

## MASTER SUBSCRIPTION AGREEMENT

The version of this Master Subscription Agreement in effect as of the Effective Date (defined below) (together with all exhibits, schedules, statements of work and Order Forms incorporated herein, the "**Agreement**") governs customer's ("**You**", "**Your**" or "**Customer**") access to and use of any Products of Illumio, Inc. ("**We**", "**Our**" or "**Illumio**"). If You register for a free trial for any Product, this Agreement will also govern that free trial; provided, however, that the terms and conditions pertaining to support and maintenance, warranties, etc. will be provided on the applicable free trial Order Form. By executing an Order Form that references this Agreement, or by click-accepting a link to this Agreement, You agree to the terms of this Agreement. You represent that You have the authority to bind the applicable entity on behalf of Your organization and its Affiliates.

This Master Subscription Agreement is made and entered into as of the date (the "**Effective Date**") of the relevant Order Form by and between Illumio and the party indicated on the Order Form. Certain capitalized terms are defined in Section 17 (Definitions).

1. **General.** Any licenses or grant of use rights with respect to Illumio Products require execution of an Order Form by and between you and Illumio, or between an Illumio-authorized channel partner and Illumio. Unless otherwise specified in the Agreement, the provisions of the Agreement will apply to all Products provided by Illumio. In addition, certain supplemental terms will apply to and govern only specific Products that are licensed, purchased or provided to You under the applicable Order Form (the "**Supplemental Terms**"), as set forth below:

### SaaS

### On-Premises Software

### Maintenance and Support Services

### Professional Services

### Training Services

### Privacy

### Security

2. **Products License and Use Rights.** Pursuant to the applicable Order Form(s) for Customer's purchase of the SaaS or On-Premises Software, Illumio shall during the Subscription Term (a) provide Customer with the SaaS either on its own servers or through a third party hosting service provider; or (b) grant Customer a nonexclusive, revocable, limited, non-transferable, non-assignable, non-sublicensable, license to install and use the On-Premises Software on servers related hardware and software owned or controlled by Customer.
3. **Fees.** In consideration for Illumio providing the Products contemplated under the Agreement, You will pay Illumio the Fees specified in the applicable Order Form. The Fees will be invoiced in full upon execution of the applicable Order Form or, in the case of a renewal Order Form term, upon the annual anniversary of the initial Order Form. Except as otherwise specified in any Order Form, Fees are based on Products purchased and not actual usage of the Products. Except as otherwise provided herein, all Fees and payment obligations are non-cancellable and non-refundable. Customer will pay all taxes and duties assessed in connection with the Agreement, and the performance of the obligations hereunder, by any authority within or outside of the U.S., except for taxes payable on Illumio's net income. Illumio will invoice You for all such taxes and duties unless You provide Illumio with a valid tax exemption certificate authorized by the appropriate taxing authorities. All amounts not paid when due under the Agreement will accrue interest daily (without the requirement of a notice) at a rate of one and one-half percent (1.5%) per month or the highest rate permissible by law, whichever is lower, until the unpaid balance is paid in full. Customer will cure a payment delinquency within thirty (30) days of Illumio's delinquency notice, and if it fails to do so Illumio may suspend Your access to the Products until such amounts are paid in full or terminate the Agreement and/or applicable Order Form for breach in addition to any other rights and remedies available. This Section will in no way limit any other rights or remedies of Illumio. Upon automatic renewal of the Subscription Term for Products as provided in Section 14 (Subscription Term and Termination) below, the unit price will increase by five percent (5%) for each successive renewal Order Form term. If You purchased the Products through an Illumio-authorized channel partner, all payment-related terms (including, but not limited to, pricing, invoicing, billing, payment methods and late payment charges) will be set forth in Your agreement directly with such channel partner and such payment-related terms will supersede any conflicting terms set forth in this Section.
4. **Customer Success and Compliance.** In Illumio's effort to continuously improve Our Products and enhance the value proposition for Customer, Illumio may collect and process technical and related information in an anonymous and aggregated form about Customer's use of the Products to support and troubleshoot issues, provide Updates, analyze trends and inform Our professional services and related customer success teams in their support of Customer's implementation. Illumio encourages Customer to provide feedback regarding improvements to the Products (the "**Feedback**") and hereby grants Illumio a non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual license to use, commercialize and distribute such Feedback without restriction. Illumio may periodically, but in no event more than once per three (3) months remotely review Customer's use of the Products to support Illumio's provision of Professional Services and related customer success teams and ensure Customer's compliance with the Agreement and the applicable Order Form. On Illumio's written request Customer will provide reasonable assistance to verify such compliance. If the review reveals that Customer has underpaid Illumio, then Illumio may invoice Customer for such underpaid amount, and Customer will pay Illumio for such amount in accordance with the payment terms in Section 3 (Fees).
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 at all times 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 in the event that Illumio reasonably determines that such Authorized User has breached the Agreement. Customer will, at all times, 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.
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.
  - (d) Upon termination or expiration of the Agreement or Support and Maintenance 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 will 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 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. Recipient will notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

