

VARMOUR NETWORKS™ END USER LICENSE AGREEMENT (EULA)

Last Updated Date: September 25, 2019

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (“CUSTOMER”, “YOU” OR “YOUR”) AND VARMOUR NETWORKS, INC. (“VARMOUR”, “WE” OR “OUR”). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM VARMOUR. BY DOWNLOADING, INSTALLING OR USING VARMOUR SOFTWARE, YOU SIGNIFY YOUR AGREEMENT TO AND ACCEPTANCE OF THE TERMS CONTAINED HEREIN AND ANY FUTURE AMENDMENTS OR ADDITIONS TO THIS AGREEMENT AS PUBLISHED FROM TIME TO TIME AT [HTTP://SUPPORT.VARMOUR.COM/](http://support.varmour.com/). IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT DOWNLOAD, INSTALL, HOST, OR USE THE VARMOUR SOFTWARE.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“Software” means the program modules and features of vArmour or vArmour-supplied software, for which Customer has paid any applicable license or support fees to vArmour or an authorized vArmour reseller, whether provided in a form hosted by either vArmour or Customer or an on-premise form as set forth on the Order Form (as defined below). “Software” also includes updates, upgrades and new releases of such software that vArmour provides to Customer in accordance with Section 2(c).

“Workload” means a virtual machine, instance, or server node in either a cloud or data center environment.

2. License Grant and Support.

a. Subscription License. To the extent you have purchased a subscription license, subject to payment of the applicable fees and the limitations and restrictions set forth herein or in an Order Form, vArmour grants you a non-exclusive, non-transferable, revocable, worldwide license during the applicable Term (as defined below), without the right to sub-license, to (i) download, install, and host the Software (if provided in an on-premise form or a form hosted by Customer), and (ii) access and use the applicable Software in accordance with its documentation in executable form only. The “Term” shall be the evaluation, beta, or subscription term as set forth on the Order Form. If no Term is set forth on the Order Form, the Term for (a) an evaluation or beta test shall be thirty (30) days from the date the Software is provided to Customer, and (b) a subscription shall be one (1) year from the date the Software is provided to Customer.

b. Perpetual License. To the extent you have purchased a perpetual license, subject to payment of the applicable fees and the limitations and restrictions set forth herein or in a quote, order form, statement of work or purchase order referencing this Agreement and signed by both parties (“Order Form”), vArmour grants you a non-exclusive, non-transferable, perpetual, revocable, worldwide license, without the right to sub-license, to (i) download, install, and host the Software (if provided in an on-premise form or a form hosted by Customer), and (ii) access and use the applicable Software in accordance with its documentation in executable form only.

c. Updates. During the term of the applicable license, you are entitled to all bug fixes and updates to the applicable Software, when and if available, that vArmour makes generally available to its customers. All other updates and upgrades may be subject to additional charges.

d. Support and Maintenance. Subject to payment of any applicable fees, vArmour shall provide support and maintenance in accordance with vArmour’s standard support addendum attached hereto as Exhibit A (“Support Addendum”); provided however, if Customer is using the Software under a Beta Testing Agreement, support and maintenance is not included.

3. Permitted Uses and Restrictions. Customer shall use the Software subject to any limitations set forth on the applicable Order Form. Nothing in this Agreement, including the license set forth in Section 2, is transferable or assignable

by Customer without prior written consent of vArmour. No license is granted herein to any user who did not originally purchase the applicable license(s) for the Software from vArmour or an authorized vArmour reseller.

