ARMIS PLATFORM TERMS AND CONDITIONS

These Armis Platform Terms and Conditions (these "**Terms**") are between the Armis entity identified in Section 16.1 below ("**Armis**") and the customer who purchased the subscription to the Armis Solutions ("**Customer**"). Armis and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**." Capitalized terms used in these Terms have the meanings assigned to such terms as designated herein. Unless Customer and Armis have signed another agreement which expressly governs Customer's subscription to and use of the Armis Solutions and overrides these Terms, by accepting these Terms via the signing or otherwise indicating acceptance of an applicable Purchase Order, by clicking through to access the Armis Platform, or by otherwise indicating Customer's acceptance of these Terms through access to and/or use of the Armis Solutions (and such date, the Effective Date unless another date is indicated in the Purchase Order as described in Section 4.1), Customer agrees to be bound by these Terms and the person acting on Customer's behalf hereby represents to Armis that they have the authority to bind Customer to these Terms through such consent or access to the Armis Solutions. If Customer does not agree to these Terms or you do not have the authority to bind Customer to these Terms, then Customer may not access or use the Armis Solutions. The Parties agree as follows:

1. Definitions.

1.1. "**Affiliate**" means any entity that directly, or indirectly through intermediaries, is controlled by, or is under common control with a Party.

1.2. "**Armis APIs**" means the Armis' proprietary application programming interfaces and/or software development kits (SDK) made available to Customer for use in integrating the Armis Platform with other products and applications, in each case solely in accordance with the Armis API/SDK License Agreement available here: https://www.armis.com/legal-compliance/.

1.3. "**Armis Assets**" means: (i) the Armis Solutions and Documentation; and (ii) all specifications, technology, software (including all underlying source code and object code), data, methodologies, machine learning models, user interfaces, algorithms, enhancements, components, documentation, techniques, designs, inventions, works of authorship, and know-how, in each case, that are used to provide, or made available in connection with, any of the Armis Solutions, and in each case all associated Intellectual Property Rights, and any subsequent updates, upgrades, and derivatives of any of the foregoing.

1.4. "**Armis On-Prem Module(s)**" means either Armis Centrix© for OT/IoT Security On Prem, Armis Centrix for Secure Remote Access, or both, as ordered by Customer. The Armis On-Prem Modules provide Armis Centrix© functionality and/or secure remote access functionality via a copy of such Armis Platform module(s) locally downloaded and operating within Customer's hardware environment.

1.5. "**Armis Platform**" means (i) the Armis Software as a Service (SaaS) modules; (ii) Collectors; (iii) Collector Technology; and (iv) any other Armis Platform modules provided under an Armis Platform Addendum to these Terms.

1.6. "**Armis Platform Addendum**" means any of the Addendums referenced in Section 2.2, below.

1.7. "**Armis Solutions**" means: (i) the Armis Platform; (ii) Armis APIs; and (iii) Professional Services.

1.8. "**Authorized User**" means any individual who accesses or uses the Armis Solutions on behalf of Customer or its Affiliates.

1.9. "**Collector**" means hardware, if any, such as servers or network ports, provided by or on behalf of Armis to Customer to enable the use of the Armis Platform.

1.10. "**Collector Technology**" means Armis' virtual machine images or Collector-related software provided by or on behalf of Armis to Customer to enable use of the Armis Platform.

1.11. "**Customer Data**" means Customer's network, connected devices, code and/or other data automatically collected, processed, and hosted by the Armis Platform through Customer's use of the Armis Solutions, including copies, modifications, and other derivatives of such data that is generated by the Armis Platform through Customer's use of the Armis Platform. Customer Data does not include Statistical Data.

1.12. "**Documentation**" means any technical user guides, manuals, release notes, installation notes, specifications, "read-me" files, support guides, and other materials related to the Armis Solutions, and the use, operation, and maintenance thereof, including all enhancements, modifications, derivative works, and amendments to the same, in each case, that Armis

publishes or provides to Customer through its Support Portal available at: https://support.armis.com/s/login (or any successor website, "**Support Portal**").

1.13. "**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade secrets, and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.14. "**Laws**" means, collectively, any laws, statutes, ordinances, regulations and other types of government authority, promulgated under such authority anywhere in the world.

1.15. "**Partner**" means an authorized Armis partner, including a reseller, marketplace, or implementation partner.

1.16. "**Purchase Order**" means: (i) an order form (including a Quote) executed by Armis and Customer; or (ii) a purchase order, statement of work, or other similar document issued by Customer or a Partner in each case solely to the extent its terms match and do not deviate from a corresponding Quote (and in the event of a conflict between a Purchase Order and a Quote, the Purchase Order shall only be valid to the extent it matches and does not deviate from the applicable Quote). If Customer orders Armis Solutions through a Partner or marketplace, then such Partner's or marketplace's applicable ordering document will apply solely with respect to the fees payable by Customer, volumes, and Subscription Term of Armis Solutions ordered.

1.17. "**Quote**" means a quote prepared and issued by Armis to Customer or a Partner that forms part of these Terms and describes the Armis Solutions ordered by Customer and any associated terms and fees.

1.18. "**Professional Services**" means any services (beyond the Armis support provided pursuant to Section 2.4.1) such as advisory, consulting, implementation, integration, or training services, that may be provided by or on behalf of Armis to Customer as detailed in an applicable Purchase Order.

1.19. "**Statistical Data**" means data generated in relation to Customer's use of the Armis Platform that has been irreversibly anonymized as to Customer and aggregated by Armis, including generic device descriptions and performance metadata about devices that appear in Customer's instance of the Armis Platform, such as the device manufacturer, type of operating system, and device model. Statistical Data does not include: (i) any identifiers that would link any devices to Customer, such as IP addresses, MAC addresses, or unique Customer identifiers; or (ii) any other data processed on or hosted by any Customer device.

