ARMIS SAAS LICENSE AGREEMENT

This Commercial Supplier Agreement and SAAS License Agreement and Services ("Agreement") is between the Customer, identified in the Proposal, Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Armis Inc.' ("Company" or "Supplier") with its principal place of business at 2800 Sand Hill Rd, Menlo Park, CA 94025, USA. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software") and the Supplier documentation made available for use with such software. "You" or "Customer" means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time.

1.   **License**. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to: (a) remotely access (i.e. on a SaaS basis) the software (the "**Program**") and use it for internal purposes; and (b) install and use our on-prem hardware or virtual appliance ("**Agent**") for internal purposes. Unless otherwise indicated, the term "**Program**" also includes the Agent and any documentation ("**Documentation**") provided to you in connection with their operation. You may only use the Program in accordance with the Documentation, subject to the use limitations indicated in your proposal or order ("**Proposal**") and applicable laws.

2.   **Hardware Agent**. If we provide you with a hardware Agent, you shall use it in a careful and proper manner in accordance with the Documentation, and in compliance with all applicable laws, ordinances or regulations. You not use it other than for the purpose for which it was provided to you. In the event of damage to the hardware Agent solely due to ordinary wear and tear, we will repair or replace it at our expense. To the extent that the hardware Agent is lost, stolen, destroyed or damaged for any other reason (including due to inappropriate use by you), or you fail to timely return it upon the expiration or termination of this Agreement, if requested by us, we may issue to you an invoice for the purchase price of such hardware Agent

3.   **Services**. In addition to the above mentioned licenses, we may provide services, as detailed in the Proposal (collectively with the Program, the "**Services**"). Support and maintenance services are provided according to our Service Level Agreement attached hereto as <u>Exhibit B</u> ("**SLA**").

4.   **Reserved**

5.   **Customer Account**. The Program may only be used through a Customer account (the "**Account**"). Such Account may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to use the Program (each, a "**Permitted User**"). Customer will ensure that the Permitted Users keep the Account login details secure at all times and comply with the terms of this Agreement; and will be fully responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Account or the Program must be immediately reported to the Company.

6.   **Prohibited Uses**. Except as specifically permitted herein, without the prior written consent of the Company, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Program (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require the Company to disclose the source code of the Program or Agent to any third party; (iv) disclose the results of any testing or benchmarking of the Program to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Program's source code or underlying algorithms; (vi) use the Program in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Program; (viii) circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce use limitations; (ix) export, make available or use the Program in any manner prohibited by applicable laws (including without limitation export control laws); and/or (x) transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with our Product.

7.   **Customer Data and Analytics Information**. As we operate the Services, we may monitor data flows and logs transmitted between your wireless networks (the "**Customer Data**"). As the exclusive owner of the Customer Data, you represent that to the extent the Customer Data includes any personally identifiable information, you have received the required consents or permits and have acted in compliance with applicable privacy laws, as to allow us to use the Customer Data solely in order to perform our Services and not for any monetization purposes. We may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, hold and/or manage the Customer Data through Company's authorized third party service providers as reasonable for business purposes, which may be located in a country that does not have the same data protection laws as the data subject's jurisdiction. Notwithstanding the foregoing, any anonymous information, which is derived from the use of the Program and Agent (*i.e.*, metadata, aggregated and/or analytics information) which is not personally identifiable information ("**Analytics Information**") may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is our exclusive property.

8.   **Warranties**. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this

Agreement will not conflict with other agreements to which it is bound or violate applicable law.

9.   **Intellectual Property Rights**. The Program is not for sale and is the Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Program and any and all improvements and derivative works thereof are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Program other than a limited right to use the Program in accordance with Section 1. Nothing herein constitutes a waiver of the Company's intellectual property rights under any law.

If Company receives any feedback (*e.g.*, questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof.

10.   **Reserved**

11.   **Confidentiality**. Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). The Documentation shall be considered as Confidential Information hereunder. Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure, if permitted by law, to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. The Company recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

12.   **LIMITED WARRANTIES**. The Company represents and warrants that, under normal authorized use, the Program shall substantially perform in conformance with its Documentation. As the Customer's sole and exclusive remedy and the Company's sole liability for breach of this warranty, the Company shall use commercially reasonable efforts repair the Program in accordance with the SLA. The warranty set forth shall not apply if the failure of the Program results from or is otherwise attributable to: (i) repair, maintenance or modification of the Program by persons other than the Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Program; (iii) use of the Program other than in accordance with the Program's Documentation; (iv) Customer's failure to implement software updates provided by the Company specifically to avoid such failure; or (v) the combination of the Program with equipment or software not authorized or provided by the Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM, ANY REPORTS OR OTHER OUTPUT (THE "**REPORTS**") AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM, THE REPORTS AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS SET FORTH IN SECTION 8 AND THIS SECTION 12, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

13.   **LIMITATION OF LIABILITY**. EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1);   NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE.

EXCEPT FOR THE COMPANY INDEMNIFICATION OBLIGATION UNDER SECTION 14, ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, AND/OR DAMAGES RESULTING FROM CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER PURSUANT TO SECTION 1); EITHER PARTY'S MAXIMUM

LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, TWO TIMES THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING THE PROPOSAL). NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. The foregoing limitation of liability shall not apply to personal injury or death resulting from Licensor's negligence, or for any other matter for which liability cannot be excluded by law.

