

RESELLER AGREEMENT

This Reseller Agreement, together with the Terms and Conditions of Sale located at <https://arcticwolf.com/terms/terms-and-conditions-of-sale/> and any Exhibits attached hereto (together, this “**Agreement**”) is entered into by and between Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and the authorized partner identified on an Order Form (as hereinafter defined) (“**Reseller**”) and governs any order forms, quotes, or other similarly intended ordering document (however named) (“**Order Form**”) that reference this Agreement or pertains to purchases of Solutions as defined below. An Order Form may be issued to Reseller by Arctic Wolf, the Authorized Distributor, or Arctic Wolf’s third-party order processor. This Agreement is effective on the date Reseller executes the Order Form, accepts an Order Form by submitting a matching purchase order to Arctic Wolf, the Authorized Distributor, or Arctic Wolf’s third-party order processor, or otherwise accepts delivery, initiates provision of the Solutions to Reseller’s customer, or receives the benefit of the Solutions from Arctic Wolf (the “**Effective Date**”). This Agreement permits Reseller to purchase subscriptions to the Solutions identified in the Order Form and sets forth the terms and conditions under which those Solutions will be delivered.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, AN ORDER FORM, DELIVERING AN ORDER OR PURCHASE ORDER OR OTHER CONFIRMATION TO ARCTIC WOLF, THE AUTHORIZED DISTRIBUTOR, OR ARCTIC WOLF’S THIRD PARTY ORDER PROCESSOR, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTIONS, RESELLER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND PARTNER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO THE SOLUTIONS PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THIS AGREEMENT ON BEHALF OF RESELLER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF RESELLER; AND (B) YOU ARE OVER 18 YEARS OLD. IF RESELLER 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, OR OTHERWISE USE THE PRODUCTS.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

“ Affiliate ”	means any entity controlling, controlled by, or under common control with Arctic Wolf or Reseller, as applicable, on the Effective Date.
“ Authorized Distributor ”	means the Arctic Wolf approved distributor from whom Reseller may purchase the Solution and/or Third Party Offerings for resale to Customers in the Territory(ies).
“ Branding Guidelines ”	means Arctic Wolf’s then-current branding guidelines applicable to this Agreement (which may be provided by Arctic Wolf upon request) as they may be modified by Arctic Wolf from time-to-time.
“ Marks ”	means the trademarks, trade names, service marks or logos of Arctic Wolf.
“ Partner Program ”	means Arctic Wolf’s program(s) for channel partners (including carriers, distributors and resellers) that mandates such channel partner’s ability to become an authorized, accredited provider of certain Arctic Wolf products and services.
“ Professional Services ”	means the Arctic Wolf Services provided by Arctic Wolf or its authorized agents to, among other things, assist Customers with the installation and deployment of software, including on-site and/or remote training, and consulting services as set out at https://arcticwolf.com/terms/ (or in a particular Order Form or statement of work).
“ Services ”	means any service, including Arctic Wolf Professional Services, made available to Reseller by or on behalf of Arctic Wolf under an Order Form, and excludes third party services.
“ Solutions ”	means the Aurora Endpoint Security (fka Cylance) solutions or services which includes any components or portions of Software and/or Services included therewith, and applicable documentation.
“ Software ”	means any software in object code form only provided by or on behalf of Arctic Wolf to Customer under an Order Form or otherwise supplied with or as part of a Solution, including without limitation, firmware and interfaces. “Software” does not include any third-party items whether they are made available by Arctic Wolf or on behalf of Arctic Wolf or purchased through any other Arctic Wolf channels even if they are provided with, or operate in conjunction with, the Software and/or any other part of the Solution.
“ Customer ”	means any entity that enters into a license to use a product or service for purposes other than redistributing and reselling it.
“ Customer Terms ”	means, individually and collectively, any: (i) standard form electronic (e.g. “click-wrap”) or hard copy software license agreement(s) (including the Solution License Agreement), (ii) professional service agreement(s) (including the Professional Services Agreement), (iii) applicable product/service terms, and/or (iv) other terms and conditions to which Customer must explicitly agree prior to and as a continuing condition of use of any Software and/or Services made available under this Agreement, with all such agreements located at https://arcticwolf.com/terms/ .
“ Partner Portal ”	means the Partner Program portal located at partners.arcticwolf.com (or such other URL communicated by Arctic Wolf from time to time) that contains up-to-date information about the Partner Program.
“ Program Guide ”	means the Partner Program description and terms and conditions made available on the Partner Portal, which may be updated by Arctic Wolf from time to time pursuant to Section 3.2 below.
“ Professional Services Agreement ”	means the terms and conditions applicable to the provision of Professional Services which a Customer must agree to in order to receive such Professional Services.

"Territory(ies)"	means global but specifically excludes any country or region that is subject to export control and sanction regulations, trade embargo and/or other exclusion.
"Third-Party Offerings"	means any third-party branded software applications and/or third-party branded services proprietary to a Third-Party Supplier, including any related content such as electronic versions of manuals and documentation, and any updates, modifications, new versions, releases or upgrades. For clarity, Third-Party Offerings shall not form part of, be deemed as, or otherwise constitute an Arctic Wolf Solution.
"Third-Party Supplier"	means the third-party (i.e. not Arctic Wolf or any of its Affiliates) owner or licensor of a Third-Party Offering.

