

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is a legal agreement between you on behalf of a company or other entity as its representative (“**You**” or “**Customer**”) and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”). Together You and Arctic Wolf are the “**Parties**” and individually a “**Party**”.

THIS AGREEMENT, AS FURTHER SPECIFIED BELOW, GOVERNS THE CUSTOMER’S PURCHASE AND RECEIPT OF ARCTIC WOLF PROFESSIONAL SERVICES AS MAY BE SET FORTH ON AN ORDER FORM, INCLUDING ANY DELIVERABLES.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY EITHER: (I) AGREEING TO AN ORDER FORM WHERE THE AGREEMENT IS INCORPORATED BY REFERENCE; (II) ACCEPTING THE PROVISION OF PROFESSIONAL SERVICES OR DELIVERABLES (AS DEFINED BELOW); OR (III) WHERE APPLICABLE, BY CLICKING ON THE “AGREE” OR “ACCEPT” BUTTON.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER, REPRESENTS AND WARRANTS THAT: (I) THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT; AND (II) THE CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF THE INDIVIDUAL ASSENTING IS NOT AUTHORIZED TO ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE ENTITY THEY REPRESENT, DO NOT USE THE SERVICES OR DELIVERABLES (AS DEFINED BELOW).

1. Scope. This Agreement will govern Arctic Wolf’s performance of the professional services specified in an applicable Order Form which incorporates by reference these terms. “**Order Form**” means any order forms, quotes, or other similarly intended ordering document (however named) executed or accepted by Customer that reference this Agreement or pertains to the purchase of Services. An Order Form may be issued to Customer by an Arctic Wolf authorized partner or third-party service provider. For clarity, the provision of any technical support by Arctic Wolf is outside the scope of this Agreement and is governed in accordance with the Solution License Agreement available at <https://arcticwolf.com/terms/> or any applicable agreement executed between Arctic Wolf and Customer. This Agreement includes and incorporates by reference the Terms and Conditions of Sale located at <https://arcticwolf.com/terms/terms-and-conditions-of-sale/>.

2. Services; Deliverables.

A. Subject to the terms and conditions of this Agreement, Arctic Wolf will provide Customer with the professional services (“**Services**”) and deliverables (“**Deliverables**”) outlined in the relevant program documents listed below (collectively the “**Program Documents**”):

1. the relevant Arctic Wolf Program Descriptions posted at <https://docs.arcticwolf.com/>;
2. the service details and terms described in any Order Form; and/or,
3. any statement of work associated with your Order Form provided by Arctic Wolf to Customer (directly or through an Arctic Wolf authorized reseller).

B. Upon Customer’s payment of fees due to Arctic Wolf (or where applicable its authorized reseller), Arctic Wolf grants Customer, a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy and use (as applicable), solely for Customer’s internal and non-competitive business purposes, any Deliverables (including any summaries or reports, e.g. system health check reports, cybersecurity reports, or migration plans), provided that, notwithstanding anything else herein, any software deliverables or tools or other Arctic Wolf products that are delivered as part of the Deliverables (including any products that are configured or installed in connection with the delivery of Services) may only be used in accordance with the licenses granted by Arctic Wolf to Customer in the Solution License Agreement available at <https://arcticwolf.com/terms/> or any other applicable solutions license agreement entered into between Customer and Arctic Wolf specifically pertaining to the endpoint software.

C. Services and Deliverables will be deemed accepted upon delivery, unless acceptance criteria and/or procedures are outlined and agreed between the Parties in writing in the relevant Program Documents (“**Acceptance Criteria**”). Where applicable, Customer may reject the relevant Services and/or Deliverables in writing based on such Acceptance Criteria. Such rejection must include sufficient details of the alleged material defects. Where both Parties have agreed to Acceptance Criteria in writing, Customer shall have three (3) business days from delivery of the relevant Services and/or Deliverables (“**Acceptance Period**”) to inspect the Services and/or Deliverables and to provide written notification of rejection to Arctic Wolf. In absence of such written notification, such Services and/or Deliverables shall be deemed to be accepted at the end of the Acceptance Period. If the Services and/or Deliverables do not materially conform, Arctic Wolf, at its own expense, shall bring any rightfully rejected Services and/or Deliverables into conformity. Customer’s sole and exclusive remedy for any delivery of Services and/or Deliverables that do not meet the Acceptance Criteria shall be to: 1) redeliver conforming Services and/or Deliverables, or 2) if redelivery is not possible, to provide a pro-rata refund of the fees applicable to the non-conforming part of the Services and/or Deliverables.