4. Customer Data. Customer hereby authorizes vArmour to use the Software to monitor and collect data, which includes the right for vArmour to access and review any customer Workload (as defined above) as well as any network, security, user, data and file object information, and operational and historical information (collectively, “Customer Data”). Customer agrees to provide vArmour with any credential information necessary to permit vArmour to access such Customer Data. Customer acknowledges and agrees that vArmour will use such Customer Data to provide services to Customer and for vArmour’s business purposes, including but not limited to, auditing purposes, analytics purposes, bug fixes, creating reports for Customer, and operating, maintaining, and improving vArmour’s products and services. Customer further agrees that vArmour may use Customer Data to create, compile, distribute, and publicly display aggregated and/or anonymized data and/or statistics for any purpose in a manner that is not directly attributable to or identified with Customer and may otherwise use and disclose Customer Data in accordance with vArmour’s Privacy Policy, which is located at <http://www.varmour.com/privacy-policy> (“Privacy Policy”). If data protection legislation from any jurisdiction applies to the processing of Customer Data, the parties acknowledge and agree that (a) this Section 4 contains the subject matter and details of the processing; (b) vArmour is a processor or service provider of Customer Data; (c) Customer is a controller or processor, as applicable, of that Customer Data; and (d) each party will comply with the obligations applicable to it under the data protection legislation with respect to the processing of that Customer Data. Customer represents and warrants that: (i) it has acquired all relevant rights and consents to provide to vArmour such Customer Data; (ii) the data subjects have been informed of such processing in compliance with applicable data protection legislation; (iii) vArmour shall have all the necessary rights to use such Customer Data for the purpose of the services described herein; and (iv) if the applicable data protection legislation applies to the processing of Customer Data and Customer is a processor, Customer warrants to vArmour that Customer’s instructions and actions with respect to that Customer Data, including its appointment of vArmour as another processor, have been authorized by the relevant controller. vArmour shall not sell, process, retain, disclose, or use (a) for a commercial purpose or (b) outside of the direct business relationship between vArmour and Customer, any Customer Data that, under the California Consumer Protection Act (“CCPA”), constitutes “personal information” except to provide the services described herein or as permitted by CCPA.

5. Ownership. vArmour and vArmour’s licensors, respectively, retain ownership of all right, title, and interest (including copyright) in and to the Software, associated documentation, and all copies of the Software. Nothing in this Agreement constitutes a transfer or conveyance of any right, title, or interest in the Software or associated documentation, or a sale of the Software, associated documentation, or copies of the Software.

6. Use Prohibitions. Notwithstanding the foregoing, the license provided herein does not permit the Customer to, and Customer agrees not to and shall not: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software, except to the extent such restrictions are permitted by applicable law; (b) make unauthorized copies of the Software (except as necessary for backup purposes); (c) license, rent, sell, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available, in any form, to any third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; (e) distribute any copy of the Software to any third party; (f) use any ‘locked’ or key-restricted feature, function, service, application, operation, or capability without first purchasing the applicable license(s) and obtaining a valid key from vArmour, even if such feature, function, service, application, operation, or capability is enabled without a key; (g) distribute any key for the Software provided by vArmour to any third party; (h) use the Software in any manner that extends or is broader than the uses purchased by Customer from vArmour or an authorized vArmour reseller; (i) disclose the results of testing or benchmarking of the Software to any third party without the prior written consent of vArmour; (j) access the Software in order to build a similar or competitive product or service; or (k) use the Software in any manner other than as expressly provided herein. Except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means.

7. Professional Services. Subject to the Professional Services Addendum attached hereto as Exhibit B, vArmour shall provide Customer with professional services as set forth in the Order Form.

8. Fees. Unless applicable fees are paid to a vArmour authorized reseller pursuant to a separate agreement between Customer and such reseller, vArmour will invoice Customer for the fees set forth in the Order Form. If Customer's usage of the Software is in excess of those amounts set forth in the Order Form, vArmour will invoice Customer for those overages, based on vArmour's then-current standard pricing unless otherwise specifically provided in an exhibit, price schedule, or other similar document agreed upon by the parties that may be attached to this Agreement or the Order Form. Unless otherwise agreed to in an Order Form, Customer shall pay all invoices within thirty (30) days of the invoice date (the "Invoice Due Date"). All payment obligations are non-cancelable and all amounts paid are non-refundable. The fees paid by Customer are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on vArmour's income. Customer represents and warrants that the billing and contact information provided to vArmour is complete and accurate, and vArmour shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the Invoice Due Date at a rate of one percent (1%) per month or the maximum amount allowed by law, whichever is lesser. In addition to any other available remedies, vArmour shall be entitled to terminate or suspend Customer's access to the Software if payments are not received by the Invoice Due Date without liability to Customer until such amounts are paid in full.