9. Third Party Components. The Products include third party software components, including open source software components under license from third parties (the **"Third Party Components"**). Additional information regarding the Third Party Components is available online at <https://docs.illumio.com/>.
10. Indemnification.
- (a) Subject to Section 10(c) hereof, 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. 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 first ninety (90) days of the initial Order Form 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.
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); (b) breach of a party's confidentiality obligations under Section 8 (Confidentiality); or (c) 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. To the extent the engagement governed by the Agreement entails the processing of personal data, such processing is governed by the Privacy Supplemental Terms, unless Illumio already has a signed data processing agreement with Customer for such Products; in which case, the signed version governs the processing of personal data.
14. Subscription Term and Termination. Subject to Customer's compliance with the terms and conditions of the Agreement, this Agreement will be in effect for as long as Customer is licensed to use any Product pursuant to an active Order Form (the **"Subscription Term"**). In addition to any termination rights set forth elsewhere herein, each party will have the right to terminate the Agreement if the other party breaches any material term of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Each party has the right to terminate the Agreement immediately upon notice if the other party becomes the subject of a petition in bankruptcy or similar legal proceeding arising from its insolvency, receivership or assignment for the benefit of creditors, provided that the underlying case is not dismissed within sixty

(60) days. An Order Form term shall 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. Each party will have the right to terminate an individual Order Form if the other party breaches any material term of such Order Form and fails to cure such breach within thirty (30) days after written notice thereof. For the avoidance of doubt, termination of an Order Form (or any discrete Products within an Order Form) shall not affect any other Products that Customer has purchased under the same or any other Order Form(s). Customer shall be liable for payment of all Fees, costs and expenses up to the effective date of termination (for Illumio's uncured material breach) for (a) any completed, partially completed or scheduled Professional Services; (b) any reasonable committed costs or expenses; (c) any non-refundable travel costs including visa costs and related expenses. Upon termination of any Order Form or part thereof before end of the Subscription Term due to Illumio's uncured material breach, Illumio will, within thirty (30) days of the effective date of termination, provide Customer a pro-rata refund of prepaid subscription Fees for the remainder of the Subscription Term after the effective date of termination. Upon any termination or expiration of this Agreement for any reason, all licenses granted to Customer in this Agreement and in all Order Forms will terminate immediately and: (i) Customer will (1) immediately cease use of the Products and (2) promptly return to Illumio the On-Premises Software and Documentation and all copies and portions thereof, in all forms and types of media; and (ii) Customer will provide Illumio with an officer's written certification, certifying to Customer's compliance with the foregoing. The rights and obligations of Illumio and Customer contained in Sections 3 (Fees), 4 (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), 15 (Affiliates), 16 (Miscellaneous) and 17 (Definitions) will survive the expiration or termination of this Agreement.

15. 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.
16. 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 confirmed facsimile transmission, 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 Region 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 Agreement and any other document pertaining to the Products or Services hereunder (including without limitation any underlying Intellectual Property Rights), this 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.

17. 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, and is summarized in a writing sent by the Discloser to the Recipient within thirty (30) days after any 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 any and all data used by Customer or its Authorized Users in connection with the Products (but excluding any personal data regulated by the Data Protection Law).

**"Data Protection Law"** means the General Data Protection Regulation (Regulation (EU) 2016/679) and/or the California Consumer Privacy Act (Cal. Civil Code § 1798.100 et seq.).

