



Revised: January 2025

ARMOR DEFENSE INC.
SERVICES SCHEDULE FOR ARMOR AGENT FOR SERVERS (NSAmerica)

This Services Schedule, Armor's Master Services Agreement ("MSA") and Acceptable Use Policy ("AUP") (each of which is incorporated herein by reference), any applicable schedule(s), and any executed amendments thereto (collectively, the "Agreement"), govern Armor Defense Inc.'s ("Armor") provision of the Armor Agent for Servers solution and any other services (collectively, the Services, as further defined below) that make specific reference to this Services Schedule.

1. Definitions Applicable to Services Subscriptions. This Services Schedules utilizes definitions set forth in the MSA, plus the following additional definitions.

Beta Services: any pre-production version of services that are offered by Armor to certain customers for the sole purpose of testing and evaluating such services. The terms and conditions for your participation in any Beta Services is set forth in Schedule 1.

Fees: the Onboarding, Subscription, and Non-Recurring Fees set forth in this Services Schedule and the applicable Solutions Order.

Non-Recurring Fees: one-time Fees set forth on an invoice that may include, but are not limited to, additional infrastructure services, implementation fees, overage fees, or custom development work used by you during the Term.

Onboarding Fees: the fees for initial setup, provisioning, or configuration of the Services set forth in the Solutions Order.

Services: the services provided to you by Armor set forth in the Solutions Order.

Services Commencement Date: the date Armor first provisions the Services to you and the date the Recurring Fees commence.

Solutions Order: the SOW or other ordering form that sets forth the Services requested and the associated Fees.

Subscription Fees: the Fees invoiced and due monthly throughout the Term.

Support: telephone and online technical support provided in connection with the Services.

Term: the Initial Term and any Renewal Term, as defined by the Solutions Order, for the Services.

2. Armor Responsibilities. Armor will begin provisioning the Services and Support once a Solutions Order has been executed for the Term in accordance with this Services Schedule. Armor has, and will maintain during the Term, the following certifications:

- HITRUST Certification (to the extent the HITRUST organization continues to offer such certification or until an official HHS/OCR certification becomes available);
- PCI-DSS Level 1 Service Provider;
- SSAE 16 SOC 2 Type II; and
- ISO 27001.

3. Your Responsibilities.

A. You have the responsibilities set forth in the MSA. To the extent you use the Services to provide hosting services to End Users, you must ensure that your End Users comply with the AUP. You agree to



immediately notify Armor of any unauthorized use of your account or any other breach of security as it relates to the Services, and to reasonably cooperate with Armor's investigation of service outages or security issues.

B. Your obligations under this Section 3 extend to your Users and any entities or persons authorized by you or your affiliates to access your data (including Account Data and Services Data) or any programs or applications stored on or transmitted and/or processed through the Services.

4. Invoicing/Billing.

A. Except as modified by your SOW / Solutions Order, the invoicing and billing terms set forth in the MSA will apply to the Services.

5. Payments.

A. Except as modified by your SOW / Solutions Order, the payment terms set forth in the MSA will apply to the Services.

6. Suspension of Services.

A. Except as modified by your Solutions Order, the suspension terms set forth in the MSA will apply to the Services. TO THE EXTENT ARMOR TAKES ANY SUSPENSION ACTION AS AUTHORIZED BY THIS SECTION, IT WILL NOT BE LIABLE TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU FOR ANY DAMAGES AS A RESULT OF SUCH SUSPENSION. The suspension remedies set forth in this Section will not preclude Armor from pursuing other remedies available by statute or otherwise permitted by law.

7. Term; Termination. This Services Schedule and your subscription(s) for the Services will be for the Term and each will automatically renew for successive Renewal Terms for a period equal to the Initial Term at the end of the Initial Term and each Renewal Term; provided, however, that either party may terminate this Services Schedule or the Services subscription(s) effective at the end of the Initial Term or then-current Renewal Term by providing the other with written notice of non-renewal at least thirty (30) days prior to the commencement of the next Renewal Term. You will not be entitled to any credits or refunds for any prepaid Fees in the event of a non-renewal or other expiration. Both parties will communicate any non-renewal notice in the Armor customer portal.

