

MASTER SUBSCRIPTION AGREEMENT PUBLIC SECTOR

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR USING ANY PRODUCTS, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PRODUCTS.

This Master Subscription Agreement (together with all exhibits, schedules, statements of work and Order Forms incorporated herein, the “**Agreement**”) by and between Illumio, Inc., a Delaware corporation (“**Illumio**”) and you or the entity you represent referenced in the Order Form or otherwise accessing the Products (“**Customer**”), is effective as of Customer’s accepting this Agreement (the “**Effective Date**”). This Agreement governs Customer’s access to and use of any Products of Illumio. If Customer registers for a free trial, private preview, proof of concept, evaluation, or other similar purpose (“**Free Trial**”) for any Product, this Agreement will also govern that Free Trial in accordance with the terms of Section 4 (Free Trials) below. By executing this Agreement, you represent that you have the authority to bind the Customer entity and its Affiliates hereto. Certain capitalized terms are defined in Section 18 (**Definitions**). If Customer has purchased the subscription granted hereunder from a partner, reseller or distributor authorized by Illumio (“**Partner**”), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order (such agreement, the “**Partner Agreement**”) then, as between Customer and Illumio, this Agreement shall prevail. Any rights granted to Customer under a Partner Agreement that are not expressly set forth in this Agreement apply solely with respect to the applicable Partner, and any remedy in respect of such rights must be sought exclusively from that Partner and not from Illumio.

1. Products License and Use Rights. Licenses or rights to use Illumio Products are granted only through a valid Order Form executed between the Customer and Illumio, or between an Illumio-authorized channel partner and Illumio. Under the applicable Order Form and during the Subscription Term, Illumio will (a) provide the Customer with access to the SaaS on Illumio’s servers or via a third-party hosting provider, and (b) grant the Customer a nonexclusive, revocable, limited, non-transferable, non-assignable, and non-sublicensable license to install and use the On-Premises Software solely on servers, hardware, and software owned or controlled by the Customer. Additional terms governing Illumio’s provision of the Products are set forth in Exhibit A (Supplemental Terms) to this Agreement.

2. Fees.

If Customer has purchased the Product(s) directly from Illumio this Section 2 shall apply.

Unless otherwise stated in an Order Form, (a) Fees are invoiced in full upon execution of the Order Form or, for renewals, on the annual anniversary of the initial Order Form, and (b) Fees are based on Products purchased, not on actual usage, and (c) the provision of Products are conditioned upon Customer’s payment in full of the Fees specified in each Order Form and Illumio reserves the right to suspend Customer’s access to the Products for non or late payment. Except as otherwise provided in this Agreement, all Fees and payment obligations are non-cancellable and non-refundable. For the avoidance of doubt, an Order Form with a multi-year commitment creates a binding obligation for each year (i.e., the full duration) of the applicable Subscription Term. The Customer is responsible for all taxes and duties related to the Agreement, except for taxes on Illumio’s net income. Illumio will invoice the Customer for such taxes and duties unless the Customer provides a valid tax exemption certificate in accordance with FAR 52.229-1 and FAR 52.229-3. Any overdue amounts will accrue interest and be paid in accordance with the Prompt Payment Act until paid in full. The Customer must cure any payment delinquency within thirty (30) days of receiving notice from Illumio; otherwise, Illumio may submit a written claim in accordance with FAR 52.233-1, in addition to any other available rights and remedies. This Section does not limit any other rights or remedies available to Illumio.

If Customer purchased the subscription via a Partner, the provision of Products is subject to the full payment of the applicable fees as set forth in the applicable Partner Agreement.

3. Customer Success and Compliance. To support continuous improvement of the Products and enhance their value for Customer, Illumio may collect and process technical and related information about Customer’s use of the Products in an anonymous and aggregated form. This information may be used to troubleshoot issues, provide Updates and Upgrades, analyze usage trends, and inform Illumio’s professional services and customer success teams in supporting Customer’s implementation. Illumio encourages Customer to provide feedback regarding improvements to the Products (“**Feedback**”). Customer grants Illumio a non-exclusive, worldwide, royalty-free, sublicensable, transferable, and perpetual license to use, commercialize, and distribute such Feedback without restriction. Customer acknowledges that its subscription to the Products and any associated Fees are not contingent on the delivery of any future functionality or features. Illumio may, no more than once every three (3) months, remotely review Customer’s use of the Products to support professional services, customer success efforts, and to verify Customer’s compliance with this Agreement and the applicable Order Form. Upon Illumio’s written request, Customer will provide reasonable assistance to verify compliance. If a review reveals that Customer has underpaid Illumio, Illumio may invoice Customer for the underpaid amount, and will work in good faith with the Customer to allow payment to Illumio for such amount in accordance with Section 2 (Fees).
4. Free Trials. Notwithstanding anything to the contrary in this Agreement: If Customer is using the Products for a Free Trial, such Free Trial is granted for a limited period of thirty (30) days unless Illumio provides otherwise in writing and in each case solely for the purpose of evaluating and testing the Products to determine whether to purchase a subscription for Customer’s internal use. Illumio may terminate Customer’s access to and use of any Free Trial at any time. Notwithstanding anything to the contrary in this Agreement, except as provided otherwise in an Order Form governing Free Trials, Free Trials are provided “as is” without guaranteed maintenance and support services, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise. Notwithstanding Section 12

