



ADDITIONAL TERMS FOR SUBCONTRACTED SERVICES ("ADDITIONAL TERMS")

These additional terms and conditions apply to Partners providing Subcontracted Services.

1. **Additional Defined Terms.**

- 1.1 **"Confidential Information"** for the purpose of these Additional Terms means any proprietary technical, business, legal and/or financial information and materials, whether tangible or intangible (including, without limitation, information relating to inventions, trade secrets and know-how, research, privacy/security, customers, plans, services, suppliers, lists, prices and costs, markets, marketing, specifications, developments, processes, formulas, designs, configurations and other materials derived from any of the foregoing), that is disclosed or otherwise made available by or on behalf of Armis to Partner. Without in any way limiting the foregoing, all electronic data, test, messages or other materials (i) submitted, transmitted, or stored to or in the Armis Platform by the Partner or any third party ("**Armis Data**") (including such data submitted, transmitted, or stored to or in the Armis Platform by any customer of the Armis or any person associated with such customer and using the Armis Platform ("**Armis Customer Data**")); or (ii) concerning Armis, its customers, suppliers, and agents contained, transmitted or stored in third-party or Armis proprietary applications (e.g., salesforce.com) to which Partner may be provided access, shall be deemed Confidential Information for all purposes under this Agreement.
- 1.2 **"Statement of Work"** means a document substantially in the form attached as Appendix 1 to these Additional Terms that is mutually executed by Armis and Partner and identifies the specific Subcontracted Services to be provided by Partner, the identity of the Customer, and the related commercial terms.
- 1.3 **"Subcontracted Services"** means the services identified in the applicable Statement of Work, which may include deployment, implementation, and/or configuration of the Armis Solutions and ongoing managed services, including services relating to the operation, use, maintenance and support of the Armis Solutions.

2. **Rights to Provide Subcontracted Services.**

- 2.1 During the Term and subject to the terms and conditions of the Agreement, Armis hereby grants to Partner a non-exclusive, non-transferable, and non-sublicensable limited right to provide the Subcontracted Services identified in a Statement of Work to the specific Customer identified in the same Statement of Work and to use the Armis Solutions solely to the extent strictly necessary to provide the Subcontracted Services to such Customer
- 2.2 The rights granted in this Paragraph include, to the extent set forth in the Statement of Work, the right to: (i) demonstrate the features and functionality to Customer; (ii) install Collectors on behalf of Customer; (iii) access the Armis Platform Subscription and Customer's assets to the extent Armis is permitted such access; (iv) manage, access and use the Armis Platform Subscription on behalf of Customer, solely in accordance with the Documentation and the terms of this Agreement; and (v) use the Armis Solutions to support Customer.

3. **Performance of Subcontracted Services.**

- 3.1 Partner shall perform Partner Services to the best of Partner's ability, in a timely and professional manner, in accordance with the specifications detailed in the applicable SOW. Partner is solely responsible for the performance and provision of Subcontracted Services.
- 3.2 Subcontracted Services may be provided only to the Customer identified in the applicable Statement of Work and solely for such Customer's internal business purposes. Partner may use the Armis Solutions and Partner Assets to provide the Subcontracted Services. The rights provided herein are further subject to Partner's compliance with all Partner Program and Partner Guide requirements, subject to any exceptions agreed by the Parties in writing.
- 3.3 Partner shall comply with the Platform Terms to the extent applicable to the Subcontracted Services. In addition, Partner shall comply with any additional Customer requirements with respect to the Subcontracted Services, including any security rules, policies, or procedures governing access to Customer's premises or systems, that either Armis or Customer provides to Partner.
- 3.4 Partner shall use its own personnel who are lawfully employed in the jurisdiction where Partner Services are being provided and who have successfully passed an industry standard criminal/employment/education background check. Partner shall retain background check information for such personnel for the duration Partner regularly retains such information and at Armis' request shall provide such information to Armis, which may be redacted



or summarized to comply with applicable Laws and Armis' contractual obligations to Customers. Subject to applicable law, Partner shall not permit any person who has not successfully passed such background check to perform any Partner Services. Subject to applicable Laws, no Partner personnel who has been convicted of fraud, theft, or similar act of dishonesty is eligible to provide Partner Services.

