# MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS YOUR ORGANIZATION'S ACQUISITION AND USE OF ANY PRODUCTS (AS DEFINED BELOW) OF ILLUMIO, INC. IF YOU REGISTER FOR A FREE TRIAL FOR ANY PRODUCT, THIS MASTER SUBSCRIPTION AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY BOTH PARTIES EXECUTING AN ORDER FORM THAT REFERENCES THIS MASTER SUBSCRIPTION AGREEMENT, YOU AGREE TO THE TERMS OF THIS MASTER SUBSCRIPTION AGREEMENT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION'S ENTITY AND ITS AFFILIATES TO THIS MASTER SUBSCRIPTION AGREEMENT.

This Master Subscription Agreement, including all exhibits, schedules and Order Forms hereto (the "**Master Subscription Agreement**"), is made and entered into as of the date (the "**Effective Date**") of the Order Form by and between the GSA Multiple Award Schedule Contractor acting on behalf of Illumio, Inc. a Delaware corporation ("**Illumio**"), and the eligible Ordering Activity under GSA Schedule contracts indicated on the applicable Order Form ("**You**," "**Your**", "**Ordering Activity**" or "**Customer**").

Certain capitalized terms used herein are defined in Section 17 hereof.

 <u>General</u>. Unless an Order Form is executed by You and the GSA Multiple Award Schedule contractor acting on behalf of Illumio, You will not be granted any licenses with respect to any Products under the Master Subscription Agreement. Unless otherwise specified in this Master Subscription Agreement, the provisions of the Master Subscription 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 Services

#### **On-Premises Software**

## Maintenance and Support Services

**Professional Services** 

**Training Services** 

# **Data Processing**

- 2. <u>Products</u>. Subject to Your compliance with the Master Subscription Agreement, Illumio provides You with the Products as specified in the applicable Order Form.
- 3. Fees. In consideration for Illumio providing the Products specified in the applicable Order Form, You will pay the GSA Multiple Award Schedule Contractor on behalf of Illumio (or its authorized reseller if applicable) the Fees specified in the applicable Order Form in accordance with the GSA Schedule Pricelist. The Fees set forth in each Order Form will be invoiced in full upon execution of the applicable Order Form. Except as otherwise specified in any Order Form, Fees are based on Products purchased and not actual usage of the Products. Illumio shall state separately on invoices taxes excluded from the fees, and the [Customer] agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. All amounts not paid when due under the Master Subscription Agreement will accrue interest at a rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. This Section will in no way limit any other rights or remedies of Illumio. Notwithstanding the above, Illumio reserves the right to evaluate all pricing on an annual basis. If You purchased the Products through an Illumio-approved 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 Illumio-approved channel partner and such payment-related terms will supersede any conflicting terms set forth in this Section.
- 4. <u>Review</u>. Upon at least ten (10) days' prior written notice, Illumio may review the Customer's use of the Products, or parts thereof, to ensure that the Customer follows the terms of the Master Subscription Agreement and the applicable Order Form. Any such review is subject to Government security requirements, will be conducted during regular business hours at the Customer's facilities and will be conducted so as to not unreasonably interfere with the Customer's business activities. As part of such review, the Customer will provide Illumio with access to the relevant Customer records and facilities. If the review reveals that the Customer has underpaid Illumio, then Illumio through the GSA Multiple Award Schedule contractor will invoice the Customer for such underpaid amount, and the Customer will pay the GSA Multiple Award schedule contractor on behalf of Illumio for such underpayment amount within thirty (30) days of the receipt date of such invoice.
- 5. Data. Illumio may collect and process technical and related information about Customer's use of the Products to support and troubleshoot issues, provide Updates, analyze trends and improve the Products. As between the Customer and Illumio, the Customer owns all worldwide right, title and interest in and to all the Customer Data, and Illumio will not obtain any ownership rights or interests therein. The Customer hereby grants to Illumio a non-exclusive, irrevocable, worldwide, royalty-free, perpetual, license and right to access, use, reproduce, process, analyze and store the Customer Data as is necessary to provide the Products hereunder. Notwithstanding anything to the contrary in the Master Subscription Agreement, the Customer Data in an anonymous and aggregated form in order to analyze use of and improve the Products. The Customer represents and warrants to Illumio that: (a) the Customer has all rights, power and authority that are necessary for the Customer's collection, use and processing of the Customer Data as contemplated by the Master Subscription Agreement; and (b) the Customer's use and provision of the Customer Data to Illumio pursuant to the Master Subscription Agreement will not breach any agreement between the Customer and any third party or violate any applicable local, state or federal laws, regulations, orders or rules.
- 6. <u>Ownership</u>. As between Illumio and the Customer, Illumio owns all worldwide right, title and interest in and to the Products, including all Intellectual Property Rights therein, and the Customer will not obtain any ownership rights or interests therein. No license is granted in the source code of any Products. The Customer will not delete or in any manner alter the copyright, trademark and other proprietary rights notices appearing on the Products as provided to the Customer by Illumio. The Customer will reproduce such notices on all authorized copies it makes of the Products.

