tasks and provide Armis with certain information to facilitate use of the Platform as set forth under Sections 2.1 and 2.2 ("**Customer Dependencies**"). Customer understands that Armis' provision of the Platform is dependent on Customer's timely and effective satisfaction of the Customer Dependencies hereunder and timely decisions and approvals by Customer, on which Armis will be entitled to rely.

2.4 **Armis Obligations**. Armis will: (a) provide Customer with access to the Platform Assets and any other Assets agreed upon under a valid Purchase Order; and (b) use commercially reasonable efforts to make the SaaS Component available as set forth in the SLA/SLO.

2.5 **Enhancements**. Armis will provide Customer with all Enhancements that Armis may, in its sole discretion, make generally available to its licensees at no additional charge. All Enhancements provided to Customer are deemed included within the license in Section 2.1. Customer agrees to accept all Enhancements necessary for the proper function of the Platform as released by Armis from time to time, and further agrees that Armis shall not be responsible for the proper performance of the Platform or security issues encountered with the Platform related to Customer's failure to accept Enhancements in a timely manner.

2.6 **Services**. As an active Customer subscribing to the Platform under these Terms, during the Subscription

Term Customer may receive and/or subscribe to Services as detailed in a relevant Purchase Order. Customer's subscription to such Services and receipt thereof is subject in each case to the terms of these Terms and any additional terms provided by Armis for each such Services (collectively, "**Services Agreements**").

2.7 **Third Party Services.** Customer may engage a Third Party Service to operate the Platform on Customer's behalf, provided that (i) Customer enters a written agreement with such Third Party Service requiring the Third Party Service to comply with these Terms in all aspects relevant to Customer's rights and obligations hereunder as operated by such Third Party Services; (ii) promptly provide Armis with a copy of such written agreement upon Armis' request; (iii) as between the Parties, Customer remains responsible for compliance with these Terms, and liable to Armis for Third Party Service's use and access to the Platform on Customer's behalf; and (iv) such Third-Party Service only uses the Platform for Customer's purposes that do not violate any license restrictions in these Terms and not for the benefit any third party.

2.8 **Third Party Products.** If Customer decides enable an integration of Third Party Products with Customer's instance of the Platform via Armis' APIs, which among other things may involve sending Customer Data to such Third Party Products, then Customer understands and agrees that Armis does not warrant, and these Terms do not cover, the use of and, where applicable, subscription to such Third Party Products, even if Armis offers integration enablement options, resells them, or designates such Third Party Products as certified, approved, recommended or otherwise being member of an Armis partner program. Customer's access to and use of such Third Party Products is governed by the terms of such Third Party Products, and Armis is not responsible or liable for, and makes no representations as to any aspect of such Third Party Products, including, without limitation, their content or the manner in which they handle data or any interaction between Customer and the provider of such Third Party Product, or any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Third Party Products. Customer may be required to register for or log into such Third Party Services on their respective websites. By enabling any Third Party Products in conjunction with the Platform, Customer expressly permits Armis to disclose Customer's Login as well as Customer Data to such Third Party Products as necessary to facilitate Customer's enablement and use of such Third Party Products.

2.9 **Ownership and Reservation of Rights.**

2.9.1 Except for the rights granted to Customer in Section 2.1, except where otherwise expressly stated in a Services Agreement executed by Armis, as between the Parties Armis solely owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to all technology, Software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and other tangible and intangible material and information incorporated into or constituting any portion of the Platform Assets (but excluding any Customer Data) and/or work product associated with Services. Except where expressly be detailed in a Services Agreement signed by Armis with respect to Services, nothing in these Terms or any Purchase Order will limit or prevent Armis from developing any work product or deliverables for any third party, and any and all technology in any form or medium, including software and other works of authorship, data, databases, and collections of data, inventions (whether or not patentable) or discoveries, trade secrets and confidential information, and any processes, know-how, or techniques, in each case, that is conceived, developed, or reduced to practice by or on behalf of Armis in connection with the Platform Assets and/or Services is solely owned by Armis.

2.9.2 **Customer Data**. Customer hereby grants to Armis during the Subscription Term a non-exclusive, irrevocable (subject to Customer's rights to terminate the Agreement), non-transferable (except under Section 15), royalty-free and worldwide license, with the right to grant and authorize sublicenses as set forth below, to process, transmit, store, use and disclose Customer Data solely in connection with the performance of its obligations or the exercise of its rights under these Terms. Except for the rights granted to Armis in this Section 2.9.2 and Section 2.9.4, as between the Parties, Customer solely owns and retains all rights, title and interest in and to Customer Data and Feedback, including all Intellectual Property Rights embodied in Customer Data.