2. Armis Platform.

2.1. **Access and Use.** During the Subscription Term and subject to Customer's compliance with these Terms, Armis grants Customer a subscription to access and use the Armis Platform in accordance with the Documentation, solely for Customer's internal business purposes, and subject to any use limitations indicated in the applicable Purchase Order. The rights granted to Customer herein include the right to deploy and use the Armis Platform at Customer's Affiliates' environments, provided Customer remains fully responsible and liable under these Terms for Customer's Affiliates' use. In addition to any access rights a Customer Affiliate may have as aforesaid, a Customer Affiliate may separately subscribe to Armis Solutions pursuant to these Terms by entering into a Purchase Order, and in each case, all references in these Terms to Customer will be deemed to refer to the applicable Affiliate for purposes of that Purchase Order.

2.2. **Additional Armis Products.** Customer may subscribe to one or more Armis On-Prem Modules or Armis Data Products ("**Additional Armis Products**") as detailed in an applicable Purchase Order. Armis shall provide Customer such Additional Armis Products subject to an Armis Platform Addendum that Customer accepts by clicking through to access the Additional Armis Products, or by otherwise indicating Customer's acceptance of such Armis Platform Addendum through access to and/or use of the Additional Armis Products. Armis On-Prem Modules are subject to an Armis On-Prem Subscription Addendum (available at https://www.armis.com/legal-compliance/armis-on-prem-subscription-addendum/) and Armis Data Products are subject to an Intelligence Center and Early Warning Addendum (available at https://www.armis.com/intelligence-center-early-warning-addendum/), unless Customer and Armis have signed another agreement or addendum which expressly governs Customer's subscription to and use of the Additional Armis Products and overrides the Armis Platform Addendum.

2.3. **Customer Responsibilities**. The Armis Platform may be used by or for Customer only through an account that is specific to Customer and only by Authorized Users. Customer is solely responsible for: (i) identifying and authenticating all Authorized Users, approving access by such Authorized Users to the Armis Platform, and ensuring each Authorized User complies with these Terms; (ii) ensuring that Authorized Users keep their login credentials safe and secure; (iii) all activities that occur under the login credentials of Authorized Users; and (iv) the accuracy, quality, and legality of Customer Data,

the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Armis Platform, and the interoperation of any Non-Armis Products with which Customer uses the Armis Platform. Armis is not responsible for any losses or damages arising due to any breach of these Terms by any Authorized User or any other personnel, agent, or advisor of Customer. Customer shall notify Armis immediately upon becoming aware of any unauthorized access to or use of the Armis Platform.

2.4. **Provision of the Armis Solutions.**

2.4.1. **Support**. Armis shall provide Customer with standard support (at no additional cost) unless Customer purchases upgraded support as set forth in a Purchase Order. Armis shall provide the technical support and service level commitments set forth in Armis' Platform Support Terms ("**SLA**"), as updated from time to time, available in the Support Portal. Except for critical updates, Armis schedules maintenance during non-peak usage hours (that reasonably minimizes the impact on all customers worldwide) and shall provide reasonable advance notice through the Armis Platform of any planned downtime in accordance with the SLA.

2.4.2. **Updates**. Armis makes updates (e.g., bug fixes, enhancements) to the Armis Platform on an ongoing basis, which are delivered through the Armis Platform. Customer's subscription includes all updates that Armis makes generally available to its customers at no additional charge. To the extent Customer's configuration of the Armis Platform requires acceptance of updates, Customer shall accept such updates in a timely manner. Armis is not responsible for the proper performance of the Armis Platform or for any security issues encountered with the Armis Platform resulting from any delay or failure to accept such updates. Armis may update the content, functionality, and user interface of the Armis Platform from time to time, provided that such update will not materially decrease the functionality of the Armis Platform during the Subscription Term. Customer's use of the Armis Solutions under these Terms is not contingent on the delivery of any future features or functionality.

2.4.3. **Subcontractors**. Armis may utilize subcontractors in the provision of the Armis Solutions, including to process Customer Data, provided that such subcontractors: (i) are subject to confidentiality obligations materially as protective of Customer Data as those set forth herein; and (ii) maintain commercially reasonable technical, physical, and organizational measures designed to protect the security, confidentiality, and integrity of Customer Data, taking into account the state of the art, costs of implementation, and the type of data. Armis will be liable for the acts and omissions of its subcontractors to the extent such acts or omissions constitute a breach of these Terms.

2.5. **Professional Services**. During the Subscription Term, Customer may receive Professional Services subject to these Terms as detailed in a Purchase Order. If applicable, the Armis Quote for Professional Services will identify any additional terms that apply with respect to such Professional Services.

2.6. **Data Protection and Security.** Armis shall implement and maintain commercially reasonable technical, physical, and organizational measures designed to protect the security, confidentiality, and integrity of Customer Data, taking into account the state of the art, costs of implementation, and the type of data, in accordance with Armis' information security program, as updated from time to time. Any updates to Armis' information security program will not materially diminish Armis' current data security obligations, a summary of which is available at: https://www.armis.com/legal-compliance/information-security-disclosure/ (or successor website). In addition, the terms and conditions of Armis' Data Processing Addendum ("**DPA**") found at https://www.armis.com/legal-compliance/data-processing-addendum/ (or successor website), apply to the processing of any Personal Data (as defined in the DPA). Armis shall promptly notify Customer upon becoming aware of a breach of the aforementioned security measures within Armis' network leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data ("**Security Incident**"), and Armis shall reasonably cooperate with Customer in the investigation and mitigation thereof. Armis' obligation to report or respond to a Security Incident is not an acknowledgement by Armis of any fault or liability with respect to such Security Incident. In addition, Armis shall use commercially reasonable efforts to respond, once per year, to any reasonable written inquiries from Customer regarding compliance with this Section 2.6, including requests for Armis' most recent third-party auditor reports regarding Armis' information security program.

