

## PARTNER AGREEMENT

This Partner Agreement (the “**Agreement**”) is a legal agreement entered into by and between the partner (the “**Partner**”) identified on an applicable Managed Service Provider (“**MSP**”), Managed Service Provider Plus (“**MSPP**”), and/or Reseller Addendum (each an “**Addendum**”) and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and is effective on the date the Addendum is executed by Partner and countersigned by Arctic Wolf and governs Partner’s sale of the Solutions (as defined herein) to a customer. This Agreement shall include and incorporate by reference any applicable additional terms and conditions set forth in the order form (the “**Order Form**”), the applicable Addendum, Program Guide (as defined below), and any URL terms referenced therein (the “**Terms**”). Any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Order Form, Program Guide, the applicable Addendum, or Terms. In the event of a conflict between the terms of this Agreement with the Order Form, the applicable Terms, or the Addendum, or Program Guide, the following order of precedence shall apply: the Order Form, the Addendum, the Agreement, the Program Guide (as defined below), and the Terms.

BY EXECUTING THE ADDENDUM OR AN ORDER FORM OR BY DELIVERING A PURCHASE ORDER OR OTHER PURCHASE CONFIRMATION TO ARCTIC WOLF, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTIONS, OR CLICKING AN “I ACCEPT” OR “CONTINUE” BUTTON ASSOCIATED WITH THIS AGREEMENT, PARTNER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THIS IS A BINDING AGREEMENT AND PARTNER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS ARCTIC WOLF’S OFFER TO LICENSE OR SELL THE SOLUTIONS PURSUANT TO THE TERMS HEREIN. AN ADDENDUM WILL BE CONSIDERED ACCEPTED BY ARCTIC WOLF WHEN COUNTERSIGNED BY ARCTIC WOLF, WHETHER MANUALLY OR ELECTRONICALLY. AN ORDER FORM WILL BE DEEMED ACCEPTED BY ARCTIC WOLF UPON DELIVERY OF THE SOLUTIONS TO PARTNER OR THE CUSTOMER, AS APPLICABLE. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE PARTNER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTNER; AND (B) YOU ARE OVER 18 YEARS OLD. IF PARTNER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT ACCEPT THE ORDER FORM, ISSUE A PURCHASE ORDER OR OTHER CONFIRMATION, REGISTER OR OTHERWISE USE THE SOLUTIONS.

### 1. APPOINTMENT AND AUTHORITY OF PARTNER

**1.1 Appointment; Rights Granted.** As of the date of signature by the parties or other acceptance (if click-through) (the “**Effective Date**”) and subject to this Agreement which may be updated from time to time and posted at <https://arcticwolf.com/terms/MPA/>, as evidenced by an updated “Last Updated Date”, Arctic Wolf authorizes and appoints Partner the reseller rights set forth below and in the Order Form, Terms, and applicable partner program guide (the “**Program Guide**”) which may be provided and updated by Arctic Wolf from time to time or otherwise made available to Partner. Partner may not appoint other partners, resellers, or distributors, nor offer or sell any rights to use Arctic Wolf Solutions other than as explicitly authorized in this Agreement. The Program Guide contains general information about Arctic Wolf’s Partner Program and describes the Program requirements and benefits. The Program Guide is incorporated into this Agreement by this reference.

