

ARMOR DEFENSE LIMITED PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) governs the provision of professional services (the “Services”) by Armor Defense Ltd., and its Affiliates (“Armor” or “we”) to Customer (“you”). For purposes of this Agreement, “Affiliate” means any entity that a party directly or indirectly controls, is controlled by or is under common control of that party. Customer acknowledges that its purchase of Services under this Agreement is separate from its purchase of any secure cloud hosting or similar ongoing subscription for security services provided by Armor and any such purchase for those services will be governed by a separate, mutually agreed upon terms of service agreement.

1. **Scope of Services.** The scope of the Services will be defined in a Statement of Work (“SOW”). During the term of this Agreement and solely for the purposes of providing the Services, Customer acknowledges that Armor may request and require certain access to the Customer’s systems. Customer agrees to furnish Armor with access to all information, passwords, technical matter, data, knowledgeable personnel, and Customer’s systems (collectively, “Customer Information”) as is reasonably necessary for the performance of the Services. Customer may deny or restrict Armor’s access to the Customer Information at any time; provided, however, Customer acknowledges that if Armor’s access to such Customer Information is denied or restricted, Armor may be unable to perform its obligations arising under this Agreement. If this occurs, Armor shall be held harmless from any liability arising from such occurrence.

Customer acknowledges that the Services described in any applicable SOW may result in service interruptions or degradation of the Customer’s systems, and agrees to assume those risks and any resulting consequences. Customer further acknowledges that it is the Customer’s responsibility to restore network computer systems to a secure configuration after the completion of the Services.

2. **Payment.** Armor will invoice the Customer in accordance with the SOW. Customer agrees to pay Armor all fees and costs specified in the SOW upon receipt of the invoice. The Services provided under the SOW are not subject to any account discounts.

3. **Term and Termination.** The term of this Agreement and any applicable SOW will be for a period commencing on the SOW effective date and will remain in effect unless terminated by either party in accordance with this Agreement. This Agreement or any SOW that is governed by this Agreement may be terminated (i) by either party with at least thirty (30) days’ written notice to the other party or (ii) upon either party’s failure to perform or observe any material term or condition of this Agreement or SOW and failure to cure such failure within fifteen (15) days of written notice. A party’s termination of this Agreement will automatically terminate all SOW(s) then in effect on the same date of termination (“Termination Effective Date”). Notwithstanding the foregoing, Armor may immediately terminate this Agreement and immediately cease work if Customer fails to

pay any outstanding amounts within ten (10) days of receipt of written notice from Armor of such delinquency. Both parties will communicate any termination notice in the Armor Management Portal (“AMP”).

4. Effect of Termination. Upon the Termination Effective Date, Armor will cease all Services. Customer is responsible for paying all amounts incurred by Armor up to the Termination Effective Date.

5. Ownership of Work Product and Deliverables. Unless otherwise provided in a SOW, Armor shall retain all ownership, rights, title, and interest to the deliverables, whether tangible or intangible, provided by Armor to the Customer through the Services (the “Deliverables”); provided, however, that any creative or Customer-specific content (for example, configuration recommendations or the analyses of Customer’s network or systems) created exclusively for Customer by Armor in connection with the performance of the Services (the “Work Product”), shall be the sole and exclusive property of Customer. For all Deliverables that are not Work Product, upon Customer’s full payment of fees due, Armor grants Customer a worldwide, non-exclusive, royalty-free license to copy, maintain, use and run (as applicable) the Deliverables, solely for its internal business purposes, associated with its use of the Services.

6. Confidential Information. The parties agree that “Confidential Information” means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, trade secrets, prototypes, samples, equipment, customer lists or other customer information not known to the general public), which is designated as “Confidential”, “Proprietary” or some similar designation, or is the type of information which should be reasonably be recognized as Confidential or Proprietary. For purposes of clarity, the terms of this Agreement, any SOW, and amendments hereto are Confidential Information. Confidential Information shall not, however, include any information which (i) is already publicly known and generally available in the public domain at the time of disclosure by the disclosing party, (ii) becomes publicly known and generally available after disclosure by the disclosing party to the receiving party through no act or omission of the receiving party, (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as evidenced by the receiving party’s contemporaneous written records, (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality, or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

All Confidential Information disclosed by either party to the other pursuant to this Agreement is and will be disclosed to it in confidence solely for its use in its performance hereunder. Each party will safeguard and keep confidential all Confidential Information of the other and will return the other’s Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-

termination rights under this Agreement. Each party agrees to safeguard the other's Confidential Information using measures that are equal to the standard of performance used by the receiving Party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. Each party agrees to keep such information secret and confidential indefinitely or until such time the disclosing party makes the Confidential Information publicly known, and not to disclose it to any other person or entity or use it during the term of this Agreement or after its termination except in carrying out its obligations hereunder. Notwithstanding the foregoing, a party or its legal representatives may disclose Confidential Information in response to obligations imposed by law or order of a court or regulatory body; provided, however, that party or its legal representatives must promptly notify the other party (unless prohibited by such law or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, a party, in the opinion of its counsel, is legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information as is, according to such opinion, required, without liability hereunder.