D. Unless otherwise agreed to by Customer and Arctic Wolf all Services and Deliverables will be provided remotely.

E. Customer may request a change to the Program Documents by submitting a change request form as provided by Arctic Wolf. Upon receipt of such change request form, Arctic Wolf shall assess the impact of such request. No such requests shall be deemed accepted and no additional fees or a change in scope shall apply unless accepted in writing by both Arctic Wolf and Customer, prior to the change being carried out.

3 Customer Obligations; Customer License; Processing Data while Performing.

A. Customer Obligations. Customer agrees to reasonably cooperate with Arctic Wolf in its performance of Services and delivery of Deliverables, including by providing access to appropriate personnel, accurate and complete information and/or data, systems, necessary license

rights (including third-party license rights), equipment, consents, approvals, responses, and/or as otherwise identified in the Program Documents and as reasonably necessary to timely provide the Services and Deliverables contemplated by the Parties. Customer agrees that Arctic Wolf shall not be liable hereunder for any deficiency in performing the Services or delivering Deliverables to the extent the deficiency results from Customer (or its personnel) or the failure by Customer to provide any of the foregoing. In addition, Customer represents and warrants that it is authorized to act on behalf of the owner or licensee of, or is the authorized representative of an individual, business or other legal entity having contractual usage rights granted by an internet service provider or web host owning or licensed to use, any and all internet protocol addresses and the associated computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices on which Customer directs those Services to be performed. Customer agrees to cooperate with Arctic Wolf to verify the identity of authorized representatives of Customer in connection with Customer's use of the Services or Deliverables.

B. Customer Materials. "**Customer Materials**" shall include any data, content or other tangible or intangible systems, technology or material provided by Customer (or its representatives) to Arctic Wolf either directly or indirectly through the Parties' respective personnel or affiliates or otherwise collected or obtained by Arctic Wolf in connection with delivering Services (including Deliverables) under this Agreement. Customer grants Arctic Wolf a worldwide, sublicensable, royalty-free and non-exclusive license to use, reproduce, modify and adapt, distribute or otherwise exploit such Customer Materials but solely as needed for the purpose of this Agreement and Customer warrants and covenants that it has the right to grant to Arctic Wolf such a license.

C. Processing of Personal Data. "**Personal Data**" means information which is provided by Customer to Arctic Wolf or which is collected by Arctic Wolf in connection with the activities contemplated herein and which data protection laws applicable in the jurisdictions in which such person resides define such information as "Personal Data" or "Personal Information" or such other similar designation. Customer, agrees that Arctic Wolf (and its contractors performing Services on behalf of Arctic Wolf hereunder) may collect, aggregate, use, process, transfer, store, and disclose (collectively "**Process**" or "**Processing**") Personal Data for the purposes set out in this Agreement and in Arctic Wolf's Privacy Notice, as may be amended from time-to-time by Arctic Wolf and which is incorporated herein by this reference, the current version of which can be viewed at <https://arcticwolf.com/terms/privacy-notice-for-customers/>. Customer represents and warrants, on its own behalf and on behalf of its employees and/or independent contractors, that it has obtained all necessary consents to such Processing, including collection of Customer's employees' and/or independent contractors' personal information as required for the delivery and use of the Services and/or Deliverables and as contemplated in this Agreement.

D. Compliance with Laws. Customer agrees to comply with and be responsible for any laws, regulations, filings, registrations, licenses, approvals and consents required in the relevant country or jurisdiction including without limitation import, export or data privacy laws and regulations applicable to Customer, the acceptance of this Agreement by Customer, and the receipt or use of the Services and Deliverables by Customer including without limitation the transfer or provision of information, technology, data or personal information to Arctic Wolf.

4 Fees; Invoicing; Taxes.

A. Fees. Customer shall pay Arctic Wolf (or its authorized reseller as applicable) the fees identified in the relevant Order Form, together with any approved expenses. Fees quoted in any Order Form are exclusive of any travel, living or other expenses or Taxes (as defined below), which, if due, shall be charged separately. Fees due hereunder are non-cancellable and non-refundable, unless otherwise expressly stated herein or agreed in writing.