(Exclusion of Damages; Limitation of Liability) or any other provision of this Agreement, Illumio's maximum aggregate liability under any Free Trial shall not exceed one thousand US dollars (\$1,000 USD).

5. Ownership of Illumio Intellectual Property. As between Illumio and Customer, Illumio owns all worldwide right, title and interest in and to the Products, including all Intellectual Property Rights therein, and Customer will not obtain any ownership right, title or interest therein. No license is granted in the source code of any Products. Customer: (a) will not delete or in any manner alter the copyright, trademark and other proprietary rights notices appearing on the Products as provided to Customer by Illumio; and (b) will reproduce such notices on all authorized copies it makes of the Products. At Illumio's request and expense, Customer shall assist and cooperate with Illumio in all reasonable respects and shall execute documents and take such further action requested by Illumio to acquire, transfer, maintain, perfect and enforce Intellectual Property Rights and other legal protection for Illumio Materials arising from Professional Services.
6. Ownership of Customer Data. As between Customer and Illumio, Customer owns all worldwide right, title and interest in and to all Customer Data, and Illumio will not obtain any ownership right, title or interest therein. Customer hereby grants to Illumio a non-exclusive, worldwide, royalty-free, non-transferable (except as otherwise provided herein) right to access and use Customer Data as is necessary to provide the Products hereunder during the Subscription Term.
7. Restrictions. Customer will provide Illumio with good faith cooperation and assistance and make available such information and personnel as may be reasonably required by Illumio in order to provide Customer with the Products. Customer: (a) will ensure that its Authorized Users comply with the terms and conditions of the Agreement, including the applicable Order Form; (b) will promptly notify Illumio of any suspected or alleged breach of the Agreement; and (c) will cooperate in good faith with Illumio with respect to: (i) any investigation by Illumio of any suspected or alleged breach of the Agreement; or (ii) any action by Illumio to enforce the terms and conditions of the Agreement. Illumio may suspend or terminate any Authorized User's access to Products without prior notice to Customer if Illumio reasonably determines that such Authorized User has breached the Agreement. Customer will be responsible for all actions taken under an account of any Authorized User. Customer is responsible for the security of each Authorized User's credentials and will not share (and will instruct each Authorized User not to share) such credentials with any other person or entity or otherwise permit any other person or entity access to or use of the Products. Customer has no right to and will not transfer, sublicense or otherwise distribute the Products to any third-party. Except as necessary to maintain standard backups or archival systems as part of Customer's ordinary IT practices specified in corporate policies, Customer will not copy the Products in whole or in part. Customer will not: (1) modify or lease, lend or rent the Products; (2) make the Products available on a service bureau, time sharing, rental, application services provider, hosting or other computer services basis to third parties; or (3) otherwise make the functionality of the Products available to third parties. Customer acknowledges that the Products constitute and contain trade secrets of Illumio and its licensors, and agrees that in order to protect such trade secrets and other interests neither Customer nor its Representatives will disassemble, decompile or reverse engineer the Products. Customer will not publish or use for any external purposes any reports or copies of the Product user interface that are generated either by, or for, Customer through use of the Products, without the express written permission of Illumio. Customer's rights in the Products are limited to those expressly granted to Customer, and Illumio reserves all rights and licenses in and to the Products not expressly granted herein. Any conclusions, decisions, or actions taken by Customer based on use of the Products are solely the responsibility of Customer.
8. Confidentiality.
 - (a) The party receiving Confidential Information ("**Recipient**") agrees: (i) to maintain the Confidential Information of the party disclosing such information ("**Discloser**") in strict confidence; (ii) not to disclose such Confidential Information to any third parties; and (iii) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement. Recipient will treat Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, employees, Authorized Users and subcontractors (collectively, "**Representatives**"), who have a bona fide need to know such Confidential Information; provided that each such Representative is bound by a legal obligation as protective of the other party's Confidential Information as those set forth herein; and provided further, that Recipient is responsible for any breach of their Representatives' confidentiality obligations under this Agreement.
 - (b) The obligations of Recipient under Section 8(a) will not apply to any Confidential Information that: (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, Affiliates, or agents) or any third-party subject to any use or disclosure restrictions with respect to such Confidential Information; (ii) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser without restriction as to use or disclosure; (iii) is rightfully acquired by Recipient from a third-party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by Recipient without access, use or reference to any Confidential Information of Discloser.
 - (c) The provisions of Section 8(a) will not restrict Recipient from disclosing Discloser's Confidential Information to the extent required by any law enforcement agencies or regulators or compelled by a court or administrative agency of competent jurisdiction; provided that, to the extent permissible under law, Recipient uses reasonable efforts to give Discloser advance notice of such required disclosure as appropriate in order to enable Discloser to prevent or limit disclosure. Illumio recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
 - (d) Upon termination or expiration of the Agreement or Maintenance and Support Services, Recipient will promptly return to Discloser or, at Discloser's option, destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof and provide written certification of such return or destruction by an authorized person.
 - (e) Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach

of this Section 8, without the necessity of posting any bond or other security. For the avoidance of doubt, a Security Incident is governed by Section 6 of Exhibit A.

9. Third Party Components and Applications.

- (a) The Products include third-party software components, including open-source software components under license from third parties (the “**Third-Party Components**”). Subject to Customer's use of the Products in compliance with this Agreement, Customer's use and operation of the Third-Party Components as part of the Products where the Third-Party Components and the Illumio Product are unmodified, will not require the disclosure, licensing or assignment of Customer's proprietary or third-party licensed software under any open-source license(s). Additional information regarding the Third-Party Components is available online at <https://product-docs-repo.illumio.com/Tech-Docs/Core/24.2/Getting+Started/out/en/illumio-core-open-source-licensing-disclosures.html>.
- (b) The Products may also integrate, interoperate with, or otherwise link to third party products and services not made available by Illumio (“**Third-Party Applications**”). If Customer enables the Products for use with any Third-Party Applications, Customer agrees that Illumio may access, use, and transfer Customer Data stored by Third-Party Applications for purposes of providing the Products to Customer and for supporting any interoperation or integration. Customer's use of any Third-Party Application is at Customer's own risk, is solely determined by the relevant third-party provider, and is subject to and governed by the terms and conditions between Customer and the applicable third party. Illumio is not responsible or liable for Third-Party Applications, or any Customer Data provided to a third party via a Third-Party Application. Since Illumio does not provide Third Party Applications, Illumio cannot guarantee the continued availability of a Third-Party Application and may cease supporting it at any time without entitling Customer to any refund, credit, or other compensation, including if the provider of a Third-Party Application ceases to make the Third-Party Application available for integration with the Products or changes it in a way that is not reasonably acceptable to Illumio.

10. Indemnification.

- (a) Subject to Section 10(c), Illumio will defend, indemnify and hold Customer harmless from and against any damages, costs and expenses (including reasonable attorneys' fees and other professional fees) that are awarded against Customer in a final non-appealable judgment or that are agreed to in settlement of a third-party claim that Customer's use of the Products infringe or misappropriate any U.S. patent, copyright or trade secret of such third-party. Illumio's obligations under this Section will not apply to the extent any claim results from, or is based upon, (i) any combination, operation or use of the Products with any product, system, device, method or data not provided by Illumio, if such claim would have been avoided but for such combination, operation or use; or (ii) Customer's or an Authorized User's use of the Products other than in accordance with the Agreement and the Documentation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516. THE FOREGOING PROVISIONS OF THIS SECTION SET FORTH ILLUMIO'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND BY THE PRODUCTS OR ANY USE THEREOF.
- (b) Customer will defend, indemnify and hold Illumio harmless from and against any damages, costs and expenses (including reasonable attorneys' fees and other professional fees) that are awarded against Illumio or that are agreed to in settlement of a third-party claim that Customer Data infringes or misappropriates any U.S. patent, copyright, or trade secret or privacy right of any third-party.
- (c) As a condition to the parties' respective obligations under this Section, the party seeking indemnification (the “**Indemnitee**”) will: (i) promptly notify the other party (the “**Indemnitor**”) of the claim for which it is seeking indemnification; (ii) grant the Indemnitor sole control of the defense and settlement of the claim; and (iii) provide the Indemnitor, at the Indemnitor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The Indemnitee has the right to retain counsel, at its expense, to participate in the defense or settlement of any claim. The Indemnitor will not be liable for any settlement or compromise that the Indemnitee enters into without the Indemnitor's prior written consent.
- (d) In the event the Indemnitee invokes the Indemnitor's obligations under this Section 10, the Indemnitor may (i) contest the claim; (ii) obtain the applicable claimant's permission for the Indemnitee's continued access and use of the Products or data in question; (iii) avoid the claim by replacing or modifying the Products or data in question with a substantially similar equivalent; (iv) or if in the Indemnitor's commercially reasonable judgement the foregoing are infeasible, then the Indemnitor may with ninety (90) days' prior notice terminate the Products in question and provide Customer a pro-rata refund of prepaid subscription Fees for the remainder of the Subscription Term after the effective date of termination.

