

General terms and conditions for professional services

Effective Until September 29 2026

The following general terms and conditions for professional services (the “**Service Terms**”) govern the professional services delivered by Illumio, Inc., a Delaware corporation (the “**Company**”), to Customer (“**Customer**”) pursuant to one or more Statements of Work (as defined below). The Service Terms, together with each Statement of Work, form the entire agreement between the parties related to Services. Each Statement of Work is subject to the Service Terms posted at <https://www.illumio.com/legal/pstc> as of the effective date of the Statement of Work. Past versions of the Service Terms are available at the bottom of this page.

1. **Services.** From time to time, Company and Customer may execute statements of work or order documents that describe the specific professional services to be performed by Company (each, a “**Statement of Work**”). Each Statement of Work will expressly refer to the Service Terms, will form a part of the Service Terms, and will be subject to the provisions hereof. A Statement of Work may be amended only by written agreement of the parties. Company will perform the services specified in each Statement of Work (the “**Services**”) in accordance with the Service Terms and each Statement of Work. In connection with each Statement of Work, Customer will: (a) provide qualified personnel who are capable of performing Customer’s duties and tasks under the Statement of Work; (b) provide Company with access to Customer’s sites and facilities during Customer’s normal business hours and/or as otherwise reasonably required by Company to perform Services; (c) provide Company with such working space and office support (including access to telephones, photocopying equipment, and the like) as Company may reasonably request; and (d) perform Customer’s duties and tasks under the Statement of Work, and such other duties and tasks as may be reasonably required to permit Company to perform the Services. Customer will also make available to Company any data, information and any other materials required by Company to perform Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work (the “**Customer Materials**”). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete. Each party will designate in each Statement of Work one or more individuals who will serve as the point(s) of contact between the parties for all matters relating to Services to be performed thereunder. A party may designate new contacts by written notice to the other party. Company is performing Services as an independent contractor and nothing in this Agreement will be construed as establishing an employment, agency, partnership or joint venture relationship between Customer and Company or any Company personnel. Company has no authority to bind Customer by contract or otherwise. Company acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. Company is solely responsible for all taxes, expenses, withholdings and other similar statutory obligations arising out of the relationship between Company and its personnel and the performance of Services by such personnel.

2. **Payment.** For Company's performance of Services, Customer will pay Company fees calculated in accordance with the terms set forth in the applicable Statement of Work. In addition, Customer will reimburse Company for all reasonable and customary travel, lodging and other related expenses incurred by Company or its personnel in connection with the performance of Services. At Customer's request, Company will provide Customer with receipts and other customary documentation for all such expenses. Unless otherwise stated in a Statement of Work, Company will invoice Customer on a monthly basis for all applicable fees and expenses based on Services performed by Company during the preceding month. Customer will pay each such invoice no later than thirty (30) days after Customer's receipt thereof. Any invoice not paid within such thirty (30) day period will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower. All fees, expenses and other amounts payable to Company hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which will be the sole responsibility of Customer (excluding any taxes based on Company's net income). Customer will promptly reimburse Company for any such amounts that Company pays on Customer's behalf. All prepaid Services must be redeemed within twelve (12) months from the effective date of the applicable Statement of Work. At the end of the twelve (12) month period, any remaining pre-paid Services will expire and no refund will be provided for any remaining pre-paid unused fees for such Services.

3. **Ownership.** Subject to Customer's rights in Customer Materials, Company will exclusively own all rights, title and interest in and to any software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Company or its personnel in connection with performing Services, including any modifications, customizations, enhancements or extensions to any such software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials (the "**Company Materials**"). As between Company and Customer, Customer will exclusively own all rights, title and interest in and to the Customer Materials, including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights therein. Nothing in this Agreement will be deemed to restrict or limit Company's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party.