**1.2 Scope.** Subject to the terms and conditions of this Agreement and compliance therewith, Arctic Wolf grants Partner the non-exclusive, non-transferable license to purchase the specific products and services from Arctic Wolf as specified in an Order Form and referencing and incorporating this Partner Agreement (“**Solutions**”) and to distribute such Solutions to Partner’s customers (“**Customer(s)**”). A Solution may consist of hardware equipment (“**Equipment**”), a cloud service offering (“**Service**”) and/or software (“**Software**”) as specified on the Order Form, including any third-party products incorporated therein. Unless otherwise agreed by Arctic Wolf in writing, Arctic Wolf will be responsible for shipping Equipment to an end user. Each Solution is provided on a subscription basis for a set term designated on the Order Form (each, a “**Subscription Term**”). Arctic Wolf at its sole discretion, reserves the right, upon at least thirty (30) days prior written notice to Partner, to modify pricing and discounts associated with the Solutions or to discontinue the manufacture, sale or provision of any Solutions at any time; however, should Arctic Wolf discontinue the manufacture, sale, or provision of any Solution, Arctic Wolf will continue to service any existing subscription for the applicable Solution through the Subscription Term (as defined on the applicable Order Form) or as otherwise agreed with Customer. Except for one-time onboarding related to certain Solutions as contemplated in Section 3 of the SA (as defined in Section 1.4 below), all other Solutions are made available by license, not sold, notwithstanding the use of the terms “sell” or “resell” in this Agreement. “**Documentation**” means user manuals, training materials, product descriptions and specifications and other printed information, as may be updated from time-to-time, relating to the Arctic Wolf Solution, as in effect and generally available from Arctic Wolf, expressly excluding marketing and sales collateral and materials. Some Software, including all third-party software and any open-source software made available with or as part of the Solutions, are governed by separate license terms which will be provided by Arctic Wolf upon request.

**1.3 Partner Services.** Partner may provide certain support and professional services related to the Solutions (“**Partner Services**”) as more fully described in the applicable Addendum, provided Partner is in continued compliance with the Order Form, applicable Terms and Program Guide. If Partner ceases to be in compliance with the Order Form, applicable Terms, and Program Guide, Arctic Wolf may notify Partner that it is prohibited from providing Partner Services and, upon receipt of such notice, Partner will immediately cease providing Partner Services until such breach is cured in accordance with Section 5.1 herein or the Agreement is terminated.

**1.4 End User License Agreement.** Partner acknowledges and agrees that Customer’s Subscription to the Solutions is subject to (i) for sales as a reseller, Customer’s agreement to the applicable Arctic Wolf product or services agreement(s) pertaining to the specific Solution(s) reflected on the Order Form and found at <https://arcticwolf.com/terms/>, as such agreements may be updated from time-to-time (the “**Product Agreement**”), and referenced on Partner’s purchasing document with Customer and including specifically, as applicable, the Solutions Agreement (“**SA**”), IR JumpStart Retainer Agreement, and Cyber JumpStart Portal Subscription Agreement, (ii) for sales as a managed service provider plus Partner, Partner’s agreement to the SA and/or any such other applicable Product Agreement pertaining to specified Solutions, and with respect to IR JumpStart Retainer Offering, the End User’s agreement to the IR JumpStart Retainer Agreement and all terms therein, by referencing the applicable Product Agreement (<https://arcticwolf.com/terms/>) on Partner’s ordering document to the End User, or (iii) for sales as a managed service provider Partner, Partner’s agreement to the SA and IR JumpStart Retainer Agreement, and any such other referenced and/or applicable Product Agreement(s) pertaining to specified Solutions. As an MSPP and MSP, such Partner will execute its own agreement for the delivery of the Managed Detection and Response, Managed Risk, and Managed Security Awareness Solutions with the End User that, at a minimum, includes contractual provisions that are materially no less protective of Arctic Wolf’s rights than those contained in Arctic Wolf’s then-current SA. To the extent Partner’s terms are less restrictive than those set forth herein, Partner understands and agrees that it will have liability to an End User related to such obligations and liabilities. For the avoidance of doubt, and as set forth in this Section 1.4, Partner understands that Arctic Wolf may require that Customers acknowledge and agree to Arctic Wolf’s applicable Product Agreements and/or any such other terms and conditions as part of the registration or installation process. Partner is the Customer for any internal purchase of the Solutions by Partner or use of the Products for use and access by Partner for its own internal business use and the SA will apply to any such use and access by Partner.

