



## ADDITIONAL TERMS FOR RESELLERS ("ADDITIONAL TERMS")

These additional terms and conditions apply to Partners reselling the Armis Solutions.

1. **Rights to Resell.** During the Term and subject to this Agreement and the Partner Guide, Armis hereby grants Partner a limited, non-exclusive, non-transferable, and non-sublicensable right to market, offer, and resell Armis Platform subscriptions to Customers whose principal places of business are within the Territory. Solely to the extent required by applicable Laws then in effect in the Territory or as otherwise permitted by Armis, the foregoing grant includes the right to market, offer, and resell Armis Platform subscriptions to other authorized resale partners of Armis whose principal places of business are within the Territory. Partner shall first purchase the subscription from a Distributor in compliance with any restrictions in the Partner Guide, provided that Armis may in its sole discretion grant Partner permission from time to time to purchase directly from Armis.
2. **Deal Registration.** Partner may register its engagement with an applicable Customer prior to the execution of a Customer Agreement. Such registration will be in accordance with the deal registration process established by Armis and will establish whether Partner is eligible for certain discounts or other incentives. Any discounts or other incentives will be provided in accordance with the Partner Guide, as may be updated from time to time. On request, Distributor shall provide Armis with a written survey of the current and three-month forecast of demand for the Armis Offerings in the Territory, especially in relation to similar or competing products.
3. **Governing Terms.**
  - 3.1 **Platform Terms.** Customer's subscription to the Armis Platform is governed solely by Armis' Platform Terms unless Armis has notified Distributor or Partner in writing that Armis has a separate negotiated agreement with such Customer. Partner has no authority to bind Armis to, and Armis will not be bound by, any terms that are printed on or linked to in any Purchase Order or that Partner and Customer agree to in any other document, even if Armis accepts such Purchase Order or is aware of such other document. Acceptance of a Purchase Order only constitutes acceptance of those terms that are identical to those in the corresponding Quote.
  - 3.2 **Evaluations.** If a potential Customer engaged with Partner requests to conduct a trial use, proof of value, or similar evaluation limited in time and scope to enable Customer to evaluate the Armis Platform ("**Evaluation**"), such Evaluation will be conducted solely under Armis' Evaluation Agreement (as found on Armis' site and available for Customers as part of their onboarding to such evaluation), unless another evaluation agreement is executed between Armis and such potential Customer. Partner shall not, and shall not allow any other partners it works with to, negotiate the terms of any such Evaluation without Armis' prior written consent.
  - 3.3 **Partner-Customer Agreement.** Partner's terms of sale or other agreement with Customer will include an acknowledgement from Customer that Customer is directly receiving the Armis Solutions from Armis and that Customer will look solely to Armis for any loss, claims, or damages arising from or related to the provision of the Armis Solutions. This acknowledgement is not required to specifically name Armis and may be general in nature by referring to the vendor, manufacturer, or service provider. Partner is solely responsible for any warranties, representations, or covenants made by Partner to Customer that are different than those set forth in the Platform Terms.
  - 3.4 **Public Sector Purchasing Agreements.** From time to time, Armis and Partner may agree to different or additional terms with respect to a particular Customer who purchases under a governmental or regional cooperative purchasing agreement. Such different or additional terms are not binding on Armis unless and until an addendum reflecting such different terms is fully executed by both Armis and Partner and a copy of such fully executed addendum has been returned to Armis at [legal.notices@armis.com](mailto:legal.notices@armis.com). Armis will not be bound by any provisions of such cooperative purchasing agreement that are not reflected expressly in the addendum.
4. **Armis Solutions.**
  - 4.1 **Collectors.** All Collectors provided by Armis are shipped directly to the Customer indicated on the applicable Purchase Order in accordance with the Platform Terms. Partner is responsible for providing Armis with accurate shipment and delivery instructions, and any additional costs arising from Partner's provision of inaccurate shipment or delivery information will be borne by Partner.
  - 4.2 **Armis Professional Services.** Other than support services that Armis commits to provide directly to a Customer under the Platform Terms or in a Quote, Armis is not obligated under this Agreement to provide Armis



Professional Services of any kind unless Armis explicitly agrees otherwise in writing. Armis may work with Partner to develop certain Armis-authorized value-added services for sale to Partners for further resale to Customers.