4. **Confidential Information.** As used herein, "**Confidential Information**" means: (a) Customer Materials and Company Materials; (b) any business or technical information that a party discloses to the other party and designates as "confidential" or "proprietary" at the time of disclosure; and (c) any information that, due to its nature or under the circumstances of its disclosure, the receiving party knows or has reason to know should be treated as confidential or proprietary, provided that "Confidential Information" does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without restrictions on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully received by the receiving party from a third party, who has the right to provide such information and who provides it without restrictions on use or disclosure. Each party will not use any Confidential

Information disclosed by the other party except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section. Each party will employ all reasonable steps to protect all Confidential Information disclosed by the other party from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing such Confidential Information: (A) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (B) to its legal or financial advisors; (C) as required under applicable securities regulations; and (D) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

5. Warranty. Company warrants that the Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. As Customer's sole and exclusive remedy and Company's entire liability for any breach of the foregoing warranty, Company will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Services. THE EXPRESS WARRANTIES IN THIS SECTION ARE IN LIEU OF, AND COMPANY DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

6. Indemnification. Each party will defend, at its expense, any action brought against the other party by a third party to the extent that it is based upon a claim for bodily injury, personal injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against the indemnified party (or are payable in settlement by the indemnified party); provided that the indemnified party: (a) promptly notifies the indemnifying party in writing of the claim; (b) grants the indemnifying party sole control of the defense and settlement of the claim; and (c) provides the indemnifying party, at the indemnifying party's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The indemnifying party will have no obligation under this Section to the extent any claim is based on the negligent acts or willful misconduct of the indemnified party or its personnel.

7. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE TERMS OR THE

SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF COMPANY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO COMPANY BY CUSTOMER UNDER THE STATEMENT OF WORK GIVING RISE TO ANY LIABILITY HEREUNDER.

8. Term; Termination. This Agreement will commence on the effective date of the initial Statement of Work and, unless terminated earlier in accordance with the terms hereof, will remain in force and effect for as long as Company is performing Services pursuant to any Statement of Work. Either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of the Service Terms or Statement of Work and fails to cure such breach within thirty (30) days after receipt of written notice thereof. Upon the expiration or termination of the final Statement of Work: (a) Company will promptly return to Customer all Customer Materials and Customer will promptly return to Company all Company Materials; (b) each party will promptly return to the other party all Confidential Information of such party in its possession or control; and (c) Customer will pay all accrued and unpaid fees and expenses. The rights and obligations of the parties contained in Sections 2, 3, 4, 6, 7, 8, and 9 will survive the expiration or termination of this Agreement or any Statement of Work.

9. General. Customer may not assign the Service Terms or any Statement of Work without prior written consent of Company. Subject to the foregoing, the Service Terms and each Statement of Work will bind and benefit the parties and their respective successors and assigns. The exercise by either party of any of its remedies under the Service Terms will not be deemed an election of remedies and will be without prejudice to its other remedies under the Service Terms or available at law or in equity or otherwise. The Service Terms and each Statement of Work will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising thereunder will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein. If any provision of the Service Terms or any Statement of Work is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions thereof will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. All notices required or permitted under the Service Terms or any Statement of Work will be in writing, will reference the applicable Statement of Work, and will be deemed given: (a) when delivered personally; (b) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) upon confirmation of receipt of email sent to the individual(s) identified by the party receiving notice as the individual(s) who will serve as the point(s) of contact for the party receiving notice. All such notices will be sent to the addresses as may be specified by either party to the other party in accordance with this Section. The failure by either party to enforce any provision of the Service Terms or any Statement of Work will not constitute a waiver of future enforcement of that or any other provision. The Service Terms, together with all Statements of Work, constitutes the complete and exclusive agreement of the parties with respect to its subject

matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. In the event of a conflict or inconsistency, the terms and conditions of the Service Terms will take precedence over the terms and conditions of any Statement of Work. Any waiver, modification or amendment of any provision of the Service Terms or Statement of Work will be effective only if in writing and executed by the parties hereto. Neither party will be responsible for any failure or delay in its performance under the Service Terms (except for the payment of money) 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, acts of terror, riot, acts of God or governmental action.