2.9.3 **System Data**. Notwithstanding anything to the contrary in these Terms, Armis may collect and compile System Data, and solely owns and retains all rights, title and interest in System Data.

2.9.4   **Feedback**. From time-to-time, Customer may make available to Armis, directly or indirectly, feedback, analysis, suggestions or comments about the Platform Assets, Services and/or Software (collectively, "**Feedback**"). Customer hereby grants to Armis a non-exclusive, perpetual, irrevocable, transferable, royalty-free and worldwide right, with the right to grant and authorize sublicenses, to use and benefit from such Feedback to provide and improve the Platform and Armis' business without any compensation or credit due to Customer.

2.9.5   Each Party retains all rights that are not expressly licensed to the other Party in these Terms and does not grant the other Party any implied licenses in these Terms under any theory.

2.10 **Restrictions**. Except as expressly permitted by these Terms, Customer may not, directly or indirectly, and may not authorize any third party to: (a) attempt or actually decompile, disassemble, reverse engineer, copy, frame or mirror any part or content of the Platform, or otherwise attempt to derive the source code, structure, ideas, algorithms, or associated know-how, or reconstruct or discover any hidden or non-public elements, of the Platform (except to the extent expressly permitted by applicable law notwithstanding this restriction); (b) translate, adapt, or modify the Platform Assets; (c) write or develop any program based upon the Platform Assets, or otherwise access, test and/or use any portion of the Platform Assets in any manner for the purpose of developing, distributing or making accessible products or services that compete with any portion of the Platform Assets; (d) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Platform Assets or any rights thereto; (e) permit any portion of the Platform Assets to be used by any persons other than Authorized Users, or attempt to gain unauthorized access to the Platform or its related systems or networks; (f) use the Platform other than as permitted under these Terms, as directly related to Customer's internal business operations and in conformity with the Documentation, and not otherwise use the Platform for any other commercial or business use, including without limitation, offering any portion of the Platform as benefits or services to third parties; (g) alter or remove any trademarks or proprietary notices contained in or on the Platform Assets; (h) circumvent or otherwise interfere with any authentication or security measures of the Platform, or otherwise interfere with or disrupt the integrity or performance of the Platform; (i) use any portion of the Platform Assets in violation of or non-compliance with any applicable laws, rules or regulations, including without limitation regarding export controls, or transmit to or from the Platform any data, materials or other content that infringes, misappropriates or otherwise violates any third party intellectual property or other rights; or (j) disclose the results of any testing or benchmarking of the Platform to any third party (except to Third Party Services). The SaaS Component is designed to be run as a single-tenant instance, and licenses may not be shared among multiple Customers. Customer acknowledges that Armis may, but is under no obligation to, monitor Customer's use of the SaaS Component. Armis may suspend Customer's or any Authorized User's access to the SaaS Component for any period during which Customer is, or Armis has a reasonable basis for alleging Customer or such Authorized User is, in noncompliance with any of the prohibited actions in this Section. Customer must promptly notify Armis in writing if it becomes aware of, or has reason to believe, that any of the prohibitions listed in this Section has been breached by Customer or any Authorized User.

3.   **Hardware**. If Customer leases or purchases Hardware Appliances, then Customer will pay Armis or its approved Reseller for the Hardware Appliance the amount(s) set forth in the applicable Purchase Order.

3.1 **Generally**. In installing and configuring Collectors, Customer will use such Collectors in a careful and proper manner in accordance with the Documentation, at the locations agreed to by the Parties so as to enable proper usage and operation of the Platform. Customer understands and agrees that if Collectors are moved to any other location without the prior express written consent from Armis, then the Platform may not operate as intended. Customer will use any leased or purchased Hardware Appliance in compliance with all applicable laws, ordinances or regulations, and Documentation, and Customer may not use them other than for the purpose for which they were provided to Customer.

3.2 **Lease Option**. Where Customer leases Hardware Appliances, Armis hereby leases to Customer, and Customer hereby leases from Armis, any Hardware Appliance under an applicable Purchase Order for use solely in connection with Customer's subscription to the Platform under such Purchase Order. If a leased Hardware Appliance is lost, stolen, destroyed, or damaged for any reason, or Customer fails to timely return it upon the expiration or termination of these Terms (as applicable), Armis may issue to Customer an invoice for the purchase price of such Hardware Appliance, and payment therefore will be due upon receipt of such invoice. For leased Hardware Appliances and as between the Parties, Armis solely holds title to such Hardware Appliances, and Customer will keep the Hardware Appliances free

of all security interests, liens, and other encumbrances during the Term.