2. RIGHTS GRANTED.

- 2.1 **Reseller License.** Reseller is hereby granted the personal, revocable, non-transferable, non-exclusive right to order the Solutions, either directly from Arctic Wolf or from an Authorized Distributor, and to promote, market and resell such Solutions directly to Customers located in the Territory(ies) provided that such right may only be exercised: (i) in accordance with the terms and conditions of this Agreement; and (ii) while the Reseller is authorized to purchase Solutions pursuant to this Agreement.
- 2.2 **Reseller Affiliates.** Reseller may permit its Affiliates to exercise all or a portion of the rights granted in Section 2.1 above, provided: (i) Reseller is jointly and severally liable with each such Affiliate for its compliance with the terms of this Agreement; and (ii) Reseller is authorized to enter into this Agreement for and on behalf of each such Affiliate and bind such Affiliate to the terms of this Agreement. Arctic Wolf, acting reasonably and on thirty (30) days' notice to Reseller, reserves the right to request that a Reseller Affiliate may no longer benefit from the terms of this Agreement.
- 2.3 **Trademarks.** During the term of this Agreement and within the Territory(ies), Arctic Wolf grants to Reseller a personal, non-exclusive, royalty-free and non-transferable license to use, reproduce, distribute and display publicly the Marks on or in connection with the Solution and any packaging, labelling, promotional, advertising or other materials, including websites, relating to the Solution in accordance with and subject to Reseller ensuring its compliance with: (i) the terms of this Agreement; (ii) receiving express written authorization from Arctic Wolf each time Reseller or anyone else acting on behalf of Reseller uses Arctic Wolf Marks; and (iii) the Branding Guidelines. Reseller acknowledges that its use of the Marks is limited to the use licensed in this Agreement, that each and every use of the Marks requires express written authorization from Arctic Wolf and that Reseller has not acquired, and will not acquire, any ownership rights therein. Reseller agrees that it will not use any Marks in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of Arctic Wolf or the Solutions. Reseller agrees not to use any Marks as a feature or design element of another logo or trademark. Upon request by Arctic Wolf, Reseller shall supply Arctic Wolf with specimens of its use of any Marks and execute or obtain execution of, the instruments that may be appropriate to register, maintain or renew the registration of any Marks in the Territory(ies). The use of any Mark by Reseller does not transfer to Reseller any further right, title, or interest in or to the Mark and all such use and associated goodwill will inure to the benefit of Arctic Wolf. Reseller shall not register, attempt to register or lay common law claim to any Mark or any mark confusingly similar with a Mark. Reseller hereby acknowledges that the maintenance of the reputation and quality associated with the Marks requires the highest quality and utmost uniformity with respect to the Solutions associated with the Marks. Arctic Wolf reserves the right to inspect Reseller's use or display of the Marks from time-to-time to ensure that such use or display is in accordance with the terms of this Agreement. Reseller shall permit Arctic Wolf or its authorized agent to inspect and monitor Reseller's goods and/or services, at Arctic Wolf's cost, to determine and verify that the Marks are being used in accordance with the terms of this Agreement. Should Reseller fail to comply with this provision and fails to cure such non-compliance after written notice by Arctic Wolf, in addition to any other remedies that Arctic Wolf may have, Arctic Wolf may terminate Reseller's license to use the Marks with immediate effect and Reseller shall immediately cease using all Marks.

3. PARTNER PROGRAM.

- 3.1 **General.** Reseller acknowledges that resale of certain Software and/or Services may be conditional on, amongst other things, Reseller becoming an authorized member of the Partner Program. Where Arctic Wolf has communicated such requirement to Reseller, then prior to promoting, marketing and/or reselling the applicable product/services, Reseller agrees to: (i) undertake and fulfil the requirements of such Partner Program; (ii) work with Arctic Wolf in good faith to execute any additional legal agreements to effect such authorization; (iii) comply with any terms and conditions communicated by Arctic Wolf in respect of such Partner Program, including as set out in any Program Guide provided by Arctic Wolf to Reseller; and (iv) maintain such authorization and compliance for so long as Reseller is entitled to promote, market and resell such products/services.
- 3.2 **Program Changes.** Reseller agrees that Arctic Wolf may in its sole discretion expand, reduce, and/or change the scope or contents of any aspect of the Partner Program, in whole or in part including but not limited to program tiers, program benefits, fees, or anything described in the Program Guide ("**Program Term Change**"). Notice of such changes shall be provided to Reseller: (a) by delivering a standard newsletter or notification to Reseller (using the contact information made available by Reseller); and (b) by posting the changes on the Partner Portal. If Reseller has a reasonable objection to the Program Term Change, Reseller shall deliver written notice of the same to Arctic Wolf within thirty (30) days following notice of the Program Term Change and outline its specific concerns with respect to the change. The Parties will then mutually discuss and agree next steps to address Reseller's concerns, which may include (without limitation) additional modifications to the Program Guide or termination of Reseller's membership under the Partner Program. If Reseller does not deliver a notice to Arctic Wolf pursuant to the foregoing, then Reseller shall be deemed to have accepted the change. Reseller acknowledges that Arctic Wolf shall bear no responsibility or liability whatsoever for any claims, actions, damages, losses or expenses of any kind whatsoever asserted caused directly or indirectly as a result of Arctic Wolf's actions under this Section.