9. True Up. Within thirty (30) days of the end of each subscription term, upon request by vArmour, Customer shall provide an accurate count of the number of Workloads then currently in use with the Software. This count should include any changes to the total licenses initially purchased. Customer will work diligently with vArmour and any vArmour reseller (if applicable) to process a true-up order that reflects any increases from the initial count. Any true-up order will be subject to the same payment terms of the original order. vArmour will record any changes to the counts and make such information available via the Customer Support Portal. All such changes will be effective as of the commencement of the next subscription term.

10. Audit. To ensure compliance with this Agreement, if vArmour reasonably suspects that Customer has committed a material violation of this Agreement, vArmour or its designated representative will have the right, exercisable on reasonable notice, to conduct an inspection and audit of such records and Customer's premises and systems, and to obtain such other information as necessary to determine Customer's compliance with this Agreement. Such audit will be conducted during Customer's regular business hours at Customer's offices in such a manner as not to interfere unreasonably with Customer's normal business activities. In no event will such audits be conducted more frequently than once every twelve (12) months, unless an earlier audit uncovered an underpayment greater than one percent (1%) of the fees due and payable with respect to the period audited. Customer will promptly pay any fees revealed by the audit to be due and payable. vArmour will pay any fees charged by vArmour's designated representative, if any; provided that if any audit reveals an underpayment of fees greater than five (5%) percent of the fees due and payable with respect to the period audited, Customer will promptly reimburse vArmour for any such audit fees.

11. Confidentiality. "Confidential Information" means all information of a party ("Disclosing party") disclosed to the other party ("Receiving party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. This Agreement, any technical or other documentation relating to the Software, logins, passwords and other access codes and any and all non-public information regarding vArmour's business, products and services are the Confidential Information of vArmour. The Receiving party will: (i) not use the Disclosing party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its (a) employees, consultants, agents and professional advisers who have a "need to know" for the Receiving party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing party, and, to the extent within its control, permit the Disclosing party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing party in seeking to obtain such protection. Further, this Section will not apply to information which the Receiving party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving party; (iii) is rightfully obtained by the Receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving party who had no access to such information. The Receiving party acknowledges that unauthorized disclosure of Confidential Information could cause

substantial harm to the Disclosing party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving party the Disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity. Upon expiration or termination of this Agreement, the Receiving party shall return or destroy, at Disclosing party's election, all Confidential Information of the Disclosing Party.

12. Limited Warranty. vArmour warrants that the Software will in all material respects conform to the functionality described in the then-current documentation for vArmour's Software provided by vArmour to Customer at the time Customer received the Software for a period of thirty (30) days from the earlier of the date of (a) download or first access (as applicable) or (b) purchase (the "Warranty Period"). Your sole and exclusive remedy and vArmour's sole and exclusive liability for a breach of the foregoing warranty shall be, at vArmour's option, either (i) a pro rata refund of the purchase price of the product containing the Software or (ii) commercially reasonable efforts by vArmour to repair or replace the Software to conform in all material respects to the applicable vArmour documentation. vArmour warrants that, to the knowledge of vArmour and except as disclosed in the Software documentation, at the time of initial delivery of the Software to Customer, the Software contains no time bombs or other codes or instructions that may be used by vArmour to access, modify, delete or disable your computer systems or those of other parties accessing your computer systems. vArmour warrants that it has used commercially reasonable means to protect against the introduction of viruses by the Software to your computer systems at the time of initial delivery of the Software to Customer. If Customer is using the Software under a Beta Testing Agreement, the foregoing limited warranty does not apply. THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED.

13. Warranty Restrictions. The above limited warranty does not apply if the Software, product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by vArmour or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with vArmour's documentation, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes; (e) is a temporary Software module; (f) was not obtained directly from vArmour or an authorized vArmour reseller; or (g) is Software that vArmour expressly provides on an "AS IS" basis.