3.3 **Purchase Option**. Where Customer purchases Hardware Appliances, Armis hereby sells, and Customer hereby purchases such Hardware Appliances under an applicable Purchase order for use solely in connection with Customer's subscription to the Platform under such Purchase Order; provided however that Collector Software is licensed for the Subscription Term and is not sold as part of a purchased Hardware Appliance.

3.4 **Shipment and Delivery**.

3.4.1 **Shipment and Delivery Requirements**. Armis will ship Hardware Appliances to a location agreed upon by the Parties in writing (a "**Delivery Location**") using Armis' standard methods for packaging and shipping. Armis may make partial shipments of Hardware Appliances, each of which constitutes a separate order, and Customer will pay the Fees for each of the units shipped in accordance with this Section 3. Any time quoted for delivery is an estimate only. All Fees charged by Armis for Hardware Appliances are according to Carriage Paid To Delivery Location (Incoterms 2020) and are inclusive of shipping costs but may not be inclusive of other costs including destination charges or customs duty, as applicable, for which Customer is responsible.

3.4.2 **Risk of Loss**. Risk of loss for Hardware Appliances will pass to Customer upon delivery to Armis' designated carrier in accordance with Carriage Paid To Delivery Location (Incoterms 2020). Without limiting the foregoing, if Customer fails to accept delivery of any Hardware Appliance on the date when the same have been delivered at the Delivery Location, or if the carrier is unable to deliver any Hardware Appliance at the Delivery Location on such date because Customer has not provided appropriate instructions, documents, licenses, or authorizations: (a) risk of loss to the Hardware Appliance will remain with the Customer; (b) the Hardware Appliance will be deemed to have been delivered; (c) Armis, at its option, may store the Hardware Appliance until Customer picks it up; and (d) Customer will be liable for all related costs and expenses (including storage, insurance, and additional shipping costs).

3.4.3 **Acceptance of Hardware Appliance**.

3.4.3.1 **Inspection**. Within ten (10) days after delivery of Hardware Appliances to the Delivery Location, Customer will be deemed to have accepted the Hardware Appliances unless it earlier notifies Armis in writing and furnishes written evidence as reasonably required by Armis that the Hardware Appliances: (a) are damaged, defective, or otherwise do not conform to the applicable Purchase Order; or (b) were delivered to Customer in error. If Customer notifies Armis pursuant to this Section, and Armis in its reasonable discretion agrees that the foregoing clause (a) or (b) applies, then Armis will determine, in its sole discretion, whether to repair or replace the applicable Hardware Appliances.

3.4.3.2 **Customer Shipping**. Customer will ship, at its expense and risk of loss, all Hardware Appliances to be repaired or replaced under this Section 3 to a location identified by Armis in writing; provided however, that if Armis repairs or replaces the Hardware Appliance under Section 3.4.3.1 or Section 3.6, then Armis will ship to Customer, at Armis' expense and risk of loss, the repaired or replaced Hardware Appliance to the original Delivery Location and will reimburse Customer for all reasonable shipping costs incurred by Customer from sending the Hardware Appliance to Armis.

3.4.3.3 **Limitation on Remedy**. The remedies set out in Section 3.4 are Customer's exclusive remedies, regarding any Hardware Appliance for which Customer has accepted delivery under Section 3.4. Except as provided under Section 3.4 and subject to Customer's obligation to return all Hardware Appliances upon termination or expiration of these Terms, all deliveries of Hardware Appliances under these Terms are made on a one-way basis, and Customer has no other right to return delivered Hardware Appliances.

3.5 **Additional Restrictions**. In addition to the restrictions stated in Section 2.10 of these Terms, Customer will not, and will not permit any third party to: (i) rent or lease Hardware Appliances, unless otherwise expressly authorized by Armis in writing; or (ii) transfer or copy the Collector Software within the Hardware Appliance to, or use the SaaS Software on, any other product or device.

3.6 **Hardware Warranty**. Subject to the End of Life limitation in Section 3.7 below, Armis warrants that Hardware Appliances will conform to the specifications set forth in the Documentation in all material

respects during the Subscription Term ("**Hardware Warranty**"). If Customer reasonably believes that the Hardware Warranty has been breached, then: (a) Customer must provide Armis detailed information in writing ("**Hardware Warranty Claim**") by submitting a support ticket via the Customer Support Portal for such warranty issue arising under the Hardware Warranty; and (b) Armis in good faith will assess the validity of the Hardware Warranty Claim. If Armis determines the Hardware Warranty Claim is valid, then Customer's sole remedy, and Armis' sole liability, will be to replace or repair, at its option, the Hardware Appliance and deliver the same to Customer's address set forth in the Purchase Order. A Hardware Warranty Claim will not be valid if Armis in good faith determines that such claim arises from Customer's or any other party's (acting on Customer's behalf) attempted or actual misusing, mishandling, neglecting, tampering with, or otherwise modifying the Hardware Appliance.