4. ORDER FORMS

- 4.1 **Order Forms via Authorized Distributors.** Where Reseller is purchasing indirectly through an Authorized Distributor, then Reseller shall place purchase the products and/or services for resale through an Authorized Distributor assigned to the Territory. Each such purchase by Reseller shall be upon the terms and conditions agreed to directly between the Reseller and Authorized Distributor.

- 4.2 Direct Order Forms. Where Reseller is authorized to purchase products and/or services directly from Arctic Wolf, the following terms shall apply:
- (a) Order Form Process.
 - (i) Reseller 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. 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 RESELLER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING.
 - (ii) Upon request, Reseller shall provide documentation to Arctic Wolf that Reseller has received valid purchase orders from its Customers. The number of licenses indicated on the purchase order issued by Reseller cannot exceed the number of licenses ordered by the Customer. All Order Form(s) are subject to approval by Arctic Wolf including credit approval and are governed by the terms and conditions of this Agreement. In the event of any conflict between this Agreement and the Order Form, the terms of this Agreement govern, except to the extent expressly agreed otherwise by Arctic Wolf in the Order Form. Each Order Form (including by electronic transmission) will include the specific Software, Services, and/or Solutions being ordered, the Customer's company name, contact name, address, phone number and email address, fees, bill-to and ship-to addresses (if applicable), any tax exempt certifications and tax registration numbers (if applicable), a reference to this Agreement, and any other special instructions.
 - (iii) For so long as this Agreement remains in effect, Reseller may be required by Arctic Wolf to maintain an annual order minimum as set out in the Partner Program. In the event Reseller does not maintain the minimum annual order requirement, at Arctic Wolf's sole discretion Arctic Wolf may terminate this Agreement, including any amendments and addendums thereto, in accordance with Section 7 (Term and Termination) herein.
 - (b) Fees; Taxes.
 - (i) Fees.
 - (A) Fees for the Solutions and Third Party Offerings will be specified in the Order Forms provided by Arctic Wolf or its third party order processor to Reseller or its Authorized Distributor from time-to-time.
 - (B) All fees are exclusive of any taxes, charges, duties or other applicable amounts. Reseller will pay the taxes related to its purchases under this Agreement, or Reseller will present an exemption certificate acceptable to the taxation authorities. Applicable taxes, charges and duties (if any) will be billed as a separate item on the invoice.
 - (ii) Taxes. If Reseller transacts with an Authorized Distributor, terms pertaining to taxes shall be set forth in Reseller's terms with the Authorized Distributor. If Reseller transacts directly with Arctic Wolf, the following shall apply as applicable:
 - (A) Except as provided in subsection (B) below, if any amounts (including any taxes, charges, duties or other applicable amounts) are required to be withheld by Reseller from any amount payable to or for the benefit of Arctic Wolf under this Agreement, Reseller will: (1) pay an additional amount to Arctic Wolf such that the net amount received by Arctic Wolf, after all required withholdings (including any withholdings applicable to amounts payable pursuant to this sentence), equals the full amount of the payment then due; and (2) pay, or cause to be paid, the full amount withheld to the relevant tax authority in accordance with law.
 - (B) If Reseller is domiciled solely in LATAM this subsection (B) shall apply. All Fees are exclusive of any taxes, charges, duties or other applicable amounts. Reseller will pay the taxes related to its purchases under this Agreement, or Reseller will present an exemption certificate acceptable to the taxation authorities. Applicable taxes, charges and duties (if any) will be billed as a separate item on the invoice. Notwithstanding anything to the contrary contained in this Agreement (including the remainder of this Section), if any taxes are required to be withheld by Reseller ("**Withholdings**") from any amount payable to or for the benefit of Arctic Wolf under this Agreement, then Reseller: (i) shall be entitled to withhold and deduct such Withholdings from any payments owing to Arctic Wolf under this Agreement, unless Arctic Wolf has provided the appropriate waiver in advance, in which case Reseller shall not deduct Withholdings from the Fees payable to Arctic Wolf; and (ii) will pay, or cause to be paid, to the relevant tax authority the amount of such Withholdings in accordance with applicable law. Reseller may not deduct from Arctic Wolf's Fees any additional amounts for administration costs or expenses, fines, penalties, or Fees related to the Withholdings. If any Withholdings are required, Reseller will issue an official receipt for the Withholdings by the date stipulated by the relevant taxing authority. Reseller will reasonably assist Arctic Wolf to claim reimbursement of such Withholdings paid by promptly providing any requested documents or information relating to the payment of such Withholdings.
 - (c) Invoicing and Payment.
 - (i) Arctic Wolf will invoice in accordance with the Order Form and invoicing terms may vary depending on the Solution, Software, and/or Service being purchased. For clarity, unless otherwise agreed to in an amendment to the Agreement or an Order Form signed by both Parties, purchases for Professional Services shall be invoiced as of the date Arctic Wolf accepts the Order Form and shall be paid in accordance with Section 4.2(c)(ii) below, regardless of when such Services are delivered and/or accepted.
 - (ii) Unless otherwise agreed by Arctic Wolf, all payments must be made in the currency and in accordance with the payment terms set forth on the Order Form. If payment terms are not set forth on the Order Form, payment terms shall be net thirty (30) from the date of invoice. Any sum not paid by Reseller when due will bear interest from the due date until paid at the maximum rate permitted by law.
- 4.3 No Reseller Terms. Notwithstanding any other provision of this Agreement or any Order Form, even if Arctic Wolf acknowledges or otherwise accepts Reseller purchase orders or such other similar Order Form confirmation document directly or indirectly through an Authorized Distributor, any standard printed terms included on such documents that Reseller issues shall be void and unenforceable and not be deemed to be a part of the terms and conditions under which Arctic Wolf is providing the Software, Services, and/or Solutions, or modify or supplement the terms and conditions of this Agreement or otherwise govern the relationship between Reseller and Arctic Wolf in any way.

