

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") governs your use as the "**Customer**" of the various Services (the "**Services**") offered to you by Armor Defense Inc. and its Affiliates (collectively, "**Armor**"). BY EXECUTING AND DELIVERING AN SOW OR OTHERWISE ELECTRONICALLY INDICATING YOUR ACCEPTANCE (SUCH AS SIGNING AN AGREEMENT THAT REFERENCES THESE TERMS, OR ACCESSING OR USING THE SERVICES), CUSTOMER EXPRESSLY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND BIND IT TO THESE TERMS.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND COVENANTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND ACCEPTED, ARMOR AND YOU (AS THE CUSTOMER) AGREE AS FOLLOWS:

1. SCOPE

1.1. The scope of the Services will be documented in an SOW agreed to and executed by the Parties. An SOW must be in writing and include the nature and scope of the Services and deliverables, the term or estimated duration of the Services, applicable Fees, milestones, billing schedules, additional license terms, and any departures from the terms described in this document. Unless specifically indicated otherwise within an SOW, the terms of and conditions of this Agreement shall be applicable with regard to the SOW. In the event of any inconsistency between the terms of an SOW and either the body of this Agreement or an applicable Services Schedule, the terms of the SOW will control for the specific Services described in such SOW. Capitalized terms used and not separately defined below have the meanings set forth in the last Section below.

1.2. Except to the extent expressly otherwise set forth in an SOW, Services provided by Armor in each case exclude any related infrastructure, platform and/or tools that may be required for the consumption of such Services, and Customer remains responsible for (i) acquiring and provisioning such infrastructure, platform, and/or tools for use by Armor to provide the relevant Services, and (ii) all costs related to the acquiring and provision of same (including any related licenses), and (iii) enabling access to Armor to the same by a method agreed by the Parties and as required by Armor.

1.3. From time to time, Armor may make services available to Customer via an online portal or other electronic interface. Any Service ordered or transacted by Customer via such an interface will also be subject to the

terms of this Agreement and considered a valid SOW or Change Order. Where Armor provides the capability to order Services via an online portal or other electronic during the course of delivery of a previously executed SOW, any specific terms within that SOW will also apply and such electronic orders shall be considered a valid Change Order to the SOW.

2. TERM OF AGREEMENT; SERVICES

2.1. General. The term ("**Term**") of this Agreement commences upon execution of the first SOW that makes reference to it and will remain in effect until the expiration or termination of all outstanding SOWs followed by the passage of six (6) months without a new SOW being executed (provided that either party may terminate this Agreement at any time upon written notice if no SOW is then outstanding and uncompleted). Either party may terminate an SOW immediately if the other party breaches any material term and such breach remains unremedied for 30 days after receipt of written notice of breach. Any rights to terminate set forth in this Section 2 are without prejudice to any other rights or remedies of a party under either this Agreement or applicable law.

2.2. Pricing. Armor will generate an SOW for Services upon Customer's request, that will include pricing, which will remain valid for 30 days from issuance. Each SOW will include (i) an hourly fee and an estimated total amount for which Customer will be responsible to pay for the actual amount of hours worked, (ii) a fixed fee for which Customer will be responsible to pay the full amount as defined in the SOW, or (iii) a monthly fixed subscription price and associated term in number of months or years for which Customer will be responsible to pay Armor. Any changes to service scope and/or associated price will be documented in a Change Order which will be fully incorporated into the SOW upon execution of both parties.

2.3. Orders for Services. All purchases of Services under this Agreement will be made by an SOW executed by you and Armor or via an online interface provided by Armor. Armor reserves the right to place any SOW on hold, suspend performance, and/or reject any SOW due to, but not limited to, your breach or default of your obligations under this Agreement or insufficient credit. Once an SOW has been executed it may only be canceled or terminated as provided in this Section 2.