8. Termination for Breach. Without limiting Armor's rights to suspend Services pursuant to Section 6 ("Suspension of Services"), either party may terminate this Services Schedule for material breach if upon fifteen (15) days' written notice the breaching party fails to cure such material breach. Notwithstanding the foregoing, Armor reserves the right to suspend or terminate this Services Schedule immediately in the event of a breach of the AUP by you or a User that threatens Armor or threatens its systems or environments, as determined in Armor's sole discretion.

9. Transition Assistance After Termination. To the extent applicable to your Services, should you at or following termination of the Services or this Services Schedule desire assistance from Armor in migrating your Services Data stored on the servers provided to you by Armor to an alternative service or vendor, Armor agrees to provide reasonable migration assistance subject to you (i) requesting such assistance in writing prior to or immediately following such termination, (ii) entering into a separate Professional Services Schedule; (iii) agreeing to pay Armor's then standard professional Fees; (iv) and reimburse Armor for any actual and reasonable out of pocket expenses incurred in providing such migration services.

10. Maintenance. Armor may from time to time conduct routine tests, maintenance, upgrade or repair on any part of its networks, infrastructure, or the Services ("Scheduled Maintenance"), and will use commercially reasonable efforts to provide prior notice (including at least fourteen (14) days' prior notice for any customer-impacting maintenance). Armor will seek to perform scheduled maintenance outside of business hours (defined as Monday to Friday 09:00 to 18:00 of the time zone of the relevant datacenter).



You acknowledge that in some instances it may not be practical for Armor to give advance notice of maintenance, for example, in the event of an unforeseen disruption of Services (“Emergency Maintenance”). In these cases, Armor has the right to disrupt Services without prior notice.

11. Confidential Information; Data Security.

A. Except as modified by your Solutions Order, the confidentiality and data security provisions in the MSA will apply to the Services.

12. Limited Warranties; Disclaimers; Liability Limitations; Indemnification.

A. Except as modified by your Solutions Order, the warranty, disclaimer, liability limitation and indemnification provisions in the MSA will apply to the Services.

13. Ownership of Intellectual Property; Software; Hardware and IP Addresses.

A. Each party will retain all right, title and interest in and to its respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights, and trade secrets. Any intellectual property used, developed or otherwise reduced to practice by Armor in providing the Services will be the sole and exclusive property of Armor and/or its licensors. You may not access or use any aspect of the Services for the purposes of reverse engineering, decompiling, or disassembling the Services or any of their components, or developing a competing product or service, except to the extent that such activity is expressly permitted by applicable law. You also agree not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that may be displayed or contained within the Services or any components of the Services.

B. Unless otherwise agreed in writing by the parties, if Armor provides you with any software, hardware, or servers to be used for the provisioning of the Services, you do not acquire any ownership interest in any of the servers, software, or other hardware. Similarly, Armor does not acquire any ownership interest in your Services Data.

C. Some hardware and software components of the Services are provided through or licensed from third parties. Your use of all such components is subject to the terms of this Services Schedule, as well as the terms and conditions of any applicable end user license or any similar Services Schedules. In some cases, Armor, and not those third parties, will provide Support related to the Services, including support related to those third-party components. Under certain circumstances, pursuant to the terms of applicable third-party license or Services Schedules, Armor may be obligated to provide certain information to those third parties regarding the Services and/or regarding your identity. You consent to such disclosures.

D. You acknowledge that if you install and host Customer-owned software licenses (each a “License”) on Armor’s infrastructure or to be used in conjunction with your use of the Services, you warrant and represent that you have and will continue to have the right, license and power under all relevant Licenses and related Services Schedules to which you are a party or subject to have such Licenses installed and hosted on Armor’s infrastructure or the Services for your benefit and that you are and will continue to remain in full compliance with such Licenses’ terms and conditions. You further warrant and represent that you have satisfied any and all conditions required for you to exercise such right, license and power. In addition, you agree to indemnify, defend and hold Armor and its Affiliates harmless from (i) any and all third party claims, and any related losses, liabilities, fines or expenses (including reasonably attorneys’ fees) incurred by Armor, relating to your compliance with such License Services Schedules or your alleged unauthorized use or installation of such Licenses, and (ii) any other costs or expenses incurred by Armor in connection with or as a result of any software audit performed on Armor on the Licenses by the software vendor or any of its authorized resellers or agents, regardless of your compliance with the Licenses.



