



Revised: January 2025

ARMOR DEFENSE INC.  
SERVICES SCHEDULE FOR ARMOR AGENT FOR SERVERS (EMEA and ASIA)

This Services Schedule, Armor Defense Inc.'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 Ltd.'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.

**Business Day:** means any day that is not a Saturday, Sunday or a public holiday in the United Kingdom.

**Data Breach:** means any breach of Armor's obligations under Section 11, other loss, destruction, damage of, or compromise to, Personal Data or any other event relating to Services Data which falls within the definition of 'personal data breach' set out in Article 4(12).

**Data Exporter:** has the meaning given in Article 3 of The Model Clauses Decision.

**Data Importer:** has the meaning given in Article 3 of The Model Clauses Decision.

**DPA:** means the Data Protection Act 2018 (as amended from time to time).

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

**GDPR:** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as supplemented and modified by the DPA, and to the extent that the GDPR does not apply to processing of personal data by either of the parties, any applicable GDPR Replacement Legislation.

**GDPR Replacement Legislation:** means any legislation relating to the processing of personal data effective in the United Kingdom which is intended to replicate or maintain some or all of the provisions, rights and obligations set out in the GDPR in circumstances where the GDPR is no longer applicable in the UK because the United Kingdom is no longer a member of the European Union (and where appropriate, references to "Article" or "Chapter" in this Agreement shall be to the equivalent provision of the GDPR Replacement Legislation).

**Model Clauses Agreement:** means any contract which (i) is in the form set out in the Annex to The Model Clauses Decision; or (ii) falls within the scope of Article 7(2) of The Model Clauses Decision.

**The Model Clauses Decision:** means of Commission Decision 2010/87/EU.

**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.

**Privacy Laws:** means the DPA, GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all Applicable Laws relating to the processing of Personal Data and privacy (including any legislation amending or replacing the same).

**Privacy Shield:** means the E.U. - U.S. Privacy Shield administered by the U.S. Department of Commerce which was subject to a finding of adequacy by the European Commission pursuant to Article 25(6) of Directive 95/46/EC, as recorded in Decision 2016/1250 dated 12 July 2016.

**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 Subscription Fees commence.

**Services Data:** the data, which may include Personal Data in respect of which Customer is data controller (as defined in the GDPR), or other information transmitted to or from, stored on or otherwise processed by the Infrastructure Platform or servers provided to you by Armor, whether hosted by you, Armor, or a third-party provider, in connection with the provision of the Services. For clarification, Account Data is excluded from this definition. This definition modifies the same definition set forth in the MSA.

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

**Statutory Processor Obligations:** means the contractual obligations which a data controller is required to impose on a data processor under Article 28(3), if and to the extent that they are not imposed on Armor under this Agreement.

**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, as modified by Section 12 below.

12. Data Protection.

A. All terms used in this Section 12 which are not otherwise defined in this Agreement shall have the meaning ascribed to them in the GDPR unless otherwise stated or self-evident from the context.

B. As between the parties, all Personal Data processed under or in connection with this Agreement shall be and shall remain the property of Customer.

C. Armor acknowledges that in respect of any processing of Personal Data by Armor under or in connection with this Agreement, Armor shall be acting as data processor and Customer shall be acting as data controller.

D. The parties warrant and represent that in relation to this Agreement, each will comply with all the requirements of the Privacy Laws (as may be amended from time to time) and any regulations made under them.

E. The parties agree and acknowledge that this Section 12 is intended to ensure compliance with Article 28(3) of the GDPR and accordingly the parties have documented the subject-matter, duration, nature and purpose of the processing, the type of personal data and categories of data subject as set out in Schedule 4 of this Agreement. The obligations and rights of Customer, as data controller, are set out in this Section 12.

F. The parties agree that the Statutory Processor Obligations shall be fully incorporated into this Agreement and in the event of any conflict between the Statutory Processor Obligations and any other provision of this Agreement, the Statutory Processing Obligations shall prevail and apply. Armor shall comply with the Statutory Processing Obligations.