14. Disclaimer of Warranty on vArmour Software. EXCEPT FOR THE EXPRESS WARRANTIES PURSUANT TO SECTIONS 12 AND 13, THE VARMOUR SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY. VARMOUR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. VARMOUR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE VARMOUR SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE VARMOUR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE VARMOUR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VARMOUR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VARMOUR OR AN AUTHORIZED VARMOUR REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT VARMOUR OR AN AUTHORIZED VARMOUR REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. THE TERMS OF THIS DISCLAIMER DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING VARMOUR PRODUCTS OTHER THAN IN THE COURSE OF A BUSINESS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. Limitation of Liability. SUBJECT TO THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VARMOUR NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR

INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR (B) FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE AND LOSS OF PROFITS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VARMOUR'S TOTAL AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED: (1) IF CUSTOMER WAS USING THE SOFTWARE UNDER A PAID LICENSE, THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE OR (2) IF CUSTOMER WAS USING THE SOFTWARE UNDER A BETA TESTING AGREEMENT FOR WHICH IT DID NOT PAY, \$100. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL VARMOUR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNTS PAID BY YOU HEREUNDER, EXCEPT IN THE CASE OF BETA TESTING AT NO CHARGE AS SET FORTH ABOVE.

16. Indemnification. Except for vArmour's indemnification obligations in this Section, you will defend, and pay any damages awarded against, vArmour or vArmour's successors, employees, officers or directors from any and all third party claims, suits, demands and causes of action, (including but not limited to reasonable attorney's or expert witness fees) arising out of your use of the Software under this Agreement. vArmour will defend, and pay any damages awarded against, you or your successors, employees, officers or directors from any and all third party claims, suits, demands and causes of action, (including but not limited to reasonable attorney's or expert witness fees) arising out of any direct or indirect infringement of any U.S. copyright or trade secret as a result of the use of the Software hereunder, provided that you: (1) promptly provide written notice to vArmour with regard to any such claim or action, (2) allow vArmour sole control of the defense and related settlement negotiations with regard to any such claim or action and (3) cooperate with vArmour in the defense thereof. In the event an injunction is obtained against your use of any products or services supplied hereunder, by reason of the allegations, or if vArmour believes the products are likely to become the subject of any claim of infringement or violation of copyright or trade secret of a third party, vArmour may, at its own expense: (x) procure for you the right to continue to use vArmour's products as contemplated, or (y) replace or modify the products so that they become non-infringing, provided that such modifications or replacements do not materially and adversely affect the functionality of the products, or (z) if vArmour determines that neither of the alternatives in (x) or (y) is reasonably feasible, terminate this Agreement upon notice to you and refund the amount paid by you for the Software. Notwithstanding the foregoing, vArmour will have no obligation under this Section or otherwise with respect to any infringement claim to the extent based upon (i) any unauthorized use, reproduction, or distribution of the Software; (ii) any use of the Software in combination with other products, equipment, software, or data not supplied by vArmour; or (iii) any modification of the Software by any person other than vArmour or its authorized agents or contractors. This Section 16 states vArmour's entire liability and Customer's sole and exclusive remedy for infringement claims and actions. If Customer is using the Software under a Beta Testing Agreement, the foregoing indemnity does not apply.

17. Termination. Any breach of this Agreement or failure by Customer to pay any applicable fees due shall result in automatic termination of the license granted herein. All subscriptions will automatically cease at the end of the subscription term and shall not automatically renew; however, vArmour shall use reasonable efforts to provide Customer with thirty (30) days' notice of any subscriptions due to end in order to afford Customer sufficient time to renew its subscription by issue of a relevant and corresponding purchase order if required. Upon expiration or termination of this Agreement for any reason, (i) Customer shall, at vArmour's election, destroy or return to vArmour, all vArmour Confidential Information and copies of the Software and related documentation in Customer's possession or control and (ii) immediately pay vArmour for any unpaid fees owed. Customer acknowledges and agrees that it is Customer's sole responsibility to back up its Customer Data. Unless otherwise agreed in writing by vArmour, vArmour shall not have any obligation to store Customer Data and may elect in its sole discretion to delete Customer Data at any time upon or after expiration or termination of this Agreement.