In relation to all "Personal Data" (as defined in the Data Protection Act 1998, which also defines "Processing" and "Controller") provided or disclosed by you under this Agreement:

- (a) you acknowledge that you are the data Controller of such data and that Armor is only acting on your behalf;
- (b) Armor will:
 - (i) comply with your reasonable instructions relating to the security and confidentiality of the Personal Data and will in any event keep it reasonably confidential and secure from disclosure to unauthorized third parties; and
 - (ii) Process that Personal Data only in accordance with your instructions.

Each party will:

- (a) obtain and maintain all appropriate registrations and consents under the Data Protection Act 1998 in order to allow that party to perform its obligations under this Agreement;
- (b) Process Personal Data in accordance with the Data Protection Act 1998; and
- (c) use reasonable efforts to ensure that no act or omission by it, its employees, contractors or agents results in a breach of the obligations of either party under the Data Protection Act 1998.

7. Warranties. Except as set forth below, Armor makes no representations or warranties for the Services. THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS IS." ARMOR WARRANTS THAT THE SERVICES WILL BE PERFORMED: (i) IN ACCORDANCE WITH APPLICABLE FEDERAL OR STATE LAWS AND REGULATIONS AND (ii) IN A PROFESSIONAL AND WORKMANLIKE MANNER IN CONFORMITY WITH THE PROFESSIONAL STANDARDS FOR COMPARABLE SERVICES IN THE INDUSTRY AND IN CONFORMITY IN ALL MATERIAL RESPECTS

WITH ANY REQUIREMENTS OR SPECIFICATIONS SET FORTH IN THE APPLICABLE SOW. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No statement by any Armor employee or agent, whether orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this agreement in any way whatsoever.

8. Disputes. Customer must report any performance deficiencies in the Services within thirty (30) days of delivery to receive warranty remedies. Customer's sole and exclusive remedy for breach of Armor's performance warranty shall be the prompt re-performance of the deficient Services as described and warranted and, should Armor be unable to so re-perform, Armor will refund Customer the fees associated with the deficient Services. In the event that Armor uses any subcontractor in the performance of its obligations hereunder, Armor will remain responsible for such subcontractor's performance the same as if the Services had been performed by Armor personnel.

9. Indemnification Obligations.

A. By Armor. Armor will defend, indemnify and hold harmless you and your Affiliates and each's respective directors, officers, employees, contractors, agents, or representatives, from and against any and all costs, liabilities, judgments, actions and expenses including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, "Losses") arising out of any threatened or actual third party claim, suit, action, arbitration, or proceeding (collectively, "Claims") arising out of or relating to (i) Armor's gross negligence or willful misconduct as it relates to the Services, or (ii) to the extent that such Claims allege that the Deliverables, including any Work Product, in the form delivered by Armor at the time of rendering the Services, infringes or misappropriates the patent or copyrights of a third party; provided in each case that (a) you give Armor prompt written notice of the Claim, (b) you permit Armor sole control over the defense and/or settlement of the Claim, and (c) you reasonably cooperate with Armor in the defense and or settlement of the Claim. Armor's indemnification obligations as set forth in this section shall constitute Customer's exclusive remedy for any Claims described herein.

Notwithstanding the foregoing, Armor shall have no obligation under this Agreement for any Claim of infringement, hold harmless, or misappropriation to the extent that it results from: (i) combination or use of the Services with equipment, products, or processes not furnished by Armor; (ii) modifications or configurations to the Services made other than by Armor; (iii) your failure to use updated or modified Services provided by Armor to avoid a claim of infringement or misappropriation; or (iv) compliance by Armor with requests, designs, plans, configurations, or specifications furnished by you or a User or made on behalf of you or a User.

B. By Customer. In addition to your indemnification obligations set forth in Sections 15 (“Export Laws”), you agree that you will defend, indemnify and hold harmless Armor, its Affiliates or any of its directors, officers, employees, contractors, agents, suppliers, or representatives from and against any and all Losses arising out of any threatened or actual or actual third party Claim arising out of or relating to (i) your gross negligence or willful misconduct as it relates to the Services, (ii) your violation the laws applicable to your use of the Services, and (iii) property damage (including damage to or misappropriation or misuse of the third party’s intellectual property); provided in each case that (a) Armor gives you prompt written notice of the Claim, (b) Armor permits you sole control over the defense and settlement of the Claim and (c) Armor reasonably cooperates with you in the defense and/or settlement of the Claim. Your obligations under this Section 9 include Claims arising out of acts or omissions by your employees, Users and any other person who gains access to the Services as a result of your failure to use reasonable security measures.