2.4. Order Termination. Upon expiration or termination of this Agreement or the relevant SOW, Armor's obligation to provide the Services will terminate. Except for any applicable Remaining Order Value in connection with a committed term as per the SOW, neither party will be liable for compensation or indemnity due to the permitted exercise of any termination or non-renewal rights under this Agreement or an SOW. Upon expiration or termination of an SOW, Customer agrees to pay Armor any applicable Remaining Order Value for Subscription Services and any

Fees and expenses applicable to Professional or other Services performed through the date of termination (including payment of Fees on a percentage of completion basis for any milestone-based Services not yet paid for or accepted by you, except to the extent such Services were defective and such defect was the grounds for the termination).

2.5. Survival. The provisions of this Agreement, which by sense and content are intended to survive, including but not limited to those related to payment, warranties, remedies, confidentiality, indemnification, and limits of liability, will survive the expiration or termination of this Agreement and the relevant SOW.

3. DELIVERY and ACCEPTANCE

3.1. Delivery. Armor will use commercially reasonable efforts to deliver the Services within the time frame set forth in the SOW. If Armor is unable to timely deliver the Services, and such failure continues for 30 days following Armor's receipt of written notice from you, you may at your option terminate the portion of the SOW that remains unperformed, and Armor will reimburse any advance Fees paid by you for the undelivered Services. Where delivery of Services is delayed because of your non-performance or other acts or omissions, Armor reserves the right to charge an additional Fee to reimburse it for its costs.

3.2. Acceptance. Any Services that require Customer acceptance will be deemed accepted unless you specifically reject the Services through written notice to Armor describing the performance issue delivered within five calendar days of delivery of such Services (provided that Services will be deemed accepted after you put them to post-testing operational use). For avoidance of doubt, any Subscription Services will not be subject to acceptance (and will commence billing on SOW execution) unless otherwise provided for in the SOW.

4. FEES; PAYMENT TERMS; TAXES

4.1. Fees. Armor will bill you the Fees for the Services per the terms of the SOW. Fees and expenses are payable in U.S. dollars unless a different currency is specified in the SOW. All pricing and Fees are exclusive of any applicable taxes (including withholding taxes), duties, and similar charges. Unless otherwise provided in an SOW, (i) Armor will invoice you annually in advance for recurring Fees including all Subscription Services (and where applicable for Non-Recurring Fees that are fixed and determinable in advance) and any other Non-Recurring Fees 100% in advance (unless otherwise provided in the SOW), (ii) Armor will invoice you monthly in arrears for Fees incurred either on a time and materials basis, or based on the milestone billing, as defined in the SOW.

4.2. Timing. Payment for Services is due on invoice, and you agree to pay all undisputed amounts within 30 days after invoice date without set-off or deduction. Armor reserves the right to charge interest at lesser of 1.5% per month or maximum allowed by applicable law, for any undisputed past due invoices. Armor reserves the right to terminate or suspend the relevant Services when payment is not timely received, and to charge you a \$3,000 Fee to

reactivate any suspended 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 available remedies.

4.3. Expenses. Where provided in an SOW, Armor will be entitled to reimbursement by you for its actual and reasonable documented travel and lodging expenses incurred in the performance of Services. As a general matter, Armor will not incur reimbursable expenses without your prior written approval.

4.4. Taxes. You remain responsible for any applicable foreign, federal, state and local sales, use and similar taxes and levies ("**Taxes**"), excluding taxes based on Armor's income, assets or net worth. Payments to Armor must be made without any withholding or deduction for Taxes, and in the event that you are required under applicable law or regulation to withhold or deduct any portion of the payments due to Armor, you agree to increase the sum payable to Armor by an amount necessary for Armor to receive a net amount equal to the amount it would have received absent such withholding or deduction, and to promptly provide Armor with receipts or similar evidence of payment made to the relevant tax authorities evidencing any Taxes withheld or deducted by you in connection with payments to Armor.

4.5. Disputes. You agree to notify Armor of any disputed invoice within seven calendar days of its receipt, specifying in detail the basis for the dispute; otherwise, absent manifest error, the invoice will be deemed binding and conclusive and the stated amounts payable in accordance with this Agreement. Upon receipt of a dispute notice, Armor will work with Customer to resolve the dispute in good faith within 30 days.