7. <u>Customer Obligations</u>. The 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 the Customer with the Products. The Customer agrees to provide Illumio with feedback and comments and suggestions for improvements to the Products (the "Feedback") and all such Feedback is and will be the sole and exclusive property of Illumio. Illumio acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. The Customer will ensure that its Authorized Users comply with the terms and conditions of the Master Subscription Agreement, including the applicable Order Form. The Customer will promptly notify Illumio of any suspected or alleged breach of the Master Subscription Agreement; or (b) any action by Illumio to enforce the terms and conditions of the Master Subscription Agreement; or (b) any action by Illumio to enforce the terms and conditions of the Subscription Agreement. The Customer will, at all times, be responsible for all actions taken under an account of any Authorized User, whether such action was taken by an Authorized User or by another party, and whether such action was authorized by an Authorized User. The Customer is responsible for the security of credentials of each Authorized User, 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 or use of the Products. Illumio may, but shall not be required to, monitor use of any Product to determine the Customer's compliance with the Master Subscription Agreement.

# 8. <u>Confidentiality</u>.

- (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 Master Subscription 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, 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. Recipient's obligations under this Section will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser, except that Customer's obligations under this Section will continue in effect in perpetuity with respect to Illumio Materials.
- (b) The obligations of Recipient under Section 8(a) will not apply to any Confidential Information that: (i) is now or thereafter 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. <u>Illumio</u> recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
- (d) Upon termination of the Master Subscription 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 destruction or return by an authorized person.
- <u>Third Party Components</u>. 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://support.illumio.com/public under Open Source Software & Third Party Software Notices.
- 10. Indemnification.
  - (a) Subject to Section 10(b) hereof, Illumio will have the right to intervene to defend, indemnify and hold the Customer harmless from and against any damages, costs and expenses (including reasonable attorneys' fees and other professional fees) that are awarded against the Customer in a final non-appealable judgment or that are agreed to in settlement, to the extent based on a third-party claim that the Customer's use of the Products infringe or misappropriate any U.S. patent, copyright, or trade secret of any 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) the Customer's or an Authorized User's use of the Products other than in accordance with the Master Subscription Agreement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516. THE FOREGOING PROVISIONS OF THIS SECTION SET FORTH ILLUMIO'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND BY THE PRODUCTS OR ANY USE THEREOF.
  - (b) Reserved.
  - (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.