10. Limitation of Liability. THE PARTIES’ LIABILITY:

- (a) for gross negligence or willful misconduct related to this Agreement or the Services;
- (b) for death or personal injury caused by the its negligence or the negligence of its employees or agents;
- (c) for fraud or fraudulent misrepresentation;
- (d) under any of the express indemnities contained in this Agreement;
- (e) to pay sums properly due and owing to the other in the course of normal performance of this Agreement; or
- (f) any other matter which cannot by law be excluded;

IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.

IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA, LOSS OR DAMAGE TO BUSINESS, LOSS OF CONTRACTS OR LOSS OF CUSTOMERS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER TORT THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSS, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER’S USE OR IMPLEMENTATION OF ANY DELIVERABLE OR WORK PRODUCT, CONCLUSIONS OR RECOMMENDATIONS MADE BY ARMOR BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT, THE SERVICES OR ANY APPLICABLE SOW.

NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT OR ANY APPLICABLE SOW SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE FOR THE SERVICES UNDER THE APPLICABLE SOW DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT LIMIT EITHER PARTY'S LIABILITY IN THE EVENT OF (i) A YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION OBLIGATIONS"); (ii) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RELATED TO THIS AGREEMENT; OR (iii) DEATH OR PERSONAL INJURY CAUSED BY EITHER PARTY'S NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS OR FRAUD OR FRAUDULENT INDUCEMENT.

11. Relationship of Parties. The relationship of the parties shall be that of an independent contractor. This Agreement neither creates nor shall be construed as creating an agency, partnership, employment, franchise, or joint venture relationship between the parties or to authorize either party to enter any commitment or agreement that shall be binding upon the other party.

12. Non-Solicitation of Employees. During the Term, and for a period of twelve (12) months thereafter, each party agrees not to solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced or who worked on a project involving the parties without the prior written consent of the non-hiring party. This non-solicitation clause shall not apply to nor prohibit either party from posting job openings on its web site or otherwise advertising job openings through industry or mass-media publications, recruitment web sites, or generally advertised job fairs, or from responding to and hiring individuals who initiate contact with such party concerning job opportunities.

13. Notices. Except to the extent that notices may be sent by electronic mail or via the Armor customer portal as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices will be deemed delivered upon receipt by the other party. Notices to you will be sent to the mailing address then set forth on the account tab in the Armor customer portal. Notices to Armor will be sent to Armor Defense Ltd., 268 Bath Road, Slough, Berkshire SL14AX, Attn: Legal. Either party may change its notice address from time to time by written notice to the other party (you may also change your notice address through updates to your account information in the Armor customer portal).

14. Force Majeure. Neither party will be deemed to be in breach of this Agreement and will have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third party

providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

15. Export Laws. Customer acknowledges that the Services provided under this Agreement and any applicable SOW may be subject to the customs, import, and export control laws and regulations of the United States. The Services may be rendered or performed in the United States, in countries outside of the United States, or outside of the borders of the country in which Customer or its systems are located, and may also be subject to the customs, import, and export laws and regulations of the country in which the Services are rendered or received. Each party agrees to strictly comply with all such laws and regulations applicable to such party in the performance of its obligations under this Agreement or any applicable SOW for the Services. Customer shall indemnify and hold Armor harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorney's fees) arising from or relating to any breach by the Customer or its end-users of its obligations under this Section 15 ("Export Laws").

16. Governing Law; Jurisdiction. This Agreement is governed by the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the courts of England Wales. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

17. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

18. Assignment and No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein is to be construed to give any person or entity, whether or not mentioned or referred to in this Agreement or any applicable SOW, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder. This Agreement may not be assigned by you without the prior written consent of Armor, which will not be unreasonably withheld or delayed.

19. Survival. The provisions of Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, and 21 will survive any termination or expiration of this Agreement.

20. General. This Agreement constitutes the entire understanding between Armor and you with respect to subject matter hereof. In the event of a conflict or inconsistency between this Agreement and a SOW, such SOW will control with respect to the specific Services described therein. You acknowledge that you have the authority to enter in to this Agreement on behalf of your company and that you may authorize other individuals

to purchase additional Services. This Agreement binds any of your authorized Users, as well as your heirs, executors, successors, and permitted assigns.