3.7 **Hardware Support Service.** Support for Hardware Appliances is provided pursuant to Armis' standard support services, as described in the Documentation, which may require installation of a Current Release Collector Software. Collector Software may only be installed on the applicable Hardware Appliance for which it was provided, and may cease to function upon the expiration or termination of the Subscription Term. For leased Hardware Appliances, Customer shall receive support services during the applicable Subscription Term. Support for purchased Hardware Appliances shall be provided during the Subscription Term subject to any End of Life described below. Armis will inform Customers nine (9) months in advance of the date in which Armis will discontinue distribution and support of an applicable Hardware Appliance ("**End Of Life**" or "**EOL**"), such that (i) purchased Hardware Appliances will no longer receive support Services or be subject to the Hardware Warranty; and (ii) Leased Hardware Appliances will be replaced by Armis upon EOL at its expense.

3.8 **Termination of Subscription Term**. At the end of the Subscription Term Customer shall ensure that all Hardware Appliances remain connected to the Internet for seven (7) days for Armis to permanently delete the Collector Software. Lease Customers shall promptly (and in any event no later than thirty (30) days following the termination of the Subscription Term) return the Hardware Appliances to Armis at Armis' expense and in accordance with Armis' instructions.

4.   **Payment**. Customer will pay Armis (or its Partner, as applicable) the applicable Assets Block Fees and/or other Platform charges, and any Services fees (collectively "**Fees**"), detailed in any applicable Purchase Order, in accordance with the terms therein. As verified by Armis from time to time during the applicable Subscription Term, if Customer's use of the Platform exceeds the maximum number of Supervised Assets permitted under the then-paid for Asset Block, or otherwise exceeds the Fees then-paid for Platform charges under an applicable Purchase Order, then Customer shall be billed for such usage and Customer agrees to pay the additional Fees in the manner provided herein. Unless otherwise specified in a Purchase Order issued or signed by Armis, or reflecting a valid Quote, with respect to each of the foregoing: (a) all of Armis' obligations under these Terms are conditioned on Customer's upfront payment in full of the applicable Fees set forth in the Purchase Order (b) Customer will pay all Fees under these Terms in U.S. Dollars currency; (c) all Fees invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (d) any Fees not paid when due and payable will accrue interest on a daily basis until paid in full at the lesser of: the rate of one and a half percent (1.5%) per month, or the highest amount permitted by applicable law. All Fees and other amounts paid hereunder are non-cancellable and non-refundable and cannot be offset against any other fees claimed as owed by Armis by Customer. All Fees payable under these Terms are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties (collectively, "**Taxes**"), and all such Taxes are Customer's sole responsibility. If applicable law requires Customer to withhold amounts on payments owed to Armis pursuant to these Terms, Customer shall: (y) effect such withholding and remit such amounts to the appropriate taxing authorities; and (z) ensure that, after such deduction or withholding, Armis receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Armis would have received and retained in the absence of such required deduction or withholding. Further, if applicable law requires Armis to collect any Taxes from Customer in connection with these Terms, then Armis will issue an invoice for such amounts and Customer will remit those amounts to Armis.

5.   **Evaluation; Early Adoption and Beta Use**.

5.1 **Evaluation**. If Customer has registered for an Evaluation, then Armis will provide access to the Platform Assets to Customer on an Evaluation basis under the applicable terms of these Terms from the date indicated on the Evaluation registration web page (or applicable Purchase Order) until the earlier of: (a) the end of the free Evaluation period for which Customer registered; (b) the start date of any

purchased subscriptions ordered by Customer under these Terms; or (c) termination by Armis in its sole discretion (the "**Evaluation Period**"). Once a valid Purchase Order for a paid subscription is executed, the terms of these Terms will continue to govern, subject to the specific limitation in this Section. Additional Evaluation terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into these Terms by reference and are legally binding. Customer shall review the applicable Documentation during the free Evaluation Period to become familiar with the features and functions of the Platform before making a purchase.

5.2 **Early Adoption or Beta Use.** If Customer is invited to and agrees to participate in Armis' Product Management Insight Program (or a similar early adoption program or beta program, (collectively, "**Beta Program**"), then Customer acknowledges that Beta Program versions of the Platform are prerelease versions of the Platform and as such may contain errors, bugs, or other defects. Accordingly, Customer's use and testing of the Beta Program version of the Platform is subject to the disclaimers stated in Section 5.4 herein (Disclaimer of Warranty and Liability). Additionally, Customer's use of Beta Program version of the Platform is subject to Armis' sole discretion as to length and scope of use, updates and support of such Beta Program versions of the Platform.