2.7. **Non-Armis Service Providers.** Customer may engage one or more third parties to manage the installation, onboarding, and/or operation of the Armis Platform on Customer's behalf ("**Non-Armis Service Provider**"), provided that Customer delivers written notice to Armis in advance of such engagement. Customer shall require the Non-Armis Service Provider to comply with these Terms and shall ensure that such Non-Armis Service Provider uses the Armis Platform solely on behalf of Customer. Customer will be fully liable for the acts and omissions of its Non-Armis Service Providers to the extent such acts or omissions constitute a breach of these Terms.

2.8. **Non-Armis Products.** Customer may from time to time decide to use an integration between Non-Armis Products and the Armis Platform. "**Non-Armis Products**" means third-party products, applications, services, software, networks, or other systems or information sources acquired by Customer that are not developed by Armis or provided by Armis as part of the Armis Platform. Use of Non-Armis Products is subject to the end user license or other agreement between Customer and the provider of the Non-Armis Products. Armis has no liability with respect to the implementation, maintenance, use, or continued interoperability of any Non-Armis Products, even if Armis designates them as approved or recommended or is an authorized reseller of such Non-Armis Products. By enabling any interoperability between Non-Armis Products and the Armis Platform, Customer expressly agrees to the transfer of any Customer Data between Armis and the provider of the Non-Armis Product as required for such interoperability.

2.9. **Restrictions**. Customer and its Authorized Users shall not, and shall not authorize any third party to: (i) decompile, disassemble, reverse engineer, copy, frame, or mirror any part of the Armis Assets, or otherwise attempt to derive the source code, structure, ideas, algorithms, or associated know-how of any Armis Assets; (ii) translate, adapt, or modify any Armis Assets; (iii) write or develop any program based upon any Armis Assets, or otherwise access, test, or use any Armis Assets for the purpose of developing or distributing products or services that compete with any Armis Assets; (iv) sell, sublicense, transfer, assign, lease, rent, distribute, grant a security interest in, or otherwise commercially exploit any Armis Assets or make available to a third party any Armis Assets except as expressly authorized in these Terms; (v) use the Armis Assets other than as expressly permitted by these Terms and solely for Customer's internal business operations and in conformity with the Documentation; (vi) alter or remove any trademarks or proprietary notices contained in or on the Armis Assets; (vii) attempt to gain access to the Armis Platform or its related systems or networks through unauthorized means, including any automated means (i.e., use of scripts or web crawlers), circumvent or interfere with any authentication or security measures of the Armis Platform, or otherwise interfere with or disrupt the integrity or performance of the Armis Platform; (viii) probe, scan, or test the vulnerability of any Armis system or network; (ix) conduct any competitive analysis, publish or share with any third party any results of any technical evaluation or benchmark tests performed on Armis Assets, or disclose Armis Assets' features, errors, or bugs to a third party without Armis' prior written consent; or (x) use any portion of the Armis Assets in violation of any applicable Laws or transmit to or from the Armis Assets any data, materials, or other content that infringes, misappropriates, or otherwise violates any third-party rights. Customer shall promptly notify Armis in writing if it becomes aware of, or has reason to believe, that any of the prohibitions in this Section have been breached by Customer, its Affiliates or any Authorized User.

3. **Collectors**. The Armis Platform may include Collectors that are provided to Customer during the Subscription Term under an applicable Purchase Order. Customer shall use and reasonably maintain Collectors in good working order in accordance with the Documentation and at the locations agreed to by the Parties to enable proper usage and operation of the Armis Platform. Support for Collectors is provided pursuant to Armis' standard support services, as described in the SLA and in the Documentation, which may require installation of a current release of Collector Technology. Without Armis' express written permission, Customer shall not, and shall not permit any third party to: (i) use Collectors other than for the express purpose for which they were provided; (ii) rent or lease Collectors to any third party; (iii) transfer or copy the Collector Technology within the Collector to any other product or device; or (iv) install the Collector Technology on any device other than the applicable Collector for which it was provided. The Armis Platform may not operate as intended if Collectors are moved to any other geographic location without Armis' prior express written permission.

4. **Purchase Orders and Fees.**

4.1. **Subscription Term and Purchase Orders**. Each Purchase Order will commence on the subscription start date (the "**Effective Date**") stated in such Purchase Order and continue until the subscription end date stated therein ("**Subscription Term**"). Unless otherwise specified in a Purchase Order: (i) subscriptions for the Armis Solutions will automatically renew for additional one (1) year terms unless either Party gives the other written notice (email acceptable) at least thirty (30) days before the end of the relevant Subscription Term; (ii) discounts or other promotional pricing offered for the Armis Solutions are one-time and valid only for the specific amount purchased; (iii) renewal of any discounted Armis Solutions will be at Armis' applicable list price then in effect, and any change in the amount of, or term for, the Armis Solutions may result in re-pricing without regard to prior pricing; and (iv) during a Subscription Term, any purchase of additional amounts will be priced at Armis' applicable list price then in effect.

4.2. **Fees**. For direct purchases from Armis, Customer shall pay Armis the fees and other amounts detailed in any applicable Purchase Order in accordance with the terms therein. If applicable, Customer shall reimburse Armis for reasonable, documented, out-of-pocket expenses (including all travel costs and expenses) that are authorized by Customer in writing and that are incurred by Armis in the course of providing Professional Services. If Customer's use of the Armis Solutions exceeds the usage limitations set forth in the applicable Purchase Order, then Armis may invoice Customer, and Customer

shall pay, for such excess usage at Armis' then current rates, prorated for the remainder of the Subscription Term. Upon renewal, Customer's subscription will be increased to reflect Customer's actual usage during the preceding Subscription Term. Armis Solutions purchased cannot be decreased during a Subscription Term.