- 3.5 During the Term, Partner shall maintain the minimum administrative, technical and physical safeguards designed to protect the security, confidentiality, and integrity of Partner Assets and Customer data as are set forth in the Platform Terms. To the extent the Platform Terms do not specify a minimum standard, During the time Partner is providing Partner Services, Partner shall maintain safeguards at levels substantially similar to or exceeding the Armis Partner Data Security Requirements.
- 3.6 In providing the Subcontracted Services, Partner shall comply with EU General Data Protection Regulation 2016/679 ("GDPR") and any other applicable privacy laws and regulations, including without limitation, implementing commercially reasonable technical, physical and organizational measures to protect the privacy, security, confidentiality and integrity of Personal Information processed and/or stored by Partner from unauthorized access, use, alteration or disclosure. "Personal Information" means any information provided by Armis to Partner, or otherwise obtained by Partner and provided to Armis in connection with Subcontracted Services, and relating to an identified or identifiable natural person, whereby an identifiable natural person is one who can be identified, directly or indirectly, by particular reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 3.7 4.2 Where Partner is processing personal data (as a processor) on behalf of Armis (as data controller), without prejudice to the generality of 3.6 the Partner shall: (a) ensure the Partner process Personal Information only on the documented written instructions of Armis, unless the Partner is required by applicable law to otherwise process that Personal Information. Where the Partner is relying on applicable law as the basis for processing Personal Information, the Partner shall promptly notify Armis of this before performing the processing required by applicable law unless such law prohibits the Partner from so notifying; (b) ensure that all personnel who have access to and or process Personal Information are obliged to keep the Personal Information confidential; (c) not transfer any Personal Information from the United Kingdom (European Union or Switzerland as the case may be) to any other territory unless the prior written consent of the Armis has been obtained and subject to the fulfilment of any conditions as may be required by Armis; (d) assist Armis, at the Partner's cost, in responding to any request from a data subject and ensuring compliance with Armis' obligations under all applicable laws; (e) notify Armis without undue delay on becoming aware of a data breach; (f) at the written direction of Armis, delete or return Personal Information and copies thereof to Armis on termination of these Additional Terms or the Agreement unless required by applicable laws to store Personal Information; (g) maintain complete and accurate records and information to demonstrate compliance with this Clause 3 and allow for audits by Armis (or its designated auditor) and immediately inform the Armis if, in the opinion of the Partner, an instruction infringes the applicable privacy laws and regulations. Partner shall, at Armis request, enter into the Armis Vendor Data Processing Addendum
- 3.8 Partner is not subject to any pre-existing obligation inconsistent with or which conflicts with the terms of these Additional Terms or which has or could create a conflict of interest and Armis shall not enter into any such inconsistent or conflicting obligation during the term of this Enrollment Form.
- 3.9 Any Work Product provided in electronic form include no computer instructions, routines, devices, viruses, or other software code whose purpose is to disrupt or damage or interfere with the use of computer and telecommunications facilities, or to perform functions which are not an appropriate part of the functionality of the Work Product and whose intended result is to disrupt processing.
4. **Armis Responsibilities.** Armis shall reasonably cooperate with Partner and provide pertinent information as necessary to enable the performance of the Subcontracted Services. Armis is responsible for obtaining any Customer consent to the use of Partner to perform the Subcontracted Services. Armis shall arrange for Partner to be given access to the Armis Solutions and, if necessary to provide the Subcontractor Services, arrange for Partner to be given access to Customer's sites and systems. Armis shall provide the relevant portions of the Platform Terms applicable to the Customer, including any portions that contain terms binding upon Partner as a subcontractor of Armis under the Platform Terms.