5. CUSTOMER RESPONSIBILITIES

5.1. General. You are solely responsible for (i) the content of any postings, data or transmissions from your use of the Services, or any other use of the Services by a User, (ii) keeping your account permissions, billing, and other account information up to date using the Armor customer portal, (iii) using reasonable security precautions in connection with your use of the Services, and any other dependencies identified within an SOW. You are also responsible for understanding the regulatory requirements applicable to your business and for selecting and using the Services in a manner that satisfies those requirements.

5.2. Certain regulatory Matters. Additionally, if you will use the Services to transmit, process, or store payment card information ("**cardholder data**" as defined in the current version of the Payment Card Industry Data Security Standard ("**PCI DSS**")), or protected health information ("**PHI**") as defined under the HIPAA/HITECH/Omnibus Rule regulations, you must disclose such intended use to Armor prior to any such transmission and/or storage and execute a Business Associate Agreement (BAA) and/or PCI Addendum to meet our respective obligations.

5.3. Assumption of Risk. Armor may offer you the ability to configure and/or manage a specific Service via self-service options. To the extent you use a self-service option, you assume the risk and any associated liability of a security related incident and/or breach of the environment that may result. To the extent that you elect to opt out of, remove, or disable any aspect or component of a Service provided by Armor, you assume the risk and any associated liability of a security related incident and/or breach of the environment that may result. You acknowledge that some components of the Services are not fault-tolerant and are not guaranteed to be error-free or to operate uninterrupted. You shall not use the Services in any application or situation where the Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). High Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

5.4. Recommendations. While delivering Services, Armor may provide recommendations to Customer with the intention of improving operations or increasing the level of security and resilience available to Customer. Customer agrees that any changes made to its applications, systems, networks, policies, or processes based on these recommendations are performed at its own risk. Armor will not be liable for any direct, indirect, incidental, consequential, or other damages arising from Customer's implementation or failure to implement any part of the recommendation provided. Further, Customer acknowledges that cybersecurity threats and risks are dynamic and continuously evolving and no solution or recommendation can guarantee the complete elimination of such risks. The implementation of these recommendations is solely at Customer's discretion and risk. Armor makes no warranties, expressed or implied, regarding the effectiveness, suitability, or completeness of any recommendation for the Customer's specific environment unless otherwise specified within the SOW.

5.5. Testing. Where Services include any scanning or system specific security testing, including penetration testing activities (which may include the controlled exploitation of vulnerabilities), Customer accepts full responsibility for any potential disruptions, system impacts, or data loss that may arise from these activities, and agrees that Armor will not be liable for any direct, indirect, incidental, or consequential damages resulting from the assessment process.

5.6. Extension. Your obligations under this Section 5 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.

6. SUSPENSION OF SERVICES

6.1. General. If permissible under applicable law, Armor reserves the right to suspend the Services in whole or in relevant part: (a) upon advance written notice if you, or any of your Users, violate the AUP and fail to immediately resolve the matter, or for non-payment of undisputed Fees due for the relevant Services after notice and expiration of the applicable cure period; and (b) without advance notice if (i) you fail to reasonably cooperate with Armor's investigation of any breaches or suspected breaches of this Agreement or any security concerns relating to the Services, or (ii) Armor reasonably believes in its discretion that suspension is necessary to protect the Armor environment generally, or (iii) suspension is required by court order or other legal action. In the event of any suspension per this Section caused by your acts or omissions, Armor may charge you a \$1,500 Fee to reactivate any suspended Service.

7. WARRANTIES & DISCLAIMERS

7.1. No Warranties for Pre-Production Services or Unpaid Proof of Concept (POC). To the extent Armor provides any pre-production feature or version of a Service, or Services per an unpaid POC or unpaid SOW (written or verbal), to Customer such provision is experimental and provided "AS IS" without warranty of any kind, and such provision will not create any obligation for Armor to assure protection of, or continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop, any such feature or version, and that Customer's evaluation and use of any such unpaid solution or Services are at Customer's sole risk. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Armor regarding future functionality or features.