4.3. **Payment Terms**. Armis' obligations under these Terms are conditioned on Customer's payment in full of the fees when due as set forth in the applicable Purchase Order. For direct purchases from Armis, all fees are billed annually in U.S. Dollars with net thirty (30) payment terms from the start of the Subscription Term, unless alternate terms are stated in the applicable Purchase Order. Customer shall make any good faith dispute of an invoice in writing within thirty (30) days of the applicable invoice date. If Customer (or a Partner through whom Customer purchased) fails to pay any amounts set forth in a Purchase Order when due, Armis reserves the right to suspend Customer's access to the Armis Solutions thirty (30) days following Armis' written notice to Customer of nonpayment until Armis receives payment in full. Any fees not paid when due or not subject to a good faith dispute will accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one percent (1%) per month; and (ii) the highest amount permitted by applicable law. Except as expressly stated in these Terms, all fees due or paid are non-cancellable and non-refundable. Neither Party may set-off fees payable under these Terms or a Purchase Order against any other amounts owed to such Party. Customer requirements for purchase orders, vendor registration forms, vendor portals, or the like, will not change Customer's payment obligations herein.

4.4. **Taxes**. All amounts payable under these Terms are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, and duties, and all such amounts are Customer's sole responsibility, provided that Customer is not responsible for any taxes on Armis income. These taxes (if applicable) will be stated separately on each invoice, unless Customer provides (in advance) a valid tax exemption certificate authorized by the applicable taxing authority. In addition, if applicable law requires Customer to withhold any amounts on payments owed to Armis pursuant to these Terms, Customer 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.

5. **Beta Products**. FROM TIME TO TIME, ARMIS MAY OFFER CUSTOMER THE OPPORTUNITY (WHICH CUSTOMER MAY REFUSE IN ITS SOLE DISCRETION) TO USE EARLY AVAILABILITY OR BETA PRODUCTS, FEATURES, OR DOCUMENTATION (COLLECTIVELY, "**BETA PRODUCTS**"). BETA PRODUCTS MAY NOT BE GENERALLY AVAILABLE, ARE PROVIDED STRICTLY "AS IS," AND WILL NOT BE SUBJECT TO ANY REPRESENTATIONS, WARRANTIES, INDEMNIFICATION OBLIGATIONS, OR SUPPORT OBLIGATIONS. UNLESS PROHIBITED BY LAW, ARMIS WILL HAVE NO LIABILITY RELATED TO SUCH BETA PRODUCTS IN EXCESS OF ONE THOUSAND USD ($1,000.00 USD). CUSTOMER OR ARMIS MAY TERMINATE CUSTOMER'S ACCESS TO BETA PRODUCTS AT ANY TIME FOR ANY OR NO REASON.

6. **Ownership and Reservation of Rights.**

6.1. **Armis.** Except for the rights expressly granted to Customer in Section 2.1, as between the Parties, Armis and/or its licensors own and retain all rights, title, and interest, including Intellectual Property Rights, in and to all Armis Assets, Armis Confidential Information, and any other tangible and intangible material and information incorporated into or constituting any portion of the Armis Assets (excluding any Customer Data and Customer Confidential Information).

6.2. **Customer**. Except for the rights expressly granted to Armis in this Section 6, as between the Parties, Customer owns and retains all rights, title, and interest in and to Customer Data, Customer Confidential Information, and Feedback, including all associated Intellectual Property Rights. During the Subscription Term, Customer shall provide to Armis the right to access, process, transmit, store, use, and disclose Customer Data as necessary to provide the Armis Solutions to Customer and to improve the Armis Solutions including to identify, investigate, or resolve technical problems with the Armis Solutions.

6.3. **Feedback**. Customer or an Authorized User may provide to Armis, directly or indirectly, feedback, analysis, suggestions, or comments about the Armis Assets or Armis Solutions (collectively, "**Feedback**"). Feedback does not include Customer Data or Customer Confidential Information. Customer hereby grants to Armis a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide right, with the right to grant and authorize sublicenses, to use and benefit from such Feedback to provide and improve the Armis Assets and Armis' business without any compensation or credit due to Customer.

6.4. **Statistical Data**. During the Subscription Term, Armis may collect and compile Statistical Data and Armis owns and retains all rights, title, and interest in such Statistical Data. Armis may use Statistical Data for its own business purposes (such as improving, testing, and maintaining the Armis Solutions, including training Armis' machine learning algorithms and

artificial intelligence models associated with the Armis Solutions, identifying trends, and developing additional products and services).

6.5. **Reservation of Rights**. Each Party retains all rights that are not expressly licensed to the other Party in these Terms and does not grant the other Party any implied licenses in these Terms or under any other theory.

7. **Confidentiality.**

7.1. "**Confidential Information**" means any non-public information disclosed in any form or manner by one Party ("**Discloser**") to the other Party ("**Recipient**") that is marked as "confidential" or that Recipient knows or reasonably should know is confidential information of Discloser given the nature of such information and the circumstances of its disclosure. Confidential Information of Armis includes the Documentation, auditor reports, security test results and reports, and all communications related to updates to the Armis Assets. Confidential Information does not include Customer Data automatically uploaded to, processed, and hosted by the Armis Platform (the security and protection of which is governed by section 2.6), or any information which Recipient can demonstrate through reasonable evidence: (i) is or becomes generally known and available to the public through no act of Recipient; (ii) was already in Recipient's possession without a duty of confidentiality owed to Discloser at the time of receipt; (iii) is lawfully obtained by Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by Recipient without breach of an obligation owed to Discloser.

7.2. During the Subscription Term, Recipient may use Discloser's Confidential Information solely for the purpose of performing its obligations under these Terms. Recipient shall use the same degree of care in protecting Discloser's Confidential Information as Recipient uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Recipient shall not disclose Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such Confidential Information to perform their respective obligations under these Terms and who are bound by a written undertaking of confidentiality that is at least as protective of Discloser's Confidential Information as set forth herein. In addition, Recipient may disclose Discloser's Confidential Information to the extent such disclosure is required by law or order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser in advance (unless legally prohibited from doing so) to enable Discloser to seek a protective order or otherwise seek to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information is and will remain the sole and exclusive property of Discloser. Recipient is solely responsible and liable to Discloser for any act, omission, or other failure to comply with the Terms by any of its representatives.