5. Ownership and IP.



- 5.1 **Ownership.** Partner acknowledges that all work performed under this Agreement is performed on a “work for hire” basis, and Partner hereby assigns and transfers and will assign and transfer to the maximum extent allowed by applicable state law, to Armis and its successors and assigns all right, title and interest in all work product (in any form or format) resulting from such work (“**Work Product**”) inclusive of, but not limited to, all intellectual property rights in such Work Product. Armis shall have unlimited, exclusive and unrestricted right to reproduce, publish, adapt, modify, distribute, create derivative works based on the Work Product, publicly display, and to transmit the Work Product digitally or by any other means. Upon written request by Armis, the Partner shall execute any additional documents that may be required to confirm this Agreement and perfect Armis’ ownership of the Work Product and assignment made in this Agreement. Armis will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Armis Platform or otherwise use any suggestions, enhancement requests, recommendations or other feedback Armis receive from Partner, its employees, agents or representatives. If and to the extent that full legal assignment of any Work Product to Armis is not possible under applicable law, Partner hereby grants to Armis an exclusive, irrevocable, perpetual, worldwide, royalty-free, and fully paid-up license, with the right to sublicense, to use, reproduce, modify, create derivative works from, distribute, and otherwise exploit such Work Product for any purpose..
- 5.2 **Third Party IP.** Partner shall not incorporate any Third Party IP into any Work Product without obtaining Armis’ prior written consent. Upon receiving the consent described in the prior sentence, Partner shall be responsible for payment for, and entering into, appropriate agreements concerning such third party materials so as to grant Armis: (i) complete, exclusive and unlimited ownership rights in all Third Party IP, as incorporated within Work Product; or (ii) a perpetual, irrevocable, paid-up, royalty-free, nonexclusive, worldwide license to use, copy, distribute, transmit, display, perform, modify, create derivative works of, license and sublicense (through multiple tiers) and assign such Third Party IP, in whole or in part, including, without limitation, the right to add to, subtract from, arrange, rearrange, revise, modify, change and adapt the Third Party IP and any part or element thereof as necessary to fully exercise all ownership rights and fully exploit the Work Product. For purposes of this Agreement, “**Third Party IP**” means all intangible proprietary rights and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship owned by any third party.
- 5.3 **Open Source Policy.** Without limiting Partner’s obligations pursuant to Section 5.3, where applicable Partner shall comply with Armis’ Open Source Policy attached herein in performing the Service and the development of any Work Product, and shall ensure that all Third Party IP included in any Work Product was developed in compliance with such Policy.
6. **Indemnification.** In addition to Partner’s indemnification obligations in the Master Terms and subject to Section 9.3 thereof, Partner shall defend or, at its option, settle, any claim brought against Armis and/or its directors, officers, and employees by a third party (including Customer or any regulatory authority) to the extent such claim relates to or arises from: (i) the delivery of Subcontracted Services, including any claims by Customer to the extent resulting from Partner’s acts or omissions in breach of this Agreement, a Statement of Work, or the Flow Down Terms; (ii) loss, breach, mishandling or unauthorized access or use of Customer data due to Partner’s breach of its obligations under these Subcontractor Terms; or (iii) any use of the Armis Solutions in violation of this Agreement. Partner will not be liable for any damages to the extent such damages result from Armis’ acts or omissions in breach of this Agreement or the Platform Terms. Partner shall indemnify Armis for all damages, fines, judgments, costs, and expenses, including reasonable attorneys’ fees, that are finally awarded by a court of competent jurisdiction or that are agreed to by Partner in a monetary settlement in connection with an indemnifiable claim.
7. **Other Services.** This Agreement does not authorize Partner to provide, and Subcontracted Services specifically excludes, any other work or services Partner may perform for Customer relating to the Armis Solutions other than those set forth in the Statement of Work. If applicable, Armis may authorize Partner to provide such services by executing a separate written agreement with Partner. Any other services Partner performs for Customer must be for



its own account under an agreement between Partner and Customer that makes it clear Partner is the provider of such services and not Armis and that such services are not endorsed, authorized, or recommended by Armis. Partner is solely responsible for the performance and provision of any other services it provides.

