Arctic Wolf Risk Scan Engine - Enterprise Edition End-User Licensing Agreement

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Definitions

"Device" means each instance of (i) desktops (combination of desktop operating system that runs on a physical machine, cloned machine or other virtual machines) regardless of the number of total machines, (ii) servers (combination of server operating system that runs on a physical machine, cloned machine, or other virtual machine) regardless of the number of total machines, (iii) appliances (routers or other networked devices running embedded operating systems, or non-user-serviceable physical or virtual machines running desktop or server operating systems) regardless of the number of total machines; and (iv) mobile devices (including tablets, smart-phones and other hand-held and/or wireless computing devices). For example, a machine that has a total of eight (8) instances would be eight (8) Devices for purposes of calculations hereunder.

"Scan" means the application of the Software logic to probe, interact with, or assess a Device's configuration. Use of the Software in any form (i.e., as an embedded library or as a stand-alone application) to probe, interact with or assess the configuration of any Device constitutes the act of scanning that Device. For example, using the Software to assess a file that contains configuration information about a Device constitutes the act of Scanning that Device.

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11. General.

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- b. No waiver. The failure of Arctic Wolf to enforce any rights granted hereunder or to take action against User in the event of any breach hereunder shall not be deemed a waiver by Arctic Wolf as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- c. <u>Governing Law</u>. This Agreement shall be governed by and construed and interpreted by the laws of the State of Delaware, without regard to any conflict of laws provisions of any state or jurisdiction. Each party submits to the jurisdiction of the state and federal courts of Delaware for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof. User waives any objection which it may have to contest such forum.
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- e. <u>Severability</u>. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
- f. Government Users. User agrees that the Software are provided with "RESTRICTED RIGHTS" as set forth in subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14 or subparagraph (c) (1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013, as applicable.
- g. <u>English Language</u>. 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.
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