11. Warranty; Disclaimers. Illumio warrants (the “**Warranty**”) that, for the Subscription Term, the Products purchased by Customer in such Order Form and deployed by Customer in its production environment according to the Licensed Configuration will materially conform to the Documentation. In the event Customer experiences a non-conformity, Customer will submit a support request referencing this Warranty (a “**Warranty Claim**”) to which Illumio will respond pursuant to the Maintenance and Support Services Supplemental Terms. In the event such non-conformity persists without relief for more than sixty (60) days after Illumio's receipt of a Warranty Claim, then Customer may terminate the affected Products and Illumio will provide Customer a pro-rata refund of any prepaid subscription Fees for the remainder of the Subscription Term after the effective date of termination. This warranty will not apply to any non-conformity due to a modification or defect in a Product that is caused by any person other than Illumio or under Illumio's direction. This Section 11 provides Customer's sole and exclusive rights and remedies, and Illumio's sole and exclusive liability, in connection with the Warranty. Other than as explicitly stated in this Agreement, to the extent permitted by applicable law, Illumio and its licensors make no representations or warranties of any kind, whether express, statutory or implied, regarding the Products or any output of the Products. Illumio is not responsible for any warranties or representations made by any third-party, including any channel partner.

12. **Exclusion of Damages; Limitation of Liability.** In no event will either party be liable to the other party for any indirect, incidental, exemplary, punitive or consequential damages (including without limitation loss of use, data, business or profits) or for the cost of procuring substitute products arising out of or in connection with the Agreement or the use, operation or performance of the Products, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not a party has been advised of the possibility of such loss or damages (the “**Exclusion of Damages**”). The total aggregate liability of either party arising under the Agreement, from all causes of action and all theories of liability, will not exceed the amounts paid to Illumio by Customer in the twelve (12) month period preceding the claim or action giving rise to any liability (the “**Limitation of Liability**”). The Limitation of Liability shall not apply to: (a) a party’s indemnification obligations under Section 10 (Indemnification) or (b) infringement by a party of the other party’s Intellectual Property Rights. The parties expressly acknowledge and agree that Illumio has set its Fees and entered into this Agreement in part in reliance upon the Exclusion of Damages and Limitations of Liability specified herein, which allocate the risk between Illumio and Customer and form a basis of the bargain.
13. **Data Processing.** Illumio does not process personal data on behalf of Customer within the meaning of applicable Data Protection Law. Data exchanged between Illumio’s SaaS platform and Customer’s environment is limited to business device and network metadata (e.g., company IP addresses) that does not include content or end user identity information enabling identification of natural persons by Illumio. Any personal data processed by Illumio in connection with account administration or support (such as email addresses of Illumio admin users) is processed by Illumio as an independent controller for its own legitimate business purposes in accordance with its then current privacy policy available at <https://www.illumio.com/legal/privacy-policy>. Where Customer shares personal data with Illumio contrary to the above for service provision under this Agreement (e.g., IP addresses relating to identifiable natural persons), the Data Processing Addendum (the “**DPA**”) set forth at <https://www.illumio.com/legal/dpa> shall apply to Illumio’s processing of such Customer Personal Data.
14. **Subscription Term and Termination.** This Agreement remains in effect as long as Customer is licensed to use any Product under an active Order Form (the “**Subscription Term**”), subject to Customer’s compliance with the Agreement. In addition to any other termination rights in this Agreement, either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receiving written notice. Either party may also terminate the Agreement immediately upon notice if the other party becomes subject to bankruptcy, insolvency, receivership, or assignment for the benefit of creditors, provided the proceeding is not dismissed within sixty (60) days. Each party may terminate an individual Order Form if the other party materially breaches that Order Form and fails to cure the breach within thirty (30) days after written notice. Termination of an Order Form (or any specific Products within an Order Form) does not affect other Products purchased under the same or other Order Forms. If the Agreement or an Order Form is terminated due to Illumio’s uncured material breach, Customer remains responsible for all Fees, costs, and expenses incurred up to the effective date of termination, including: (a) completed, partially completed, or scheduled Professional Services; (b) reasonable committed costs or expenses; and (c) non-refundable travel and related expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR)/Joint Travel Regulation (JTR), as applicable. Upon such termination, Illumio will provide Customer a pro-rata refund of prepaid subscription Fees for the remainder of the Subscription Term within thirty (30) days after the effective date of termination. Upon any termination or expiration of this Agreement, all licenses granted to Customer will immediately terminate. Customer must (i) immediately stop using the Products; (ii) promptly return to Illumio all On-Premises Software, Documentation, and all copies in any form; and (iii) provide Illumio with a written certification from an officer confirming compliance with these requirements. Sections 2 (Fees), 3 (Customer Success and Compliance), 5 (Ownership of Illumio Intellectual Property), 8 (Confidentiality), 10 (Indemnification), 12 (Exclusion of Damages; Limitation of Liability), 13 (Data Processing), 14 (Subscription Term and Termination), 16 (Affiliates), 17 (Miscellaneous), and 18 (Definitions) will survive termination or expiration of this Agreement.