5. PRODUCTS AND SERVICES.

5.1 Solutions.

- (a) Any and all use of the Solution by Customers shall be subject to the terms and conditions of the applicable Customer Terms located at <https://arcticwolf.com/terms/> (or such other location communicated by Arctic Wolf from time to time). Arctic Wolf may revise its Customer Terms, including the location of where such terms are made available, without notice to Reseller. Reseller shall be responsible for ensuring that Customers agree to the applicable Customer Terms, including those terms that may be set out in an Order, prior to reselling the applicable product and/or service to the Customer. All applicable Customer Terms shall be directly between Arctic Wolf and the Customer, and nothing in this Agreement shall limit any Customer Terms separately provided by Arctic Wolf to the Customer.
- (b) For clarity, all Professional Services are subject to the Professional Services Agreement and Reseller shall be responsible for ensuring Customers agree to such agreement prior to reselling the Professional Services to the Customer.
- (c) Arctic Wolf may update, change or discontinue any Software, Service, and/or Solutions, at any time, in its discretion; provided, however, any express warranties set forth in the applicable Customer Terms shall continue to apply with respect to any Software, Service, and/or Solution previously sold to a Customer.

5.2 Third-Party Offerings.

- (a) Reseller acknowledges and agrees that: (i) Third Party Suppliers are solely responsible and liable for Third Party Offerings; (ii) Third Party Offerings are licensed by Third Party Suppliers to the Customer pursuant to the applicable Customer Terms identified by the Third Party Supplier and that Arctic Wolf is not the licensor or sub-licensor of any Third Party Offerings; (iii) Third Party Suppliers provide support to the Customer directly or in some cases, authorize Arctic Wolf to do so; and (iv) any warranties relating to the Third Party Offerings are provided by the Third Party Suppliers (and not Arctic Wolf) to the Customer.
- (b) Reseller will use commercially reasonable efforts to comply with any Third Party Supplier's branding guidelines.
- (c) Except as expressly agreed to in writing by Arctic Wolf, Reseller is limited to reselling Third Party Offerings to those Customers who have accepted the unmodified terms of the applicable Customer Terms.
- (d) Upon written notice from Arctic Wolf, Reseller will cease promoting, marketing and electronically reselling those Third Party Offerings identified by Arctic Wolf, in accordance with Arctic Wolf's instructions.

6. RESTRICTIONS.

Reseller is limited to distributing products and/or services to those Customers who have accepted the unmodified terms and conditions referenced in Section 5 (Products and Services) above. Reseller shall ensure that it and its personnel shall:

- (a) not promote, market or distribute the Arctic Wolf Solution and/or Third Party Offerings to anyone other than Customers in the Territory(ies);
- (b) not knowingly sell or otherwise provide the Solutions to any Customer that produces or sells any product, or similar product that could compete with the Solutions;
- (c) not white label or rebrand the Solutions and/or Third Party Offerings;
- (d) not market solutions that are competitive to the Solutions;
- (e) conduct their business and activities in such a manner so as to promote a positive image and good public relations for Arctic Wolf;
- (f) not engage in deceptive, tortious, offensive, misleading, illegal, or unethical practices that may be detrimental to Arctic Wolf or to the Solutions and any representations Reseller makes about Arctic Wolf and its Solutions shall be fair and accurate;
- (g) not make any representations, warranties, or guarantees to Customers that are not in accordance with the documents and specifications provided by Arctic Wolf for the Solutions or by Third Party Suppliers for the Third Party Offerings;
- (h) comply at Reseller's sole expense with all applicable federal, national, state, provincial, and local laws and regulations in relation to the Solutions and in performing its duties with respect to this Agreement, including, without limitation, those tax, foreign exchange, transfer of money, marketing, consumer protection, anti-mafia or anti-terrorist laws specific to the Territory(ies), as well as any applicable laws regarding export, import and use of the Solutions and/or Third Party Offerings, data protection and privacy;
- (i) not represent that the Solutions and/or Third Party Offerings are designed or licensed for use in circumstances where the failure of any part of the Solutions (including, without limitation, the Software) and/or Third Party Offerings are likely to result in significant risks to health or safety, where fail-proof delivery of time-specific information is required, or in otherwise hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems;
- (j) not engage in business practices, promotions, or advertising which may be injurious to the reputation or business goodwill of Arctic Wolf and comply with the current Branding Guidelines;
- (k) not sell the Solutions and/or Third Party Offerings directly or indirectly to any USA government agency or any third party entity on behalf of any USA government entity, except in compliance with all applicable laws, orders, codes, and regulations and Reseller is not authorized to sell and/or make available any Solutions to the USA government except under a commercial item contract executed by a contracting officer duly authorized to execute the contract on behalf of the USA government and containing or incorporating by reference no provisions regarding data rights, intellectual property or rights in computer software/documentation except for the applicable Arctic Wolf license or such standard commercial licensing terms as Arctic Wolf has supplied or may supply to Reseller;
- (l) ensure that its knowledge relating to the Solutions and/or the Third Party Offerings is current, which may include undergoing training as may be reasonably required by Arctic Wolf from time-to-time; and
- (m) ensure that each Customer who purchases Software and, if applicable, Third Party Offerings is warned that the Software may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and use of the software.