- 11. Limited Warranty. ILLUMIO WARRANTS THAT, DURING THE SUBSCRIPTION TERM, THE ON-PREMISES SOFTWARE PURCHASED BY CUSTOMER IN AN 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 SHALL SUBMIT A SUPPORT REQUEST (A "WARRANTY CLAIM") PURSUANT TO THE SUPPLEMENTAL TERMS FOR MAINTENANCE AND SUPPORT SERVICES TO WHICH ILLUMIO WILL RESPOND ACCORDINGLY. IN THE EVENT SUCH NON-CONFORMITY PERSISTS WITHOUT RELIEF FOR MORE THAN THIRTY (30) DAYS OF ILLUMIO'S RECEIPT OF A WARRANTY CLAIM, THEN CUSTOMER MAY TERMINATE THE AFFECTED PRODUCT AND ILLUMIO SHALL REFUND TO CUSTOMER ANY PREPAID SUBSCRIPTION FEES COVERING THE REMAINDER OF THE SUBSCRIPTION TERM FOR THE AFFECTED PRODUCT REMAINING 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 CUSTOMERS SOLE AND EXCLUSIVE RIGHTS AND REMEDIES, AND ILLUMIO'S SOLE AND EXCLUSIVE LIABILITY, IN CONNECTION WITH THIS WARRANTY.
- 12. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THE MASTER SUBSCRIPTION AGREEMENT OR THE USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING UNDER THIS MASTER SUBSCRIPTION AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE AMOUNTS PAID TO ILLUMIO BY CUSTOMER FOR THE PURCHASE ORDER(S) GIVING RISE TO THE LIABILITY. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT ILLUMIO HAS SET ITS FEES AND ENTERED INTO THIS MASTER SUBSCRIPTION AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN ILLUMIO AND THE CUSTOMER AND FORM A BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- <u>Data Processing</u>. The processing of personal data under this Master Subscription Agreement is governed by the attached Data Processing 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. Subject to the Customer's compliance with the terms and conditions of the Master Subscription Agreement, the Master Subscription Agreement will be in effect for as long as the Customer is licensed to use any Product pursuant to an Order Form. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Illumio shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. The initial subscription term for the use of each Product will be set forth in the Order Form (the "Initial Subscription Term"). The Initial Subscription Term maybe extended for consecutive additional subscription terms of one (1) year by both parties executing a new Purchase Order or option in writing (each, a "Renewal Subscription Term," and together with Initial Subscription Term, the "Subscription Term"), Upon termination of any Order Form or part thereof before end of the Subscription Term the Customer shall remain obligated to pay all Fees that may have become due before such expiration or termination of the Subscription Term. Upon any termination or expiration of the Master Subscription Agreement or any Order Form for any reason, all licenses granted to the Customer in the Master Subscription Agreement and in all Order Forms will terminate immediately and: (i) the Customer will (A) immediately cease use of the Products, and (B) promptly return to Illumio the On-Premises Software and Documentation and all copies and portions thereof, in all forms and types of media; (ii) each party will promptly destroy or return to the other party all Confidential Information of the other party in its possession or control; and (iii) the Customer will provide Illumio with an officer's written certification, certifying to the Customer's compliance with the foregoing. The rights and obligations of Illumio and the Customer contained in Sections 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16 and 17 will survive the expiration or termination of the Master Subscription Agreement.
- 15. <u>Affiliates</u>. Affiliates of the Customer may purchase Products by executing an Order Form referencing the then-existing Master Subscription Agreement by and between the Customer and Illumio, *provided* that the terms and conditions of such Master Subscription Agreement shall govern all such Order Forms and such Affiliate complies with such terms and conditions. The 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 Master Subscription Agreement with Illumio, in which case the Customer shall not be responsible or liable for the performance of such obligations.
- 16. <u>Miscellaneous</u>. The Products are "commercial items" (FAR 2.101), consisting of "commercial computer software" and "commercial computer software documentation" (FAR 12.212). If the Products are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212, the U.S. Government's rights in the Products will be only those specified in the Master Subscription Agreement. This Master Subscription Agreement will be governed by and construed in accordance with the Federal laws of the United States. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. The Customer may not assign or transfer the Master Subscription Agreement or any rights granted hereunder, by operation of law or otherwise, without Illumio's prior written consent, and any attempt by the Customer to do so without such consent will be void. Subject to the foregoing, the Master Subscription Agreement. Except as expressly set forth in the Master Subscription Agreement, the exercise by either party of any of its remedies under the Master Subscription Agreement will be without prejudice to its other remedies under the Master Subscription Agreement will be without prejudice to its other remedies under the Master Subscription Agreement will be without prejudice to its other remedies under the Master Subscription Agreement will be without prejudice to its other remedies under the Master Subscription Agreement will be without prejudice to its other remedies under the Master Subscription Regulation (GSAR) 552.203-71. All notices or approvals required or permitted under the Master Subscription 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 as may be specified by either party to the other in accordance with the Master Subscription Agreement. The applicable Order Form o

failure by either party to enforce any provision of the Master Subscription 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 Master Subscription Agreement will be effective only if in writing and signed by authorized representatives of both parties. Excusable delays shall be governed by FAR 52.212-4(f). In the event any of the provisions of this Master Subscription 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 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. This Master Subscription Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), 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 the Master Subscription Agreement and any Order Form, A negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Master Subscription Agreement. In the event of a conflict between the terms and conditions of the Master Subscription Agreement and any other agreement executed by the parties relating to the Products, the other agreement will control unless otherwise expressly set forth in the applicable Order Form that the other agreement is superseded or amended. The parties to the Master Subscription Agreement are independent contractors and the Master Subscription 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 Master Subscription 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 Master Subscription 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; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. "Confidential Information" of Illumio will include Illumio Materials.

"Customer Data" means any and all data used by the 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).

"Documentation" means the standard user documentation that Illumio delivers to the Customer with the Products.

"Error" refers to any material error or defect in the On-Premises Software that causes the On-Premises Software not to substantially conform in all material respects with its applicable Documentation.