5. **Special Terms for U.S. Public Sector.** The following terms only apply to Customers who are U.S. Federal Customers or U.S. SLED Customers.
  - 5.1 **Resale to U.S. Federal Customers.** The Armis Solutions are deemed to be “commercial computer software,” and the accompanying Documentation is deemed to be “commercial computer software documentation” pursuant to FAR 12.212(B) and DFARS 227.7202, as applicable. If a U.S. Federal Customer has a need for rights not granted under this Agreement, then Partner shall refer such agency to Armis to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in the applicable agreement.
  - 5.2 **Termination for Non-Appropriation.** Armis shall honor any rights a U.S. Federal Customer or U.S. SLED Customer has under applicable Laws that requires such Public Sector Customer to terminate a vendor contract for lack of appropriations. All rights to terminate for convenience are expressly rejected unless such termination for convenience right is set forth on the applicable Quote.
  - 5.3 **“U.S. Federal Customer”** means: (i) any of the following agencies or establishments of the U.S. Federal Government: (a) executive departments as defined by 5 U.S.C.101; (b) military departments as defined by 5 U.S.C. 102; (c) government corporations as defined by 5 U.S.C. 103; (d) independent establishments as defined by 5 U.S.C. 104; and (e) any establishment in the legislative or judicial branch of the U.S. Federal Government (except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect’s direction); or (ii) a state or local government end user that purchases from the Federal Supply Schedule, subject to the provisions of GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities).
  - 5.4 **“U.S. SLED Customer”** means any municipality, district, county, state, tribal, or territorial government entity, including any agency, department, commission, bureau, board, council, authority or other entity in the executive, legislative, or judicial branch of a state, local, tribal, or territorial government. U.S. SLED Customer includes: (i) public K-12 schools and public universities; and (ii) any hospitals, medical centers, or health facilities that have constitutional or statutory authority to conduct public procurements or are operated by any U.S. state, local, territorial, or tribal government.
6. **Orders and Payment.**
  - 6.1 **Purchase Orders.**
    - 6.1.1 Partner shall issue Purchase Orders in writing by email to Distributor or, with Armis’ permission, directly to Armis. Each Purchase Order will be subject to acceptance by Armis in writing. Armis shall use commercially reasonable efforts to fill all Purchase Orders placed by Partner that have been approved by Armis. If Armis gives consent for Partner to purchase directly from Armis, Partner shall include in each such Purchase Order the following details: (i) the type and number of licenses or subscriptions for the Armis Solutions; (ii) the name, address, telephone number, email address, and other relevant contact information for the respective Partner; and (iii) the name, address, telephone number, email address, and other relevant contact information for the respective Customer. For purchases exceeding \$100,000, Partner shall provide, upon request, the Purchase Order from the Customer, which Partner may redact to conceal pricing information.
    - 6.1.2 In the event of a conflict between a Purchase Order and a Quote, the Quote will control. Acceptance of a Purchase Order does not constitute acceptance of any terms in the Purchase Order that are not replicated in the Quote. The terms and conditions of this Agreement apply to all Purchase Orders submitted by Partner and supersede any different or additional terms included in any Purchase Order unless such additional terms are explicitly agreed to in writing by Armis.
  - 6.2 **Fees.** Partner shall pay Distributor or Armis, if applicable, the fees specified in the applicable invoice for each Customer subscription. If Armis learns that any Customer’s usage exceeds the usage limitations for such Customer in the Purchase Order and Armis is permitted under the Platform Terms to invoice Customer for such overage, then Armis will invoice Distributor or Partner, as applicable, for such additional fees. Unless otherwise mutually agreed in writing, the fees charged by Armis for such additional usage will be based on the then-current price list and be charged for the balance of the term to be co-terminus with the existing subscription.