**1.5 Government Flow-Downs.** Arctic Wolf does not accept any additional or modified government flow-down provisions, including SLED or Federal Acquisition Regulation (“FAR”) and its supplements or any such other similar government or public sector contractual terms (collectively, “Government

Flow Downs”), notwithstanding existence of such provisions on Partner’s purchase orders or supplementary documentation or Arctic Wolf’s acceptance of such purchase orders or other documentation. This Agreement shall not be construed by Partner as a representation that Arctic Wolf will furnish supplies or information needed by Partner to fulfill Partner’s Government Flow Downs obligations under any such bid or other directly held commercial contract of sale intended to result in a specific purchase order being issued with a dollar commitment to meet a named public entity’s specific business requirements. Partner is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and Partner is not receiving federal funds to purchase the Solutions. If Partner intends to rely on Arctic Wolf Solutions to fulfill its obligations under a federal prime contract or subcontract or utilize or receive federal funds to purchase the Solutions, Partner agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement or reject the Customer opportunity. Arctic Wolf Technology is a “commercial item”, “commercial computer software” and “commercial computer software documentation,” pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

## **2. ORDERS, FEES AND PAYMENT, AUDIT**

**2.1 Orders.** Partner will initiate purchases for the Solutions with Arctic Wolf in accordance with the applicable Terms and/or Program Guide.

**2.2 Fees and Payment.** Partner will pay, as applicable, Arctic Wolf following the date of invoice in accordance with the payment terms set forth on the Order Form, or if silent, as set forth in the Program Guide, or the distribution partner in accordance with their agreed upon terms. Except as otherwise provided herein, all fees are payable are non-cancelable and non-refundable. EXCEPT AS REQUIRED BY APPLICABLE LAW, INCLUDING APPLICABLE FOREIGN CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION OF AN ORDER FORM BY PARTNER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING.

**2.3 Audit and Records.** During the Term (as defined in Section 5.1 herein) and for a minimum of two (2) years thereafter, Partner will maintain complete and accurate books, records and accounts relating to the distribution or resale of the Solutions. Partner will permit Arctic Wolf, or an independent third-party auditor selected by Arctic Wolf, to inspect Partner’s premises, books, records, products and/or accounts upon Arctic Wolf’s reasonable request and in a manner that will not unreasonably interfere with normal business operations to confirm Partner’s compliance with this Agreement. The results of an audit are Confidential Information of Partner.

## **2.4 Taxes.**

**2.4.1. Indirect Taxes.** Partner will pay to Arctic Wolf any sales or use tax, whether federal, state, or local, imposed on or arising out of the delivery of the Solutions to Partner by Arctic Wolf including sales tax, use tax, VAT, GST, HST or similar taxes (“**Indirect Taxes**”). If Partner is required to pay any Indirect Taxes, Partner shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Partner will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. Partner acknowledges and agrees that unless Partner provides a valid sales or use tax exemption prior to or simultaneously with its purchase of the Solutions from Arctic Wolf, Arctic Wolf will apply applicable Indirect Tax on invoice and remit such tax to the appropriate taxing authority. Arctic Wolf will have no obligation to Partner to retroactively adjust the invoice or refund any sales or use tax collected related to any Order Forms issued by Arctic Wolf to Partner prior to the submission of any valid sales or use tax exemption. Partner is solely responsible for paying any and all taxes due and owing as a result of Partner’s provision of the Solutions to its Customers and for any taxes (including social security, employment and income) required by any federal, state, or local law or regulation pertaining to Partner’s personnel.

**2.4.2. Withholding Taxes.** In the event that Partner is prohibited by law from making payments hereunder unless Partner deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Partner shall pay and remit such taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Partner will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. Partner shall promptly furnish Arctic Wolf with a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made hereunder, including taxes on any additional amounts paid.