**"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 an event where Confidential Information or Customer Data is reasonably suspected to have been improperly accessed, altered, disclosed or destroyed.

**"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.

**"Services"** means the SaaS, the Professional Services, the Training Services and the Maintenance and Support Services, to the extent each is provided to Customer by Illumio.

**"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 are 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 – SaaS**

The following Supplemental Terms will apply to and govern Customer's use of the SaaS, as applicable. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

#### **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.

#### **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. With respect to the processing of Customer Data, Illumio will comply with the Privacy supplemental terms under Exhibit F and the Security supplemental terms under Exhibit G.

## **Exhibit B**

### **Supplemental Terms – On-Premises Software**

The following Supplemental Terms will apply to and govern Customer's use of the On-Premises Software. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

#### **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.

#### **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.



## Exhibit C

### **Supplemental Terms – Maintenance and Support Services**

The following Supplemental Terms will apply to and govern Customer's receipt of Maintenance and Support Services. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

#### **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 a Customer's designated internal support liaisons. It is Customer's responsibility to ensure that these individuals are properly trained 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.

#### **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.

#### **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.

#### **Portal**

Illumio's online support portal provides access to releases, Illumio Materials, Documentation, knowledge base articles, trouble-shooting reports and other additional information.

#### **Contacts**

Email: support@illumio.com

Phone: 1-888-631-6354

#### **Response Time**

Illumio will provide an initial response to support requests based on designed priority:

Priority	Description	Response Time
P1	Catastrophic problem; systems down and impacting ability to operate	30 minutes
P2	High impact problem; systems disrupting business operations	2 hours
P3	Medium to low impact problem; loss of non-critical functionality	4 business hours
P4	General usage issues, information requests	1 business day

## **Exhibit D**

### **Supplemental Terms – Professional Services**

The following Supplemental Terms are effective as of the effective date of the relevant Order Form and are entered into by and between Illumio and Customer and will apply to and govern the Professional Services provided to Customer. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

#### **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 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 the execution of 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.

#### **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.

#### **Change Requests**

Either party can request changes to the Professional Service. Illumio is not required to perform under a change request prior to the execution by the parties of the applicable change request.

#### **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).

#### **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. Unless otherwise specified in the applicable Order Form, 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. Illumio will include, upon request, reasonably detailed documentation of all such expenses in excess of US\$25 with each related invoice.

## **Exhibit E**

### **Supplemental Terms – Training Services**

The following Supplemental Terms are effective as of the effective date of the relevant Order Form and are entered into by and between Illumio and Customer and will apply to and govern the Training Services provided to Customer. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

#### **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.

#### **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.

#### **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. Training Services are non-cancelable and non-refundable. 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.

#### **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.

## Exhibit F

### Supplemental Terms – Privacy

The following Supplemental Terms are effective as of the effective date of the relevant Order Form and are entered into by and between Illumio and Customer and will apply to and govern the processing of personal data on behalf of Customer in connection with the delivery of the Products. Capitalized terms not defined herein will have the meaning set forth in the Agreement, except that terms such as “**personal data breach**”, “**supervisory authority**”, “**processor**”, “**data subject**”, etc. shall have the definitions specified in the Data Protection Law.

#### Introduction

Customer intends to send personal data from individuals in the EU (the “**EU Personal Data**”) as part of the data processed by Illumio on its behalf in connection with the delivery of the Products. With respect to EU Personal Data, Customer is the data controller and Illumio is the data processor. Each party shall strive to comply with their respective obligations with respect to EU Personal Data and thus agrees: (a) Illumio shall only process EU Personal Data upon instructions from Customer, including those in the Agreement and Customer’s configuration of the Products; (b) Illumio’s data centers are located in the United States and Customer hereby instructs Illumio to process EU Personal Data in the United States and in the European Union as needed to deliver the Products or as otherwise instructed by Customer; (c) Illumio shall ensure that persons authorized to process EU Personal Data are committed to a duty of confidentiality; and (d) Illumio shall implement appropriate physical, technical and organizational measures to ensure that the level of security is appropriate to the risk in the performance monitoring and the analytics processing involved in the Products.