18. Export Control. You may not use or otherwise export or re-export the vArmour Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the vArmour Software may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the vArmour Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

19. Third Party Software. Third party software, whether proprietary or open source, may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). Any licensor of vArmour whose

software is embedded in the Software and any supplier of vArmour whose products or technology are embedded in (or services are accessed by) the Software shall be a third party beneficiary with respect to this Agreement, and such licensor or vendor shall have the right to enforce this Agreement in its own name as if it were vArmour. To the extent portions of the Software are distributed under and subject to open source licenses obligating vArmour to make the source code for such portions publicly available (such as the GNU General Public License (“GPL”) or the GNU Library General Public License (“LGPL”)), vArmour will make such source code portions (including vArmour modifications, as appropriate) available in accordance with the terms of such licenses. Such request can be made in writing to vArmour Networks, Inc., 270 Third Street, Los Altos, CA 94022, ATTN: Business Operations. You may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>.

20. Beta Testing (if applicable). If Customer and vArmour agree that Customer will test a vArmour’s beta or pre-release version of vArmour Software (“Beta Software”) to evaluate such Beta Software for the suitability and use in Customer’s business (“Beta Testing” or “Beta Testing Agreement”), the Beta Testing will run for the Term. As a condition of the license granted below, Customer will run Test Cases (as defined below) during the Term and report to vArmour on the functionality and usefulness of the Beta Software. Customer recognizes that Beta Software is a beta version of the Software that has not gone through a complete QA testing cycle. It may contain defects, so Customer should use it in a controlled environment. vArmour requires testing the Beta Software in non-production environment, but in one that mimics production as closely as possible (e.g., real applications, application traffic, and adequate traffic volumes to appropriately exercise the features/functionality of interest).

- a. **Beta Software License.** At no charge to Customer, vArmour grants Customer a limited right to install and use the Beta Software at the site approved in writing by vArmour, solely during the Term and solely for Customer’s internal evaluation of the Beta Software. This license is nonexclusive, non-sublicenseable, nontransferable, and royalty-free.
- b. **Performance Monitoring.** Customer will allow vArmour’s technical staff access to Customer’s facilities and systems solely to monitor the Beta Software’s performance during the Term. Such access may be supervised by Customer and will be subject to reasonable controls to ensure the protection of Customer’s facilities and systems.
- c. **Confidentiality.** Any non-public information shared by vArmour in connection with Beta Testing will be deemed Confidential Information of vArmour and may not be disclosed by Customer to any third party nor used for any purpose other than Beta Testing. vArmour Confidential Information includes (without limitation) the Beta Software, all accompanying documentation, performance data, testing results, feedback, bugs, and Beta Software features and roadmaps.
- d. **Feedback.** As a condition of the Beta Software license above, Customer will provide feedback to vArmour concerning the functionality and performance of the Beta Software such as identifying potential errors and usability improvements. Customer will perform test suites and other test programs as outlined in the test cases provided by vArmour on the vArmour Support Portal (<http://support.varmour.com>) (“Portal”) or via whatever other delivery means vArmour chooses (“Test Cases”) and use the Portal to provide details on any issues encountered during testing. Customer will complete additional forms and surveys about its experience as reasonably requested by vArmour. Feedback provided to vArmour in connection with the Beta Software may be used by vArmour to improve or enhance its products and, accordingly, vArmour is hereby granted a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such feedback without restriction.
- e. **Technical Assistance.** vArmour will provide Customer with technical assistance that vArmour deems necessary to properly install and operate the Beta Software at the Beta Testing site. Customer sites are expected to test the major functional areas required by their current or future production environments. vArmour will only provide technical support at its sole discretion and will have no liability for failure to provide support in connection with Beta Testing. For the avoidance of doubt, the Beta Software or any Beta Testing, if any, is provided “AS IS” and without warranty of any kind and support and maintenance is not included.

21. Government End Users. The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this Agreement.

22. General. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this Agreement shall be governed by the laws of the State of California and of the United States, without regard to any conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in California with sole venue in the courts located in Santa Clara County and each party hereby submits to the personal jurisdiction of such courts, except that either party may seek relief in any court of competent jurisdiction to protect or enforce its Confidential Information in accordance with Section 11 and its intellectual property and proprietary rights. The rights and obligations of the parties to this Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

23. Publicity. Customer authorizes vArmour to use Customer's name in any routine list of vArmour clients and as a reference. Each party, with prior written consent of the other party, may publicize the Software and services offered under this Agreement in its marketing and advertising material, and may reproduce the company name, logo, trademark, trade name, service mark, or other commercial or product designations of the other party in connection therewith; provided, however, that such prior written consent shall not be required for either party to give the other's name and disclose the existence of this Agreement in connection with any filings or press releases which it deems in its good faith discretion to be necessary under federal or state securities laws.