14.   **Indemnification**. Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Program, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and the Company will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies the Company in writing of such claim; and (ii) the Customer grants the Company the authority to handle the defense or settlement of any such claim and provides the Company with all reasonable information and assistance, at Company's expense, however the United States Department of Justice reserves the right to take sole control over the defense and settlement of Third-Party Claims. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §5.

If the Program becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole discretion: (a) procure for the Customer the right to continue using the Program; (b) replace or modify the Program to avoid the IP Infringement Claim ; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may terminate this Agreement and in such event accept return of the affected Program and provide a refund for any amount pre-paid by Customer for such returned Program for the remaining unused period of the license.

Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Program made by a party other than the Company or its designee; (ii) the Customer's failure to implement software updates provided by the Company specifically to avoid infringement; or (iii) combination or use of the Program with equipment, devices or software not supplied by the Company or not in accordance with the Documentation.

This Section states Company's entire liability, and Customer's exclusive remedy, for claims or alleged or actual infringement.

15.   **Term and Termination**. This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the period specified in the Purchase Order or for extended periods agreed in writing by the Parties, unless earlier terminated as set forth herein (the "**Term**"). The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. If applicable, Customer shall be responsible to download its Customer Data prior to termination of this Agreement. The termination of this Agreement shall not limit Company from pursuing any other remedies available to it under applicable law.

16.   **Miscellaneous**. This Agreement and the MAS Contract - including any Proposals, and any exhibits attached or referred hereto - represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Program by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement and the MAS. This Agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. § 1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. The Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company in accordance with FAR 52.212-4(f). This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

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Exhibit A
Armis Proposal

Exhibit B
ARMIS SERVICE LEVEL AGREEMENT (SLA)

During the term of the Agreement, Armis will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage (defined below) of at least 99.9% during monthly billing cycle (the "**Service Commitment**"). In the event that Armis does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit (defined below) as described below.

The following definitions apply to this SLA:

- "**Armis Service(s)**" or "**Service(s)**" means the services specified in the Agreement;
- "**Downtime**" or "**Downtime Incident**" means the time in which Armis Service is unavailable to the Customer as measured and determined solely by Armis based on its servers. Downtime Incidents shall exclude: planned downtime incidents announced in-advance by Armis, including without limitation, for periodic upgrade and maintenance; and/or any time where Armis is awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored.
- "**Downtime Period**" means the number of minutes in a calendar month during which Armis Service is unavailable to the Customer due to Downtime Incident(s).
- "**Monthly Uptime Percentage**" means the total number of minutes in a calendar month, minus the Downtime Period, divided by the total number of minutes in a calendar month.
- "**Service Credit**" means credit notes due to the Customer as a result of Downtime Period as detailed in the following table:

Monthly Uptime Percentage	Percentage of monthly service license for Service which does not meet SLA that will be credited to future billing cycle for the Customer (in accordance with the subscription period applicable to each Customer)
Between 99.0% – 99.9% (inclusive)	10%
Less than 99.0%	20%

Service Credit Eligibility

If the Monthly Uptime Percentage is less than or equals 99.9%, then the Customer will be eligible to receive Service Credits as detailed in the table above.

In order to receive any of the Service Credits described above, the Customer must (i) notify Armis's technical support team within thirty (30) days from the time on which the Customer becomes eligible to receive Service Credits; and (ii) submit Armis's technical support team all information necessary for Armis to validate the Customer's claim, including but not limited to: (a) a detailed description of the Downtime Incident; (b) information regarding the time and duration of the Downtime Incident. Failure to comply with these requirements will forfeit such Customer's right to receive Service Credits. In addition, the Customer must be in compliance with the Agreement in order to be eligible for a Service Credit.

Maximum Service Credits

The aggregate maximum number of Service Credits to be issued by Armis to the Customer for any and all Downtime Periods that occur in a single subscription period shall not exceed 20% of the amount due by Customer for the Armis Services provided to it during the applicable subscription period.

The Service Credits will be made in the form of a monetary credit applied to future use of the Armis Services and will be deducted from the Customer's next billing cycle/invoice. The Service Credits will not entitle the Customer to any refund or other payment from Armis.

If the Customer purchased a Service from a reseller or distributor, the Customer will receive a Service Credit directly from its reseller or distributor and the reseller or distributor will receive a Service Credit directly from Armis. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by Armis in its reasonable discretion.

THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ITS RIGHT TO RECEIVE SERVICE CREDITS AS SPECIFIED ABOVE CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY FOR ANY DOWNTIME INCIDENTS, UNAVAILABILITY OR NON-PERFORMANCE.

Other SLA Exclusions

The SLA does not apply to any: (a) features or services excluded from the Agreement (as specified in the associated Documentation); or (b) Downtime Incidents that: (i) are explicitly excluded under this SLA; (ii) are caused by factors beyond Armis' reasonable control (e.g. any force majeure event, Internet access or related problems beyond Armis' reasonable control etc.); (iii) results or outcomes attributable to repair, maintenance or modification of Armis' software by persons other than Armis' authorized third parties; (iv) resulted from accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Armis' software; (v) resulted from use of the Armis' software other than in accordance with its manuals, specifications or documentation or in violation of the Agreement; (vi) resulted from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Armis' direct control); and/or (vii) resulted from the combination of the Armis' software with equipment or software not authorized or provided by Armis or otherwise approved by Armis in the software's manuals, specifications or documentation.