15. **Automatic Renewal.** In the absence of pre-established option year contract line item terms, and at Illumio’s discretion, an Order Form term may automatically be extended for consecutive additional Order Form terms of one (1) year, unless a party delivers, at least sixty (60) days before the expiration of the Order Form term, written notice to the other party of its intent not to renew or extend the Subscription Term. Upon automatic renewal of the Subscription Term for Products, the unit price will increase by five percent (5%) for each successive renewal Order Form term.
16. **Affiliates.** Affiliates of Customer may purchase Products by executing an Order Form referencing the then-existing Agreement by and between Customer and Illumio, provided that the terms and conditions of such Agreement shall govern all such Order Forms and such Affiliate complies with such terms and conditions. Customer shall be responsible and remain liable for the performance of any obligations of the Affiliate in connection with any Order Form executed by such Affiliate, except that an Affiliate may enter into a separate Agreement with Illumio, in which case Customer shall not be responsible or liable for the performance of such obligations.
17. **Miscellaneous.** The Products are “**commercial items**” (FAR 2.101), consisting of “**commercial computer software**” and “**commercial computer software documentation**” (FAR 12.212 and DFARS 227.7202). If the Products are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the Products will be only those specified in the Agreement. If Customer is incorporated or has its principal place of business within the Americas, the Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law; and any legal action or proceeding arising under the Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If Customer is incorporated and has its principal place of business outside the Americas, the Agreement will be governed by and construed in accordance with the laws of England and Wales excluding that body of laws known as conflicts of law; and any legal action or proceeding arising under the Agreement will be brought exclusively in the courts located in London, England and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Neither party may assign or transfer the Agreement by operation of law or otherwise without the other party’s prior written consent except (a) in the case of a merger, acquisition, reorganization, sale of substantially all assets or equity, or (b) to such party’s Affiliate. Except as expressly set forth in the Agreement, the exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise. Illumio may use Customer’s name and logo on its website and in its promotional materials to state that Customer is a customer of Illumio and a Product user. Customer agrees to serve as a reference customer of Illumio and shall cooperate with Illumio’s reasonable marketing and referencing requests. All notices or approvals required or permitted under the Agreement will be in writing and delivered by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the

addresses set forth in the applicable Order Form or to such other address as may be specified by either party to the other in accordance with the Agreement. The failure by either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of the Agreement will be effective only if in writing and signed by authorized representatives of both parties. Neither party will be responsible for any failure or delay in its performance under the Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, trespass, theft or other criminal acts, pandemic, acts of God or governmental action (“**Force Majeure**”). In the event any of the provisions of the Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected, and such remaining provisions shall remain in full force and effect. Customer acknowledges that Illumio’s Products are subject to U.S. Export Administration Regulations (“**EAR**”) and agrees to comply fully with all relevant export laws and regulations, including those of the United States to ensure that no Products are: (a) exported or re-exported directly or indirectly in violation of such export laws; or (b) used for any purposes prohibited by such export laws, including but not limited to nuclear, chemical or biological weapons proliferation. Customer represents and warrants that it is not located in, and will not use Illumio’s Products in connection with, any country subject to U.S. export restrictions (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk Regions of Ukraine). The Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding such subject matter. In the event of a conflict between the terms and conditions of this Master Subscription Agreement and any other document pertaining to the Products hereunder (including without limitation any underlying Intellectual Property Rights), this Master Subscription Agreement will control unless by a duly executed Order Form or amendment the parties expressly set forth the specific provisions mutually agreed to control. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent. Any additional, supplemental or varying terms in any other Customer purchase order or similar document will be disregarded and have no effect. This Agreement will prevail over any “click-to-accept” or “shrink wrap” terms agreed to in the course of downloading or installing the Products. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

18. **Definitions.** Certain capitalized terms used herein will have the definitions ascribed thereto as set forth below:

“**Affiliate**” means, with respect to a party to the Agreement, any entity that directly or indirectly controls, is controlled by or is under common control with such party. For purposes of this definition, “**control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise).