8. Limitation of Liability. EXCEPT FOR BREACH OF SECTION 7 (CONFIDENTIALITY) OF THE AGREEMENT AND/OR INDEMNIFICATION OBLIGATIONS (SECTION 13 OF THE AGREEMENT AND SECTION 6 OF THESE ADDITIONAL TERMS), IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS ADDITIONAL TERMS EXCEED THE GREATER OF THE FEES PAID OR PAYABLE BY ARMIS TO PARTNER WITH RESPECT TO THE CUSTOMER THAT THE CLAIM REFERS TO FOR 12 MONTHS PARTNER SERVICES FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES, OR \$100,000 US. EXCEPT FOR BREACH OF SECTION 7 (CONFIDENTIALITY) OF THE AGREEMENT AND/OR INDEMNIFICATION OBLIGATIONS (SECTION 13 OF THE AGREEMENT AND SECTION 6 OF THESE ADDITIONAL TERMS), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. No agency. The parties acknowledge and agree that in rendering all Partner Services hereunder Partner shall act (and be considered for all purposes) as a contractor independent of Armis, and not as an employee or agent of Armis. Partner shall conduct Partner's business as an independent contractor, and all persons employed in the conduct of such business will be Partner's employees only, and not employees or agents of Armis. Nothing contained in or performed pursuant to this Agreement is intended or should be construed as creating an agency, employee-employer, partnership or joint venture relationship for any purpose. The parties acknowledge and agree that Partner and any persons employed by Partner have no right or authority to make any representation, promise or agreement on behalf of Armis, unless otherwise expressly agreed to in writing by Armis.

10. Transfer of Undertakings. If the Transfer of Undertakings Directive 2001/23/EC and the national implementing legislation (or legislation with equivalent effect in the Territory) operate to transfer the employment of any person employed by the Partner to Armis on termination of expiration of this Agreement and if any Armis then serves a notice terminating the employment of such person within six months after the date of such transfer, the Partner shall indemnify Armis in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which Armis is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

11. Effect of Termination.

11.1 So long as Armis continues to fulfill its payment obligations hereunder, termination of the Agreement will not affect any Statements of Work then in effect. With respect to each such existing Statement of Work, the Parties shall continue to perform their respective obligations until such Statement of Work is terminated or expires pursuant to the terms thereof. The relevant terms of this Agreement will survive through the termination or expiration of all Statements of Work entered into prior to the termination of the Agreement.

11.2 Upon termination of the Agreement for any reason, if requested by Armis, Partner shall provide reasonable assistance in transitioning the provision of Subcontracted Services to Armis or another third party selected by Armis.

12. Payment. Armis shall make payment on undisputed invoices submitted by Partner within sixty (60) days following the date of the Armis' receipt of an invoice; provided, however, Armis' payment of any invoice shall not constitute a waiver of any of the Armis' rights at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), including, without limitation, Armis' right to contest the accuracy of such invoice at a later date and obtain a refund of any amounts paid by Armis in connection with such invoice.



ARMIS PARTNER INFORMATION SECURITY REQUIREMENTS FOR PARTNERS PROVIDING PARTNER SERVICES OR SUBCONTRACTED SERVICES

The terms set forth in these Information Security Requirements (“**Infosec Requirements**”) apply as the baseline set of information security requirements for the handling of Data in connection with Partner’s access, processing, or hosting of its and Customers’ data, facilities, or systems. For purposes of these Infosec Requirements, “**Data**” includes Confidential Information and all Customer data and information automatically collected by the Collector Technology and Armis Platform or provided to Armis directly by Customer through use of the Armis Platform or via Partner’s use of the Armis Platform on behalf of Customer. If Armis revises these Infosec Requirements, it shall provide Partner with reasonable advance written notice and an opportunity to reasonably object to the revised Infosec Requirements. If Armis does not receive a written objection to the revisions before the effective date stated in the notice, Partner will be deemed to have accepted the revisions.