7.3. The use and disclosure restrictions in this Section 7 (Confidentiality) will survive the expiration or termination of these Terms for a period of three (3) years, provided that Confidential Information defined as a trade secret under any applicable Laws shall be maintained by Recipient in confidence so long as it retains trade secret status under such Laws.

8. **Warranties.**

8.1. **Armis Warranties.**

8.1.1. **Armis Platform Warranties.** Armis warrants that: (i) during the Subscription Term, the current versions of the Armis Platform will perform and function materially in accordance with the Documentation under normal and authorized use in compliance with these Terms; and (ii) Armis shall maintain appropriate technical measures and periodically update the Armis Platform to prevent the introduction of software viruses, disabling devices, trojans, worms, or other software or hardware devices designed to intentionally disrupt, disable, or harm Customer's network or systems or the operation of the Armis Platform. If Customer believes the Armis Platform does not conform to the warranties in this Section 8.1.1, Customer shall promptly notify Armis in writing (in no event later than thirty (30) days from the date of discovery of the nonconformity) by submitting a support ticket via the Support Portal in accordance with the SLA. In the event of a breach of the warranties in this Section 8.1.1, Armis' exclusive responsibility, and Customer's exclusive remedy (other than any termination rights Customer may have under Section 14), will be for Armis to either correct or replace, at no additional charge to Customer, the applicable deficiency in the Armis Platform in accordance with the SLA.

8.1.2. **Professional Services Warranty.** Armis warrants that, during the Subscription Term, the Professional Services will be performed in a workmanlike manner in accordance with current industry standards. If Customer believes the Professional Services do not conform to the warranty in this Section 8.1.2, Customer shall promptly notify Armis in writing (in no event later than thirty (30) days from the date the Professional Services were performed) by submitting a support ticket via the Support Portal in accordance with the SLA. Armis' exclusive responsibility, and Customer's exclusive remedy, will be for Armis, at its option and expense to: (i) re-perform the applicable Professional Services that fail to meet this warranty; or

(ii) issue a refund of the fees paid for the applicable non-conforming Professional Services.

8.1.3. **Exceptions**. The warranties set forth in this Section 8.1 will not apply to the extent the nonconformity results from or is otherwise attributable to any failure or damage caused by the actions or inactions of Customer, Authorized Users, or any person acting at Customer's direction.

8.2. **Customer Warranty**. Customer warrants it will have all rights necessary, including any required consents, to provide or make available to Armis the Customer Data (including personal data) or other materials in connection with its use of the Armis Solutions and to permit Armis to use Customer Data pursuant to these Terms.

9. **Mutual Representations**. Each Party represents that: (i) it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization; (ii) it has the full corporate power and authority to execute, deliver, and perform its obligations under these Terms; (iii) the person signing or clicking through these Terms on its behalf has been duly authorized and empowered to enter into these Terms; and (iv) these Terms are valid, binding, and enforceable against it in accordance with its terms.

10. **Compliance with Laws, Policies, and Trade Controls.**

10.1. In connection with the performance of these Terms each Party shall comply with all Laws applicable to such Party in the conduct of its business generally. In addition, if Customer's use of the Armis Solutions requires Customer to comply with industry specific Laws applicable to such use, Customer is responsible for such compliance.

10.2. Customer agrees that it will comply with all sanctions and export control Laws applicable to its activities carried out in connection with these Terms. Customer acknowledges and understands that Armis' products, software, and technology are (i) provided subject to compliance with U.S. sanctions and export control Laws, including but not limited to the U.S. Export Administration Regulations (EAR) and trade and economic sanctions maintained by the U.S. Office of Foreign Assets Control (OFAC), and (ii) may be subject to similar Laws of other countries (all of the foregoing, collectively, "**Trade Controls**").

10.2.1. Customer shall not directly or indirectly:(i) sell, export, reexport, transfer, divert, or otherwise dispose of any Armis' Asset(s) provided under these Terms to any entity, to (or in) any destination or person or (ii) or use such Armis Asset(s) in each case for any use prohibited by Trade Controls without first obtaining prior documented authorization from the competent government authority as required by Trade Controls. Prohibited end-uses include: restricted military, advanced computing, semiconductor manufacturing, supercomputing, nuclear, rocket systems and unmanned aerial vehicles, or chemical and biological weapons end-uses, in each instance as applicable under Trade Controls.

10.2.2. In addition, Customer shall not directly or indirectly sell, export, reexport, transfer, divert, or otherwise dispose of any Armis Asset(s) provided under these Terms: (i) to or in any country subject to an embargo or comprehensive Trade Controls by the U.S., EU, UN Security Council, or other applicable jurisdiction ("**Prohibited Country**"), or (ii) to any person or entity subject to individual (or entity) any prohibition or sanction, including, but not limited to, those listed on, or those majority-owned or controlled by anyone listed on, the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, the U.S. Commerce Department's Denied Persons List, Entity List, Unverified List, or Military End-User List (each such person, a "**Designated National**"), in each case without first obtaining any required and documented authorization from the applicable government authority.

10.2.3. Customer represents and warrants that it is not, and it is not majority-owned or controlled by anyone who is, and is not not using and will not use any Armis Asset(s) on behalf of individual or entity who is (i) located in a Prohibited Country, or (ii) a Designated National. Customer agrees to cooperate promptly with any request by Armis for documentation relating to the above matters and to immediately inform Armis if it or anyone involved under these Terms becomes a Designated National.