24. Complete Agreement. Except with respect to any separate Beta Testing Agreement which Customer has entered into with vArmour, this Agreement, including the incorporated vArmour website Privacy Policy, vArmour's Support Addendum and the Professional Services Addendum, constitutes the entire agreement between the parties with respect to the use of the Software and vArmour's professional services and supersedes all prior or contemporaneous understandings regarding such subject matter. To the extent Customer has entered into a separate Beta Testing Agreement with vArmour and such agreement contains provisions which conflict with this Agreement, the terms of such agreement shall control. Any pre-printed terms in any order form or other similar document provided by an individual or entity other than vArmour that add to, or conflict with or contradict, any provisions in the Agreement will have no legal effect unless signed by an authorized signatory of vArmour. The parties acknowledge and agree that, except as otherwise expressly provided for in this Agreement, they are not entering into this Agreement on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a party to this Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall exclude any party from liability for fraud or fraudulent misrepresentation.

1. Amendment. Customer acknowledges and agrees that vArmour has the right, in its sole discretion, to modify this Agreement from time to time. When changes are made to this Agreement, vArmour will make a new copy of this Agreement available at <http://support.varmour.com/> and we may also attempt to notify you by sending you an email to the last email address you provided to us (if any). Therefore, you agree to promptly notify us of any changes in your email address. vArmour will also update the "Last Updated" date at the top of the Agreement. Any changes to the Agreement will be effective immediately for new Customers and will be effective thirty (30) days after posting notice of such changes at <http://support.varmour.com/> for existing Customers. If you do not agree to any change(s), you shall stop using the Software. vArmour may require you to provide consent to the updated Agreement before further use of the Software is permitted. Otherwise, your continued use of the Software constitutes acceptance of such change(s). PLEASE REGULARLY CHECK [HTTP://SUPPORT.VARMOUR.COM/](http://support.varmour.com/) TO VIEW THE THEN-CURRENT TERMS OF THE AGREEMENT.

EXHIBIT A

VARMOUR NETWORKS™ SUPPORT AND MAINTENANCE ADDENDUM

1. **DEFINITIONS.** For purposes of this Addendum, the terms have the following meanings. Capitalized terms not defined in this Addendum have the meanings described in your End User License Agreement with vArmour.

1.1 **“Error”** means a reproducible failure of the Software to perform in substantial conformity with its documentation.

1.2 **“Response Time”** means the period of time between (a) Customer’s notification of an Error; and (b) the commencement of steps to address the Error in accordance with this Addendum by vArmour.

1.3 **“Support Services”** means the support and maintenance services described in Section 2 (Support Services) to be performed by vArmour pursuant to this Addendum.

2. SUPPORT SERVICES

2.1 **Form of Support.** Subject to the payment of applicable fees and for the term set forth in an Order Form, vArmour will provide Support Services to Customer by means set forth in the following table, subject to the conditions regarding availability or Response Times with respect to each such form of access as set forth in the table. Support Services will consist of answering questions regarding the proper use of, and providing troubleshooting assistance for, the Software.

FORM OF SUPPORT
Telephonic support (1-844-VARMOUR or such other phone number as vArmour may provide from time to time)
Email Support (support@varmour.com or such other email address as vArmour may provide from time to time)
Web-based Support (http://support.varmour.com/ or such other URL as vArmour may provide from time to time)

2.2 **Priority Levels.** vArmour shall respond to support requests from Customer in accordance with the following tables which describe the priority level classifications for problems and the expected Response Time for each priority level. The priority level will be determined in the sole reasonable discretion of vArmour. vArmour will use commercially reasonable efforts to respond to problems within the timeframes set forth below:

Priority Level	Support Hours	Response Time	Update Frequency	Targeted Resolution or Workaround
Priority 1 – Critical Software is unable to function properly in a production environment due to a total failure of the Software to perform mission-critical functionality	Standard: 9am-8pm EST Monday-Friday except public holidays observed in the United States	1 Business Hour	4 Business Hours	8 Business Hours
	Premium: 24/7x365			
Priority 2 – High A production environment Software problem exists which materially impacts mission-critical functionality.	Standard: 9am-8pm EST Monday-Friday except public holidays observed in the United States	2 Business Hours	8 Business Hours	2 Business Days
	Premium: includes after hours support from help desk			

Priority 3 – Medium A production environment Software problem exists that is not de minimis but is not materially impacting mission-critical functionality.	Standard: 9am-8pm EST Monday-Friday except public holidays observed in the United States	4 Business Hours	3 Business Days	30 Business Days
	Premium: includes after hours support from help desk			
Priority 4 – Low A production environment Software problem exists, but the impact on mission-critical functionality is de minimis.	Standard: 9am-8pm EST Monday-Friday except public holidays observed in the United States	5 Business Days	vArmour's Discretion	N/A
	Premium: includes after hours support from help desk			

3. **Customer Assistance.** If Customer reports a purported error in the Software, vArmour will request the following minimum information:

- A general description of the data center environment
- A list of all hardware components, operating systems and networks
- A reproducible test case
- Any log files, trace and systems files

Customer's failure to provide this information may prevent or significantly delay vArmour's ability to identify and fix the reported error. vArmour's time to respond to any error will begin when vArmour has received all requested information from the Customer and is able to reproduce the error.

4. **Exclusions.** Notwithstanding anything to the contrary in this Agreement, vArmour will have no obligation to provide any Support Services to Customer to the extent that such Support Services arise from or relate to any of the following: (a) any modifications or alterations of the Software by any party other than vArmour or vArmour's subcontractors; (b) any use of a version of the Software other than the current release or the immediately preceding release; (c) any use of the Software in a computing environment not meeting the system requirements set forth in the documentation, including hardware and operating system requirements; (d) any issues arising from the failure of the Software to interoperate with any other software or systems, except to the extent that such interoperability is expressly mandated in vArmour's documentation; (e) any breakdowns, fluctuations, or interruptions in electric power or the internet/telecommunications network; (f) any Error that is not reproducible by vArmour; or (g) any violation of the terms and conditions of this Agreement, including any breach of the scope of a license grant. Except for payment obligations, neither party hereto will be liable for defaults or delays due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault of negligence.

EXHIBIT B

VARMOUR NETWORKS™ PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM (“PS ADDENDUM”) IS INCORPORATED BY REFERENCE INTO THE APPLICABLE END USER LICENSE AGREEMENT (THE “AGREEMENT”) PURSUANT TO WHICH CUSTOMER (AS DEFINED IN SUCH AGREEMENT) IS GRANTED A RIGHT TO USE CERTAIN SOFTWARE (“SOFTWARE”) PROVIDED BY VARMOUR NETWORKS, INC., A DELAWARE CORPORATION (“VARMOUR”), AND THIS PS ADDENDUM GOVERNS THE PROVISION BY VARMOUR, AND THE RECEIPT BY CUSTOMER, OF THE PROFESSIONAL SERVICES THAT VARMOUR AGREES TO PROVIDE TO CUSTOMER.

1. SERVICES.

1.1 ORDERING DOCUMENTS; SERVICES. From time to time, Customer may order certain professional services (“Services”) pursuant to an Order Form. Each Order Form will form a part of this PS Addendum, and will be subject to the terms and conditions contained herein. Anything developed by vArmour or its delegates in the course of performance of the Services shall be deemed “Work Product.” vArmour will use commercially reasonable efforts to perform the Services specified in each Order Form in accordance with this PS Addendum and each Order Form. No change to any Order Form will be effective without the written agreement of vArmour. Capitalized terms used but not defined herein will have the meanings set forth in the Agreement. Any pre-printed terms in any quote, purchase order, written purchase authorization, or other similar document that add to, or conflict with or contradict, any provisions in this PS Addendum will have no legal effect unless signed by an authorized signatory of vArmour.