1. General Provisions

- a. Partner shall ensure all its personnel working with Data are bound by written confidentiality obligations substantially similar to the confidentiality terms among Armis and Partner in this Agreement. Alternatively, Partner shall sign a corporate non-disclosure agreement which applies to all Partner employees, subcontractors, and vendors who work with Data.
- b. Partner shall ensure that any subcontractor or vendor Partner uses in providing any portion of the Services and who is granted access to Data, or access to testing or production of Customers’ applications, maintains information security standards at least as comprehensive as those described in these Infosec Requirements. Partner shall maintain updated lists of all such subcontractors, including the agreements it has with such subcontractors detailing such information security standards. Upon written request from Armis, Partner shall share such lists with Armis and if requested by Armis’ Information Security Office or Data Privacy Officer and for articulated business reasons, replace any Partner subcontractor whose information security standards/practices are deemed insufficient.
- c. In the event Armis provides prior written approval of a subcontractor or vendor, any such subcontractor or vendor must be required to adhere to information security requirements at least as comprehensive as those described in these Infosec Requirements.
- d. Partner shall ensure its personnel have passed comprehensive background checks prior to accessing Data, consistent with prevalent information security standards such as ISO27001 and/or SOC2 (“**Infosec Standards**”), and that its personnel’s access to Data and/or systems is limited on a need-to-know basis.
- e. Partner shall provide adequate training for its personnel periodically, but no less than annually, regarding relevant security, privacy, and business continuity programs. If Partner will access Armis’ and/or Armis Customers’ systems, if requested, Partner shall require its personnel to complete Armis-provided security and privacy training.
- f. Partner shall have security protections defined in these Infosec Requirements across all environments (e.g., production, test, development, etc.) that contain Data.
- g. No Armis or Customer Data may be stored, transmitted, accessed, or otherwise sent outside of the geographic territory in which the relevant Armis Affiliate or Customer is located.
- h. Any exception to the terms of these Infosec Requirements requires specific, advance written approval from Armis’ Information Security Office.

2. Partner’s Security Controls and Protections Provisions.

- a. Services must be provided with most current and commercially available software and hardware, including, without limitation, operating systems, middleware, databases, servers, laptops, desktops, mobile and other remote devices, etc., or any other software or service the Services are dependent on or used to provide



Services. All applicable current security patches must be applied and/or firmware installed and tested for efficacy with the Services.

- b. Partner shall provide all security updates to software and supporting software components relevant to Services, at no additional cost to Armis or Customers, in a timely manner, but not to exceed thirty (30) days from when the security updates are commercially available.
- c. Without limiting anything set forth in these Infosec Requirements, Partner shall regularly check for and delete viruses and malware in Partner systems used by Partner to provide the Services by way of standard industry virus detection tools.
- d. Partner shall not knowingly insert or knowingly allow the insertion into the software of any code which would have the effect of disabling or otherwise degrading all or any portion of the Services.
- e. In the event Partner transmits Data to Partner network(s) or system(s), Partner maintains responsibility for properly encrypting the Data over public or wireless networks.
- f. Partner shall establish standards for secure transmission, storage, back up and destruction of Data, and provide to Armis, in writing, certification/verification of destruction upon request. Partner shall employ encryption standards that minimally adhere to FIPS 140-2.
- g. Partner personnel are prohibited from transmitting Armis and/or Armis Customer Data to portable computing devices such as USB drives, cameras and camera phones, smartphones, and any other portable device that would allow the capturing, printing, or storing of such Data to be exfiltrated.
- h. Partner shall encrypt with industry-standard cryptography controls all Partner devices used to access, transmit, or store Data.
- i. Partner shall have and maintain procedures consistent with Infosec Standards for managing and containing security incidents which involve Data. If a Partner network is directly connected to networks containing Data, then Partner shall fully involve Armis in its investigation to ensure any incident does not negatively impact Data or Armis or Customer systems. Partner shall also provide Armis, within thirty (30) days of the occurrence of any security incident, with a remediation plan to mitigate the risk of a similar breach from reoccurring.
- j. Partner shall cooperate with Armis and any affected Customer in the investigation of any apparent unauthorized access to Partner's systems that affect Data or Partner data relative to the Services performed under this Agreement.
- k. Without limiting Partner's obligations as set forth in these Infosec Requirements, if a virus is found in Armis' or Customers' systems due to Partner's Services, then Partner shall notify Armis and any relevant Armis Customers within twenty-four (24) hours and use reasonable efforts to assist Armis or such Customers in reducing the effects of the virus to the extent such virus impacts the systems required for Partner's provisioning Services and, to the extent that the virus causes a loss of operational efficiency or a loss of data, to use reasonable efforts to assist Armis to restore such loss. Partner shall reasonably assist Armis and Armis Customers, as applicable, in resolving a virus in a timely manner, with remediation not to exceed thirty (30) business days from when such virus has been commercially known or reported to Partner by Armis or Armis' Customer.
- l. Partner shall employ a vulnerability management program whereby vulnerability scans are performed minimally on a monthly basis and any identified vulnerabilities are timely remediated based on their criticality score. For purposes of vulnerability scoring, Partner agrees that the CVSS score will be used and that the timing of remediation will be as follows:¹
 - i. Critical: Immediately
 - ii. High: Within 30 days