5.3 **DATA DURING EVALUATIONS**. ANY DATA CUSTOMER ENTERS INTO THE PLATFORM AND ANY CUSTOMIZATIONS MADE TO THE PLATFORM BY OR FOR CUSTOMER DURING THE FREE EVALUATION PERIOD WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUCCESSIVE SUBSCRIPTION THAT PROVIDES AT LEAST THE SAME LEVEL OF ACCESS AS THE FREE EVALUATION OR EXPORTS SUCH DATA BEFORE THE END OF THE EVALUATION PERIOD.

5.4 **DISCLAIMER OF WARRANTY AND LIABILITY**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, INCLUDING SECTIONS 8 THROUGH 10 BELOW, CUSTOMER ACCESS TO AND USE OF THE PLATFORM FOR EVALUATION PURPOSES OR UNDER THE BETA PROGRAM IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING, AND CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE PLATFORM AND ACKNOWLEDGES THAT THE USE OF THE PLATFORM, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH ARMIS' INSTRUCTIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT ARMIS WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, PLATFORM DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE PLATFORM. FOR ALL EVALUATIONS OR USE UNDER THE BETA PROGRAM ARMIS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PLATFORM, OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE PLATFORM OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF ARMIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. ARMIS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE PLATFORM ASSETS DURING THE FREE EVALUATION PERIOD OR USE UNDER BETA PROGRAM UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE ARMIS' LIABILITY WITH RESPECT TO THE ACCESS TO THE PLATFORM ASSETS PROVIDED DURING THE FREE EVALUATION PERIOD SHALL NOT EXCEED, IN THE AGGREGATE, $1,000.00. WITHOUT LIMITING THE FOREGOING, ARMIS AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT CUSTOMER'S USE OF THE PLATFORM ASSETS DURING THE FREE EVALUATION PERIOD OR BETA PROGRAM USAGE WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED,

TIMELY, SECURE, OR FREE FROM ERRORS, OR THAT ANY DATA PROVIDED DURING THE FREE EVALUATION PERIOD WILL BE ACCURATE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) HEREIN.

6. **Privacy and Security.**

6.1 **Processing Limitations and Security Obligation.** In providing the Platform and Services, Armis will (i) store, process and access Customer Data only to the extent reasonably necessary to provide Customer the Platform and/or Services, and to improve the Platform and Services; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Customer Data hosted by Armis or Armis' authorized third party service providers from unauthorized access, use, alteration or disclosure, as set forth in the security documents and reports, as updated from time to time, and available via Armis' Trust Portal. Armis shall be responsible to Customer under the terms of these Terms for any breach by such third-party service providers of their processing and security obligations set forth herein.

6.2 **Data Privacy.** To the extent Customer Data includes any Personal Data as defined the General Data Protection Regulation (EU) (GDPR) Armis will process such Personal Data in accordance with the terms and conditions set forth in Armis' Data Processing Addendum ("**DPA**") which is found at https://www.armis.com/legal-compliance/data-processing-addendum/, and the Parties agree that the terms of the DPA will apply to such processing of Personal Data.

7. **Confidentiality**.

7.1 The Recipient will maintain in confidence, during the Subscription Term and for three (3) years following the effective date of termination of these Terms, the Discloser's Proprietary & Confidential Information, and will not use such Proprietary & Confidential Information except as expressly permitted in these Terms (provided that Proprietary & Confidential Information defined as a trade secret under any applicable law shall be maintained in confidence so long as it retains its confidentiality status under such laws) and solely for the purpose of carrying out the Recipient's obligations under these Terms. The Recipient will use the same degree of care in protecting the Proprietary & Confidential Information as the Recipient uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Proprietary & Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under these Terms who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Proprietary & Confidential Information as those contained herein. The Recipient may disclose the Discloser's Proprietary & Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Disclosing Party to seek a protective order or otherwise seek to prevent or restrict such disclosure. All right, title, and interest in and to Proprietary & Confidential Information are and will remain the sole and exclusive property of the Discloser.

7.2 The Recipient acknowledges that any unauthorized disclosure of Proprietary & Confidential Information will result in irreparable injury to the Discloser, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Discloser will be entitled to seek and obtain injunctive relief against any breach or threatened breach by the Recipient of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

8. **Representations and Warranties**.