- 6.3 **Sales Price.** Armis maintains a price list published in the Armis Partner Portal and Armis will have the right, in its sole discretion to change such price list with thirty (30) days' prior written notice to the Partner. The new prices will apply to all Purchase Orders received after the effective date of the change, except for firm price quotations issued by Partner within the one-month period preceding the effective date of the change. The prices at which Partner offers the Armis Solutions to Customers will be determined by Partner in its sole discretion. Partner is responsible for the collection of all sums due from Customers at Partner's expense.
- 6.4 **Payment Terms.** Armis' obligations with respect to a particular Customer are conditioned on receipt in full of all fees payable to Armis by Partner or Distributor with respect to such Customer. For purchases from a Distributor, the payment terms are those agreed to by Partner and Distributor. For direct purchases from Armis, the following terms apply: (i) all fees are billed annually, in advance, in U.S. Dollars with net thirty (30) payment terms from the start of the relevant Subscription Term, unless alternate terms are stated in the applicable Purchase Order; (ii) Partner shall make any good faith dispute of an invoice in writing within thirty (30) days of the applicable invoice date; and (iii) any amount not paid when required to be paid hereunder will accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one percent (1%) per month; and (b) the highest amount permitted by applicable law.
- 6.5 **Taxes.** All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, and duties, and all such amounts are Partner's sole responsibility (excluding taxes on Armis' income). These taxes (if applicable) will be stated separately on each invoice, unless Partner provides (in advance) a valid tax exemption certificate authorized by the applicable taxing authority. In addition, if applicable law requires Partner to withhold any amounts on payments owed to Armis pursuant to this Agreement, Partner shall: (i) effect such withholding and remit such amounts to the appropriate taxing authorities; and (ii) ensure that, after such deduction or withholding, Armis receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Armis would have received and retained in the absence of such required deduction or withholding.
- 6.6 **Non-Payment.** Without limiting any other remedies available to it, Armis reserves the right to suspend or terminate the Armis Solutions to Customer if Armis fails to receive the applicable fees associated with such Customer's subscription when due. In such cases, Armis may transact directly with such Customer without Partner's involvement.
- 6.7 **No Set-Off or Refund.** All amounts payable hereunder are due and payable as specified herein and will not be subject to any set-off or deduction. No refunds or credits for fees or payments will be provided to Partner if Partner, or any Distributor or Customer, elects to terminate any subscription to the Armis Solutions prior to the end of the then effective subscription term or if Armis suspends or terminates such subscription, except where payment is due pursuant to Partner's rights under this Agreement, such Customer's rights under an agreement negotiated with Armis, or the Platform Terms.
- 6.8 **Audit Rights.** Partner shall maintain full and complete records of all resales of Armis Solutions for at least two (2) years after the resale of such Armis Solution. Partner shall, at any time during the period when Partner is obliged to maintain such books or records, provide reasonable access to all relevant Partner records to show compliance with the terms of this Agreement, provided that no more than one such audit may be conducted in any six (6) month period. Partner shall comply with such records requests within thirty (30) days.
7. **Marketing.**
- 7.1 Partner represents and warrants it possesses the know-how, expertise, and experience to promote and market the Armis Solutions in accordance with the terms of this Agreement and industry standards. During the Term, Partner shall use commercially reasonable efforts to market and promote the Armis Solutions in the Territory for the purpose of attaining the highest volume of sales, provided that Partner does not guarantee any minimum volume of sales. Partner shall engage in marketing activities that include providing broad and positive exposure for the Armis Solutions in the Territory, follow up with potential Customers, visit Customers, and attend trade shows, conferences, and other meetings. At all times, Partner shall enhance Armis' business reputation and interests. Partner shall not make unauthorized, false, libelous, disparaging, misleading, or illegal statements concerning Armis, the Armis Solutions or the subject matter of this Agreement. Partner shall comply in all respects with all directions and instructions given to it by Armis in relation to the marketing, advertisement, and promotion of the Armis Solutions, including Armis' sales and marketing policies as they currently exist or as they may hereafter be changed by Armis.