G. To the extent that Armor processes Services Data that includes Personal Data, it shall:

1. only use the Personal Data for the legitimate purposes of performing its obligations under this Agreement and for no other purposes unless instructed to do so by Customer;

2. process the Personal Data only on documented instructions from Customer given from time to time, in writing, save to the extent that Armor is required to do otherwise by Union or Member State law ("Legal Requirement") to which Armor is subject; in such a case, Armor shall inform Customer of that Legal Requirement before processing, unless that law prohibits it from providing such information on important grounds of public interest;

3. inform Customer if, in its opinion, any instruction from Customer relating to the processing of Personal Data infringes the GDPR or any Privacy Laws;

4. immediately notify Customer if it is contacted or approached in relation to:

- i. any data subject seeking to exercise his/her rights set out in Chapter III, including but not limited to any subject access request under the GDPR;
- ii. any other request from a data subject;
- iii. any claim for damages under the Privacy Laws; and/or
- iv. any investigation or enforcement activity by the Information Commissioner or any other regulator, in each case relating to, connected with, or arising out of, Armor's processing of Personal Data, provided, in each case, Armor shall not be liable in cases where Customer fails to respond to the Data Subject's request in total, correctly or in a timely manner;



5. taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer obligation to respond to requests for exercising the data subject's rights laid down in Chapter III, in respect of Services Data;

6. to the extent Armor reasonably has access to the relevant data subject's Personal Data, and without prejudice to its other obligations in this Section 12, provide to Customer all reasonable assistance and cooperation Customer requests in relation to any request, claim, investigation or enforcement activity notified to Customer pursuant to Section G4 above, any claim and/or exercise or purported exercise of rights by a data subject under Privacy Laws or any investigation or enforcement activity by the Information Commissioner or any other regulator, relating to, connected with or arising out of Armor's processing of Personal Data;

7. not engage another processor to process Personal Data (or otherwise sub-contract or outsource the processing of any of the Personal Data to any third party, except the affiliates or authorized subcontractors as stated in Schedule 4 attached hereto unless it has complied with Articles 28(2) and 28(4) and obtained the prior written consent of Customer. In its absolute discretion, Customer may provide consent to Armor's use of a third-party processor (not to be unreasonably delayed). Consent granted shall be conditional on Armor obtaining the third party's written agreement to abide by and honour terms relating to the processing of Personal Data which are the same as those imposed on Armor under this Agreement. If Customer objects to Armor's use of such a third-party subcontractor, Customer shall notify Armor in writing within 5 Business Days after the receipt of Armor's written request to appoint a third-party subcontractor. In the event that Customer objects to a third-party subcontractor, it shall provide its material or legal reasons for such objections;

8. take all measures required pursuant to Article 32 and ensure that appropriate technical and organisational measures are in place, to ensure the security of Personal Data and that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

9. take reasonable steps to ensure the reliability of any of its personnel who have access to Personal Data and ensure that personnel authorised to process Personal Data are subject to appropriate obligations of confidentiality pursuant to Article 28(3)(b);

10. assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to Armor;

11. not transmit or transfer any Personal Data to any country or place outside the European Economic Area (save for any transfer to the United Kingdom in circumstances where the United Kingdom is not part of the European Economic Area) ("Transferred Data") unless:

i. the parties procure that (a) the Data Exporter and Data Importer in respect of any such Transferred Data are party to, and comply with, a Model Clauses Agreement at all material times and (b) the Model Clauses Agreement remains in place until Armor and any of its sub-processors ceases to process any Transferred Data; or

ii. the transfer is to Armor, or a sub-contractor of Armor, which is and shall for the term of this Agreement remain certified under the Privacy Shield or have entered into a Model Clauses Agreement to effectuate the processing of the Transferred Data, and Armor shall (and shall require that any relevant sub-contractor shall) in relation to any processing of Transferred Data comply fully with all obligations arising out of the Privacy Shield including the Privacy Shield Framework Principles or the Model Clauses Agreement, and shall notify Customer immediately if at any time it fails to be certified under the Privacy Shield or fully compliant with it or the Model Clauses Agreement;

