

Master SaaS Agreement

Version 1.0

Last Updated: March 21, 2022

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This Master SAAS Agreement (the "**Agreement**") is by and between ArmorBlox, Inc., a Delaware corporation with its principal place of business at 100 S. Murphy Ave STE 200 Sunnyvale, CA 94086 ("**Armorblox**"), and the company subscribing to the Services (as defined below) through an Order Form, and incorporates all Order Forms (submitted in written or electronic form) ("**Customer**") (each, a "**Party**," and together, the "**Parties**").

This Agreement consists of this Master SaaS Agreement, all exhibits attached hereto, if any, and all Order Forms signed by the Parties hereunder, which are incorporated by reference. BY USING THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. CUSTOMER IS ADVISED THAT NO ARMORBLOX REPRESENTATIVE OR RESELLER HAS AUTHORITY TO BIND ARMORBLOX TO REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS THAT ARE NOT EXPRESSLY STATED IN THIS AGREEMENT.

1. Definitions.

Capitalized terms used in this Agreement shall be defined as set forth below or otherwise in the context in which they are used.

1.1 "Applicable Laws" means all applicable laws, statutes, ordinances, regulations and government directives.

1.2 "Armorblox Platform" means Armorblox's proprietary software and technology provided or made available by Armorblox to Customer under this Agreement as identified in the applicable Order Form, including any updates, patches, bug fixes, or improvements made generally available by Armorblox from time to time.

1.3 "Customer Data" means all electronic information provided or made available by or on behalf of Customer to Armorblox for use in connection with Armorblox's provision of the Services to Customer. Customer Data does not include Analytics.

1.4 "Documentation" means Armorblox's release notes or other similar instructions supplied or made available online by Armorblox and as revised from time to time.

1.5 "Installed Software" means software provided by Armorblox to be installed by Customer solely for use with other Armorblox Services.

1.6 "Order Form" shall mean an ordering document, specifying price, term length, and other business terms and limitations, submitted in writing or online and agreed to by the Parties, or if Customer is purchasing through a marketplace, such marketplace's applicable ordering document, but excluding any marketplace terms not expressly approved in advance by Armorblox.

1.7 "Services" means the services made available by Armorblox to Customer under this Agreement including the Armorblox Platform, Installed Software, and the Support.

1.8 "Users" includes both the "Users" as defined on an applicable Order Form and those individual natural persons who are Customer employees, agents, or contractors and who Customer authorizes to use the Services as administrators of Customer's implementation of the Services.

2. Use of the Services; Restrictions.

2.1 Authorized Use. Subject to the terms and conditions of this Agreement, Armorblox grants Customer and its Users a limited, nonexclusive, nontransferable, worldwide (i) right during the Term to access and use the Services, and (ii) if applicable, license to install and use the Installed Software, in each case, as set forth in the applicable Order Form and solely for Customer's internal business purposes. Customer is responsible for all use of the Services by its Users and agrees that it will not provide or permit access to the Armorblox Platform to anyone other than Users who require such access for the purpose of performing their assigned work for Customer. Customer agrees and acknowledges that its use of the Services may be subject to certain volume and other limits and restrictions as specified herein and on an Order Form and that exceeding such usage limits shall subject Customer to additional charges and fees. Customer represents and warrants that Customer has the right, including all consents required by Applicable Laws, to provide or make available to Armorblox the Customer Data, in connection with the use of the Services.

2.2 Beta and Evaluation Services. Services provided by Armorblox to Customer as part of a trial or evaluation and beta functionality, shall not be subject to any representations, warranties, or indemnification obligations, shall not include Support or be subject to any service level agreements or obligations, and shall be terminable by either Party at any time for any or no reason upon notice to the other Party. Notwithstanding anything to the contrary herein, Armorblox's entire liability with respect to trial, evaluation, and beta Services, whether based upon contract, warranty, tort (including negligence), product liability or otherwise, even if advised in advance or aware of the possibility of any such loss or damage, shall be limited to \$500.

2.3 Restrictions. Customer shall not, and shall not allow its Users or others to: (i) copy, reverse engineer, modify, decompile or attempt to derive the source code for any aspect of the Services or any data related thereto or attempt to or do anything that could interfere with their functionality; (ii) resell, rent, distribute, sublicense or share the Services with or for the benefit of any third party or for any purpose other than its own use as expressly permitted in this Agreement; (iii) attempt to probe, scan, penetrate, breach or test the vulnerability of the Services or disable or circumvent any security or authentication measures; (iv) access the Services for the purpose of building a competitive product or service; or (v) use the Services in violation of this Agreement, any Applicable Laws, or the rights of any third parties.