7.2. Warranties. Armor represents and warrants to Customer that Services not consisting of a subscription to a solution will be performed (i) in a professional, workmanlike manner, consistent with generally accepted industry standards, and (ii) in accordance with any applicable specifications set out in an SOW. You must notify Armor of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Your sole and exclusive remedy and the entire liability of Armor for its breach of this warranty will be for Armor, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services. For Services consisting of Subscription Services or other solution, Armor warrants to Customer during the applicable subscription term (i) to use commercially reasonable efforts to prevent and correct Errors; and (ii) that Armor has used industry standard techniques to prevent the solution at the time of delivery from injecting malicious software viruses into your systems where the solution is installed or from which the solution is accessed. Your sole and exclusive remedy and the entire liability of Armor for its breach of the foregoing warranty will be for

Armor, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your license to access and use the applicable non-conforming solution and refund the prepaid fee prorated for the unused period of the subscription term. For the avoidance of doubt, the foregoing warranties and remedies in this Section do not and will not apply to solutions or Services provided by Armor per an unpaid POC or unpaid SOW (written or verbal). Customer represents and warrants to Armor that (i) the performance of its obligations and use of the Services will not violate any laws or regulations or cause a breach of any agreements with any third parties, and (ii) to the extent Customer uses any software licenses (each a "**License**") in conjunction with its use of the Services, Customer has and will continue to have (during the duration of the Services) all necessary rights and licenses to use them in connection its use of the Services.

7.3. No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARMOR DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD ARMOR RESPONSIBLE THEREFOR.

7.4. Disclaimers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) ARMOR'S WARRANTIES ABOVE RELATING TO THE SERVICES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER, EXPRESS, IMPLIED OR STATUTORY, (B) ARMOR AND ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (C) THERE IS NO WARRANTY THAT ARMOR'S OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. IN ADDITION, THE OFFERINGS AND ARMOR TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION (SUCH AS OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE), and (D) YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH WILL BE ARMOR'S OBLIGATION TO MAKE CORRECTIONS OR GIVE A CREDIT AS SET FORTH ABOVE IN THIS SECTION 7. Customer further acknowledges that this agreement conveys no warranties, express or implied, by any third-party vendors of software products made available to it by Armor and that those vendors disclaim any and all liability, whether direct, indirect or consequential, arising from the Services.

8. CONFIDENTIALITY

8.1. General. "**Confidential Information**" means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing or orally (including without limitation documents, trade secrets, specifications, drawings, documentation, know-how, and pricing), which is designated as "confidential", "proprietary" or some similar designation, or is the type of information which should be reasonably be recognized as confidential or proprietary. Confidential Information does not, however, include any information that: (i) is already publicly known and generally available in the public domain at the time of disclosure by disclosing party; (ii) becomes publicly known and generally available after disclosure through no act or omission of the receiving party; (iii) is already in the possession of receiving party at the time of disclosure, as evidenced by receiving party's written records, (iv) is obtained by receiving party from a third party without a breach of such third party's obligations of confidentiality, or (v) is independently developed by receiving party without use of or reference to disclosing party's Confidential Information. All right, title and interest in Confidential Information will remain with disclosing party. Armor will use your Confidential Information only to perform its obligations under this Agreement, and Customer will use Armor's Confidential Information only to order (from Armor), evaluate and use the Services furnished under this Agreement. Receiving party agrees (i) not to reproduce or copy Confidential Information, in whole or in part, except as authorized in this Agreement or in writing by disclosing party; (ii) to return or destroy Confidential Information (including any full and partial copies) when no longer needed or when requested to do so by disclosing party; (iii) to hold Confidential Information in confidence using the same degree of care as such party normally exercises to protect its own proprietary information but in no event less than a reasonable degree of care taking into account the nature of the Confidential Information; and (iv) to disclose Confidential Information only to those employees and independent contractors who have a need to know and use the Confidential Information for the permitted purposes (provided further that the independent contractors are not employees of any competitor of Armor and have agreed in writing to maintain the confidentiality of the information, subject to terms as least as restrictive as contained in this Agreement; receiving party shall provide disclosing party, at its request, with a copy of such writing). Notwithstanding the foregoing, receiving party or its representatives may disclose Confidential Information in response to obligations imposed by law or order of a court or regulatory body; provided, however, that receiving party must promptly notify the disclosing party (except to the extent prohibited by such law or order) of such request or requirement so that receiving party may seek an appropriate protective order or other relief and/or waive compliance with provisions of this Agreement. The obligations under this Section 8.1 will

survive the expiration or termination of this Agreement for three years.