8.1 **General**. Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms; (c) the person signing these Terms on its behalf has been duly authorized and empowered to enter into these Terms; (d) these Terms are valid, binding and enforceable against it in accordance with its terms; (e) it shall deliver (as to Armis) and operate (as to Customer) the Platform in material conformity with the Documentation; (f)

it will perform its obligations under these Terms in accordance with applicable federal and state laws and regulations; and (g) the execution and performance of these Terms will not conflict with other agreements to which it is bound or violate applicable law.

8.2 **Software Warranty**. Armis represents and warrants that at any point in time during Customer's Subscription Term the Current Release of SaaS Component and Virtual Appliance will substantially conform in all material respects with the Documentation when used in accordance with the Documentation and these Terms. As the Customer's sole and exclusive remedy and Armis' sole liability for breach of this warranty, Armis will use commercially reasonable efforts to correct the applicable deficiencies with the SaaS Component and Virtual Appliance in accordance with the SLA/SLO. The warranty set forth in this Section will not apply if the failure of the SaaS Component and Virtual Appliance results from or is otherwise attributable to: (a) repair, maintenance, or modification of the SaaS Component and Virtual Appliance by persons other than Armis or its authorized contractors; (b) accident, negligence, abuse, or misuse of the SaaS Component and Virtual Appliance; (c) use of the SaaS Component and Virtual Appliance other than in accordance with the Documentation or these Terms; (d) Customer's failure to implement software Enhancements provided by Armis specifically to avoid such failure; or (e) the combination of the Platform with technology not authorized or provided by Armis.

8.3 **DISCLAIMER**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN THIS SECTION, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY, CONDITION, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE). WITHOUT LIMITING THE FOREGOING, ARMIS DOES NOT WARRANT THAT (A) THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR (B) THE PLATFORM WILL DETECT, PREVENT, OR PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

9. **Indemnification**.

9.1 **Armis**. Armis will: (a) defend, or at its option settle, any third party claim, suits, actions or proceedings brought against Customer and Customer's directors, officers, employees, contractors, agents or other authorized representatives ("**Customer Indemnitees**") to the extent it alleges that Customer's permissible use of the Platform under these Terms during the Term constitutes a direct infringement of any Intellectual Property Rights of any third party ("**IP Claim**"); and (b) as Armis' sole indemnification obligation associated with defending such IP Claim, pay all damages, liabilities, deficiencies, fines, judgments, settlements, costs and expenses of whatever kind, including reasonable attorneys' fees, that are awarded in a final non-appealable judgment (or amounts agreed in a monetary settlement) against Customer Indemnitees; provided that Customer provides Armis with respect to such IP Claim: (i) prompt written notice of such IP Claim once Customer becomes aware of such IP Claim (provided that Customer's failure to provide prompt notice will not alleviate Armis' indemnification obligation to the extent any associated delay does not materially prejudice or impair the defense of such IP Claim); (ii) sole control over the defense and settlement of (provided that Customer's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation or another burden of Customer); and (iii) all information and assistance reasonably requested by Armis in connection with the defense or settlement of any such IP Claim. If any such IP Claim is brought or threatened, Armis may, at its sole option and expense: (w) procure for Customer the right to continue to use the applicable infringing parts; (x) modify the Platform to make it non-infringing, such modification to not substantially impact the Platform; (y) replace the affected aspect of the Platform with non-infringing technology having substantially similar capabilities; or (z) if none of the foregoing is commercially practicable, terminate these Terms. Notwithstanding the foregoing, Armis will have no liability to Customer: (1) for any use of the Platform in combination with software, products, or services not provided by Armis, to the extent that the Platform would not be infringing but for such combination or modification; (2) for, or where any infringement arises as a result of, Customer's failure to use the Platform in accordance with these Terms; or (3) for any claims for which Customer has an obligation to indemnify Armis under Section 9.2. This Section states Armis' entire liability, and Customer's exclusive remedy, for alleged or actual IP Claims.