**3. WARRANTIES.** With respect to the Solutions, Arctic Wolf makes only those limited warranties made directly to Customers as set forth in its Product Agreements and no warranty is extended to Partner or any third party, unless otherwise specified in the Terms to this Agreement or as otherwise required by applicable law, including any Partner rights under applicable foreign consumer protection laws. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED AND/OR CONTEMPLATED HEREUNDER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PARTNER ACKNOWLEDGES AND AGREES THAT ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, DO NOT WARRANT THAT THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED HEREUNDER WILL MEET PARTNER OR ITS CUSTOMERS’ REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, DO NOT MAKE ANY WARRANTY AS TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED HEREUNDER.

## **4. ADDITIONAL OBLIGATIONS OF PARTNER**

**4.1 Data Protection.** If a party provides the other party with personal information concerning Customers, Customer’s end users, prospects or employees, each party will only use the information in connection with the purposes outlined in this Agreement, or as otherwise indicated at the time a party receives such information (the “**Intended Purposes**”). Neither party will deliver, disclose or otherwise make such personal information available to the other party, or its authorized distributor partner (as applicable), except as required for the Intended Purposes and unless the party has consented to such disclosure and/or has obtained all necessary consents required from the subjects to whom the personal information relates. With respect to Arctic Wolf, the information may be maintained in data centers in the United States, Canada, Germany, Australia, or in other parts of the world and the information may be accessed by Arctic Wolf’s global personnel and authorized third parties as required for its business purposes and Partner consents to the aforementioned transfer and access of such information. Partner agrees to comply with all applicable laws, including but not limited to privacy and data protection laws, provide all relevant notices, and gives consent and will obtain any other necessary consent required to share the information with Arctic Wolf and its authorized third parties for the Intended Purposes. Both parties shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to, or unauthorized destruction of personal information, and the unlawful access to or processing of personal information. Partner acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement (if any): (i) Non-European Data Protection Legislation or consumer laws may apply; and/or (ii) the European Data Protection Legislation may apply. Neither Partner nor

Arctic Wolf will be acting as the other party's processor in connection with this Agreement. The terms "processing" and "personal data" as used in this Section 4.1 have the meanings given in the European Data Protection Legislation or other applicable data privacy law.

**4.2 Covenants.** Partner acknowledges and agrees: (i) to abide by the terms and conditions of, to perform its obligations pursuant to and to meet the requirements set forth in, this Agreement, the Order Form, and the applicable Terms; (ii) that it has the corporate authority to enter into and perform under this Agreement, without violation of any of its obligations to third parties; (iii) to represent the Solutions accurately and fairly, to avoid any misleading or unethical business practices, (iv) to at all times comply with all applicable laws and regulations, including, without limitation, all privacy and Trade Control (as defined in Section 4.4) laws and regulations and the U.S. Foreign Corrupt Practices Act (the "**FCPA**") as provided in Section 4.3 and 4.4 below; (v) to not export, reexport, or transfer the Solutions unless specifically authorized by Arctic Wolf; (vi) to use the Arctic Wolf Technology solely for the purposes acting as a reseller or managed service provider; and (vii) to not compete with Arctic Wolf as a provider of the Solutions to the extent permitted by applicable competition laws.

**4.3 Anti-corruption.** In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the FCPA. Partner will not (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause Arctic Wolf to violate the FCPA, the UK Bribery Act, or other applicable foreign anti-corruption laws or regulations. Partner will not, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if Partner or any partner, officer, director, employee, agent, representative or shareholder of Partner knows or has reason to suspect or know that any part of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the above-identified persons or organizations. Partner acknowledges and agrees that none of Partner's officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and Partner agrees to immediately notify Arctic Wolf should the foregoing change during the term of this Agreement. Partner agrees not to export, re-export, provide, or transfer Arctic Wolf products or Confidential Information to any country, location, person, or entity prohibited under U.S. export controls or economic sanctions regulations, including to any U.S. embargoed country or region (currently, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine) or governments or governmental instrumentalities of these countries, wherever located; to any person or entity identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions; to any end user with knowledge or reason to know that the Arctic Wolf Products will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes; or to any person with knowledge or reason to know that they will export, re-export, provide, or transfer the Arctic Wolf Products or any Confidential Information other than in compliance with the foregoing restrictions as updated from time to time. Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and Partner will not make any claim to the contrary (Arctic Wolf is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence). Upon Arctic Wolf's request, Partner will require that any of its subcontractors, consultants, agents or representatives agree in writing to comply with substantially similar representations as contained in this Section 4.3.