“**Authorized User**” means any individual who has been authorized in accordance with the terms of the Agreement to access and use the Products.

“**Confidential Information**” means any technical or business information, ideas, materials, know-how or other subject matter that is disclosed by one party to the other party that: (a) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (b) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. “Confidential Information” of Illumio includes Illumio Materials.

“**Customer Data**” means all data uploaded or input by Customer or its Authorized Users in connection with use of the Products.

“**Data Protection Law**” means the General Data Protection Regulation (Regulation (EU) 2016/679), the California Consumer Privacy Act (Cal. Civil Code § 1798.100 et seq.), or the equivalent data protection regulation under the jurisdiction and law provided under Section 17 (Miscellaneous).

“**Documentation**” means the standard user documentation that Illumio delivers to Customer with the Products.

“**Error**” refers to any material error or defect in the Products that causes substantial nonconformance in all material respects with its applicable Documentation.

“**Error Corrections**” means patches and bug fixes for the Products developed by Illumio in connection with any Errors.

“**Fees**” means the fees payable for the Product as indicated in the Order Form.

“**Illumio Materials**” means: (a) the standard application programming interface or configuration and related materials identified and provided by Illumio for and with the applicable Product; (b) any separately downloadable configuration file, add-on, technical add-on, module, command, function or application that extends the features or functionality of the Products; and (c) all software, tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, data, inventions, works of authorship and other innovations of any kind, including, without limitation, any improvements or modifications to the Products, that Illumio or its personnel working for or through Illumio, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Professional Services or as a result of the Professional Services, including all Intellectual Property Rights therein.

“**Intellectual Property Rights**” means patent rights (including without limitation patent applications and disclosures), copyrights, trademarks, trade secrets, know-how, any goodwill related to any of the foregoing, and any other intellectual property rights recognized in any country or jurisdiction in the world.

“**Licensed Configuration**” means the permitted type and quantity of workloads, nodes, clusters, memory, equipment and locations, as applicable, for the use of the Products, as specified in an Order Form.

"Maintenance and Support Services" means the maintenance and support services provided by Illumio and paid for by Customer under the Agreement, in accordance with Illumio's then-current Maintenance and Support Services program set forth in the Maintenance and Support Services Supplemental Terms.

"On-Premises Software" means the software Product specified in the applicable Order Form, in executable code form, including any Error Corrections, Updates and customizations provided by Illumio to Customer under the Agreement, and including the Documentation.

"Order Form" means a written order form referencing this Agreement by which Customer purchases any Product.

"Products" means the SaaS and the On-Premises Software (together, as the software and services constituting the Illumio subscription service, the **"Platform"**); Illumio Materials; Maintenance and Support Services; Professional Services and the Training Services; and any Updates, Upgrades, releases, fixes, enhancements or modifications thereto.

"Professional Services" means the professional services provided by Illumio under this Agreement and the Order Form.

"SaaS" means the hosted Product offering specified in the Order Form to which Customer acquires rights to access and use and including the Documentation.

"Scope Document" means the document that is provided with and becomes part of the Order Form, and which defines, sometimes in conjunction with a Service Description, the Professional Services or Training Services to be provided.

"Security Incident" means any unauthorized access to, or unauthorized disclosure of, Customer Data in the possession or control of Illumio that materially compromises the confidentiality, integrity, or availability of such Customer Data. A Security Incident does not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including but not limited to unsuccessful login attempts, denial-of-service attacks, pings, port scans, or other network attacks on firewalls or networked systems.

"Service Description" means pre-defined descriptions of services found at <http://www.illumio.com> as of the effective date of the Order Form which in conjunction with a Scope Document defines the Professional Services and/or Training Services to be provided and becomes part of the Order Form.

"Training Services" means the training services provided by Illumio under this Agreement and the Order Form.

"Update" means Error Corrections, minor enhancements and extensions or other changes to the Products that are generally made available by Illumio at no additional cost to Customer as part of qualifying Maintenance and Support Services, provided that **"Update"** shall not include Upgrade.

"Upgrade" means a major enhancement to or new version of the Products that provides substantially new, enhanced or different features or functions.