9.2 **Customer**. Customer will defend or, at its option, settle, any claim, suit, action or proceeding brought against Armis and its directors, officers, employees, and agents or other authorized representatives ("**Armis' Indemnitees**") by a third party (including any regulatory authority) ("**Armis Claim**"), alleging (a) that the use by or on behalf of Armis of the Customer Data or any other data obtained by Armis from, or at the direction of, Customer infringes or misappropriates any third party's rights or violates any laws; (b) breach of Customer's obligations under Sections 2.7 (Third Party Services) or 2.8 (Third Party Products); or (c) Customer's failure to secure their login information to Customer's Armis account; provided that Armis provides Customer with respect to such Armis Claim: (i) prompt written notice of such Armis Claim once Armis becomes aware of such Armis Claim (provided that Armis' failure to provide prompt notice will not alleviate Customer's indemnification obligation to the extent any associated delay does not materially prejudice or impair the defense of such IP Claim); (ii) sole control over the defense and settlement of such Armis Claim (provided that Armis' prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation or another burden of Armis); and (iii) all information and assistance reasonably requested by Customer in connection with the defense or settlement of any such Armis Claim. Customer will pay all damages, liabilities, deficiencies, fines, judgments, settlements, costs and expenses of whatever kind, including reasonable attorneys' fees, finally awarded against Armis (or the amount of any settlement Customer enters into) with respect to such Armis Claim as defended by Customer. Notwithstanding the foregoing, Customer will have no liability to Armis where an alleged infringement in Armis Claim would not have arisen but for the use by Customer of the Platform in combination with such Third Party Products or Third Party Services, or with Customer Data, in each case as used by Customer in accordance with these Terms.

10. **LIMITATION OF LIABILITY**. THE FOLLOWING TERMS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

10.1 SUBJECT TO THE SPECIFIC LIMITATIONS OF LIABILITY STATED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, IN THE AGGREGATE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO ARMIS BY CUSTOMER (DIRECTLY OR THROUGH A RESELLER) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (OR CLAIMS) AND ASSOCIATED ALLEGED DAMAGES.

10.2 IN THE EVENT OF A BREACH OF SECTION 6 (PRIVACY AND SECURITY) BY ARMIS, ARMIS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO SUCH BREACH, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID OR PAYABLE TO ARMIS BY CUSTOMER (DIRECTLY OR THROUGH A RESELLER) IN THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT OR EVENTS GIVING RISE TO THE CLAIM (OR CLAIMS) AND ASSOCIATED ALLEGED DAMAGES.

10.3 THE LIMITATIONS IN SECTIONS 10.1 AND 10.2 WILL NOT APPLY TO (A) ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION); (B) LIABILITY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS; (C) LIABILITY ARISING OUT OF A BREACH OF SECTION 7 (CONFIDENTIALITY); OR (D) FEES AND OTHER AMOUNTS OWED BY CUSTOMER UNDER THESE TERMS.

10.4 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. **Term; Termination**.

11.1 **Term**. These Terms will start on the Effective Date and will continue, unless terminated earlier in accordance with these Terms or renewed, until 12:00 am PT on the day following termination or expiration of the subscription term set forth on any valid Purchase Order (together with any Renewal Term, the "**Subscription Term**" or "**Term**"). Except as otherwise specified in a valid Purchase Order, the Purchase Order will automatically renew for additional periods (each, a "**Renewal Term**") equal in length to the expiring Subscription Term, unless either party gives the other written notice of non-renewal at least thirty (30) days before the date of expiration. Except as expressly provided in an applicable Purchase Order, renewal of promotional or limited time priced subscriptions will be at Armis' applicable list price in effect at the time of the applicable renewal. Either Party may terminate these Terms with immediate effect if the other Party materially breaches these Terms and such breach remains uncured fifteen (15) days after having received written notice thereof.

11.2 **Effect of Termination**. Upon termination or expiration of these Terms: (a) the licenses granted in Section 2 will expire, and Customer will discontinue any further use and access thereof of the Platform Assets; (b) without limiting the foregoing clause (a), Customer will immediately and permanently delete all copies of the Documentation, and Virtual Appliances within its possession or control, and upon Armis' request provide written confirmation of such permanent deletion; (c) Armis may delete all Customer Data within its possession or control sixty (60) days after termination or expiration of these Terms, and prior to that date Customer may request a copy of all Customer Data and Armis will use commercially reasonable efforts to deliver the Customer Data to Customer in a mutually agreed upon format; (d) any sums paid by Customer until the date of termination will be non-refundable, and Customer will immediately pay to Armis all amounts owed but not yet paid to Armis under these Terms as of the termination or expiration hereof; (e) Customer will promptly return any Hardware Appliance leased under these Terms to Armis, at its sole cost and risk of loss, to an address specified by Armis; and (f) the following Sections, and all defined terms required to interpret those Sections, will survive: 2.9 (Ownership and Reservation of Rights), 2.10 (Restrictions), 3.4 (Ownership, Liens), 4 (Payment), 6 (Privacy and Security), 7 (Confidentiality), 9 (Indemnification), 10 (Limitations of Liability), 11.2 (Effect of Termination), 12 (Force Majeure), 13 (Entire Agreement), 14 (Entire Agreement), and 15 (General Provisions).

12. **Force Majeure**. Armis will not be liable for any delay or failure to perform any of its obligations under these Terms resulting from circumstances or causes beyond the reasonable control of Armis, including on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, internet or other technology failures, pandemic or epidemic (or similar regional health crisis).

