

# Terms of Use ("Terms")

Last updated: January 10, 2024

Please read these Terms of Use ("Terms") carefully before using the ARMO Platform operated by Cyber Armor Ltd., d.b.a ARMO ("us", "we", ARMO" or "our"). These Terms form a legal agreement between you and ARMO, and govern your access to and use of the Platform and Services.

Your access to and use of the Platform and Service is conditioned on your acceptance of and compliance with these Terms.

By accessing or using the Service you accept and agree to be bound by these Terms. If you disagree with any part of these Terms then do not access or use the Platform or Service.

If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term "**You**" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services.

## 1. Definitions

1.1. "**Account**" means an online account registered by you for the purpose of accessing the ARMO Platform and using the Services.

1.2. "**Account Data**" means data relating to Your registration and set up of the Account, including but not limited to information related to:

1.2.1. Your contact and payment information, including email addresses and credit card or other payment remittance information,

1.2.2. Associated Account Data;

1.2.3. Settings, preferences chosen, and resource usage,

1.3. "**Associated Account**" means a third party service account (e.g., Google or GitHub) which You use to register or log into the Account.

1.4. "**Content**" means any files, data, material, information and other content submitted, uploaded and stored by You through the use of the Services or that is collected by In-Cluster Components (including, without limitation, cluster configurations files, results of image scanning and role-based access control information).

1.5. "**Platform**" means the ARMO SaaS solution for Kubernetes security, including monitoring, and optimizing the use of different software components, open source, and non-open source, associated with the Account. The Platform is composed of a SaaS-based management system, as well as in-cluster software components downloaded and installed by you in your environment which may collect data about your system and environment and communicate such data to the Platform ("**In-Cluster Components**").

1.6. "**Services**" means any applications, products, services, documentation, and software made available through the Platform.

1.7. "**Third Party Service**" means any service, products, software or application that is provided by a third party and interoperates with a Service.

1.8. "**Usage Data**" means technical and performance data relating to diagnosis, problems, performance and/or functionality relating to your use of the Platform and Services.

1.9. "**We**", "**Us**", "**ARMO**" or "**Our**" means Cyber Armor LTD, d.b.a ARMO and "**You**" or "**Customer**" means the company or other legal entity and its affiliates for which you are accepting these Terms.

## 2. The Services

2.1. **Access to the Platform.** Following the initial registration of an Account and subject to Your compliance with these Terms, You are granted a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to access and use the Services through the Platform solely for the purpose of your business activity. We may update the Services from time to time, including changing, adding or removing functions.

2.2. **In-Cluster Software.** Some Services may require you to download In-Cluster Components and install them in your environment. Subject to Your compliance with these Terms, You are granted a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to install and use such In-Cluster Components within your environment solely in connection with use of the respective Services. If any In-Cluster Component is offered under an open-source license, we will make the license available to you and the provisions of that license shall apply notwithstanding any provisions to the contrary under these Terms.

2.3. **Children under 18.** The Service is not directed at children. If you are a child, please do not use or attempt to register to use the Service.

## 3. Charges

3.1. **Using the Services.** Access to and use of the basic version of the Platform and Services is **free for a period of 21 days. All services incurred after 21 days are subject to our pricing as referenced on our public pricing guide <https://www.armorsec.io/pricing/>. Premium Services may also** be made available for a charge("Fees") as specified on the Platform for the Services plan selected by you through the Account (the "Plan") or through a dedicated ARMO Service Order Form. If any Fees apply, You will pay, and You authorize ARMO or any of ARMO's resellers to charge using your selected payment method for. All Fees in accordance with the Plan. Fees are non-refundable except as required by law.

3.2. **Payment Terms.** Charges for Fees will be made either in advance or in arrears as provided in the Plan, and either monthly, annually or any other billing frequency offered by ARMO in the Plan.

3.3. **Billing Information.** You are responsible for providing complete and accurate billing and contact information and to update us of any changes to such information. Billing may

be performed by a third party service provider of ARMO. We may suspend or terminate the Services if fees are past due.

**3.4. Taxes.** Our fees do not include taxes, levies or duties, such as value added tax, sales or use tax and any other similar charges. We will charge tax if we are required to do so. If under applicable law taxes are required to be withheld, You shall pay ARMO an amount such that the net amount after withholding of taxes shall equal the amount that would have been otherwise payable under these Terms.