1.2 RESPONSIBILITIES. In connection with each Order Form, (A) vArmour will: (i) use commercially reasonable efforts to provide the Services to Customer and (ii) provide qualified personnel who are capable of performing vArmour’s duties and tasks under the Order Form and (B) Customer will: (i) provide qualified personnel who are capable of performing Customer’s duties and tasks under the Order Form (if applicable); (ii) provide vArmour with access to Customer’s sites and facilities during Customer’s normal business hours and as otherwise reasonably required by vArmour to perform the Services; (iii) provide vArmour with such working space and office support (including access to telephones, photocopying equipment, and the like) as vArmour may reasonably request; and (iv) perform Customer’s duties and tasks under the Order Form (if any), and cooperate with vArmour and provide assistance as may be reasonably requested by vArmour in order to permit vArmour to perform the Services. Customer will also make available to vArmour any data, information and any other materials required by vArmour to perform the Services, including any data, information or materials specifically identified in the Order Form (collectively, “Customer Materials”). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete. Customer acknowledges and agrees that vArmour’s performance of the Services is contingent upon Customer timely fulfilling Customer’s responsibilities set forth in this Section 1.2.

1.3 DESIGNATED CONTACTS. The parties will designate an individual who will be the primary point of contact (the “Primary Contact”) between the parties for all matters relating to the Services. A party may designate a new Primary Contact by written notice to the other party.

2. PAYMENT. All fees shall be paid in accordance with the Agreement. Unless otherwise set forth on an Order Form, Customer shall reimburse vArmour for all expenses incurred by vArmour in connection with the Services.

3. PROPRIETARY RIGHTS. vArmour retains all right, title, and interest to the Software. As between the parties, vArmour shall solely and exclusively own all right, title, interest in the Work Product, including all derivatives, enhancements and modifications of the Work Product. Customer hereby assigns to vArmour all right, title, and interest, including all intellectual property rights, Customer owns in the Work Product. vArmour grants Customer a worldwide, non-exclusive, non-sublicenseable, non-transferable license to use the Work Product solely for Customer’s internal business purposes and only in connection with use of the Software. All such other restrictions that govern Customer’s use of the Software shall also govern the use of the Work Product, which will be deemed the Confidential Information of vArmour and governed by the confidentiality provisions of the Agreement. Customer hereby grants vArmour a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit any feedback Customer may have regarding any Software or Work Product

without restriction.

4. WARRANTY.

4.1 SERVICES WARRANTY. vArmour warrants that the Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. As Customer's sole and exclusive remedy and vArmour's entire liability for any breach of the foregoing warranty, vArmour will either, at its sole option and expense, promptly (a) re-perform any Services that fail to meet this limited warranty or (b) refund to Customer the fees paid for the non-conforming Services.

4.2 WARRANTY DISCLAIMERS. THE EXPRESS WARRANTIES SET FORTH ABOVE IN SECTION 4.1 ARE IN LIEU OF, AND VARMOUR DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE SOFTWARE, SERVICES, OR WORK PRODUCT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

5. TERM AND TERMINATION OF SERVICES. vArmour will perform the Services during the period of time set forth in the Order Form. Each party will have the right to terminate any Order Form (and all Services thereunder) if the other party breaches any material term of such Order Form or this PS Addendum with respect to such Order Form and fails to cure such breach within thirty (30) days after receipt of written notice thereof. Upon the completion or termination of any Order Form: (i) vArmour will promptly return to Customer all Customer Materials provided under such Order Form; (ii) each party will promptly return to the other party all Confidential Information of the other party in its possession or control obtained under such Order Form (except that Customer may continue to use Work Product in accordance with the terms hereof so long as it has paid all fees in full and continues to have a valid license to the related Software); and (iii) Customer will pay all unpaid fees and expenses under such Order Form accrued up to the date of termination of such Order Form. All fees that have accrued as of such expiration or termination, and Sections 2, 3, 4.2, 5 and 6 of this PS Addendum will survive the completion or termination of any Order Form.

6. NON-SOLICITATION. During the term of this Agreement and for a period of twelve (12) months thereafter, Customer will not solicit for employment any vArmour employees or subcontractors who participated in the performance of Services without vArmour's express prior written approval.