8.2. Data Protection. In the ordinary course of your consumption of Services, you will maintain access to and administrative domain and control of your Data, including any cardholder data, PHI, personally identifiable information ("**PII**") or other Confidential Information that may reside within your Services Data. All Data will remain the property of Customer, and Armor will in no event sell, lease, or otherwise disclose Account Data or Services Data to any third party except at the written direction of Customer. You acknowledge that as a result of Armor accessing your systems, Armor may have the ability to view or control your Data and in such event, Armor will maintain your Data as Confidential Information and will not make any use of your Data other than as requested by you or necessary to perform the Services. Nothing in this Agreement imposes any duty or obligation on Armor's behalf to supervise or advise you on the manner in which you administer access to and control of your Data. Armor does have access to limited PII (typically name, address, telephone number and email addresses for your contact personnel involved in the receipt of the Services) and similar Confidential Information to the extent included within your Account Data, and Armor agrees to protect such information per the provisions in this Section 8. Where appropriate or required by applicable law, the parties will agree to a Data Protection Addendum and comply with the obligations set forth in such document. The obligations under this Section 8.2 will survive the expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY

9.1. Your IP. To the extent you provide Armor any specifications, white papers, documentation, or other Customer-specific materials ("**Materials**") in connection with the Services, as between you and Armor, you will retain all right, title, and interest in and to such Materials, and grant Armor a non-exclusive, non-transferable, limited license to refer to and internally use the Materials, solely for the purpose of providing the Services to you, and the Materials will be deemed disclosed as Confidential Information. Services performed by Armor under an SOW may include the creation of "**Work Product**" (exclusive of Armor IP) to be owned exclusively by you subject to payment for the relevant Services. Any creation of such Work Product will be described in the relevant SOW.

9.2. Armor IP. Armor retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, work flows, and best practices developed, invented, created, or reduced to practice by Armor ("**Armor IP**"), and which may be used in carrying out the Services, including any modifications or improvements made to Armor IP during or as a result of Services performed under any SOW. To the extent any

Armor IP is incorporated into any Work Product, Customer will have a royalty free, without the right of sublicense, non-exclusive, and perpetual license to use the Armor IP for its internal business purposes related to the use of such Work Product.

9.3. Customer Use Data. Armor and its Affiliates may collect data concerning your characteristics and activities relating to your use (and Armor's provision) of the Services, in an aggregated, anonymized, non-identifiable and generic manner (collectively, "**Generic Use Data**"), and Customer agrees that Armor and its Affiliates have the right to collect, use, copy, store, transmit, export, modify and create derivative works of the Generic Use Data to the extent necessary and reasonable to provide Services, as well as to improve, optimize and/or develop Armor's and its Affiliates' products and services and those of their third party suppliers.