13. **Entire Agreement**. These Terms, together with all exhibits thereto (all of which are incorporated herein by reference), set forth the entire agreement and understanding of the Parties relating to Customer's subscription to the Platform and Services, and the Parties herein expressly agree that these Terms supersede any prior or contemporaneous potentially or actually conflicting terms in any agreement, proposal, negotiation, conversations, discussions, and/or understandings, whether written or oral, with respect to the subject matter and all past dealing or industry customs (including without limitation any nondisclosure agreement among the Parties relating to any prior use of the Platform, any Quote or Purchase Order and/or another agreement among the Parties in connection with Customer's consideration and/or evaluation of the Platform), excluding only any written agreement executed by Armis, expressly referencing these Terms and only to the extent expressly superseding specific terms in these Terms. These Terms may only be amended by mutual express written agreement, provided that the foregoing shall not preclude the binding effect of any modifications to the Terms by Armis which reflect newly added Platform Assets or Armis Services.

14. **Parties**. The Armis entity that Customer is contracting with under these Terms depends on where the Customer is domiciled as follows:

a) if Customer is not domiciled in Europe, the Middle East, or Africa, and is not an entity of the federal government of the United States of America, the contracting entity is Armis, Inc., a Delaware corporation.

b) if Customer is domiciled in Europe, the Middle East (excluding Israel), or Africa, the Armis contracting entity is Armis Security UK Ltd., a United Kingdom limited company;

c) if Customer is an entity of the federal government of the United States of America, the Armis contracting entity is Armis Federal, LLC, a Delaware limited liability company; and.

d) If Customer is domiciled in Israel, the Armis contracting entity is Armis Security Ltd., an Israeli limited company;

All legal notices or communication required hereunder many be delivered via mail and in each case must also include notice to legal.notices@armis.com. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of five (5) days from being deposited for delivery or the date on the confirmed email or courier receipt.

15. **General Provisions**.

15.1 The Platform and all components thereof which Armis may provide or make available to Customer are subject to U.S. export control and economic sanctions laws including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("**OFAC**"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Platform, not to access or use the Platform if Customer (or its Affiliates) is located in any jurisdiction in which the provision of the Platform is prohibited under U.S. or other applicable laws or regulations (a "**Prohibited Jurisdiction**"), and not to permit access to the Platform to any government, entity or individual located in any Prohibited Jurisdiction, by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("**Prohibited Person**"), or otherwise in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions. Customer agrees to comply with all applicable laws regarding the transmission of technology exported from the U.S. and the country in which Customer and users are located. Customer represents that, to the best of Customer's knowledge, neither Customer nor any of Customer's Affiliates is an entity that is, or is directly or indirectly owned or controlled by (i) any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC, or (ii) any Prohibited Jurisdiction.

15.2 These Terms will be governed by and construed under the laws of the State of California, without reference to principles and laws relating to the conflict of laws. The competent courts of San Francisco will have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms.

15.3 These Terms do not, and will not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties.

15.4 The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder will not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. All waivers of rights arising under these Terms must be made in writing by the Party making the waiver.

15.5 If any provision of these Terms, or any portion thereof, is held by a court of competent jurisdiction to be unenforceable, that court will amend the provision or portion to the extent necessary to make it enforceable and best reflect the Parties' original intent.

15.6 Armis provides the Platform Assets for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to Platform Assets include only those rights customarily provided to the public as specified in these Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, then it must negotiate with Armis to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in the applicable agreement.

15.7 Neither Party may assign these Terms or any of its rights under these Terms without the prior written consent of the other Party, provided that such consent may not be unreasonably withheld or delayed, and provide further that these Terms may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the

assets of the Party to which these Terms relates, provided that such successor in interest agrees in writing to assume all of the assigning Party's obligations under these Terms.

15.8 Customer agrees that Armis may reference and use Customer's name and trademarks in Armis' promotional materials, including its website, solely for purpose of identifying Customer as Armis' customer, and otherwise neither Party may use the trademarks or logos of the other Party without the express written consent of the other Party.

15.9 Unless context clearly requires otherwise, whenever used in these Terms: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation", the words "hereof," "hereunder," "herein," and similar terms mean under these Terms (including any attachments hereto), and the word "or" is deemed to mean "and/or"; (b) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (c) the headings in these Terms are for reference only and do not affect the interpretation of these Terms; and (d) references to "ordered" or similar terms pertaining to any Armis property that is licensed or leased under these Terms means those assets are licensed or leased and is not intended to mean such assets are in fact sold.

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