- 7.2 Armis, at its discretion, may provide Partner with sales information and marketing materials relating to the Armis Solutions (collectively, “**Marketing Materials**”), which Armis may update from time to time. Partner’s use of the Marketing Materials is restricted solely to the purposes of this Agreement. Armis solely owns and retains all rights, title, and interest, including all Intellectual Property Rights, in and to the Marketing Materials. Any advertising or other material prepared by Partner in connection with the Armis Solutions or Armis will be subject, upon request by Armis, to the prior written approval of Armis, not be unreasonably withheld. Partner shall not use and shall withdraw and retract any promotion or advertising materials that Armis finds, in its sole discretion, unsuitable or to be in breach of the terms of this Agreement.
8. **Exclusivity.** From time to time, Armis may notify Partner of a Reserved Customer. Partner shall not make active sales of the Armis Solutions to such Reserved Customers. For these purposes, active sales means actively approaching or soliciting Customers, including the following actions: (i) visits; (ii) direct mail; (iii) advertising in media where such advertising or promotion is specifically targeted at Reserved Customers; (iv) online advertisements addressed to Reserved Customers; and (v) other efforts to be found specifically by users belonging to Reserved Customers, including the use of territory-based banners on third-party websites and paying a search engine or online advertisement provider to have advertisements or higher search rankings displayed specifically to users belonging to the Reserved Customers. This Agreement does not prohibit or otherwise limit Armis or another authorized party from dealing with, selling, licensing, leasing, renting, or otherwise distributing or making available the Armis Solutions (within or outside the Territory) to its Distributors, other partners, end users, or any other third party, including Customers who have previously purchased license rights to the Armis Solutions from Partner. Partner has no exclusive rights of any kind to resell under this Agreement unless otherwise agreed to in a duly executed writing by Armis.
9. **Effect of Termination.**
- 9.1 Upon termination or expiration of this Agreement, provided Partner continues to meet its obligations (including payment obligations) hereunder and unless this Agreement was terminated by Armis for cause pursuant to Section 11.2, Partner may continue to resell the Armis Solutions to all prospective Customers then currently in process for a sell-off period of sixty (60) days (“**Sell-Off Period**”). The relevant terms of this Agreement will survive through the end of the Sell-Off Period and then for as long as is necessary to allow Partner to collect and remit payments pursuant to this Agreement.
- 9.2 Expiration (or earlier termination) of this Agreement will not affect any Purchase Order entered into prior to the effective date of the expiration (or earlier termination) of this Agreement, and such Purchase Orders (and those entered into during the Sell-Off Period) shall each continue until fulfilled in accordance with its terms. With respect to each such Purchase Order, Partner shall continue to collect the fees from Customers and remit the applicable payments to Distributor or, if applicable, Armis until such Purchase Order is terminated or expires pursuant to the terms thereof.
- 9.3 Upon expiration (or earlier termination of this Agreement) Armis will have the right to continue serving all Customers subscribing to the Armis Solutions, without any interruptions by Partner, including renewal of such subscriptions as such subscriptions expire under their terms.
- 9.4 Except as expressly set forth in a Purchase Order, any fees paid by Partner are non-refundable and upon expiration (or earlier termination of this Agreement), Partner shall immediately pay Distributor or Armis, as applicable, all amounts owed but not yet paid.
- 9.5 Upon termination of this Agreement for any reason, Partner shall refer all Customers to Armis for future engagement with Armis and thereafter it shall refer all Customer and potential Customer inquiries to Armis. If requested by Armis, Partner shall provide reasonable assistance in transitioning the Customers that Partner has existing agreements with to Armis.

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