10. INDEMNIFICATION; LIABILITY LIMITS

10.1. By Armor. Armor will defend, indemnify and hold harmless you and your Indemnitees from and against any Losses resulting from a third party claim, suit, action, arbitration, or proceeding (each, a "**Claim**"), to the extent the Claims arises out of or results from (i) a Claim that Services as provided by Armor misappropriate or infringe upon the United States patent or copyrights of a third party, or (ii) any act, omission or negligence by Armor that causes or results in you becoming in breach of the GDPR or other applicable data protection or privacy laws; provided in each case that you (a) give Armor prompt written notice of the Claim, (b) permit Armor sole control over the defense and/or settlement of the Claim, and (c) reasonably cooperate with Armor in the defense and or settlement of the Claim. Notwithstanding the foregoing, Armor will have no obligation under this Section or otherwise for any infringement-related Claim to the extent that it results from (i) combination or use of Services with equipment, products, program, data or processes not furnished by Armor, (ii) modifications or configurations to Services made other than by Armor; (iii) your failure to use updated or modified Services provided by Armor to avoid a Claim of infringement or misappropriation or otherwise continue to use the Services following receipt of written notice from Armor to discontinue use; or (iv) compliance by Armor with requests, designs, plans, configurations, or specifications furnished by you or a User or made on behalf of you or a User. If your use of the Services is, or is likely to be, enjoined due to a third party Claim of infringement or misappropriation, Armor will, at its expense, (a) procure for you the right to continue using the Services, or (b) replace or modify the Services to make them non-infringing or (c) if neither of the foregoing is commercially reasonable, Armor may terminate the relevant Services and refund any fees prepaid by you for them. This Section states Customer's sole and exclusive remedy and Armor's entire liability and obligation for infringement-related Claims.

10.2. By Customer. Customer agrees to defend, indemnify and hold harmless Armor and its Indemnitees from and against any Losses resulting from a Claim, to the

Claim arises out of or results from your (i) gross negligence or willful misconduct as it relates to the Services, (ii) violation of the AUP or any law applicable to your use of the Services, (iii) any act, omission or negligence by you that causes or results in Armor becoming in breach of the GDPR or other applicable data protection or privacy laws, or (iv) your misappropriation or misuse of any third party's intellectual property made available to you through Armor; provided in each case that (a) Armor gives you prompt written notice of the Claim, (b) Armor permits you sole control over the defense and settlement of the Claim, provided that Customer may not settle a Claim without Armor's prior written consent if the proposed settlement imposes any admission of wrongdoing or liability on behalf of Armor, and (c) Armor reasonably cooperates with you in the defense and/or settlement of the Claim. Your obligations under this Section include Claims arising out of acts or omissions by your employees, Users and any other person who gains access to the Services as a result of your failure to use reasonable security measures,

10.3. Liability Limitations. EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 10.1 OR SECTION 10.2 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO ARMOR FOR THE RELEVANT SERVICES OFFERING DURING THAT OFFERING'S SUBSCRIPTION/SOW TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.3

10.4. Third Party Products. Armor may allow Customer to download, access, and use software applications and software services ancillary to the provision of Services. Such applications and services may be offered by Armor, its suppliers or other third parties. Armor is not responsible for applications and services not licensed by Armor. ANY THIRD-PARTY TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED BY CUSTOMER IN CONNECTION WITH ITS USE OF THE SERVICES IS USED AT ITS OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY

DAMAGE TO ITS SYSTEMS, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD PARTY TECHNOLOGY. In addition, Armor may provide software through the Service that is governed by an open-source license. If there are provisions in those open-source licenses that expressly conflict with this Agreement, then the relevant open source license terms will apply.

10.5. Services Data. ARMOR ASSUMES NO RESPONSIBILITY FOR THE BACK UP OR INTEGRITY OF CUSTOMER'S DATA, AND, EXCEPT FOR ARMOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL ARMOR BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM LOSS OF CUSTOMER'S DATA.

11. GENERAL

11.1. Force Majeure. Except for obligations to make payment, neither party hereto will be liable for any failure to perform obligations under this Agreement to the extent such failure is caused by acts of God, earthquake, war, attack, strikes, revolutions, epidemics, pandemic, terrorist attacks, laws or governmental regulations or other causes that are beyond the reasonable control of such party. Obligations hereunder, however, shall in no event be excused but shall be suspended only until the cessation of any cause of such failure. If an event of force majeure obstructs performance of this Agreement for more than 60 days, the parties will consult with each other in good faith to determine whether the impacted SOW(s) should be modified or terminated. The party facing an event of force majeure shall use reasonable efforts to minimize its effects and shall promptly notify the other party of any such case of force majeure.