11. **DISCLAIMER**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE IN SECTIONS 8 (WARRANTIES), 9 (MUTUAL REPRESENTATIONS), AND 10 (COMPLIANCE WITH LAWS), NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY, CONDITION, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ARMIS MAKES NO REPRESENTATION OR WARRANTY: (I) AS TO ANY NON-ARMIS PRODUCT, EVEN IF SUCH NON-ARMIS PRODUCT INTEROPERATES WITH THE ARMIS SOLUTIONS; (II) THAT CUSTOMER'S USE OF THE ARMIS SOLUTIONS WILL BE UNINTERRUPTED, ERROR-FREE, OR HAVING NO NETWORK OR SYSTEM INTERRUPTION ASSOCIATED THEREWITH; OR (III)

THAT THE ARMIS SOLUTIONS WILL DETECT, PREVENT, OR PROTECT AGAINST ALL POSSIBLE THREATS, VULNERABILITIES OR OTHER RISKS, WHETHER KNOWN OR UNKNOWN.

12. **Indemnification.**

12.1. **Armis**. Subject to the conditions of Section 12.3, Armis shall defend Customer against any claims, suits, actions, or proceedings brought against Customer and/or its directors, officers, and employees by a third party (including any regulatory authority) to the extent such claim alleges that Customer's permitted use of the Armis Solutions under these Terms infringes or misappropriates the Intellectual Property Rights of a third party ("**IP Claim**"). Armis shall indemnify Customer 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 Armis in a monetary settlement in connection with an IP Claim. If any IP Claim is brought or threatened, Armis may, at its sole option and expense: (i) procure for Customer the right to continue to use the Armis Solutions; (ii) modify or replace the relevant portion(s) of the Armis Solutions with a non-infringing alternative having substantially equivalent performance; or (iii) terminate the applicable Purchase Order as to the infringing portion(s) of the Armis Solutions and issue a prorated refund of any unused prepaid fees applicable to such terminated Armis Solutions for the remaining period of the Subscription Term as calculated from the effective date of the termination. Notwithstanding the foregoing, Armis is not obligated to indemnify or defend any IP Claim to the extent arising from: (a) any use of the Armis Solutions in combination with software, products, or services not provided by Armis or any modification to the Armis Solutions by Customer or Authorized Users in each case not authorized by Armis, where the Armis Solutions would not be infringing but for such combination or modification; (b) Customer's failure to use the Armis Solutions in accordance with these Terms; or (c) the Customer Data.

12.2. **Customer**. Subject to the conditions of Section 12.3, Customer shall defend Armis against any claims, suits, actions, or proceedings brought against Armis and/or its directors, officers, and employees by a third party (including any regulatory authority) to the extent such claim: (i) alleges that the permitted collection or use by or on behalf of Armis of the Customer Data infringes, misappropriates, or violates any third party's rights; or(ii) relates to or arises out of Customer's use of Non-Armis Products or Non-Armis Service Providers (including any failure by such Non-Armis Service Provider to comply with these Terms).Customer 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 Customer in a monetary settlement in connection with an indemnifiable claim.

12.3. **Procedures**. The Party seeking indemnification shall provide the indemnifying Party: (i) prompt written notice, provided that failure to provide such notice will not alleviate a Party's indemnification obligation to the extent any associated delay does not materially prejudice or impair the defense; (ii) sole control over the defense and settlement, provided that the indemnified Party's prior written approval will be required for any settlement that would reasonably be expected to impose an obligation on the indemnified Party; and (iii) all information and assistance reasonably requested by the indemnifying Party in connection with the defense or settlement, provided that the indemnifying Party shall reimburse the indemnified Party for any reasonable out-of-pocket costs of providing such assistance. This Section 12 states each Party's entire obligation and exclusive remedy regarding the third-party claims described in this Section 12.

13. **LIMITATION OF LIABILITY**. THE FOLLOWING TERMS APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW:

13.1. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO ARMIS OR AN ARMIS PARTNER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MOST RECENT EVENT GIVING RISE TO LIABILITY.

13.2. NOTWITHSTANDING SECTION 13.1 ABOVE, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO ARMIS OR AN ARMIS PARTNER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MOST RECENT EVENT GIVING RISE TO LIABILITY.

13.3. THE LIMITATIONS IN SECTIONS 13.1 AND 13.2 WILL NOT APPLY TO: (I) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION); (II) LIABILITY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS; (III) BREACH BY CUSTOMER OF SECTION 2.9 (RESTRICTIONS), BREACHES OF SECTION 7 (CONFIDENTIALITY); OR (IV) FEES FOR ARMIS SOLUTIONS OWED BY CUSTOMER UNDER THESE TERMS OR ANY PURCHASE ORDER.

13.4. 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 RELATING TO THESE TERMS, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

13.5. THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF REPRESENTATIONS AND WARRANTIES, AND EXCLUSION OF CERTAIN DAMAGES SET FORTH IN THESE TERMS REPRESENT A NEGOTIATED ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE) AND WILL BE GIVEN FULL EFFECT.

14. **Termination.**

14.1. **Right to Terminate**. These Terms start on the Effective Date and continue unless terminated in accordance with these Terms. Either Party may terminate these Terms: (i) if the other Party is in material breach of these Terms and fails to cure such breach within thirty (30) days of receiving written notice of such breach (except for a breach of Section 10, which may be terminated with immediate effect); or (ii) except where legally prohibited, with immediate effect if the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days; (iii) upon sixty (60) days' written notice if all Purchase Orders have expired; or with immediate effect if Customer is in breach of Section 10. If Customer terminates these Terms under Section 14.1(i), Armis shall issue a prorated refund of any unused prepaid fees for the remaining period of the Subscription Term as calculated from the effective date of the termination.

14.2. **Effect of Termination**. Upon termination or expiration of these Terms: (i) the access and usage rights granted in Section 2.1 will expire, and Armis will disable Customer's and each Authorized User's access to the Armis Solutions; (ii) Customer shall immediately and permanently delete all copies of the Documentation within its possession or control and Collector Technology installed on Customer's hardware devices; (iii) if Customer has Collectors: (a) Customer shall ensure that all Collectors remain connected to the internet for seven (7) days for Armis to permanently delete the Collector Technology; and (b) Customer shall return the Collectors to Armis in accordance with Armis' instructions; and (iv) Armis shall permanently delete all Customer Data in its possession or control sixty (60) days after termination or expiration in accordance with its automated deletion schedule. Prior to such deletion, Customer may export or download Customer Data at any time from the Armis Platform in accordance with the Documentation. Except as expressly set forth in these Terms or in a Purchase Order, any fees paid by Customer prior to the date of termination are non-refundable and Customer shall immediately pay Armis all fees owed but not yet paid. Any requested post-termination transition assistance is subject to mutual written agreement of the Parties.