#### Sub-processors

Customer acknowledges and agrees that Illumio may engage third party sub-processors to process EU Personal Data in connection with the provision of the Products. Provided that Customer signs up for notifications on the Illumio support portal, Illumio shall provide prior notice of any new sub-processors. After being notified, Customer will have ten (10) business days to notify Illumio in writing of any reasonable objection it has to the new sub-processor(s). Failure to notify Illumio within this time frame will be deemed approval of the new sub-processor(s). In the event Customer provides reasonable objection, Illumio will use reasonable efforts to make a change in the configuration available to avoid processing of EU Personal Data by such sub-processor. If Illumio is unable to make available such a change within a reasonable period of time, which shall not exceed ninety (90) days, Customer may terminate the applicable Order Form with respect to the affected Products that cannot be provided without use of the rejected sub-processor. In the event Illumio engages a sub-processor to carry out specific processing activities on behalf of Customer, Illumio shall place the same or similar obligations on such sub-processor to require appropriate technical and organizational measures to meet the requirements of the Data Protection Law. Where such additional processor fails to fulfill its data protection obligations, Illumio shall remain fully liable to Customer for the performance of that processor’s obligations.

#### Assistance

Taking into account the nature of the processing and the role of Illumio as data processor, Illumio will use reasonable efforts to assist Customer in responding to requests by data subjects to exercise data subject rights. Accordingly, Illumio will use reasonable efforts to assist Customer in ensuring compliance with Customer’s obligations under Art 32-36 of the Data Protection Law, including: (a) implementing appropriate physical, technical and organizational measures to ensure a level of security appropriate to the risk; (b) taking steps to ensure that any natural person with access to EU Personal Data does not process such EU Personal Data except on instruction; (c) notifying Customer without undue delay after becoming aware of a personal data breach; (d) assisting Customer in its data protection impact assessments, as appropriate and at Customer’s expense; (e) assisting Customer in its consultation with regulators, as appropriate and at Customer’s expense; and (f) supporting Customer in its role as data controller with respect to lawful requests submitted by data subjects to Customer.

#### Inspection

Upon receipt of Customer’s written request, Illumio will make available to Customer information reasonably necessary to demonstrate compliance with the obligations in these Supplemental Terms and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer to the extent required by law. Customer shall give Illumio at least ninety (90) days’ prior written notice and promptly reimburse Illumio for expenses incurred in connection with audits conducted by Customer or a third-party auditor beyond those that Illumio already conducts, including but not limited to, time reasonably expended for such audits at Illumio’s then-current professional services rates (made available to Customer upon request). Prior to commencement of work, Illumio and Customer shall mutually agree upon scope, timing, and duration of the work. Customer shall promptly notify Illumio of any non-compliance discovered during the course of any audit; and Illumio will inform Customer if it becomes aware of an instruction by Customer that, in Illumio’s opinion, infringes the Data Protection Law or other applicable data protection law.

#### Standard Clauses

Customer acknowledges that Illumio is located in the United States and may process EU Personal Data from its offices and data centers located in the United States. To ensure such processing is in accordance with applicable Data Protection Law, the parties hereby enter into the standard contractual clauses below (the “**Standard Clauses**”). In the event the Standard Clauses become insufficient under Data Protection Law, the parties shall use reasonable efforts to utilize an alternative method of adequacy for transfer.

The Standard Clauses apply to Customers established in the European Economic Area (“**EEA**”) or Switzerland as the data controller. In the event that Customer’s use of Products results in processing of EU Personal Data of Customer’s affiliates that are also established in the EEA or Switzerland and data controllers, such affiliates shall be deemed “**data exporters**” under the Standard Clauses, *provided* that in all cases, Illumio’s aggregate liability to

Customer and its affiliates will be subject to the limitations of liability set out below.