11.2. Export Control. Services, Work Product, technical data, and processes or other deliverables (collectively, "**Regulated Materials**") may be subject to export control laws and regulations. You agree to comply fully with all applicable federal laws, regulations and rules, and take all required action (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting or releasing any Regulated Materials. Neither Customer, its employees, or other Users may access or use the Services or export, re-export, or release any Regulated Materials in any jurisdiction in which such action is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to Services to any government, entity, or individual located in a Prohibited Jurisdiction. You agree not to permit your Users or any third party to access or use Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and represent and warrant that neither you nor any of your Users are a citizen of, or otherwise located within, a Prohibited Jurisdiction. Customer will remain solely responsible for any Claims and Losses incurred by Armor as a result of a breach of this Section.

11.3. Anti-Corruption. Customer agrees it will not promise, authorize, or make any payment, or otherwise contribute any item of value to, directly or indirectly, any

non-U.S. government official under this Agreement or take any action that could cause it or Armor to be in violation of any applicable anti-bribery and/or anti-corruption laws or regulations, including without limitation, the United State Foreign Corrupt Practices. Any breach of this clause shall be deemed a material breach and if a party becomes aware of any such violation, it will immediately notify the other party. Customer shall be solely responsible for any Claims and Losses, incurred by Armor as a result of Customer's breach of this provision or any violations of such laws or regulations.

11.4. Restrictive Covenant. During the term of an SOW and for one year after the expiration or termination of such SOW, each party agrees not to directly or indirectly solicit, offer employment or hire any current or former employee or consultant of the other party who was directly involved in the performance or receipt of Services under the SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media or from hiring an employee of the other who answers any general advertisement without having been initially personally solicited or recruited by the hiring party.

11.5. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction or by an arbitrator pursuant to the arbitration provisions set forth below, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

11.6. Successors and Assigns. This Agreement may not be assigned by you without the prior written consent of Armor, which will not be unreasonably withheld or delayed. In any case of assignment or transfer which may be permitted under this Agreement, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Except where it is expressly provided otherwise herein, no person who is not a party to this Agreement shall have any rights as a third party beneficiary or to enforce any term of this Agreement.

11.7. Notices. Except to the extent that notices may be sent by electronic mail or via the Armor customer portal as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier, or (iii) personally delivered. Notices will be deemed delivered upon receipt by the other party. Notices to you will be sent to the mailing address then set forth on the account tab in the Armor customer portal. Notices to Armor will be sent to Armor Defense Inc., ATTN: Legal, 7700 Windrose Ave. #G300, Suite #03-157, Plano, TX 75024. Either party may change its notice address from time to time by written notice to the other party (you may also change your notice address through updates to your account information in the Armor customer portal).

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed

one instrument. A facsimile signature will be deemed an original.

11.9. Relationship. This Agreement does not create an agency, partnership, employment, franchise, or joint venture relationship between the parties or to authorize either party to enter any commitment or agreement binding on the other party.

11.10. Governing Law; Dispute Resolution. This Agreement is governed by, and will be construed in accordance with, laws of the State of Texas, USA. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply. Any dispute between the parties arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, before a sole arbitrator in accordance with the Expedited Procedures of the AAA's Commercial Arbitration Rules. Arbitration will take place in a mutually agreeable location, and if the parties cannot agree on a location, then the arbitration will be held in the State and County where the party defending the arbitration has its U.S. headquarters (or Dallas, Texas if you are the defending party and have no U.S. office). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration proceedings and the arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by a court order or as is necessary to confirm, vacate or enforce the award and for the disclosure in confidence to the parties' respective attorneys, tax advisors and senior management. The parties agree to share equally the arbitrator's fee and administrative costs of arbitration but will bear their own attorney fees, expenses, and costs. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out of pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. Notwithstanding any of the foregoing, a party may apply to an arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from a court having jurisdiction, any interim provisional relief that is necessary to protect the rights of that party pending the arbitrator's appointment or decision on the merits of the dispute.