"Error Corrections" means patches and bug fixes for the On-Premises Software 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 SaaS Services or the On-Premises Software, as specified in an Order Form.

"Maintenance and Support Services" means the maintenance and support services provided by Illumio and paid for by the Customer under the Master Subscription Agreement, in accordance with Illumio's then-current Maintenance and Support Services program, the current version of which is 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 the Customer under the Master Subscription Agreement, and including the Documentation.

"Order Form" means a written order form executed by the parties and referencing the Master Subscription Agreement by which the Customer purchases any Product.

"Products" means the SaaS Services, the On-Premises Software, the Maintenance and Support Services, the 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 the Master Subscription Agreement and the Order Form.

"SaaS Services" means the hosted Product offering specified in the Order Form to which the 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.

"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 Services, 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 the Master Subscription 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 Services

The following supplemental terms (the "**Supplemental Terms**") will apply to and govern the Customer's use of the SaaS Services, as applicable. The terms and conditions of the Master Subscription Agreement and the applicable Order Form are hereby incorporated by reference herein as if fully set forth herein. Capitalized terms not defined herein will have the meaning set forth in the Master Subscription Agreement.

## SaaS Services

To the extent set forth in the applicable Order Form and subject to the Customer's compliance with the terms and conditions of the Master Subscription Agreement, the applicable Order Form and these Supplemental Terms (including, without limitation, payment of applicable Fees), Illumio will provide (either on its own servers or through a third party hosting service provider) the Customer with the SaaS Services; and the Customer may access and use the SaaS Services solely for the Customer's internal business purposes for the Subscription Term set forth in the applicable Order Form.

#### **Customer Obligations**

The Customer acknowledges and agrees that the Customer's use of the SaaS Services is dependent upon access to telecommunications and Internet services. The 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 Services, 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.

### **Authorized Users**

The Customer will at all times be responsible for all actions taken under an account of any Authorized User, whether such action was taken by an Authorized User or by another party, and whether such action was authorized by an Authorized User. The Customer is responsible for the security of credentials of each Authorized User, 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 or use the SaaS Services.

# Restrictions

The Customer will not interfere with or disrupt the SaaS Services or attempt to gain access to any systems or networks that connect thereto (except as permitted to access and use the SaaS Services). The Customer will not: (a) copy, modify or reverse engineer the SaaS Services; or (b) rent, lease, sell, resell or otherwise provide access to the SaaS Services on a time-share or Hosted Service bureau basis. The Customer will not access or use (or permit a third party to access or use) the SaaS Services for purposes of monitoring the availability, performance or functionality of the SaaS Services or for any other benchmarking or competitive purposes. In addition, the Customer will not publish, or use, for non-internal purposes, any reports that are generated either by, or for, the Customer through use of the SaaS Services, without the express written permission of Illumio.

# **Customer Data**

The Customer will provide the Customer Data to Illumio in such format and by such method as agreed to by the parties in the Order Form. The Customer acknowledges and agrees that the Customer and the Customer's Authorized Users' use of the SaaS Services are conditioned upon the Customer's provision of the Customer Data to Illumio in accordance with the foregoing. To the extent Illumio stores any Customer Data, Illumio will make commercially reasonable efforts to follow its standard archival procedures for the storage of Customer Data. In the event of any loss or corruption of the Customer Data, Illumio will use its commercially reasonable efforts to restore the lost or corrupted the Customer Data from the latest backup of such Customer Data maintained by Illumio. Illumio will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of the Customer Data caused by any third party. ILLUMIO'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION WILL CONSTITUTE THE SOLE LIABILITY OF ILLUMIO AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA IN CONNECTION WITH THE SAAS SERVICES.

### Security

We use reasonable security procedures and technical and organizational measures to protect against accidental or unlawful destruction, loss, disclosure or use of personal data we handle. Our network and systems used to provide services are governed by corporate Information security policies, which are based upon standards, including International Organization for Standardization (ISO) 27001 and National Institute of Standards and Technology (NIST). We limit access to and use of your personal data to authorized persons and trusted third parties who have a reasonable need to know the information in order to perform our services and business operations and who are bound by confidentiality obligations.

# Exhibit B

### Supplemental Terms - On-Premises Software

The following supplemental terms (the "**Supplemental Terms**") will apply to and govern the Customer's use of the On-Premises Software. The terms and conditions of the Master Subscription Agreement and the applicable Order Form are hereby incorporated by reference herein as if fully set forth herein. Capitalized terms not defined herein will have the meaning set forth in the Master Subscription Agreement.