B. Invoicing; Payment Terms; Taxes. This Section only applies if Customer has purchased Services directly from Arctic Wolf. If Customer has purchased Services from Arctic Wolf indirectly through an authorized Arctic Wolf reseller, this Section does not apply.

C. Unless otherwise agreed by Arctic Wolf, all payments must be made in the currency used by the Arctic Wolf entity with which Customer has placed its Order Form in advance, or if approved by Arctic Wolf, within net thirty (30) days from the date of the invoice. If Customer has not paid Arctic Wolf in accordance with the applicable terms, Arctic Wolf reserves the right to refuse to provide the Services (including Deliverables) or complete the Services if such Services have commenced until it receives payment in full. Any sum not paid by Customer when due will bear interest from the due date until paid at the maximum rate permitted by law.

D. Customer may not withhold payment of any invoice on the basis of any dispute, including dissatisfaction with the Services (including Deliverables), other than on the basis of a clear error on the face of the invoice including, for example, a calculation error or a quantity error. Payment by Customer shall not preclude Customer from questioning any charges that Customer believes to be improper or incorrect, within a reasonable period of time.

E. All fees payable hereunder by Customer are exclusive of any Taxes. Customer shall be responsible for and shall pay all taxes due under or in relation to this Agreement, including, but not limited to, withholding taxes, charges, duties, levies or other applicable amounts ("**Taxes**"). If Customer is required to withhold any amounts (including, without limitation, Taxes) from payments ("**Withholdings**"), then the amount payable by Customer shall be increased by the amounts of such Withholdings. Customer shall promptly furnish Arctic Wolf with all official receipts evidencing payment of Taxes due under or in relation to this Agreement.

5 Confidentiality.

A. "**Confidential Information**" is hereby defined as: (i) any information in whatever form or medium that is proprietary or confidential to the disclosing Party; (ii) which is disclosed to the recipient Party by the disclosing Party or its representatives, or otherwise obtained by the receiving Party; and, (iii) is related to the provision of the Services or delivery of Deliverables, in whole or in part. Confidential Information shall not include information that (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving Party on a nonconfidential basis from a source not under obligations of confidentiality, (C) is already known by the receiving Party

without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving Party independent of any disclosures of such information to the receiving Party.

B. **Duties.** Neither Party (nor any of its representatives) shall use or reproduce the Confidential Information of the other Party for any reason other than as reasonably necessary to provide or use the Services and/or Deliverables, in whole or in part, as provided under this Agreement subject to and limited by the terms and conditions in this Agreement. Except as specifically permitted in this Agreement or with the prior express written permission, the Parties shall not disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the other Party, to any third party, except as necessary to perform hereunder, provided that either Party may disclose Confidential Information to its personnel who are involved in performing this Agreement, have a need to know, and who are bound by obligations of confidentiality no less restrictive than the obligations stated herein. Each Party will use at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Parties may disclose Confidential Information if and only to the extent it is required to do so by law provided that the Party gives the other Party sufficient notice to enable the other Party to seek an Order Form limiting or precluding such disclosure.

C. **Survival.** The obligations of non-use and confidentiality stated herein shall survive for five (5) years from the date of disclosure hereunder (except for trade secrets, which shall remain subject to the terms of this section for so long as it constitutes trade secrets).

6 Reservation of All Rights. Arctic Wolf has created or has licensed intellectual property, including general know-how, concepts, advice, techniques, methodologies, ideas, strategies, documentation, templates, trade secrets, software and/or other tools that it may use or disclose or provide in connection with the provision of Services (including Deliverables) under this Agreement (collectively "**Arctic Wolf IP**"). Customer understands and agrees nothing herein shall be construed to prohibit Arctic Wolf from entering into agreements with other customers for the provision of services similar to the Services (including Deliverables) contemplated hereunder which may require use or disclosure of similar or the same Arctic Wolf IP. All rights, title, and interest in and to Arctic Wolf IP, shall remain with Arctic Wolf and its licensors, except as expressly licensed herein.