7. TERM AND TERMINATION.

- 7.1 The term of this Agreement will commence on the Effective Date and, unless terminated in accordance with this Section, will: (i) continue for an initial term of one (1) year; and (ii) thereafter automatically renew for successive one (1) year terms, unless terminated by either Party in accordance with this Agreement.

7.2 This Agreement may be terminated by either Party: (i) upon thirty (30) days written Notice (as defined in Section 14.10 (Notices)) to the other Party of a breach of a material provision of this Agreement, including but not limited to the payment of any fees payable in relation to this Agreement when due, if such breach remains uncured at the end of such thirty (30) days; or (ii) immediately if the other Party ceases to carry on business as a going concern or becomes the subject of voluntary or involuntary bankruptcy or liquidation proceedings or if a receiver or similar officer is appointed with respect to the whole or substantial part of its assets or any insolvency event similar to the foregoing occurs under applicable law.

7.3 This Agreement may be terminated by Arctic Wolf upon a sale of all or substantially all the assets of Reseller, any merger, consolidation or acquisition of Reseller with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Reseller in one or more related transactions;

7.4 This Agreement may be terminated for convenience by either Party upon thirty (30) days written Notice.

8. TERMINATION REMEDIES.

8.1 If Reseller breaches this Agreement, Arctic Wolf or its agent may take certain actions they deem appropriate, which may include but is not limited to temporary or permanent immediate suspension or termination of Reseller's rights hereunder.

8.2 Unless expressly agreed by Arctic Wolf in writing, if all or a portion of an Order Form is terminated for any reason, Reseller shall not be entitled to any refund either directly or indirectly from Arctic Wolf.

8.3 Except as expressly provided herein, Arctic Wolf shall not have any liability to Reseller arising from or related to the termination of this Agreement, or any rights or licenses granted herein, in accordance with this Agreement.

9. EFFECT OF EXPIRATION OR TERMINATION.

9.1 Upon termination of this Agreement, Reseller shall: (a) return to Arctic Wolf any and all Arctic Wolf marketing collateral supplied to Reseller by Arctic Wolf or anyone else in support of this Agreement; (b) remain liable for payment of any and all fees incurred by Reseller, whether invoiced directly or indirectly by Arctic Wolf, pursuant to this Agreement, whether invoiced or not, at the time of termination; and (c) provide Arctic Wolf with a list of Customers that have purchased the Solutions from Reseller within the last two (2) years prior to termination.

9.2 Arctic Wolf may take such additional measures as it deems reasonable, in its sole discretion, to protect the availability and continuity of services for Customers after termination of this Agreement, and Reseller shall reasonably cooperate with Arctic Wolf to facilitate such continued availability and continuity of service for the benefit of Customers.

9.3 Except as expressly provided herein, the termination of this Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief. Any termination of this Agreement for cause shall be without prejudice to any other rights or remedies Arctic Wolf may be entitled to under this Agreement, or at law (subject to any restrictions contained in this Agreement).

10. CONFIDENTIALITY.

10.1 **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 Products 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.

10.2 **Exceptions.** The restrictions stated in Section 10.1 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.

10.3 **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 a Party in addition to all other legal remedies without the need to post bond.