### License

To the extent set forth in the applicable Order Form and subject to the Customer's compliance with the terms and conditions of the Master Subscription Agreement and these Supplemental Terms (including, without limitation, payment of the applicable Fees), Illumio grants to the Customer a nonexclusive, revocable, limited, non-transferable, non-assignable, non-sublicensable, license during the Subscription Term set forth in the applicable Order Form to install and use the On-Premises Software in the Licensed Configuration set forth in the applicable Order Form solely on servers and equipment owned or controlled by the Customer solely for the Customer's own business purposes and not for any other purpose.

## Restrictions

The Customer has no right to and will not transfer, sublicense or otherwise distribute the On-Premises Software to any third party. Except as expressly authorized in these Supplemental Terms, the Customer will not copy the On-Premises Software, in whole or in part. The Customer will not modify or lease, lend or rent the On-Premises Software, make the On-Premises Software available on a service bureau, time sharing, rental, application services provider, hosting or other computer services basis to third parties, or otherwise make the functionality of the On-Premises Software available to third parties. The Customer acknowledges that the On-Premises Software constitutes and contains trade secrets of Illumio and its licensors and, in order to protect such trade secrets and other interests that Illumio and its licensors may have in the On-Premises Software, the Customer agrees not to disassemble, decompile or reverse engineer the On-Premises Software nor permit any third party to do so. The Customer's rights in the On-Premises Software are limited to those expressly granted herein. Illumio reserves all rights and licenses in and to the On-Premises Software not expressly granted to the Customer under these Supplemental Terms.

# Authorized Users

The Customer will, at all times, be responsible for all actions taken under an account of any Authorized User, whether such action was taken by an Authorized User or by another party, and whether such action was authorized by an Authorized User. The Customer is responsible for the security of credentials of each Authorized User, 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 or use the On-Premises Software.

## Illumio Access

For the purpose of implementing the On-Premises Software on the Customer's servers, Illumio may require access to the Customer's servers and systems where the On-Premises Software is to be installed, and the Customer will grant access to Illumio for such limited purpose as long as Illumio complies with Customer's security requirements. Upon completion of the implementation, the 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 (the "**Supplemental Terms**") will apply to and govern the Customer's receipt of Maintenance and Support Services. The terms and conditions of the Master Subscription Agreement and the applicable Order Form are hereby incorporated by reference herein as if fully set forth herein. Capitalized terms not defined herein will have the meaning set forth in the Master Subscription Agreement.

## **Maintenance and Support Services**

During the Subscription Term and to the extent set forth in the applicable Order Form, the Customer will receive 24/7 support for all maintenance releases and Updates via its support website, email and telephone. The 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 the Customer's responsibility to ensure that these individuals are properly trained to use the Product. In order for Illumio to effectively resolve any issues, the Customer will provide reasonable access to all necessary personnel to answer relevant questions. On request, the Customer will provide access for online diagnostics of the Product during Error diagnosis. The 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 the 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. The 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 the 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 endeavor to 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 (the "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. Capitalized terms not defined herein will have the meaning set forth in the Master Subscription 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 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 Master Subscription 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 as long as Illumio complies with Customer's security requirements. 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 as long as Illumio complies with Customer's security requirements. 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).

#### Acceptance

Except as otherwise expressly set forth in any Order Form, the Professional Services shall be deemed accepted upon the completion thereof, and such Professional Services shall not be subject to any acceptance testing or other similar acceptance requirements.

### Fees; Expenses

For performance of the Professional Services, the Customer will pay Illumio the applicable Fees in arrears within thirty (30) days of the invoice receipt date. Customer agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Customer shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

### Term; Termination

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Illumio shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Customer shall be liable for payment of all Fees, costs and expenses up to the effective date of termination for (i) any completed, or partially completed Professional Services; (ii) any reasonable committed costs or expenses; (iii) any non-refundable travel costs including visa costs and related expenses. All Confidential Information of the other party provided in connection with this Master Subscription Agreement in the possession of such party shall, subject to any legal retention rights and upon request of the other party be returned to the disclosing party or destroyed with certification of such destruction from an individual of authority to bind the respective party.