**3.5. Payment Policy.** You authorize ARMO, directly or through third parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud. This may include asking you to provide a form of government identification (e.g., driver's license or passport), your date of birth and other information that is necessary to confirm ownership of your email address or payment method that you have added to your Account, such as a credit card, debit card or PayPal account ("**Payment Method**"). You must provide ARMO with accurate information in relation to your Payment Method so that the purchase of insurance is paid for by you. Additionally, you authorize ARMO to store your Payment Method and charge your Payment Method as outlined in these Terms. When you select and provide information to us pursuant to a Payment Method, you confirm that you are permitted to use that Payment Method and you authorize us and our designated payment processor to charge the full amount of the insurance to the Payment Method you designate for the purchase. All purchases are final and no refunds or credits will be provided. We will take steps to rectify any payment processing errors of which we become aware. These steps may include crediting or debiting (as appropriate) the same Payment Method used for the original payment by you, so that you end up paying the correct amount.

## 4. Registration and User Account

**4.1. Establishing an Account.** You must register and establish an Account in order to use our Services. When you register to the Platform via Associated Accounts, in order to integrate with Associated Accounts you may be required to provide us with you login credentials for such Associated Accounts. You may elect to have multiple Accounts, and may set up multiple users for each Account; however, each Associated Account may only be integrated with one Account at any given time.

**4.2. Account Information.** You must safeguard and not disclose your Account username and password and you must supervise the use of such Account. You must provide us accurate and complete information in order to create an Account, including, if applicable, details of the Associated Account that are linked to the Account. You agree to keep your Account information up to date and accurate, including with regard to the Associated Account. Any Services provided in connection with Associated Accounts associated with Your Account will be charged to your Account. **YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USER NAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT.** You must notify us immediately of any unauthorized use of your Account or any other breach of security.

**4.3. Associated Account Data.** By granting ARMO access to any Associated Accounts, you understand that ARMO will access and store (if applicable) your Associated Account's credentials, payment and other information which you approved to be shared with ARMO ("**Associated Account Data**"). Please note that, if an Associated Account becomes

unavailable or ARMO's access to such Associated Account is terminated, then you may no longer have access to the Services. You have the ability to disable the connection between your Account and your Associated Accounts, at any time, on the Platform.

**4.4. Deletion of Account.** You may delete your Account at any time. Any information and data entered into the Services may be permanently deleted if you delete the Account, provided we may retain certain information as required to comply with our legal obligations, resolve disputes and enforce our agreements (unless we are instructed otherwise).

**4.5. Use of Usage Data.** You acknowledge and agree that ARMO may collect Usage Data. You hereby grants ARMO permission to use Usage Data and Account Data to improve the Platform's and Services' performance and functionality and improve services and support to ARMO customers and for other development and business purposes, including monitoring, statistical data gathering, diagnostics, comparative analyses, press and supplies utilization, complementary solutions usage, security and software integrity assurance, remote control and support and click performance tracking and billing. ARMO may use various analytics tools in performing the above. ARMO does not provide an opt-out option from the use of such analytics tools and therefore. You should refrain from registering for the Service if You do not agree to the use of analytics tools in connection with the Usage Data and Account Data. Where applicable, Usage Data collected by ARMO may be shared by ARMO with any service provider who may provide You with supplementary services in connection with the Services.

## 5. Your Content

**5.1. License to Content.** You grant us a worldwide, non-exclusive, royalty-free license to host, copy, use and prepare derivative works of your Content in order to provide You with the Services. Subject to this limited license we do not acquire any right in your Content and You or your licensors retain all rights and ownership to your Content. You warrant that You have full rights to provide to us any Content that You provide through the Services. We have policies in place to limit the access of our employees to Content. Where policies permit access to the Content, it is only for the purpose of providing the Services and supporting You in your use of the Services.

**5.2. Responsibility for Content.** The Services are not intended to be used as storage, backup or archiving services. It is your responsibility to back up your Content and you are responsible for any lost or unrecoverable Content. You acknowledge and agree that ARMO will not be liable for any Content and any use thereof, including, without limitation, for any errors or omissions, any infringement or violation of third party's rights, or any loss or damage of any kind incurred as a result of the use or display of any Content. You hereby warrant, represent and covenant that: (i) the copying, uploading and use of the Content does not infringe upon any third party's proprietary rights, including intellectual property rights; (ii) You have fully complied with any third-party licenses, permits and authorizations required in connection with such Content; (iii) the Content does not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (iv) the Content is not obscene or libelous, and do not violate the right of privacy or publicity of any third party and are not otherwise illegal.

5.3. **Deletion of Content.** Within 30 days following your request to delete your Content, ARMO shall delete it.