12. make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow Customer and/or its representatives access to premises



(including all locations where Armor may process Personal Data) during normal business hours to audit and inspect the processing and storage of Personal Data being performed under or in connection with this Agreement. Armor shall also, at Customer' cost (unless such audit or inspection is carried out in connection with, or demonstrates, a breach of this Section 12, in which case this shall be at Armor's cost), provide to Customer and/or its representatives all reasonable assistance in the performance of such an audit or inspection. For the avoidance of doubt, such audit shall only relate to the Infrastructure Platform provided by Armor to process Customer Personal Data. Armor shall not be obligated to disclose any information related to other servers and/or information used to process personal information related to its other customers;

13. inform Customer immediately on becoming aware of a Data Breach and co-operate fully with Customer in respect of the measures that should be taken in response. Armor shall also co-operate fully with Customer in respect of any matter which in the opinion of Customer is required for ensuring Customer' continued compliance with the Privacy Laws. For the avoidance of doubt, the cooperation of Armor under this Section 12 shall be provided solely at Armor's own cost and will include, without limitation, providing Customer and/or its representatives access to any premises under Armor's control (if necessary without notice); and

14. at the end of provision of services relating to processing Personal Data, or upon receipt of a written request from Customer if earlier, Armor will destroy such of the Personal Data as is in its possession in such a way as to render the Personal Data irrecoverable by any means (save to the extent that applicable Union or Member state law requires it to retain any Personal Data), after having returned or provided all Personal Data to Customer or its representatives if so requested by Customer.

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

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

B. THE PARTIES' LIABILITY:

- (a) for gross negligence or willful misconduct related to this Agreement or the Services;
- (b) for death or personal injury caused by its negligence or the negligence of its employees or agents;
- (c) for fraud or fraudulent misrepresentation;
- (d) under any of the express indemnities contained in this Agreement;
- (e) to pay sums properly due and owing to the other in the course of normal performance of this Agreement; or
- (f) any other matter which cannot by law be excluded;

IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.

A PARTY AND ITS LICENSORS' AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND IN RELATION TO ANYTHING WHICH A PARTY MAY HAVE DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF A BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER REASON) OR, THE USE OF THE SERVICES, OR ANY FAILURE OR DELAY IN PROVISIONING THE SERVICES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. EXCEPT TO THE EXTENT SET FORTH IN ANY APPLICABLE SERVICE LEVEL AGREEMENT, ARMOR WILL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE DELIVERY OF 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.

C. For the purposes of this Services Schedule, any notice to Armor Defense Ltd. should be addressed to Armor Defense Ltd., 268 Bath Road, Slough, Berkshire SL14AX, Attn: Legal.

D. **Third Party Rights:** No term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

E. **Governing Law; Jurisdiction.** This Agreement is governed by the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the courts of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods (1980) will not apply. This provision controls over the arbitration provisions in the MSA.

#### 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.



## SCHEDULE 3

### ARTICLE 28 DATA PROCESSING INFORMATION

The purpose of this Schedule 4 is to ensure the parties comply with their obligations as set out in the part of Article 28(3) of the GDPR which states that:

*"Processing by a processor shall be governed by a contract ... that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller."*

Section 12 and/or other provisions of this Agreement set out most of the information detailed above, including the obligations and rights of the data controller. For completeness we set out further information below.

#### Subject matter

The processing of Personal Data by Armor shall be undertaken in the context of the provision of the Services under this Agreement.

#### Duration

Armor shall process Personal Data during the Term of this Agreement, unless this Agreement is terminated earlier.

#### Nature and purpose of processing

Armor shall process Personal Data for the purpose of providing the Services.