¹ If Partner provides software to Armis or an Armis Customer which is utilized to support Medicare-related business, software patches must be made available to fix vulnerabilities as reported by software Partners within seven (7) calendar days for High vulnerabilities, fifteen (15) days for Medium vulnerabilities, and thirty (30) days for Low vulnerabilities.



- iii. Moderate: within 60 days
- iv. Low: within 90 days

- m. As necessary to provide Services, Partner shall facilitate external connections to the World Wide Web that will have network and host-based, content-based Internet filtering software and other appropriate security controls, including industry standard network and host-based intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the network and host-based firewalls maintained by Partner.
- n. As necessary to provide Services, Partner shall utilize: (i) industry standard firewalls, both network and device (e.g., desktop, laptop, server, and other hosts) based, that regulate all data entering Partner's internal data network from any external source, and which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through; and (ii) industry standard encryption techniques that will be used when Data is transmitted by Partner on behalf of Armis or an Armis Customer.
- o. Partner shall, with regards to its authentication, at a minimum require complex passwords to access Data inside a secure working environment.
- p. Partner shall provide user identification and access controls designed to limit access to Data to authorized users on a need-to-know basis.
- q. Partner shall log and monitor information system access and use continuously. Partner shall perform such logging and monitoring on information systems containing Data, including, at a minimum, registering access ID, time, and authorization granted or denied.
- r. Partner shall perform external penetration testing minimally on an annual basis that includes all Internet-facing network and operating system elements that exist between the end-user and the application layer. Partner shall ensure that the application penetration testing is performed by a qualified, independent third party, and Partner is solely responsible for the cost of such testing. Partner shall promptly remediate all noted critical and high-risk vulnerabilities. Partner shall present evidence of compliance with these requirements upon the request by Armis, or as applicable, an Armis Customer.
- s. Prior to the effective date of this Agreement and on an annual basis thereafter, Partner shall provide documented responses to a third-party risk management questionnaire provided by Armis, or as applicable, Armis Customer. Completion of a third-party risk management questionnaire by Partner will not constitute an audit under the terms of these Infosec Requirements. Partner shall immediately notify Armis or, as applicable, Armis Customer, as the case may be, of any changes to the answers in the questionnaire that materially and negatively affect the security of Partner Services rendered under this Agreement.
- t. Partner shall permit an audit of its privacy and security controls upon reasonable notice.
- u. Partner shall periodically audit its personnel who provide services to Armis or Armis Customers to confirm their access rights to Data is appropriate.