11. **OWNERSHIP AND INTELLECTUAL PROPERTY.** EXCEPT FOR THE LIMITED USE RIGHTS EXPRESSLY PROVIDED IN THIS AGREEMENT, RESELLER ACKNOWLEDGES AND AGREES THAT IT DOES NOT ACQUIRE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, INCLUDING WITHOUT LIMITATION PATENTS, INDUSTRIAL, INTANGIBLE, DESIGNS, TRADEMARKS, COPYRIGHT, MORAL, TRADE SECRET, CONFIDENTIAL INFORMATION OR OTHER RIGHTS IN OR RELATING TO THE SOLUTIONS OR OTHER ARCTIC WOLF INTELLECTUAL PROPERTY ("INTELLECTUAL PROPERTY RIGHTS"), ARCTIC WOLF CONFIDENTIAL INFORMATION, OR ANY TRANSLATION OR OTHER DERIVATIVE WORK THEREOF. RESELLER AGREES IT WILL NOT REFUTE OR OTHERWISE CHALLENGE ARCTIC WOLF'S OWNERSHIP OF THE INTELLECTUAL PROPERTY RIGHTS. ALL COMMENTS, IDEAS, CHANGES OR OTHER FEEDBACK PROVIDED BY RESELLER TO ARCTIC WOLF REGARDING THE SOLUTIONS WILL BE OWNED BY ARCTIC WOLF.
12. **WARRANTY, LIMITATION OF WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY.**
- 12.1 Warranty. Arctic Wolf will grant Customers the warranty on the Solutions set out in the applicable Customer Terms under which the Solutions have been licensed and/or the applicable product terms, and such warranty will be Customers sole warranty in relation to the Solutions. Arctic Wolf disclaims any and all representations or warranties with respect to third party products, including Third Party Offerings, ordered by Reseller under this Agreement.
- 12.2 Limitation of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12.1 (WARRANTY), AND SUBJECT TO APPLICABLE LAW, ARCTIC WOLF MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS EITHER EXPRESS OR IMPLIED TO RESELLER, CUSTOMER OR ANY THIRD PARTY, AND ARCTIC WOLF EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, CONDITIONS OR WARRANTIES, RELATING TO OR ARISING FROM THE SUPPLY OF THE SOLUTIONS, PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, OR THIS AGREEMENT GENERALLY, INCLUDING ANY IMPLIED, REPRESENTATIONS, CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, TITLE, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOLUTIONS WILL WORK UNINTERRUPTED OR ERROR-FREE. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARCTIC WOLF SPECIFICALLY DISCLAIMS: (A) THE SUITABILITY OF THE SOLUTIONS FOR USE IN MISSION-CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS; (B) ANY WARRANTIES OR CONDITIONS RELATED TO THE SOLUTIONS (EXCEPT AS EXPRESSLY PROVIDED FOR IN THE APPLICABLE CUSTOMER TERMS); (C) ANY WARRANTY OR CONDITION RELATED TO AIRTIME SERVICES; AND (D) ANY OBLIGATION WITH RESPECT TO ANY DATA STORED IN THE SOLUTIONS INCLUDING WITHOUT LIMITATION, WHEN SUCH PRODUCTS (IF APPLICABLE) ARE RETURNED FOR REPAIR OR REPLACEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.
- 12.3 Reseller Indemnity. Reseller agrees to indemnify Arctic Wolf and its Affiliates, and their officers, directors, employees and subcontractors against any claims, judgments, damages, costs, (including reasonable lawyers' fees and disbursements) and settlements agreed to by Reseller and/or Reseller's Affiliates in relation to: (i) any advertising, distribution, sale or marketing of the Solutions under this Agreement, in a manner not expressly and in writing permitted by Arctic Wolf under this Agreement (including without limitation making available the Solutions and/or the Third Party Offerings pursuant to the terms of an agreement other than the applicable Customer Terms; (ii) any infringement claim arising from or in connection with: (1) modifications to the Solutions or any portion thereof where such modification is made by Reseller, or on behalf of Reseller, or authorized by Reseller; (2) any materials provided by or on behalf of Reseller to Arctic Wolf regarding any modification to the Solutions where such claim would not arise but for such materials; or (3) an Customer's combined use of the Solutions or portion thereof with other software and/or hardware products or applications not supplied by Arctic Wolf where such combined use is recommended by Reseller and the software and/or hardware products or applications are supplied to Customer by Reseller; provided however, that in relation to any of (i) or (ii): (A) Reseller is promptly notified in writing of such claim, (B) Reseller shall have the sole control of the defense and/or settlement thereof, (C) Arctic Wolf furnishes to Reseller on any reasonable request any information in Arctic Wolf's possession or control for such defense, (D) Arctic Wolf will not admit any such claim and/or make any payments with respect to such claim without the prior written consent of Reseller, and (E) Arctic Wolf shall, at Reseller's expense, cooperate with, and provide such assistance to Reseller in the defense of such claims as reasonably requested by Reseller.
- 12.4 Limitation of Liability. To the maximum extent permitted by applicable law:
- (a) In no event shall Arctic Wolf be liable to Reseller, its Affiliates or to any third party claiming through Reseller for, and Reseller hereby waives: (i) any loss of profits business revenue or earnings, anticipated savings, goodwill, contracts or business opportunities or data (whether such loss shall be considered direct or indirect); (ii) any loss or damage caused by delays (whether such loss shall be considered direct or indirect); and (iii) any indirect, economic, special, commercial, incidental, exemplary, punitive or consequential damages directly or indirectly arising out of or in connection with the transactions contemplated by this Agreement; the limitations, exclusions and disclaimers set out in this Agreement shall apply regardless of whether or not such damages could reasonably be foreseen or their likelihood or the possibility of greater loss has been disclosed to Arctic Wolf.
 - (b) Subject always to the preceding paragraph, in no event shall Arctic Wolf be liable to Reseller, its Affiliates, or any third party claiming through Reseller, for any damages of any kind in excess of the fees paid by Reseller for purchases made pursuant to this Agreement in the twelve (12) months immediately preceding the incident giving rise to the liability.
 - (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 or any other kind of civil or statutory liability connected with or arising out of this Agreement; and (ii) to Arctic Wolf and its affiliated companies as well as Arctic Wolf's and such affiliated companies' directors, officers, employees, and independent contractors.
- 12.5 Reseller acknowledges and agrees that: (a) it is not entitled to any payments from Arctic Wolf as a result of Reseller's appointment as Reseller or termination or expiration thereof (whether by law, contract, operation of law, statute, regulation, or otherwise); and (b) Arctic Wolf shall have no responsibility or liability whatsoever to Reseller or any Customer or any party claiming through Reseller for any issues relating to third party products or services.

13. **APPLICABLE LAW, JURISDICTION, DISPUTE RESOLUTION.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS AS SPECIFIED BELOW ("GOVERNING LAW"), EXCLUDING CONFLICTS OF LAWS PROVISIONS AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS AS SPECIFIED BELOW AND WAIVES ANY OBJECTION THERETO ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS AND IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. 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 RESELLER'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	London

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.