Customer shall in its use of the Products only process EU Personal Data in accordance with applicable law and shall not cause Illumio to be in violation of applicable laws. Illumio shall process EU Personal Data in accordance with Customer's instruction. By contracting with Illumio for the provision of the Products, Customer (through its use and configuration of the Products and/or Services) is directing Illumio to obtain and collect certain EU Personal Data. For purposes of Clause 5(a) of the Standard Clauses, Customer instructs Illumio to: (a) process the EU Personal Data in accordance with the Agreement; and (b) process EU Personal Data initiated by Customer and its Authorized Users in their use of the Products during the Term. The parties agree that Illumio may remove or redact any commercial information and other terms not related to data protection from copies of sub-processor agreements provided to Customer pursuant to Clause 5(j) of the Standard Clauses from such agreements before providing them to Customer; and that such copies will be provided by Illumio only after its receipt of reasonably detailed written request by Customer. The parties agree that Illumio shall provide the certification of deletion of EU Personal Data described in Clause 12(1) of the Standard Clauses only upon receipt of Customer's written request. The parties agree that all liabilities between Illumio and Customer (including Customer affiliates) will be subject to the terms of the Agreement (including but not limited to limitation of liability provisions), except that no limitations of liability will apply to any liability that Illumio may have to data subjects under the third-party rights provisions of the Standard Clauses. Subject to the preceding sentence, Customer affiliates shall be granted certain rights in relation to Illumio's obligations reserved for the benefit of Customer hereunder, and data subjects are granted third party rights under the Standard Clauses. All other third-party rights are excluded. The parties hereby agree that these Supplemental Terms supersede any conflicting or inconsistent provisions in the Agreement related to data protection and, in the event of ambiguity, these Supplemental Terms will prevail.

## Annex 1

### Standard Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Data Exporter	
Name:	
Address:	
Phone:	
Email:	
Other Identifying Information:	

and

Data Importer	
Name:	Illumio, Inc.
Address:	920 De Guigne Drive, Sunnyvale, California 94085
Phone:	1-669-800-5000
Email:	privacy@illumio.com
Other Identifying Information:	None

each a "party"; together "the parties",

have agreed on the following contractual clauses (the "**Clauses**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

### Clause 1 Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

### Clause 2 Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

**Clause 3**  
**Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

**Clause 4**  
**Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient technical and organizational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Exhibit G as a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

**Clause 5**  
**Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organizational security measures specified in Exhibit G before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorized access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Exhibit G which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## **Clause 6**

### **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

## **Clause 7**

### **Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.



2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### **Clause 8**

##### **Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### **Clause 9**

##### **Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### **Clause 10**

##### **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### **Clause 11**

##### **Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

#### **Clause 12**

##### **Obligation after the termination of personal data processing services**

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

## Appendix 1

<b>Data exporter</b>	The data exporter is the Customer legal entity named above and its Affiliates.
<b>Data importer</b>	The data importer is Illumio, Inc. and its Affiliates, a provider of network security product and services.
<b>Data subjects</b>	Natural persons who interact with the Products, which may include (but are not limited to) data exporter's employees, contractors, Authorized Users and customers as determined by data exporter.
<b>Categories of data</b>	<p>The data exporter may submit personal data to the Products, the extent of which is determined by the data exporter. This may include:</p> <ul style="list-style-type: none"> <li>• device identifiers, IP addresses, firmware versions, operating system, time zone, language, MAC addresses, and other information about computing systems, applications and networks;</li> <li>• names, emails, age, gender, phone numbers, photographs;</li> <li>• information about activity on computing systems, applications and networks;</li> <li>• file and communications content and metadata, antivirus and other malware statistics and files;</li> <li>• system logs and traffic, including URLs; and</li> <li>• information provided to Illumio through dashboards or portals associated with the security and firewall solutions of the Illumio Services, such as troubleshooting requests and security inquiries regarding files, systems and URLs.</li> </ul>
<b>Special categories of data</b>	Not applicable
<b>Processing operations</b>	<ul style="list-style-type: none"> <li>• Providing maintenance and technical support.</li> <li>• Providing Updates and Upgrades.</li> <li>• Addressing security and business continuity issues.</li> <li>• Analyzing and improving the Products.</li> <li>• Enforcing the legal terms that govern the Products.</li> <li>• Complying with law and protect rights, safety and property.</li> <li>• Other purposes requested or permitted by Customers or Authorized Users or as reasonably required to perform Illumio's business.</li> </ul>

## Exhibit G

### **Supplemental Terms – Security**

The following supplemental terms are effective as of the effective date of the relevant Order Form and are entered into by and between Illumio and Customer and will apply to and govern the Security Program (as defined below). The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

#### **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.

#### **Security Incidents**

Illumio will promptly notify You in the event of a Security Incident impacting Your Confidential Information or Customer Data, using the primary support contact information You have provided.

#### **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>