14.3. **Suspension of Service**. Armis reserves the right to suspend Armis Solutions: (i) if Armis reasonably determines that Customer or its Authorized Users are in material breach of these Terms and such breach threatens the security, integrity, or availability of the Armis Solutions or any Armis systems; or (ii) if Armis reasonably determines that Customer or its Authorized Users are infringing or misappropriating Armis' Intellectual Property Rights. Depending on the severity of the violation, Armis may provide Customer's account administrator with notice and an opportunity to remedy such violation prior to suspension. Armis shall only suspend access to the extent reasonably necessary to address the violation and shall promptly restore access once the issue has been resolved.

15. **Insurance.** Armis shall, at its expense, procure and maintain commercially reasonable insurance coverage during the Subscription Term, including the following minimum policies and amounts: (i) Commercial General Liability Insurance: $1,000,000 per claim and $2,000,000 in the aggregate; (ii) Workers' Compensation and Employer's Liability Insurance: minimum amounts required by the state(s) in which work is to be performed, but not less than $1,000,000 each accident and $1,000,000 in the aggregate; (iii) Automobile Liability Insurance: combined single limit of $1,000,000 each accident; (iv) Umbrella or Excess Liability Insurance: $5,000,000 each claim and $5,000,000 in the aggregate; (v) Cyber Risk/E&O Insurance: $5,000,000 each claim and $5,000,000 in the aggregate. All of Armis' insurance policies will be underwritten by insurers that are rated "A-VII" or better. Upon Customer's written request, once per year during the Subscription Term, Armis shall provide a certificate of insurance evidencing its insurance coverage.

16. **General Provisions.**

16.1. **Parties, Governing Law, and Venue**. The Armis entity that Customer is contracting with under these Terms depends on where the Customer is domiciled as set forth below in this Section 16.1. These Terms are governed by and will be construed

under the Laws of the State of California, without reference to principles and laws relating to the conflict of laws. The competent courts of San Francisco, California will have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any Purchase Order.

16.1.1. If Customer is not domiciled in Europe, the Middle East, or Africa, the contracting entity is Armis, Inc., a Delaware corporation or, at Armis' election, Armis Federal, LLC, a Delaware limited liability company;

16.1.2. If Customer is domiciled in Europe, the Middle East (excluding Israel), or Africa, the Armis contracting entity is Armis Security UK Ltd., a United Kingdom limited company; or

16.1.3. If Customer is domiciled in Israel, the Armis contracting entity is Armis Security Ltd., an Israeli limited company.

16.2. **Dispute Resolution.**

16.2.1. Any dispute, controversy, or claim arising out of or relating to these Terms or Customer's subscription to the Armis Solutions in accordance with these Terms ("**Dispute**") will be resolved in accordance with this Section 16.2. If a Dispute arises, the Parties shall work in good faith to resolve such Dispute without formal proceedings by holding three (3) meetings with designated, senior executives from each Party. If a Dispute cannot be resolved informally within thirty (30) days, the Parties shall proceed to non-binding mediation administered by the American Arbitration Association ("**Arbiter**"). Either Party may initiate mediation proceedings by submitting written notice to Arbiter. The Parties shall reasonably cooperate with Arbiter in selecting a mediator with at least ten (10) years' experience in B2B SaaS agreements, the type of issues involved in the Dispute, and applicable governing law. Each Party shall pay one-half (1/2) of the mediator's fees and costs and shall bear all of its own legal fees and costs in connection with the mediation. The mediation will be conducted in the jurisdiction set forth in Section 16.1. During informal discussions or mediation, a Party shall not initiate arbitration except to pursue equitable relief or a provisional remedy necessary to protect such Party's rights.

16.2.2. If the Dispute cannot be resolved within forty-five (45) days following the commencement of mediation, the Dispute shall be resolved by arbitration. Either Party may initiate arbitration proceedings following the expiration of such 45-day period by submitting written notice to Arbiter setting forth the subject of the Dispute and the relief requested. The arbitration will be administered by Arbiter and conducted in accordance with the then current rules and procedures thereof. Either Party shall commence arbitration proceedings under these Terms no later than one (1) year after the Dispute arose. Failure to timely commence an arbitration proceeding constitutes both an absolute bar to the commencement of any dispute resolution proceedings with respect to the Dispute and a waiver of the Dispute. Within fifteen (15) days after the commencement of arbitration, each Party shall select one (1) person to act as arbitrator, and the two (2) selected arbitrators shall select a third arbitrator within thirty (30) days of the commencement of the arbitration. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the 30-day period, the third arbitrator will be appointed by Arbiter in accordance with its rules. All arbitrators shall serve as neutral, independent, and impartial arbitrators. Each arbitrator will have at least ten (10) years' experience in B2B SaaS agreements, the type of issues involved in the Dispute, and the applicable governing law. The arbitrators shall interpret all Disputes in accordance with the governing law set forth in Section 16.1, without regard to choice of laws principles. The arbitration will be conducted in the jurisdiction set forth in Section 16.1. The arbitration hearing will be held within sixty (60) days after the appointment of the arbitrators unless the Parties agree otherwise. The arbitrators shall use reasonable, good faith efforts to render their final decision or award within thirty (30) days after the hearing, which will be made by majority vote or consent of the arbitrators. The arbitrators shall include a reasoned written final decision or award. The arbitrators do not have the authority to award punitive or exemplary damages or any other damages beyond the scope of the limitations of liability set forth in these Terms and may not, in any event, make any ruling, finding, or award that does not conform to the provisions of these Terms. Each Party shall pay one-half (1/2) of the arbitrators' fees and costs and shall bear its own legal fees and costs in connection with the arbitration. The arbitrators do not have the authority to award a Party's attorneys' fees and/or costs to the other Party. The written decision of the arbitrators will be final and binding and may be entered or enforced in any court of competent jurisdiction. Each Party expressly waives the right to seek any relief from a court of competent jurisdiction other than to seek any interim or provisional relief that is necessary to protect the rights or property of that Party. By doing so, that Party does not waive any right or remedy under these Terms. With respect to any court proceeding, each Party waives any right to a jury trial.