## 6. Use Obligations and Restrictions

6.1. **Obligations.** You agree to do each of the following in connection with your use of the Services: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, intellectual property rights and export control;(ii) pay the fees for the Services, if applicable, when due; (iii) use reasonable security precautions for providing access to the Services by your users, customers or other individuals to whom You provide access.

## 7. Intellectual Property Rights

7.1. **Retention of Rights.** All rights not expressly granted to You under these Terms are reserved by ARMO and its licensors. We and our licensors reserve all rights, title and interest to the Services, the Platform and any part thereof and any and all derivatives, changes and improvements thereof, as well as and any of their related intellectual property rights (the "**ARMO Technology**"). These Terms do not convey to You an interest in or to ARMO Technology. You must not misuse the Services and You shall not, directly or indirectly (i) attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the ARMO Technology, or derive or attempt to create or derive, by reverse engineering or otherwise, the source code from any object code supplied hereunder, nor shall you permit any third party to do so; (ii) resell, lease, sublicense or distribute the ARMO Technology to any person; (iii) represent that you possess any proprietary interest in the ARMO Technology; (iv) use the name, trademarks, trade-names, and logos of ARMO; (vi) sublicense your right to access and use the Service or otherwise provide remote access to the Service to any third party; and (vii) not permit any unauthorized person to access or use the Service.

7.2. **Feedback.** To the extent You provide us any feedback, comments or suggestions ("**Feedback**"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to use and incorporate the Feedback in to the Services or any of our current or future products or services.

## 8. Indemnification.

You will indemnify, defend, and hold harmless ARMO, its affiliates, resellers, employees and agents (the "**Indemnified Parties**") from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third party alleging that any Content or Account Data infringes or misappropriates a third party's intellectual property rights or violates applicable law or that your use of the Services is in violation of these Terms or applicable law.

## 9. Disclaimers of Warranties

9.1. The Service may from time to time provide you with suggestions for software or configuration changes. Such suggestions are advisory only, and we make no promises that the software (including as reconfigured or changed) will operate as You require or meet

your needs or will be suitable for a particular purpose or non-infringing. Your use of the software recommendations provided by the Service are at your own risk. We will not be liable to you for any losses or damages suffered by you resulting from your use of, or reliance on, the software recommendations provided by the Service.

9.2. THE SERVICES ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND ARMO DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.

9.3. OTHER THAN AS EXPRESSLY STATED IN THE TERMS WE DO NOT WARRANT THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS.

## 10. Limitation of Liability

10.1. IN NO EVENT WILL ARMO BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF ARMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. IN NO EVENT WILL ARMO'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE SERVICES EXCEED AN AMOUNT OF US\$100.00.

10.3. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 11. Term and Termination

11.1. **Term.** These Terms commence on the date you first accept them and will remain in effect until these Terms are terminated or until the date which is specified in the Plan.

11.2. **Termination.** We may terminate the Services and your Account on 30 days' prior written notice to you. You may stop using the Services at any time and you may delete your Account. We may suspend or terminate your access to the Services at any time at our discretion and without notice if You do not comply with these Terms. From the date of termination of your Account, You will no longer be able to access your Account and will immediately cease the use of the Services.

11.3. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

## 12. Governing Law and Jurisdiction

These Terms are governed by the laws of the state of Israel and any and all disputes and controversies arising out of or in connection with these Terms shall be brought exclusively before the competent courts of the Jerusalem District, Israel; however, ARMO or its Affiliate may bring suit for payment in the country where You are located. You and ARMO agree that

the United Nations Convention on Contracts for the International Sale of Goods will not apply.

## 13. General

13.1. **Changes to Terms.** ARMO may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the ARMO website or otherwise notified to you. You are responsible for checking the website regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Terms.

13.2. **Publicity.** ARMO may publish your name in its customers list in ARMO's website, and use your logo for such purpose.

13.3. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

13.4. **Waiver.** No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.

13.5. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and ARMO.

13.6. **Entire Agreement.** These Terms contain the entire agreement between ARMO and You relating to your use of the Services and supersedes any and all prior agreements between ARMO and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by ARMO in these Terms.

13.7. **Assignment.** You may not assign your rights or delegate your obligations under these Terms without ARMO's prior written consent. Any purported assignment contrary to this section will be null and void. ARMO may assign these Terms or its rights and obligations hereunder to any affiliate.

13.9. **No Third Party Rights.** There are no third-party beneficiaries to these Terms.