2.4 Proprietary Rights. Armorblox may use Customer Data in order to provide and improve the Services. This includes the right for Armorblox to retain anonymous, aggregated data and information related to and derived as a result of Customer's use of the Services ("Analytics") that it may use for its business purposes; provided that such Analytics do not identify Customer, any of its Users or any third party entities or individuals. Analytics are not Customer Confidential Information. As between the parties, Customer owns all right, title and interest (including all intellectual property rights) in and to Customer Data. As between the parties, Armorblox owns all right, title and interest (including all intellectual property rights) in and to the Services, including the Armorblox Platform, the Analytics, and improvements, modifications, enhancements and all derivative works of or included with the Services, including the general know-how and machine learning developed over time. Further, Armorblox owns all suggestions, requests, edits, corrections or other feedback relating to the Services or other Armorblox materials ("Feedback") and may use all Feedback for any purpose, perpetually, without any obligations, monetary or other compensation owed, or restrictions. For clarity, Feedback does not include Customer Confidential Information.

3. Service Level Agreement and Support.

Support information is available at <https://www.armorblox.com/support/> (the "Support"). Armorblox's service level agreement is set forth at <https://www.armorblox.com/SLA>.

4. Payments.

Customer agrees to pay amounts invoiced by Armorblox under this Agreement as specified in the applicable Order Form(s) in U.S. dollars ("Fees"). Order Forms are non-cancellable and Fees are nonrefundable. If any authority imposes a sales tax, VAT, or similar levy (other than taxes based on Armorblox's income) on the provision of products or services under this Agreement as ordered by Customer, Customer agrees to pay and shall indemnify and hold harmless Armorblox for all such amounts that Armorblox is required to pay or collect, including all associated fees and penalties. Payment from Customer is due thirty (30) days after Customer's receipt of each invoice. Customer may choose to subscribe to the Services through an authorized reseller of Armorblox's Services, in which event, all Fees shall be paid to the applicable reseller by Customer subject to payment terms agreed to by such reseller and Customer, and all refunds, service credits and similar amounts that may be payable to Customer shall be paid by the applicable reseller to Customer directly and not by Armorblox.

5. Confidentiality.

5.1 Confidential Information. A party ("**Receiving Party**") may, during the course of this Agreement, acquire information or knowledge of the other party ("**Disclosing Party**") that such Disclosing Party designates in writing is confidential or that a reasonable person would understand to be confidential, including, without limitation, business, financial, and product information, the Services, and the terms of this Agreement ("**Confidential Information**"). The Receiving Party will treat the Disclosing Party's Confidential Information as confidential and will not disclose any such Confidential Information to any third party nor use such Confidential Information other than in connection with this Agreement. "Confidential Information" shall not include information that the Receiving Party can document was independently developed by the Receiving Party, is or becomes publicly available without breach of this Agreement, is known prior to disclosure by the Receiving Party, or is acquired by the Receiving Party from a third party free of disclosure obligations. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information if required by applicable law, rule or court order, provided that the Receiving Party gives the Disclosing Party prompt notice thereof and cooperates, at the Disclosing Party's expense, in any attempt to obtain a protective order or other confidential treatment of such disclosure. A violation or breach of this Section may cause severe and irreparable injury to the non-breaching party with no adequate remedy at law. Accordingly, in the event of any actual or threatened violation or breach, the breaching party agrees that the non-breaching party shall be entitled to seek immediate injunctive relief to prevent or stop such violation or breach, as well as other equitable and legal remedies against the breaching party. The obligations set forth in this Section will survive the termination of this Agreement. For the avoidance of doubt, Customer acknowledges that Armorblox utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting providers) and such third parties, along with any other third party service providers that Customer may choose to integrate with the Services, may have access to Customers' Confidential Information, in accordance with this Agreement.

5.2 Data Protection. Armorblox will use commercially reasonable efforts to maintain administrative, physical and technical safeguards consistent with applicable industry standards designed to protect the security, confidentiality and integrity of Customer Data. Customer shall not knowingly utilize the Services in a way that is intended to distribute PHI as it is defined in the Health Insurance Portability and Accountability Act to Armorblox without entering into a Business Associate Agreement with Armorblox. Any data processing and protection agreement ("**Data Protection Agreement**") entered into by the parties in connection with the Services and this Agreement is hereby incorporated into this Agreement and all terms of this Agreement, including any limitations of liability herein, shall fully apply to such Data Protection Agreement.