3. **Contract Termination**

- a. Partner shall have written procedures for the disposal of electronic storage devices, which include instructions for the destruction and sanitization of data.
- b. At the conclusion of the engagement, or upon request, Partner shall certify, in writing, that: (i) all Data has been permanently erased from Partner systems, and all subcontractor and downstream recipient(s), systems; or (ii) it has removed the storage device(s) from Partner, and all subcontractor and downstream recipient(s), equipment and provided all such equipment to Armis or Armis Customers who own such Data. In the event Partner will permanently destroy systems pertaining to Services, then Partner shall accomplish the method of destruction by “purging” or “physical destruction”, in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88.



**SUBCONTRACTED SERVICES ENGAGEMENT MODEL
Appendix 1 to ADDITIONAL TERMS
Form of Statement of Work**

This Statement of Work “SOW” is entered into by and between Armis, Inc. (“Armis”) and [insert full legal name of Subcontractor entity] (“Subcontractor”) and shall be governed exclusively by the Additional Terms for Subcontracted Services and related Enrollment Form between the parties dated [] (the “Agreement”). The terms of this SOW will control over the terms of and conditions of the Agreement. Capitalized terms used but not defined herein have the same meanings as set forth in the Agreement.

Project Name: [] (“Project”)
Customer Name: [] (“Customer”)
SOW Effective Date: []

This SOW covers the Project in connection with Armis’ contract with Customer. This SOW confirms the understanding of the scope, objectives, the services, deliverables (if applicable), timing, staffing, and fees for this SOW.

I. Contacts

Subcontractor
Project Lead Name:
Phone Number:
Email:

Armis
Project Lead Name:
Phone Number:
Email:

II. Term: This SOW will begin on the Effective Date and will continue until _____, 20__ (the “Service Period”) unless terminated earlier in accordance with the Agreement. Either Party may terminate this SOW without cause by giving sixty (60) days’ written notice to the other Party.

III. Services and deliverables.

A. Description. In addition to the Parties’ responsibilities and obligations as set forth in the Agreement, the Parties agree as follows:

1. Responsibilities of Subcontractor. Subcontractor is engaged primarily to provide resident engineering services for programmatic support to the Customer (“Services”). Below is a detailed description of the Services Subcontractor will perform and the physical locations at which such services will be performed.

[Description of Services to be Performed by, and Responsibilities of, Subcontractor]

[Site Locations. If remote, specify “All services to be performed remotely from Subcontractor’s normal place of business.”]

Subcontractor shall provide Prime with progress reports in a form and substance reasonably satisfactory to Armis and at intervals to be mutually agreed by the Parties

1. Responsibilities of Armis as Prime

[General Description of Responsibilities of Armis]

B. Key Personnel Assigned to this SOW.

Below is a listing of Subcontractor’s key personnel performing Services under this SOW, including their respective roles. Subcontractor shall use reasonable efforts to keep all key personnel assigned to the Services for the duration of this SOW and shall notify Armis immediately of any personnel changes and the corresponding impact, if any, on the Services. At any time, Armis may request that personnel performing Services under this SOW be replaced either: (i)



because in Armis’ reasonable judgment, such personnel are not adequately performing; or (ii) Armis’ customer has requested such replacement. Subcontractor shall provide replacement personnel within ten (10) days upon receipt of such notice. Unless otherwise requested or agreed to by Armis in writing, Subcontractor shall promptly provide replacements with equal or greater skill than the removed personnel. In no event will Armis be invoiced or obligated to pay for any time or expenses incurred to train or familiarize replacement personnel with this engagement.

Key Personnel Name: [Name as many Key Personnel/roles as appropriate but at least 1]
Role: []

C. Subcontractors. Subcontractor may not subcontract any part of the Services or any of its obligations under this SOW without the prior written consent of Armis.

IV. Fees, Expenses and Invoicing

A. Fees: The fees for Services are \$[] per [month OR quarter]. The total fees for Services are not to exceed \$[].

Notwithstanding anything to the contrary in this SOW, the Agreement or otherwise, Armis will not be invoiced or obligated to pay for any fees or expenses incurred prior to Armis’ issuance to this fully signed SOW, or (2) for any amounts in excess of the Fees and Expenses except as expressly set forth in a change order to this SOW that is executed by both parties.