**4.4 Trade Controls.** Partner understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Partner's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Partner shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). Partner represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Partner shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. In the event Arctic Wolf consents to Partner's shipping of Equipment to the end user, Partner will, upon request by Arctic Wolf, complete and provide and/or obtain from the end user an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls.

## **5. TERM AND TERMINATION**

**5.1 Term and Termination of Agreement.** This Agreement will continue in force for an initial term of one (1) year from the Effective Date and will automatically renew thereafter in one (1) year increments (the "**Term**") unless (i) a party provides the other party with sixty (60) days prior written notice of non-renewal prior to the expiration of the then-current Term or (ii) if otherwise earlier terminated in accordance with the terms of this Agreement. A Party may terminate this Agreement or an Order Form for cause: (i) if the other Party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such material breach from the non-breaching Party; (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favorably resolved within sixty (60) days; or (iii) immediately, without notice, by Arctic Wolf in the event Partner is in breach of Sections 4.2 or 6.2.

**5.2 Term and Termination of Order Form(s).** Each Order Form will continue in force for the Subscription Term set forth therein and, with respect to resale transactions, unless otherwise earlier terminated by Customer in accordance with the terms of the Product Agreement in place between Arctic Wolf and the Customer. Unless otherwise provided on an Order Form, an Order Form will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term at the then-current price at the time of renewal. Either party may terminate an Order Form at the end of the Subscription Term identified therein by providing the other party written notice of termination sixty (60) days prior to the expiration of the then-current Subscription Term, unless earlier terminated as provided in this Section 5. For Solutions having a month-to-month Subscription Term, the effective date of termination will be the last day of the Subscription Term immediately after the 60-day notification period. As a matter of example, if notification of termination is provided on the 15th of September, the effective date of termination for the Subscription Term will be the 30th of November. With respect to any Order Form, Partner will have no right to termination for convenience during the Subscription Term.

**5.3 Effect of Termination.** Upon termination of this Agreement: (a) Partner shall discontinue all further promotion, marketing and support of the Solutions, and shall cease all display, advertising and use of all the Marks (as defined below) and will not thereafter use, advertise or display any such Marks; (b) Partner shall promptly return all Arctic Wolf's advertising matter and other printed materials or Documentation in its possession or under its control, and all Confidential Information of Arctic Wolf's (however stored), except that Partner may destroy any copies of the Confidential Information maintained on a hard drive or other electronic form; (c) in the event of termination by Arctic Wolf due to breach by Partner, the due date of all outstanding invoices for the Solutions shall automatically be accelerated and become immediately due and payable; (d) all orders not previously accepted by Arctic Wolf as of the effective date of termination may be cancelled by Arctic Wolf, at its option; (e) upon Arctic Wolf's written request, Partner shall provide transition services to Arctic Wolf as further specified in the applicable Program Guide; and (f) if applicable pursuant to an early termination of a resale transaction set forth in 5.2 above, Arctic Wolf will refund to Partner and Partner will refund to Customer the pro-rata portion of prepaid Subscription Fees (as set forth on an Order Form) as of the effective date of termination. In addition, the provisions which, by their nature, should survive will survive the termination of this Agreement for any reason. Notwithstanding the foregoing, if this Agreement terminates and an Order Form is still in effect, then this Agreement shall continue, along with all licenses granted in the applicable Order Form(s), until the expiration of the Subscription Term(s) set forth in such Order Form(s).