6. Limited Warranty and Disclaimer.

6.1 Warranty. Armorblox warrants that the Armorblox Platform will, under normal and authorized use in full compliance with this Agreement, conform in all material respects to the technical specifications described in its Documentation.

6.2 Disclaimer. EXCEPT FOR THE FOREGOING WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ARMORBLOX MAKES NO WARRANTY THAT THE ARMORBLOX PLATFORM OR SERVICES WILL OPERATE ERROR-FREE, BE FREE OF SECURITY DEFECTS OR OMISSIONS, OR OPERATE IN AN UNINTERRUPTED MANNER.

6.3 Exclusive Remedy. Armorblox's sole obligation and liability, and Customer's sole and exclusive remedy, under the warranty set forth in this Section 6 ("**Limited Warranty and Disclaimer**") shall be for Armorblox to, at its sole option, either (i) use commercially reasonable efforts to remedy the problem or correct any errors in the Armorblox Platform or Services, or (ii) refund the applicable Fees paid for the period the Services did not comply; provided that in each case Armorblox is notified in writing of all warranty claims during Term.

7. Indemnification.

7.1 Indemnification. Armorblox will defend Customer from any unaffiliated third party claim to the extent the claim alleges that Customer's use of the Armorblox Platform as provided by Armorblox to Customer under this Agreement, when used as permitted by this Agreement, infringes or misappropriates such third party's U.S. patent or copyright. Armorblox shall have no obligation or liability for any claim of infringement or misappropriation that arises out of or relates to: (i) a combination of the Armorblox Platform with a non-Armorblox application, product, data or business process; (ii) damages attributable to a non-Armorblox application, product, data or business process; (iii) modifications made other than expressly permitted by Armorblox; or (iv) continued use of any product or service for which Armorblox has provided Customer notice to discontinue use due to such a claim and / or modifications or substitutes if use of such modifications or substitutes would have prevented the claim. This Section states Customer's sole and exclusive remedy and the entire liability of Armorblox for infringement claims and actions. Customer will defend Armorblox from any unaffiliated third party claim to the extent such claim alleges a violation by Customer of the third party's rights.

7.2 Procedure. The indemnified party shall give prompt written notice to the indemnifying party of any such claim, allow the indemnifying party's exclusive control of the defense and any related settlement of any such claim; and furnish the indemnifying party with reasonable assistance in connection with the claim.

7.3 Assurance of Use. If Customer's use of the Armorblox Platform is, or in Armorblox's opinion is likely to be, enjoined due to the type of claim specified in Section 7.1, then Armorblox may, at its sole option and expense choose to procure for Customer the right to continue to use the Armorblox Platform under the terms of this Agreement or replace or modify the Armorblox Platform so that it becomes non-infringing and substantially equivalent in function to the enjoined Armorblox Platform. If none of the foregoing are commercially reasonable in Armorblox's sole discretion, Armorblox may terminate this Agreement and provide a refund to Customer of prepaid unused Fees with respect to the remainder of the Term.

8. Limitations and Exclusions.

8.1 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) GROSS NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR WILLFUL MISCONDUCT; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW. NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY ARISING FROM CUSTOMER'S BREACH OF SECTION 2 ("USE OF THE SERVICES; RESTRICTIONS") AND CUSTOMER'S FAILURE TO PAY ANY FEES.

8.2 SUBJECT TO SECTION 8.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS) OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

8.3 SUBJECT TO SECTION 8.1, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID AND PAYABLE TO ARMORBLOX UNDER THE ORDER FORM UNDER WHICH LIABILITY ARISES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY HEREIN, LIABILITIES ARISING UNDER AND RELATED TO A PARTY'S BREACH OF SECTION 7 ("INDEMNIFICATION") SHALL BE LIMITED, IN THE AGGREGATE, TO THE GREATER OF (A) \$500,000 OR (B) TWO TIMES THE FEES PAID AND PAYABLE TO ARMORBLOX UNDER THE ORDER FORM UNDER WHICH LIABILITY ARISES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

9. Term and Termination.

9.1 Term. The term of this Agreement shall commence on the earlier of the Effective Date of an applicable Order Form, or the Effective Date set forth herein, and shall expire on the termination date set forth in such Order Form (the "Initial Term"). This Agreement and each Order Form executed under this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides the other Party with notice of non-renewal at least thirty (30) calendar days prior to the expiration of the then-current term.