Exhibit A
Supplemental Terms

1. SaaS Terms.

The following terms apply if Customer uses SaaS.

1.1 Customer Obligations. Customer acknowledges and agrees that Customer's use of the SaaS is dependent upon access to telecommunications and internet services. Customer is solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the SaaS, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Illumio will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.

1.2 Customer Data. Customer will provide Customer Data to Illumio in such format and by such method as agreed to by the parties in the Order Form. Customer acknowledges and agrees that Customer and Customer's Authorized Users' use of the SaaS are conditioned upon Customer's provision of Customer Data to Illumio in accordance with the foregoing. To the extent Illumio stores any Customer Data, Illumio shall follow its standard archival procedures for the storage of Customer Data. In the event of any loss or corruption of Customer Data, Illumio shall follow physical, technical and organizational measures designed to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Illumio.

2. On-Premises Software Terms.

The following terms apply if Customer uses On-Premises Software.

2.1 Customer Obligations. Customer acknowledges and agrees that Customer's use of the On-Premises Software is dependent upon access to Customer's internal IT systems as well as external telecommunications and internet services. Customer is solely responsible for acquiring and maintaining its internal IT systems as well as all telecommunications and internet services and other hardware and software required to access and use the On-Premises Software, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Illumio will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from Customer's internal IT systems, telecommunications or internet services.

2.2. Illumio Access. For the purpose of implementing the On-Premises Software on Customer's servers, Illumio may require access to Customer's servers and systems where the On-Premises Software is to be installed, and Customer will grant access to Illumio for such limited purpose. Upon completion of the implementation, Customer will be responsible for removing all credentials granted to Illumio in connection with such implementation.

3. Professional Services Terms.

The following terms apply if Illumio provides Professional Services to Customer.

3.1. Professional Services. Illumio will provide those Professional Services as further defined by the specific Service Descriptions and/or Scope Documents in accordance with the Order Form and these Supplemental Terms. Illumio may use third-party contractors to perform Illumio's duties. Illumio will be responsible for the performance of the Professional Services of such third-party contractors to the same extent as for its own employees. If any Professional Services, in whole or in part, cannot be provided by Illumio due to a Customer-controlled issue and Customer fails to provide Illumio with reasonable advance notice, the time spent or allocated by Illumio personnel on such Professional Service will be charged to Customer. Any deliverables or work products provided by Illumio to Customer prior to entering into an applicable Order Form or a change request are the sole property and Confidential Information of Illumio and shall be governed by the terms of the Agreement. If no Order Form is completed, all work product and deliverables must be returned or deleted and must not be used.

3.2. Customer Obligations. Customer will make the necessary arrangements to allow Illumio to perform the Professional Services. Customer shall provide and make available all Customer personnel that Illumio reasonably requires in connection with performance of the Professional Services and as may be further addressed in an applicable Order Form. If the Professional Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities. Customer shall appoint a contact person with the authority to make decisions and to supply Illumio with any necessary or relevant information expeditiously. Customer shall ensure to have all necessary license rights including third-party license rights required to allow Illumio to perform the Professional Services.

3.3. Change Requests. Either party can request changes to the Professional Service. Illumio is not required to perform under a change request prior to the parties entering into the applicable change request.

3.4. Personnel. If at any time Customer or Illumio is dissatisfied with the material performance of an Illumio or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party will use its reasonable discretion in accomplishing any such change (which also, in the case of Illumio, shall be subject to staffing availability).

3.5. Fees; Expenses. For performance of the Professional Services, Customer will pay Illumio the applicable Fees in full in advance unless otherwise specified in the applicable Order Form. All prepaid Professional Services must be redeemed within twelve (12) months from the date of invoice. At the end of the twelve (12) month period, any remaining pre-paid Professional Services will expire, and no refund will be provided for any remaining pre-paid unused Fees for Professional Services. If travel is included in the Order Form or contract, upon invoice from Illumio, Customer will reimburse Illumio for all reasonable expenses incurred by Illumio while performing the Services, including without limitation, transportation services, lodging, meals and out-of-pocket expenses, and third-party online and offline research services directly related to the provision of the Professional Services and in accordance with the Federal Travel Regulation (FTR) / Joint Travel Regulation

(JTR), as applicable. Illumio will include, upon request, reasonably detailed documentation of all such expenses in excess of US\$25 with each related invoice.

4. Training Services Terms.

The following terms apply if Illumio provides Training Services to Customer.

4.1 Training Services. Illumio will provide those Training Service(s) as further defined by the specific Service Descriptions and/or Scope Documents in accordance with the Order Form and these Supplemental Terms.