E. You acknowledge and agree that any IP addresses that Armor may assign to you in connection with the Services are registered to and owned by Armor and upon any expiration or termination of this Services Schedule, you agree to release and cease using any such IP addresses.

14. API License.

A. To the extent your Services includes a license to the Armor application program interface ("API") and any sample code or scripts ("Sample Code"), Armor hereby grants to you and your authorized Users, during the Term, a non-exclusive, non-transferable license (without the right to sublicense) to use the API components to (i) develop and implement applications to assist you and your authorized Users to access and use various Services (the "API Applications"); and (ii) use, copy and modify any Sample Code provided as part of the API for the sole purposes of designing, developing, and testing your API Applications. You may not generally distribute (commercially or otherwise) your API Applications, without expressed written consent from Armor, but you may make copies of and make the API Applications available to your authorized Users for the purpose of accessing and using the Services. You may not use the API for or in conjunction accessing and using any product or service offerings of third parties that are competitive with the Services.

B. You agree not to remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed upon or contained within the API components. You may not use, copy, modify, display, rent, lease, loan, transfer, distribute, download, merge, make any translation or derivative work or otherwise deal with the API, except as expressly provided in this Services Schedule. In no event may you cause or permit the disassembly, reverse compilation or other decoding of any portion of the API that is provided in object code only format, or otherwise attempt to obtain, derive or modify the source code or architecture of such portions of the API; provided, however, that the foregoing restriction is not intended to apply to Sample Code specifically provided for the purpose of modification and inclusion in your API Applications. You may not use the API in any manner that would breach this Services Schedule. Armor may not provide Support for your use of a specific API. Armor may revise or cease to provide the API, Sample Code or its functionality or any part thereof, or support for an API from time to time without notice.

18. Miscellaneous.

A. Modification. Armor may modify any aspect of this Services Schedule upon thirty (30) days' prior notice via the Armor customer portal.

B. General. The Agreement constitutes the entire understanding between Armor and you with respect to subject matter hereof. If any terms and conditions in a Solutions Order or purchase order differ from, conflict with, or are not included in this Services Schedule, the terms of this Services Schedule will prevail. You acknowledge that you have the authority to enter into this Services Schedule on behalf of your company and that you may authorize other individuals to purchase additional Services. This Services Schedule binds any of your authorized Users, as well as your heirs, executors, successors, and permitted assigns.

SCHEDULE 1: BETA SERVICES ADDENDUM

If you elect to participate in any evaluation or test of any Beta Services, then the following conditions will apply.

A. You acknowledge that: (i) such Beta Services are provided "AS IS, AS AVAILABLE" with no warranty whatsoever; (ii) the Beta Services are a pre-release, pre-production version and may not work properly and that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) Beta Services should not be used in a live production environment; and (iv) you must not use the Beta Services where their use could affect any systems relating to the control of hazardous environments, life support, or weapons systems.



B. You agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems that you may experience. You agree that all information regarding your beta test, including your experience with and opinions regarding the Beta Services, will be deemed our Confidential Information, as defined above, and you agree not to disclose such testing results or experiences with any third party or use them for any purpose other than providing feedback to Armor.

C. You agree that we may use your feedback for any purpose whatsoever, including product development purposes. At our request, you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your testing of the Beta Services will be owned exclusively by Armor.

D. The commercially released version of the Beta Services may change substantially from the pre-release version, and programs that use or run with the pre-release version may not work with the commercial release or subsequent releases.

E. You are not entitled to any Service Credits under any Service Level Services Schedule for downtime or other problems that may result from your use of the Beta Services. Subject to the foregoing limitations, the maximum aggregate liability of Armor and any of its employees, agents, affiliates, or suppliers, under any theory of law (including breach of contract, tort, strict liability, and infringement) for harm to you arising from your use of the Beta Services will be a payment of money not to exceed One Hundred Dollars (\$100.00).

F. Armor may terminate the Beta Services at any time without notice, in its sole discretion.

SCHEDULE 2:
ARMOR ANYWHERE CORE SERVICES ADDENDUM

If you have subscribed to the Armor Anywhere CORE Services, then, in addition to the terms and conditions set forth in the Services Schedule the following terms and conditions will also apply and are incorporated into the Services Schedule by reference.