7 Warranties; Disclaimers. Arctic Wolf warrants to Customer that it will perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards. For any breach of this warranty, Customer's exclusive remedy and Arctic Wolf's entire liability will be the re-performance of the Services. If Arctic Wolf is unable to re-perform the Services as warranted, Customer will be entitled to recover the applicable Service fees paid to Arctic Wolf for the deficient Services. Customer must make any claim under the foregoing warranty to Arctic Wolf in writing in accordance with this Agreement within ninety (90) days of performance of such Services in Order Form to receive warranty remedies. EXCEPT AS EXPRESSLY WARRANTED, THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTHING STATED IN THIS AGREEMENT WILL IMPLY THAT: (i) THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ERRORS WILL BE CORRECTED; OR, AS APPLICABLE, (ii) THAT THE SERVICES OR DELIVERABLES WILL PROVIDE A COMPREHENSIVE OR EXHAUSTIVE ASSESSMENT OF THE CUSTOMER'S VULNERABILITIES OR THE NECESSARY REMEDIAL ACTIONS. OTHER WRITTEN OR ORAL STATEMENTS BY ARCTIC WOLF, ITS REPRESENTATIVES OR OTHERS DO NOT CONSTITUTE WARRANTIES OF ARCTIC WOLF.

8 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

A. IN NO EVENT SHALL ARCTIC WOLF BE LIABLE FOR ANY: (i) INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES (INCLUDING DELIVERABLES).

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ARCTIC WOLF TO CUSTOMER (AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES) FOR ANY DAMAGES, LOSSES OR COSTS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS RECEIVED BY ARCTIC WOLF FROM CUSTOMER (OR ITS AUTHORIZED RESELLER) FOR THE SERVICES DELIVERED (INCLUDING DELIVERABLES) UNDER THE RELEVANT ORDER FORM. THIS LIABILITY CAP IS ARCTIC WOLF'S TOTAL POTENTIAL LIABILITY IN THE AGGREGATE AND SHALL NOT IN ANY MANNER BE EXCEEDED, NO MATTER HOW MANY CLAIMS, COUNTERCLAIMS, CAUSES OF ACTION, SUITS, OR DEMANDS MAY BE ASSERTED.

C. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (I) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO ARCTIC WOLF; AND (III) TO ARCTIC WOLF, AS WELL AS ITS AFFILIATES, SUCCESSORS, SUPPLIERS, OFFICERS, DIRECTORS AND EMPLOYEES.

9 Term; Termination; Survival.

A. **Term.** This Agreement shall commence on the effective date of the Order Form which incorporates this Agreement by reference and shall remain in effect unless terminated in accordance with the terms of this Agreement or replaced by a new or amended Agreement in accordance with Section 10(L).

B. **Termination.** By written notice to the other Party, a Party may terminate for cause this Agreement, or all or any portion of the Services pursuant to the applicable Program Documents, in the following circumstances:

1. Immediately, in the event of a material breach by the breaching Party in the performance of its obligations hereunder, which remains uncured by the breaching Party for thirty (30) calendar days after the non-breaching Party provides written notice; or
2. Immediately, if the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the Party's property or assets related to the Services, or upon liquidation, dissolution or winding up of the Party's business; or
3. Upon ninety (90) days' written notice to the other Party, provided that, to the extent there are Order Forms still in effect when a Party terminates this Agreement, such Order Form shall continue to be governed by this Agreement, as if this Agreement had not been terminated.

C. Effects of Breach/Termination; Survival. If Customer breaches this Agreement, Arctic Wolf may, in addition to all other rights and remedies provided in this Agreement or by law, cease providing the Services. Notwithstanding anything else in this Agreement, Customer's payment obligations and the provisions of Sections 2B, 3D, 4, 5, 6, 7, 8, 9C, and 10 of this Agreement will survive termination or expiration of this Agreement for any reason.

10 Miscellaneous

A. Notices. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights. Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com. Customer's address for notification purposes shall be as set forth on the Order Form. Either party may update its notice address upon written notice to the other party.

B. Marketing and Promotion. Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Solution.

C. The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Each party shall be primarily liable for the obligations of its respective Affiliates, agents, and subcontractors.

D. Assignment and Subcontracting. This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder. Arctic Wolf may perform its obligations under this Agreement directly or may have some or all its obligations performed by any affiliate, contractor, subcontractor and/or services provider provided Arctic Wolf shall be responsible for the performance of such personnel and their compliance with Arctic Wolf's obligations under this Agreement.