## Illumio Materials

Customer agrees that Illumio shall own (and Customer hereby assigns to Illumio) all Illumio Materials and that Illumio, in its sole discretion, shall have the right to license the Illumio Materials or any portion thereof into products or services for use by other licensees or customers of Illumio. At Illumio's request and expense, Customer shall assist and cooperate with Illumio in all reasonable respects and shall execute documents, give testimony and take such further acts reasonably requested by Illumio to acquire, transfer, maintain, perfect and enforce Intellectual Property Rights and other legal protection for the Illumio Materials. Subject to the terms and conditions of the Master Subscription Agreement, Illumio grants to Customer a worldwide, non-exclusive, non-transferable, non-sub-licensable, revocable license to the Illumio Materials solely for Customer's internal business purpose. Customer shall not, without the written consent of Illumio, (a) use the Illumio Materials except as expressly authorized in the Master Subscription Agreement; (b) copy the Illumio Materials (except for reasonable backup purposes); (c) modify, adapt, or create derivative works of the Illumio Materials; (d) rent, lease, loan, resell, transfer, sublicense (including but not limited to offering any of the functionality of the Illumio Materials on a service provider, hosted or time sharing basis) or distribute the Illumio Materials to any third party; (e) decompile,

disassemble or reverse-engineer the Illumio Materials or otherwise attempt to derive the Illumio Materials source code; or (f) authorize any third parties to do any of the above. For the avoidance of doubt, Illumio Materials shall not include any Products and any Products shall be separately licensed pursuant to the Master Subscription Agreement.

# Exhibit E

#### **Supplemental Terms - Training Services**

The following supplemental terms (the "**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 (as defined below) provided to Customer. Capitalized terms not defined herein will have the meaning set forth in the Master Subscription 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 Master Subscription Agreement. Changes to an Order Form for Training Services will only be accepted in writing. If for any reason Customer wishes to reschedule Training Services, the request must be received at least three(3) 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 less than three (3) 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. All Training Services must be registered and attended during the Delivery Period.

### Miscellaneous

For on-site Training Services, the 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 utilized as a classroom, it should be located in an area that affords minimal external distractions and noise.

# Exhibit F

#### Supplemental Terms - Data Processing

The following supplemental terms (the "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 the Customer in connection with the delivery of the Products. Capitalized terms not defined herein will have the meaning set forth in the Master Subscription 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 may 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, the Customer is the data controller and Illumio is the data processor. Illumio shall strive to comply with their respective obligations under. The Ordering Activity does not agree to be bound by European Union law and regulations, European Data Protection Law, or the EU GDPR, and expressly disclaims any EU Personal Data obligations. Ordering Activity agrees to comply with personal data obligations required by United States law. As it relates to EU Personal Data, the parties hereby agree: (a) Illumio shall only process EU Personal Data upon instructions from Customer, including those in the Master Subscription 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 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, Illumio will use reasonable efforts to assist Customer in responding to requests by data subjects to exercise data subject rights. Taking into account the nature of the processing and information available to Illumio, Illumio will use reasonable efforts to assist the Customer in ensuring compliance with Customer's obligations under United States Data Protection Law, including: (a) implementing appropriate 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 the 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; and (e) assisting Customer in its consultation with regulators, as appropriate and at Customer's expense.

## Return

Upon receipt of Customer's written request, Illumio shall return EU Personal Data or close Customer's account and delete all EU Personal Data.

#### 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, the Customer instructs Illumio to: (a) process the EU Personal Data in accordance with the Master Subscription 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 the 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 Master Subscription 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 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 Master Subscription Agreement related to data p

Appendix 1

Data exporter	The data exporter is the Customer legal entity named above and its affiliates.	
Data importer	The data importer is Illumio, Inc. and its affiliates, a provider of network security product and services.	
Data subjects	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.	
Categories of data	The data exporter may submit personal data to the Products, the extent of which is determined by the data	
	exporter. This may include:	
	• device identifiers, IP addresses, firmware versions, operating system, time zone, language, MAC addresses, and	
	other information about computing systems, applications, and networks;	
	<ul> <li>names, emails, age, gender, phone numbers, photographs;</li> </ul>	
	<ul> <li>information about activity on computing systems, applications, and networks;</li> </ul>	
	• file and communications content and metadata, Antivirus and other malware statistics and files;	
	<ul> <li>system logs and traffic, including URLs; and</li> </ul>	
	• information provided to us 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.	
Special categories of data	Not applicable	
Processing operations	Providing maintenance and technical support.	
	Providing Updates and Upgrades.	
	Addressing security and business continuity issues.	
	Analyzing and improving the Products.	
	Enforcing the legal terms that govern the Products.	
	Comply with law and protect rights, safety and property.	
	<ul> <li>Other purposes requested or permitted by Customers or Authorized users, or as reasonably required to perform Illumio's business.</li> </ul>	