4.2 Training Materials. All Training Services materials provided by Illumio for Training Services are the property of Illumio. Customer shall not duplicate such materials and may use the materials solely in conjunction with the Training Services provided by Illumio hereunder.

4.3 Delivery. An order for Training Services is valid for a period of twelve (12) months from the date of purchase (the “**Delivery Period**”). Customer will be invoiced in full for Training Services at the time of submission of the Order Form and expected to pay in accordance with the Agreement. Changes to an Order Form for Training Services will only be accepted in writing. If for any reason Customer wishes to reschedule Training Services, the request must be received at least fourteen (14) business days prior to the scheduled start date for the Training Services. The Fees for the Training Services will be charged for rescheduling requests received fewer than fourteen (14) business days prior to the scheduled start date for the Training Services. In no event will Illumio be liable for nonrefundable travel arrangements in the event of a cancellation or rescheduling. At the end of the applicable Delivery Period, any remaining Fees for unused Training Services shall expire and shall be forfeited. No refunds shall be provided based on any remaining Fees for unused Training Services. All Training Services must be registered and attended during the Delivery Period.

4.4 Miscellaneous. For on-site Training Services, Customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students, will support connection to the Illumio virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations. If space such as a conference room is being used as a classroom, it should be located in an area that affords minimal external distractions and noise.

5. Maintenance and Support Services Terms.

5.1 Maintenance and Support Services. During the Subscription Term and to the extent set forth in the applicable Order Form, Customer will receive 24/7 support for all maintenance releases and Updates via its support website, email and telephone. Customer should reach out to technical support for assistance in identifying and verifying the causes of suspected Errors in the Product and for existing workarounds for identified Errors. Illumio will work directly with Customer's designated internal support liaisons. It is Customer's responsibility to ensure that these individuals are trained and certified to a minimum of “Specialist Level” to use the Product. In order for Illumio to effectively resolve any issues, Customer will provide reasonable access to all necessary personnel to answer relevant questions. On request, Customer will provide access for online diagnostics of the Product during Error diagnosis. Customer will promptly implement all Updates and Error Corrections provided by Illumio to resolve an Error. Illumio's support obligation with respect to any Product is limited to the current and prior production release for such Product.

5.2 Updates. Illumio will notify Customer of maintenance releases and Updates as they are made available. This is done at no additional charge to Illumio's customers. Illumio has the sole discretion for the timing and availability of any and all maintenance releases and Updates. Updates may be made available for the On-Premises Software by downloading from Illumio support website.

5.3 Error Corrections. Illumio will use reasonable efforts to correct any reproducible programming Error in the Product attributable to Illumio with a level of effort commensurate with the severity of the Error. Customer will notify Illumio of such Errors and will provide Illumio with enough information to reproduce the Error(s). Illumio is only responsible for Errors that it can reproduce on Products as delivered to Customer without modification.

5.4 Portal. Illumio's online support portal provides access to releases, Illumio Materials, Documentation, knowledge base articles, troubleshooting reports and other additional information.

5.5 Contacts. Email: support@illumio.com. Phone: 1-888-631-6354

5.6 Response Time. Illumio will provide an initial response to support requests based on designated priority as provided in the Order Form.

6. Security Program.

6.1 Security. Illumio maintains a formal security program (the “**Security Program**”), based on reasonable industry best practices, and designed to preserve the confidentiality, integrity and availability of the Platform and Customer Data.

The Security Program addresses (a) management of operational and security risk; (b) technical and administrative security measures; (c) ongoing security training for all employees; and (d) procedures for responding to and recovering from Security Incidents.

6.2 Security Incidents. In the event of a Security Incident, Illumio shall notify Customer without undue delay after confirming that a Security Incident has occurred. Such notice shall include, to the extent known at the time: (i) a summary of the nature of the Security Incident; (ii) the types of Customer Data affected; and (iii) the steps Illumio is taking to investigate and mitigate the impact of the Security Incident. Notification may be provided through email, automated system alerts, dashboard updates, or other electronic means made available to Customer via the Products. Illumio will also provide supplemental updates as reasonably necessary. Notification to Customer may be delayed if required by law enforcement or other governmental authority to avoid interference with an investigation. If applicable law requires notification of any Security Incident within a shorter time period, Illumio shall comply with such requirement.

6.3. Security of the Products. Illumio incorporates security principles in all aspects of the Platform's design, development and operation. A security assessment ("**Penetration Test**") of the product is performed at regular intervals, using independent subject-matter experts.

Information about how Illumio works with the security community to surface and address security findings in the Platform can be found in Illumio's Responsible Disclosure Policy: <https://www.illumio.com/responsible-disclosure-policy>.