14. GENERAL

- 14.1 **Delivery and Risk of Loss.** All delivery dates communicated by Arctic Wolf are best estimates only and in no event will Arctic Wolf be liable for increased cost, loss of profits or good will or any other special, incidental or consequential damages due to late delivery or non-delivery of the Solutions and/or Third Party Offerings.
- 14.2 **Insurance.** For the term of the Agreement, Reseller shall maintain adequate insurance for its activities under and in relation to this Agreement, including (without limitation): (a) any compulsory insurances as mandated by law within jurisdictions that Reseller is providing services; (b) insurance to protect Arctic Wolf property (if applicable); (c) insurance to provide coverage to Reseller's employees if injured while at work; and (d) insurance to protect Reseller against third parties or Arctic Wolf for loss, injury, damage or death. Upon Arctic Wolf's request, Reseller will provide to Arctic Wolf evidence confirming the insurance it has in place.
- 14.3 **Audit.** Reseller shall maintain accurate books and records related to its activities under this Agreement. No more often than once in any twelve (12) month period, Arctic Wolf may, at its expense, upon written notice and during business hours, audit Reseller's books and records to ensure compliance with this Agreement. The auditors shall protect the confidentiality of Reseller's information and abide by Reseller's reasonable security policies. Reseller's refusal to permit an audit within a period of thirty (30) calendar days following receipt of notice shall be a material breach of this Agreement.
- 14.4 **Force Majeure.** Arctic Wolf shall not be liable for its failure or delay in the performance of its obligations under the Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to supplier strikes, lock-outs, labor disputes or availability, third party acts, war, riot, civil disorder, acts of terrorism, curtailment of transportation, work stoppages, epidemic, compliance with any law or governmental order, prohibition, rule, regulation or direction not in force on the date the Agreement commences ("**Event of Force Majeure**"). 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 Reseller.
- 14.5 **No Agency Relationship.** Reseller acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, or franchise with Arctic Wolf. Neither Reseller nor its Affiliates shall have the authority to bind Arctic Wolf in any manner.
- 14.6 **Compliance with Laws and Export Control.** Reseller will comply with all applicable laws, ordinances, codes, regulations or policies, including without limitation any applicable privacy and data protection laws. Reseller agrees that the Arctic Wolf Solution may include cryptographic technology, data or information and will not be received, exported, imported, used, transferred, accessed or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities, including without limitation any

U.S. and Canadian export control and economic sanctions laws and regulations. Reseller represents that: (a) Reseller is eligible to resell the Arctic Wolf Solution under applicable law; and (b) Reseller will not resell the Arctic Wolf Solution for the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity.

14.7 Legal and/or Regulatory. Reseller acknowledges and agrees that notwithstanding anything to the contrary contained in the Agreement, Arctic Wolf in its discretion may choose to not ship or make available any product and/or service which, in Arctic Wolf's determination, fails to comply with legal and/or regulatory and/or contractual requirements or restrictions, and/or which Arctic Wolf is otherwise prohibited from shipping or making available (either temporarily or permanently). Reseller irrevocably authorizes Arctic Wolf to register or file or disclose on its own behalf or on behalf of Reseller a copy of the Agreement or any portion thereof, as Arctic Wolf may determine in its sole discretion, with any government authority or agency or other administrative body or as Arctic Wolf determines may be necessary. Unless Reseller is expressly authorized by Arctic Wolf in writing or required by law, Reseller will ensure that the Agreement is not registered or filed anywhere or otherwise disclosed to any third parties. Where Reseller is required by a law of the Territory(ies) to disclose the Agreement, Reseller agrees to: (i) provide Arctic Wolf with sufficient notice to enable Arctic Wolf to seek an order to limit or preclude such disclosure; (ii) redact from the Agreement being disclosed, any commercial or other information that is not mandatory to disclose or legally permitted to be redacted; and (iii) ensure that the recipient is made aware of the confidential nature of the Agreement being disclosed. Unless otherwise expressly agreed to in writing by Arctic Wolf, Reseller acknowledges and agrees that Arctic Wolf is providing only English documentation. Any translation or localization obligations relating to the Arctic Wolf Solution, products and/or the English documentation, to comply with local legal, regulatory or other requirements shall be Reseller's responsibility and shall be performed by Reseller at Reseller's cost and only in accordance with Arctic Wolf's instructions and then current translation guidelines in effect from time-to-time.

14.8 Data Privacy and Protection.

- (a) Reseller expressly consents to Arctic Wolf's collection and use of certain Reseller personal information (including contact names, business addresses and email addresses), which information will be used to distribute communications and updates regarding this Agreement and the Partner Program. All such personal information will be collected, processed and/or maintained by Arctic Wolf in accordance with Arctic Wolf's Privacy Notice (as may be amended from time-to-time by Arctic Wolf and which is incorporated by reference herein, the current version of which can be viewed at <https://arcticwolf.com/privacy-policy/>). Reseller may withdraw its consent at any time through links available in Arctic Wolf's Privacy Notice, or by writing to Arctic Wolf at: Legal Department, 8939 Columbine Road, Eden Prairie, MN 55347.
- (b) Where Arctic Wolf has provided Reseller with contact information for Arctic Wolf's Authorized Distributors, which in certain jurisdictions may be deemed to be that distributor's personal information, Reseller will comply with all applicable laws related to the use and disclosure of such information.