E. Governing Law; Dispute Resolution. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("**Domicile**"), as follows:

Domicile	Governing Law	Venue
United States (including, D.C. and its inhabited territories)	Delaware	Kent County, Delaware
Japan	California	Santa Clara, California
Canada	Ontario	Toronto

United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand, the Russian Federation, Middle East, and Asia-Pacific (excluding Japan)	England & Wales	London
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The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration within the venue in the table above 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.

F. Statute of Limitations. To the extent permitted by law, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

G. No Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

H. Headings. Headings are inserted herein for convenience only and do not form part of this Agreement. As used herein: (i) "days" means calendar days; (ii) "include" and "including" are not limiting; and (iii) use shall be deemed to include active or inactive use.

I. English Language. If this Agreement is translated into a language other than English, the English version shall prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Where Customer's primary address is located in Quebec, it is the express will of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

J. Export. Customer agrees that the Services and/or Deliverables may include cryptographic technology, data or information and shall not be received, exported, imported, used, transferred, accessed or re-exported except in compliance with the laws and regulations of relevant government authorities, including without limitation any U.S. and Canadian export control and economic sanctions laws and regulations. Customer represents and covenants that: (i) Customer and Customer employees and/or independent contractors are eligible to receive, use and/or access the Services and Deliverables under applicable law; and (ii) Customer shall ensure that its receipt and use of and/or access to the Services and/or Deliverables, or that of Customer's employees and/or independent contractors, is in accordance with the restrictions in this Section.

K. Force Majeure. Arctic Wolf shall not be liable for its failure to perform or the delayed performance of its obligation under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to supplier strikes, lock-outs and labor disputes, third party acts, war, riot, civil commotion, acts of terrorism, malicious damage, compliance with any law or governmental Order Form, rule, regulation or direction not in force on the date this Agreement commence, accident, fire, flood, or severe weather conditions ("**Event of Force Majeure**"). Arctic Wolf agrees to give the Customer prompt notice of any Event of Force Majeure (containing sufficient details). If an Event of Force Majeure continues for more than thirty (30) working days, Arctic Wolf shall have the right to terminate, without liability to the Customer.

L. Entire Agreement; Modifications. The "**Agreement**" means these terms and conditions, together with any Program Documents and any other terms incorporated herein by reference. The Parties acknowledge and agree that they have not relied on any prior or contemporaneous communications, representations, warranties, conditions, or agreements whether oral or written, collateral or otherwise (collectively "**Pre-Contractual Statements**") in entering into this Agreement and accordingly this Agreement between the Parties constitutes the entire agreement between the Parties. This Agreement prevails over any pre-printed terms or other conflicting or additional terms of any purchase Order Form, Order Forming document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. This Agreement may be modified by a written document executed by the Parties. Additionally, Arctic Wolf reserves the right to amend or replace this Agreement; however, such amended or new Agreement will only apply to Order Forms placed after the date such Agreement is posted at <https://arcticwolf.com/terms/>. Customer should regularly visit the site to review the version of this Agreement applicable at the time of Order Form placement. This Agreement supersedes any prior or contemporaneous communications, representations, warranties, conditions or agreements between the Parties, whether oral or written, collateral or otherwise, regarding the subject matter of this Agreement. The Parties acknowledge and agree that they shall: (i) treat any such Pre-Contractual Statements as being withdrawn and having the effect that they were never made; and (ii) have no right or remedy in respect of such Pre-Contractual Statements. Nothing in this Section shall operate to limit or exclude any liability for fraud. If there is any conflict between this Agreement and any Program Documents, these terms and conditions shall apply except to the extent the conflict is applicable to the scope of Services or Deliverable, in which case the Program Documents shall prevail over the conflict.

M. Third Party Beneficiaries. The provisions of this Agreement are for the benefit of Customer and Arctic Wolf and not for any other person or entity, whether under statute or otherwise, except for Arctic Wolf's affiliates.

N. Feedback. Arctic Wolf welcomes the identification of problems, improvements, suggestions, comments or other changes to its products or services (e.g. regarding their utility, reliability, or performance) ("**Feedback**"). Any Feedback provided by Customer (or its representatives) to Arctic Wolf shall be owned by Arctic Wolf.

O. Non-Solicitation. Customer shall not solicit for employment any Arctic Wolf employees which perform work under this Agreement for one (1) year after the completion of the Services (including Deliverables).