B. Expenses: [None.] OR [Armis shall reimburse Subcontractor for all pre-approved travel-related expenses reasonably and properly incurred by Subcontractor directly in connection with the performance of Services under this SOW up to a maximum amount not to exceed \$ (“Expenses”), Subcontractor shall obtain prior written approval for such expenses (which may be by email) from the Armis Project Contact for this SOW. Subcontractor shall invoice Expenses to Armis at cost and without mark-up, burden, or uplift of any kind. Subcontractor shall submit receipts and other appropriate documentation to Armis as specified in writing from time to time to substantiate invoiced Expenses. Expenses are capped at [\$][% of fees for Services under this SOW.]

C. Invoice Schedule

Subcontractor shall invoice Armis fees for Services in accordance with the following schedule. If applicable, Subcontractor shall invoice Armis on a monthly basis for all Expenses incurred in the immediately preceding month.

No.	Time Period Covered by Fees	Fees
1		
2		
3		
	TOTAL FEES	\$

D. Invoices: Subcontractor shall include in all invoices a sufficiently detailed description of the Services performed. Subcontractor shall also submit documentation (i.e., copies of receipts and third-party invoices) necessary for Armis to substantiate all invoiced Expenses. Subcontractor acknowledges that failure to comply with this section may result in a delay in payment. Subcontractor shall upload invoices to the Armis Tipalti Portal.

E. Change Orders: No change or modification to this SOW will be effective or binding except as expressly set forth in a written change order signed by both Parties, substantially in the form as attached hereto as Annex A.

[THIS IS A STATEMENT OF WORK TEMPLATE ONLY – DO NOT SIGN]

IN WITNESS WHEREOF, the Parties have executed this SOW effective as of the last date below:



SUBCONTRACTOR:

ARMIS, INC.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Address: _____

Address: 548 Market Street, Suite 97439

San Francisco, CA 94104-5401

E-mail: _____

E-mail: Legal.notices@Armis.com

Date: _____

Date: _____



ANNEX A TO STATEMENT OF WORK

FORM OF CHANGE ORDER

This Change Order No. ("Change Order"), effective on _____, 20__ (the "Effective Date"), is made to that Statement of Work for [Project Name] for [Customer Name] dated _____, 20__ ("SOW") and the Agreement (as defined in the SOW). Capitalized terms used but not defined herein have the same meanings as set forth in the Agreement. This Change Order is governed exclusively by the SOW and the Agreement.

- 1. Describe services or changes requested and the reason for the change (attach additional pages if necessary).
2. Describe any changes (removal, additions, replacements) to Subcontractor personnel/resources: (if none, state "None")
3. Detail the impact of this Change Order on the SOW including any impact on: (delete any section that is not relevant, i.e., where no change has been made)
a. Term:
b. Description of Services:
c. Fees:
d. Expenses:
e. Invoices:
f. Flow Down Terms:

Except as expressly set forth in this Change Order, all other terms of the SOW and the Agreement remain unchanged and in full force and effect. All capitalized terms used but not defined herein have the same meaning as set forth in the Agreement. Armis will not be invoiced or obligated to pay for any Fees increase under this Change Order unless and until Armis issues a corresponding fully signed Change Order.

This Change Order was generated by:

[COMPANY NAME]

This Change Order is hereby approved and accepted by the Parties duly authorized representatives below:

[THIS IS A CHANGE ORDER TEMPLATE ONLY - DO NOT SIGN]

SUBCONTRACTOR:

ARMIS, INC.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Address: _____

Address: 548 Market Street, Suite 97439

San Francisco, CA 94104-5401

E-mail: _____

E-mail: Legal.notices@Armis.com

Date: _____

Date: _____



ARMIS PARTNER OPEN-SOURCE POLICY FOR PARTNERS PROVIDING PARTNER SUBCONTRACTED SERVICES

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