## **6. INTELLECTUAL PROPERTY RIGHTS**

**6.1 Intellectual Property Rights.** Arctic Wolf, its suppliers and licensors own and retain all intellectual property rights relating to the Solutions and Documentation, including all Feedback, improvements, modifications, translations, and derivative works thereof ("**Arctic Wolf Technology**"). To the extent Partner obtains any right, title or interest in or to any Arctic Wolf Technology, Partner hereby assigns to Arctic Wolf all right, title and interest in and to such Arctic Wolf Technology and agrees to duly and timely execute all required documents evidencing Arctic Wolf's interest in and to the Solutions and Documentation upon Arctic Wolf's request. Feedback includes suggestions, comments, or other feedback ("**Feedback**") provided to Arctic Wolf by Partner with respect to the Solutions. This Agreement does not grant Partner any rights not expressly granted herein.

**6.2 Restrictions.** Partner will not, and will not permit any third party to: (a) copy, modify or encumber the Solutions or Documentation, (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Solutions (except where the foregoing is expressly permitted by applicable local law, and then only to the extent so permitted) or create any derivative works including, without limitation, customization, translation or localization, (c) sell, license, sublicense, rent, lease, lend, transfer or otherwise provide access to the Solutions or use the Solutions for timesharing or service bureau purposes, or otherwise use the Solutions on behalf of any third party (including as part of a managed service offering) unless approved by Arctic Wolf in writing and in which case the Managed Service Provider Addendum will apply, (d) remove or obscure any proprietary notices on the Solutions or Documentation, (e) publish or disclose to any third party any technical features, performance or benchmark tests, or comparative or competitive analyses relating to the Solutions except as expressly authorized in this Agreement or with prior written permission by Arctic Wolf, (f) use the Solutions for performing comparisons or other "benchmarking" activities, either alone or in connection with any hardware or software or (g) use the Solutions or Documentation for any purpose and in any manner not expressly and unambiguously authorized herein (including, without limitation, for any purpose competitive with Arctic Wolf). All rights in the Solutions are reserved to Arctic Wolf, its suppliers and licensors, except as expressly stated in this Agreement.

**6.3 Marks.** During the Term, Arctic Wolf hereby grants to Partner the limited, non-exclusive, non-transferable, revocable license to use and display the Arctic Wolf trademarks made available to Partner by Arctic Wolf from time to time ("**Marks**") solely in connection with and solely to the extent reasonably necessary for the marketing, promotion, and distribution of the Solutions to prospective customers and end users in accordance with the terms and conditions of this Agreement, any posted guidelines, and all applicable laws. Partner shall not remove or alter the Marks or other proprietary notices incorporated in, marked on or affixed to the Solutions, Documentation, marketing materials or other materials provided by Arctic Wolf. Partner shall market, promote, and distribute the Solutions only under the Marks, and not under any other trademark or logo including a combination with any other trademarks or brand names. Partner shall not use the Marks or any other trademarks or trade names of Arctic Wolf or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product of Partner. Partner shall not use or authorize any person to use any of the Marks as a trade name or domain name. Partner shall not seek to register in any country any of the Marks or domain names including any Marks (or any confusingly similar marks or translations or transliterations of the Marks) in either Partner's or any third party's name and agrees to transfer any such registrations or domain names to Arctic Wolf on Arctic Wolf's request. Partner's use of the Marks shall be pursuant to Arctic Wolf's branding policies as Arctic Wolf may communicate to Partner from time to time, and Partner shall promptly modify its use of the Marks to conform to such policies. If Partner's use does not conform to the guidelines, then Arctic Wolf may request and, upon receipt of such request, Partner shall immediately cease any further use of the Marks. During the Term, Partner consents to Arctic Wolf using its name and logo to identify Partner as a partner of Arctic Wolf. Any use shall be subject to Arctic Wolf complying with any guidelines that Partner may deliver to Arctic Wolf from time-to-time regarding the use of its name and logo. Except to the extent expressly granted to Partner in this Agreement, the powers conferred on authorized users of trademarks by section 26 of the *Trade Marks Act 1995* (Cth) are expressly excluded from the rights granted to Partner under this section 6.3.