16.2.3. All mediation and arbitration proceedings, settlement discussions, and related offers, promises, conduct, or statements (whether written or oral) made in the course of resolving a Dispute, whether by a Party, a Party's representatives (including employees, agents, experts, and attorneys), or any Arbiter personnel, will be kept strictly confidential and shall be inadmissible for any purpose in any other legal proceeding involving the Parties.

16.3. **Notices**. The Parties shall provide all notices or communications related to these Terms via first-class mail (postage prepaid) or email to the address designated in writing by such Party in these Terms or in the most recent Purchase Order. In case of notice to Armis, Customer shall send a copy of the notice to legal.notices@armis.com. Notice is effective on the earlier of five (5) days from being deposited for delivery or the date on the confirmed email or courier receipt. If an email address is not provided, Armis may use the administrator's contact information designated in the Armis Platform.

16.4. **Force Majeure**. Except for payment obligations, neither Party will be liable for any delay or failure to perform any of its obligations under these Terms resulting from circumstances beyond the reasonable control of such Party, including strikes, shortages, riots, insurrections, fires, floods, storms, explosions, acts of God, wars, actions by governmental or quasi-governmental authorities, acts of terrorism, earthquakes, power outages, internet or other technology failures, denial of service or similar attacks, or pandemics, epidemics, or similar regional health crises. Any dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any force majeure event.

16.5. **Relationship of the Parties**. These Terms do not, and will not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. These Terms are personal to the Parties, and no third parties will be considered beneficiaries hereof for any purposes. The Parties shall not use the trademarks or service marks of the other Party without that Party's prior written consent, provided that Armis may name Customer as a user of the Armis Solutions.

16.6. **Assignment**. These Terms bind and benefit the Parties and the Parties' respective heirs, executors, administrators, legal representatives, and permitted successors and assigns. Neither Party may assign these Terms or any of its respective rights under these Terms, or delegate any of its obligations under these Terms (except for delegation by Armis to its subcontractors), without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, these Terms may be assigned by either Party in connection with a merger, consolidation, sale of all the equity interests of the Party, or a sale of all or substantially all the assets of the Party. Any purported assignment of these Terms and rights herein or delegation of obligations in violation of this Section will be null and void and of no effect. Armis may disclose the relationship between it and Customer if legally required or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

16.7. **Amendment and Waiver.** Armis reserves the right, as Armis' Solutions evolve and expand, to update these Terms from time to time by posting updated versions on its website (available at https://www.armis.com/legal-compliance/). Customer's continued use of the Armis Platform constitutes Customer's acceptance of the updated Terms. These Terms and any Purchase Order may not be amended or superseded except by written, executed agreement of the Parties that expressly identifies itself as an amendment or replacement of these Terms or any such Purchase Order. A written, executed agreement does not include: (i) the text of e-mails or similar electronic transmissions; (ii) the terms of any shrink-wrap, click-wrap, browse-wrap or similar agreement between the Parties; or (iii) the terms of any website owned, operated, or controlled by either Party or any of its affiliates or other service providers. Any waiver of these Terms must be in writing and no written waiver will operate or be construed as a waiver of any subsequent breach. Failure of a Party to enforce its rights on one occasion will not result in a waiver of such rights on any other occasion.

16.8. **Severability**. If any term of these Terms is found to be invalid or unenforceable, the remaining terms of these Terms will remain in full force and effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

16.9. **Survival**. Any terms that are expressly stated to survive or by their nature survive termination or expiration hereof will survive (including Sections 4 (Purchase Orders and Fees), 6 (Ownership and Reservation of Rights), 7 (Confidentiality), 12 (Indemnification), 13 (Limitation of Liability), 14 (Termination), and 16 (General Provisions)).

16.10. **Entire Agreement**. These Terms, together with all documents referred to herein (including by hyperlink) or attached hereto, constitute the final agreement between the Parties and are the complete and exclusive expression of the Parties' agreement on the matters contained herein. All prior and contemporaneous representations, responses to proposals, understandings, and agreements (written or verbal) relating to the matters herein (including any confidentiality or evaluation agreements previously entered into by the Parties still in effect) are expressly superseded by these Terms. In entering into these Terms, neither Party has relied on any statement, representation, warranty, or agreement of the other Party except for those expressly stated herein. After the Effective Date, Customer or a Partner may for its convenience provide Armis (including through a web portal) a purchase order, vendor onboarding document, invoicing instructions, questionnaire, or any other form or document (collectively, "**External Documents**"). No terms or conditions stated in any External Documents will be incorporated into or amend any part of these Terms or result in a new contract between the Parties, even if Armis accepts, clicks through, or completes such External Documents. Armis objects to and rejects all such terms or conditions.

16.11. **Interpretation**. Whenever used in these Terms: (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the words "hereof," "hereunder," "herein," and similar terms are deemed to mean "under these Terms"; and (iii) the headings in these Terms are for convenience of reference only and will not be used to interpret these Terms.

16.12. **Drafting**. These Terms will be construed without regard to the drafter and will be construed as though each Party to these Terms participated equally in the preparation and drafting of these Terms.

16.13. **Counterparts**. These Terms may be executed in counterparts and may be delivered via electronic transmission, and each counterpart will have the same force and effect as an original and will, together, constitute one and the same agreement. Any electronic signature will have the same effect as a handwritten signature for all purposes, including validity and enforceability.

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