#### Type of personal data

It is envisaged Armor shall process names and work email addresses of Customer's employees, suppliers and partners.

#### Categories of data subjects

Armor shall process Personal Data of Customer's employees, suppliers and partners.

#### Obligations and rights of the data controller

The obligations and rights of the data controller are set out in Section 12 of the Agreement.



**SCHEDULE 4 SUBCONTRACTORS WHO PROCESS**

**CUSTOMER PERSONAL DATA ON BEHALF OF ARMOR**

Description of the subcontractors used by Armor and the purposes for which the subcontractor's services are utilized in accordance with Section 12:

<b>Subcontractor</b>	<b>Purpose</b>	<b>Personal Data Processed</b>	<b>Applicable Services</b>
JIRA	Armor Management Portal (AMP) ticketing system	User name; email address	Armor Complete Armor Anywhere
AuthSMTP.com	Customer communication tool for Email	Email address	Armor Complete Armor Anywhere
Coalfire	Vulnerability scanning tool	User name; email address; work address	Armor Complete
Full Story	User session recorder to provide troubleshooting and/or product feedback	User name; email address; phone	Armor Complete Armor Anywhere
Global Sign	SSL certificates	User name; email address; work address	Armor Complete
Marketo	Marketing database and automation	User name; email address; work address; telephone number	Armor Internal Corporate IT Systems
Bizible	Marketing channel attribution	User name; email address; telephone number;	Armor Internal Corporate IT Systems
Klientboost	Pay Per Click Search	User name; email address; work address; telephone number	Armor Internal Corporate IT Systems
Strongpages	Search Engine Optimization	User name; email address; work address; telephone number	Armor Internal Corporate IT Systems
Etumos	Email verification service	Email address	Armor Internal Corporate IT Systems
SalesForce	Sales database	User name; email address; work address; telephone number	Armor Internal Corporate IT Systems
SalesLoft	Customer communication tool for Email	User name; email address; work address; telephone number	Armor Internal Corporate IT Systems



## SCHEDULE 5

### ARMOR'S TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES FOR THE PROCESSING OF PERSONAL DATA

This Schedule is without prejudice to Armor's obligations set out in Section 12.

Data Processor will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Armor secure customer portal and stored on other Armor controlled systems including the secure virtual servers provided by Armor for Customer to store Personal Data.

Armor maintains an information security program that has been certified against the ISO/IEC 27001:2013 standard. The program includes an information security policy, and other corporate policies and procedures that are designed to give Armor the capability to protect non-public personal information consistent with applicable federal, state, and international regulations. In addition to ISO 27001 certification, Armor also holds unqualified SSAE 16 SOC 2 Type II reports that further validate Armor's information security program.

Users of confidential and private information within Armor aim to keep the volume of such material to a reasonable level in proportion to the business responsibilities and services being delivered to customers, employees, and other parties.

Personnel security measures include employees undergoing a multi-component background check as part of the hiring process in accordance with applicable law. Employees are required to sign confidentiality and non-disclosure agreements as a condition of employment.

Vendor management procedures are in place to review contractors, business partners, and vendors that will have access to confidential information.

Armor's secure cloud hosting environments including all of the services Armor provides to customers have been validated against the Payment Card Industry Data Security Standard v3.2 and the HITRUST CSF. These validations require controls designed to help protect the confidentiality and integrity of Customer's Personal Data. These controls include the following:

- IP Reputation Management
- DoS/DDoS mitigation
- Web Application Firewalls
- Network Intrusion Detection (NIDS)
- Hypervisor based network firewall resident on each Customer virtual server
- Managed anti-malware/anti-virus protection
- Operating system file integrity monitoring
- Operating system patching
- Operating system log management

Armor provides for only secure, encrypted remote access by Customer for administrative access to its servers and controls Armor support staff access to Customer servers for support purposes via secure, two factor authenticated jump servers and a privileged access management system that logs and fully records each Armor session.

Data Processor will not materially decrease the overall security of the Armor Services during the Term.