## **7. CONFIDENTIALITY**

**7.1 Confidential Information.** Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, directors, employees, advisors, agents, and subcontractors who have a need to know and are bound by confidentiality terms no less restrictive than those in this Agreement. For purposes of this Agreement, "**Confidential Information**" means any and all information disclosed by either party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, Program Guide, information contained within Arctic Wolf's Partner Portal, the Solutions and details related to the delivery thereof, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party and all derivatives thereof.

**7.2 Exceptions.** The restrictions stated in Section 7.1 do not apply to any Confidential Information that the Receiving Party can demonstrate: (a) was known to it prior to its disclosure by the Disclosing Party without any obligation of confidentiality; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received, without any obligation of confidentiality, from a third party that to the best of the Receiving Party's knowledge is authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; or (e) has been approved for release by the Disclosing Party's prior written authorization, but only to the extent of such authorization. The Receiving Party may disclose Confidential Information as required by court order or as otherwise required by law, provided that the Receiving Party provides prompt advance written

notice thereof, to the extent not prohibited, and assists the Disclosing Party, at the Disclosing Party's expense, to seek a protective order or otherwise prevent or restrict such disclosure.

**7.3 Injunctive Relief.** The parties agree that a breach of the confidentiality or license provisions of this Agreement will cause irreparable damage which money cannot satisfactorily remedy. In addition to any other remedies available at law or hereunder, the parties agree Arctic Wolf is entitled to seek injunctive relief for any threatened or actual breach of this Agreement by Partner in addition to all other legal remedies without the need to post bond.

## **8. INDEMNIFICATION**

**8.1 By Arctic Wolf.** Arctic Wolf will defend or settle any unaffiliated third-party claim or action brought against Partner to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, and the European Union (collectively, a "**Claim**"). Arctic Wolf will pay damages finally awarded against the Partner and paid to an unaffiliated third party or to pay settlement amounts directly, and solely resulting from such Claim, provided that Partner (a) promptly gives written notice of the Claim to Arctic Wolf; (b) gives Arctic Wolf sole control of the defense and settlement of the Claim (provided that Arctic Wolf may not settle any claim or cause of action unless it unconditionally releases Partner of all liability other than the payment of amounts to be covered by Arctic Wolf hereunder); and (c) provides to Arctic Wolf all reasonable assistance at Arctic Wolf's request and expense. In the event of an actual or threatened Claim described in this Section 8.1, Arctic Wolf may, at its sole option: (i) procure for Partner the right to continue selling the Solutions under the terms of this Agreement; (ii) replace or modify the Solutions to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate Partner's rights to resell the Solutions, and terminate all then-existing licenses to the Solutions resold by Partner and refund any pre-paid unused fees as of the date of termination. Notwithstanding the foregoing, Arctic Wolf will have no obligation under this section or otherwise with respect to any Claim described in this Section 8.1 based upon (A) any unauthorized use of the Solutions or any breach of this Agreement by Partner, (B) any combination of the Solutions with other non-Arctic Wolf Solutions, equipment, software, uses or data, to the extent such Claim would not have arisen absent such combination and to the extent such combination is not reasonably anticipated, (C) any modification of the Solutions by any person other than Arctic Wolf, (D) any activity after Arctic Wolf has provided Partner with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Solutions or (E) continued use of the Solutions after notification from Arctic Wolf. The provisions of this section set forth Arctic Wolf's sole and exclusive obligations, and Partner's sole and exclusive remedies, with respect to any claims of infringement or misappropriation of third-party intellectual property rights of any kind.