9.2 Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days following receipt of notice specifying the breach. Either Party shall also have the right to terminate this Agreement immediately upon written notice in the event the other Party: (i) becomes insolvent; (ii) becomes subject to a petition in bankruptcy filed by or against it that is not dismissed within thirty days of the filing of such petition; (iii) is placed under the control of a receiver, liquidator or committee of creditors; or (iv) dissolves, ceases to function as a going concern or to conduct its business in the normal course.

9.3 Suspension of Services. Notwithstanding anything to the contrary herein, Armorblox may suspend the Services at any time if necessary to protect itself, the Services and / or other customers and users in connection with a reasonable security concern and also upon reasonable belief that there has been a breach of Section 2.3 of this Agreement ("Restrictions").

9.4 Material Diminishment. The Services including all service level agreements and the Support are subject to modification from time to time in Armorblox's sole discretion. Notwithstanding the foregoing, Customer shall have the right to terminate the Agreement pursuant to Section 9.2 without any penalty if (i) a material modification to the Services or an applicable service level agreement is made which materially diminishes the functionality of the Services or materially diminishes such service level agreement, (ii) Armorblox has not obtained Customer's written consent for such modifications, and (iii) Armorblox does not provide a remedy in the cure period stated in Section 9.2.

9.5 Effect of Termination. Upon the termination of this Agreement for any reason, Customer will pay all amounts accrued or otherwise owing to Armorblox on the date of termination and all Order Forms under this Agreement shall also terminate. Termination in accordance with this section shall be without prejudice to any other rights or remedies of the Parties. Those provisions of this Agreement that expressly or by their nature survive termination shall survive any expiration or termination of this Agreement.

10. Miscellaneous.

10.1 Legal Compliance; Restricted Rights. Each Party agrees to comply with all Applicable Laws. Without limiting the foregoing, Customer acknowledges and agrees that the Armorblox Platform and Services are of U.S. origin for U.S. export control purposes and subject to the U.S. Export Administration Regulation. Diversion of the Services contrary to U.S. Law and regulation is prohibited; for additional information on U.S. export controls see www.bis.doc.gov. Customer represents that neither the U.S. Bureau of Industry and Security nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's status under applicable export control regulations. The Services and Documentation are deemed "commercial computer software" and "commercial computer software documentation", respectively pursuant to DFARS 227.7202 and FAR 12.212, and their successors, as applicable, and are provided with RESTRICTED RIGHTS. Any use, modification, reproduction, release, performance, display or disclosure of the Services or Documentation by the U.S. Government shall be governed by the terms of this Agreement and shall otherwise be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any party in connection with this Agreement. If Customer learns of any actual or suspected violation of the above restriction, Customer will promptly notify Armorblox.

10.2 Notices. Any notices required or permitted to be given under this Agreement will be sent to Armorblox at orders@armorblox.com and to Customer at the email address provided on an Order Form or otherwise. Notwithstanding the foregoing, legal notices required under this Agreement will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as a Party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. Notices to Armorblox shall be sent Attn: Legal (unless otherwise specified by Armorblox).

10.3 Assignment. Customer may not assign or transfer this Agreement without Armorblox's prior written consent.

10.4 Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

10.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.6 Governing Law and Venue. This Agreement is governed by the laws of the State of California, without regard to conflicts of laws principles. Any litigation arising out of or related to this Agreement shall be submitted to and resolved by a court of competent jurisdiction in San Francisco, California. In any action brought to enforce this Agreement, the prevailing party shall be entitled to receive its costs, attorneys' fees, and other expenses of collection in addition to any other relief it may receive.

10.7 General. This Agreement, including its exhibits (all of which are incorporated herein), represents the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications, including any customer documents, terms, vendor forms, reseller or marketplace terms, and purchase orders, including all terms therein, all which are rejected and of no force or effect. Amendments or changes to this Agreement must be in mutually executed writings to be effective. The parties each acknowledge and agree that the individual executing this Agreement on behalf of each such Party has the requisite power and authority to sign this Agreement on behalf of such Party. Unless otherwise expressly set forth in an exhibit that is executed by the Parties, this Agreement shall control in the event of any conflict with an exhibit. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain enforceable and in full force and effect. The Parties are independent contractors for all purposes under this Agreement; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. This Agreement does not grant any rights or remedies to any third parties.

Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

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