This Addendum for the Armor Anywhere CORE Services (the "Anywhere Services") outlines your use of the Anywhere Services during the Term as specified in the Solutions Order. All capitalized terms used herein but not defined will have definitions in accordance with the Services Schedule. BY EXECUTING AND DELIVERING THE SOLUTIONS ORDER, CLICKING THE "I ACCEPT" BUTTON, SIGNING AN SERVICES SCHEDULE THAT REFERENCES THESE TERMS, OR ACCESSING OR USING ANY OF THE ARMOR ANYWHERE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS OF THIS ADDENDUM AS OF THE DATE YOU TAKE SUCH ACTION

1. Definitions. For the purposes of this Addendum, the following definitions apply and are incorporated into the Services Schedule by reference.

Agent: the Armor Anywhere CORE agent. The Agent is a component of the Anywhere Services that will run on your-designated Hosts. A single instance of an Agent will only run on one (1) Host at a time; an Agent may be installed on both active and inactive Hosts during the Term.

Base Subscription: the minimum number of Hosts permitted to concurrently run Agents as initially determined in the Solutions Order (and as may be increased thereafter by you through a new Solutions Order pursuant to Section 5). The Base Subscription will be used to calculate the Subscription Fees.

Burst: the usage of the Services on Hosts more than the Base Subscription, calculated on a per hour basis based on the number of Hosts that concurrently run an Agent more than the Base Subscription in each month.



Burst Fee: the Fees incurred by you each month for any Burst. The Burst Fee is calculated on a per hour basis based on the relevant tier pricing applicable to the then- current Base Subscription as set forth in the Solutions Order.

Host: either a physical or virtual machine instance that is part of your Infrastructure Platform running an Anywhere Services-supported operating system.

2. **Infrastructure Platform Provider Requirement.** Notwithstanding anything to the contrary contained in the Services Schedule, Armor will not provide you with any servers or Infrastructure Platform for the Anywhere Services. You acknowledge that Armor is neither an agent of nor responsible for the actions of the Infrastructure Provider and will not be liable for the acts or omissions, or any breach of the Infrastructure Services Schedule, by the Infrastructure Provider or its personnel.

3. **Security Services.** You acknowledge and agree that during the term of this Addendum, Armor has access to your Infrastructure Platform's operating system solely for the purposes of maintaining the Agent, and for assisting you in the diagnosis of security related incidents and their causes relating to such operating system. Such diagnostic services (the "Security Services") may initially include a limited assessment of your Infrastructure Platform's operating systems. If you request Armor provide Security Services consisting of active incident response of the security issues applicable to the servers operating systems (which typically will include more extensive assessment and scanning, as well as testing, forensics, and active remediation efforts), you and Armor must first enter a separate Professional Services Services Schedule and Work Order, which will govern the performance of such Security Services. You are solely responsible for identifying the Hosts that will utilize the Services.

4. **Effect of Termination of the Anywhere Services.** Upon the effective date of termination of your subscription for the Anywhere Services or of the Services Schedule, regardless of the cause of such termination, you agree to logically remove and uninstall all Agents from any of your-designated Hosts, including both active and inactive Hosts. In the event you fail to fulfill the aforementioned obligation, Armor will have no liability for any damages resulting from any such failure.

5. **Payments.** In addition to its obligations set forth in Section 5 ("Payments") of the Services Schedule, the following payment terms and obligations for the Anywhere Services will apply:

A. Your Base Subscription is established upon the Services Commencement Date and can be increased at any time during the Initial Term or Renewal Term by executing a new Solutions Order. The Base Subscription will not change in the event you only run a subset of Agents on the permitted number of Hosts included in the Base Subscription. In no event will the Base Subscription decrease during the Initial Term or Renewal Term.

B. Except as modified by your SOW / Solutions Order, the invoicing and billing terms set forth in the MSA will apply to the Services.

6. **Survival.** In addition to the survival provisions set forth in MSA, the provisions of Sections 1, 3, 4, and 5 of this Addendum will survive any termination or expiration of the relevant Services Schedule.