**8.2 By Partner.** Partner will defend, indemnify and hold Arctic Wolf harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims or causes of action against Arctic Wolf arising out of (a) any representations or warranties or any misrepresentation provided by Partner or its representatives relating to or concerning the Solutions; (b) a breach of any obligation of Partner set forth in this Agreement; (c) any marketing, use or other exploitation of the Solutions, or (d) Partner's breach of any agreement or obligation with a Customer pertaining to the Solutions. Arctic Wolf will (i) promptly give written notice of the Claim to Partner; (ii) give Partner sole control of the defense and settlement of the Claim (provided that Partner may not settle any claim or cause of action unless it unconditionally releases Arctic Wolf of all liability other than the payment of amounts to be covered by Partner hereunder); and (iii) provides to Partner all reasonable assistance, at Partner's request and expense.

**9. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING APPLICABLE FOREIGN CONSUMER PROTECTION LAWS, ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, ARE NOT LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR: (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES, LOSS OF PROFITS, EXPENDITURES, LOSS OF GOODWILL, OR BUSINESS OPPORTUNITY; (C) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE AMOUNTS PAID TO ARCTIC WOLF DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; OR (D) ANY MATTER BEYOND ITS REASONABLE CONTROL WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PARTNERS DEEMED "CONSUMERS" UNDER FOREIGN CONSUMER PROTECTION LAWS, THIS SECTION 9.1 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE.

**10. UPDATES.** Should Arctic Wolf modify the terms and conditions set forth in the Agreement, Program Guide or Terms, Arctic Wolf will post the amended terms on [www.arcticwolf.com/terms](http://www.arcticwolf.com/terms), the Program Guide, or respective links to the Terms, as applicable, and will update the "**Last Updated Date**" within the specific terms. By continuing as a Partner after Arctic Wolf has posted such updated terms, Partner is indicating that it agrees to be bound by such terms. If any change has a material adverse impact and Partner does not agree to the change, Partner must notify Arctic Wolf within 30 days after the effective date of the change. If Partner notifies Arctic Wolf, then Partner will remain governed by the terms in effect immediately prior to the change until the end of the then-current Agreement term. Any renewal of the Agreement will be renewed under the then-current terms, unless otherwise agreed in writing.

**11. ENGLISH LANGUAGE CONTROLS.** The Parties have agreed that this agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

**12. GENERAL PROVISIONS.** This Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld except Arctic Wolf may assign this Agreement to a successor in interest. All notices, requests, directions or other communications hereunder will be in writing and deemed to have been sufficiently given when delivered to the address of each party set forth on the applicable Addendum, and if silent, to Arctic Wolf at PO Box 46390, Eden Prairie, MN 55344 Attn: Legal Counsel, [Legal@arcticwolf.com](mailto:Legal@arcticwolf.com) and to Partner at the address provided for the Partner Portal registration, or such other updated address a party may provide to the other party in writing. Except as expressly provided herein, no modification of this Agreement will be effective unless contained in writing and signed by an authorized representative of each party. The relationship of Arctic Wolf and Partner established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either Party the power to direct and control the day-to-day activities of the other, (b) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow Partner to create or assume any obligation on behalf of Arctic Wolf for any purpose whatsoever. Arctic Wolf's third-party suppliers or licensors are third party beneficiaries hereunder with respect to their respective product or software and reserve the right to assert claims for infringement or misappropriation of their intellectual property rights by Partner or its end user as to its third-party product or software. Headings in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the

party waiving its rights. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each Party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. The United Nations Convention on Contracts for the International Sale of Goods will not apply. During the Term of and for six (6) months after expiration or termination of this Agreement, neither Party may directly solicit for hire as an employee, any of the other Party's personnel who have had material direct involvement with the Agreement; "solicit" does not mean posting or otherwise generally advertising open jobs, to which an employee of the other Party may respond. This Agreement constitutes the entire agreement between Arctic Wolf and Partner with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No modification of this Agreement by Partner will be effective unless contained in writing and signed by an authorized representative of each party. No term or condition contained in Partner's purchase order or similar document will apply unless specifically agreed to by Arctic Wolf in writing, even if Arctic Wolf has accepted the order set forth in such purchase order. Notwithstanding any provision contained in this Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. The foregoing clause will not apply to the payment of any sums due under this Agreement by either party to the other.