14.9 Assignment and Successor. Arctic Wolf may assign this Agreement with Notice to Reseller. Reseller will not assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of Arctic Wolf and any assignment without Arctic Wolf's prior written consent shall be null and void and of no effect. Arctic Wolf may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its Affiliates, contractors or subcontractors or may outsource the performance of some or all obligations to a third party.

14.10 Notices. Any notice, request, demand or other communication required or permitted under this Agreement ("**Notices**") will be in writing and shall be sufficiently given if delivered by hand or sent by registered or recorded mail, courier, email or facsimile addressed to the other Party at the address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. In addition to the above, Notices to Arctic Wolf are to be sent to Attention: Legal Department, Arctic Wolf Networks, Inc., 8939 Columbine Road, Eden Prairie, MN 55347, legal@arcticwolf.com. Any such notices, requests, demands or other communications shall be deemed received and effective: (i) upon delivery, if delivered personally; or (ii) on the date of receipt of facsimile, mail, email or courier, where a confirmation of receipt is provided for such facsimile, mail, email or courier.

14.11 Third Party Beneficiaries. Arctic Wolf's in-bound suppliers and licensors are third party beneficiaries of the protections and restrictions set out in this Agreement. Except as otherwise specifically stated in this Section, the provisions of this Agreement are for the benefit of Reseller and Arctic Wolf and not for any other person or entity.

14.12 Marketing and Promotion. From time-to-time, Arctic Wolf lists and/or mentions its customers and channel partners in its marketing and communications initiatives. Reseller agrees that Arctic Wolf may use Reseller's name and logo worldwide, free of charge for such purpose for the duration of this Agreement. In addition, subject to applicable privacy law and Privacy Notice, Reseller expressly consents to Arctic Wolf contacting Reseller for marketing or promotional purposes.

14.13 Non-Exclusivity. Reseller acknowledges that Arctic Wolf and/or Arctic Wolf Affiliates may have appointed and may, from time-to-time, appoint other distributors, resellers and agents to distribute Arctic Wolf products and/or services in the Territory(ies), and that Arctic Wolf and/or Arctic Wolf Affiliates may have distributed and may, from time-to-time, distribute directly or indirectly Arctic Wolf products and/or services in the Territory(ies) and that nothing in the Agreement precludes Arctic Wolf from doing any of the foregoing.

14.14 Entire Agreement. Unless otherwise specified in an addendum, this Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreement, whether oral or written between the Parties. There are no conditions, understandings, collateral agreements, representations, or warranties expressed or implied, that are not specified in this Agreement.

14.15 Amendments. Except to the extent expressly precluded by applicable law, this Agreement may be amended and/or supplemented by the Parties from time to time, pursuant to the following process:

- (a) where the Parties have agreed additional terms, conditions and/or restrictions in respect of a particular Order Form, by incorporating such terms in the applicable Order Form;
- (b) for new product and/or service introductions, or modifications to the way Reseller promotes, markets or resells a particular product and/or service, by Arctic Wolf issuing a notice to Reseller and providing Reseller with thirty (30) days to either accept or reject such change. If Reseller wishes to reject a change, Reseller agrees to provide Arctic Wolf with written notice of the same, outlining its specific concerns. The Parties will then mutually discuss and agree next steps, which may include a modification to

this Agreement or termination of Reseller's rights hereunder. In the event Arctic Wolf does not receive such notice from Reseller at the end of the thirty (30) day notice period, then Reseller will be deemed to have accepted the change; and

- (c) for all other modifications, by Arctic Wolf providing Reseller with a notice of amendment and requesting Reseller's express acceptance through the process prescribed by Arctic Wolf in its communication to Reseller. In the event Arctic Wolf does not receive express acceptance from Reseller pursuant to the prescribed process, then Arctic Wolf may terminate this Agreement in accordance with Section 7 (Term and Termination).

14.16 No Waiver. The waiver by either Party of any right provided under this Agreement must be in writing and signed by such Party and any waiver will not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

14.17 Severability. To the extent any section, clause, provision or sentence or part thereof ("**Part**") of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Agreement; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render this Agreement valid and enforceable.

14.18 Survival. Sections 4.2(b) (Fees), 4.2(c) (Invoicing and Payment), 6 (Restrictions), 7 (Term and Termination), 8 (Termination Remedies), 9 (Effect of Expiration or Termination), 10 (Confidentiality), 11 (Ownership and Intellectual Property), 12 (Warranty, Limitation of Warranty, Indemnity and Limitation of Liability), 13 (Applicable Law and Jurisdiction), 14.6 (Compliance with Laws and Export Control), 14.7 (Legal and/or Regulatory), 14.18 (Survival), and 14.19 (Order of Precedence) will survive termination of this Agreement.

14.19 Order of Precedence. To the extent of a conflict between this Agreement and any Order Forms: (a) in respect of Sections 10 (Confidentiality), 11 (Ownership and Intellectual Property) and 14.6 (Compliance with Laws and Export Control), this Agreement will prevail; and (b) for all other Sections, unless the Order Form expressly states that it modifies or varies this Agreement, this Agreement will prevail.