11.11. Waiver; Headings; Subcontracting. A delay or failure to exercise or partially exercise any right under this Agreement does not operate as a waiver, nor will it preclude future exercise of that right or permit or sanction any subsequent breach of any term or condition. Armor may subcontract or delegate any or all its obligations hereunder to one or more qualified parties without Customer's prior consent, unless otherwise restricted in the applicable SOW. The headings in this Agreement are for reference purposes

only and may not be construed as being part of this Agreement.

11.12. **Marketing.** Commencing with your subscription of the Services, you agree that Armor may publish and make mention of your status as a customer on Armor's website and marketing collateral.

11.13. **Entire Agreement; Amendment to These Terms.** This Agreement is not effective until the Agreement or an SOW referencing this Agreement is signed by both parties. This Agreement, together with all SOWs, constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications. Armor may make commercially reasonable modifications to these terms (Sections 1-12) upon 30 days' prior notice via the Armor customer portal.

12. DEFINITIONS USED IN AGREEMENT

"**AUP**" means the Armor Acceptable Use Policy posted at <https://www.armor.com/legal/aup>.

"**Account Data**" means (i) your general Services account information (including usage statistics, billing, support tickets and other use/ support history), and (ii) any employee or User contact information provided by you that is required to establish User accounts for the Services to the extent Armor in each case stores such data on its own separate administrative servers.

"**Affiliate**" means any entity that a party directly or indirectly controls, is controlled by or is under common control of that party, where "control" means having 50% or more of the outstanding equity interests or having, by contract or otherwise, the right and ability to direct management and policies.

"**Change Order**" means any ordering document or process by which you and Armor modify the terms of an SOW.

"**Fees**" means Onboarding Fees, Subscription Fees, and any other applicable fees set forth in an SOW. "Onboarding Fees" means fees for initial setup, provisioning, or configuration of the Services, "Non-Recurring Fees" are one-time Fees such as additional infrastructure services, implementation fees, overage fees, or custom development work, and "Subscriptions Fees" means the minimum Fees invoiced and due for recurring Services (including, where applicable, or minimum committed annual spend values).

"**Indemnitees**" means a party and its Affiliates and its and their directors, officers, employees, contractors, agents and representatives.

"**Infrastructure Platform**" means (i) your own servers and platforms, and/or (ii) the separate servers and platforms of a third party (the "Infrastructure Provider") on which you store Services Data pursuant to a separate agreement (the "Infrastructure Agreement") between you and the Infrastructure Provider.

"**Losses**" means costs, liabilities, judgments, actions, or expenses, including reasonable attorneys' fees and fees of experts.

"**Remaining Order Value**" means, at the expiration or termination of an Order (other than an early termination by Armor for convenience) the remaining value of any minimum committed payments made by Customer in connection with the then expired term or the remainder of the committed term of the Order, as applicable.

"**Services**" means any of the various services and solutions made available to you by Armor under an Order Document, which may include Subscription Services (which definition includes recurring Managed Services), Professional Services, Armor Enterprise Cloud, Armor Agent, one off projects, and Software as a Service solutions.

"**Services Data**" means the data, which may include Personal Data for 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 in connection with the provision of Services. For clarification, Account Data is excluded from this definition.

"**SOW**" means collectively a signed Statement of Work or Service Order or other ordering document signed by you and accepted in writing by Armor, and any Services Schedule referenced or incorporated within the SOW. Terms and conditions contained in any purchase order or invoice issued by a party will not be deemed to add to or amend the terms of this Agreement

"**Services Data**" means the data, which may include Personal Data for 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 in connection with the provision of Services. For clarification, Account Data is excluded from this definition.

"**User**" means you or any other person or entity that you permit to access or otherwise use the Services, including where applicable, any separate business customers (each, an "End User") on whose behalf you use the Services.

Services Schedules that may be used with this Agreement (as specified in the applicable SOW:

- Armor MDR Services Schedule
- Armor Services Schedule for Armor Agent for Servers
 - Armor Enterprise Cloud
 - Armor Cloud for Azure
 - Armor Agent for Servers
- Armor Professional Services Schedule

Version Date: March 1, 2025*

**earlier versions of this Agreement if not available on Armor's website, are available upon request.*