

GLOBAL DISTRIBUTOR AGREEMENT (online)

This Distributor Agreement (this "Agreement") is entered into by and between the Distributor identified on the signature block below ("**Distributor**") and Arctic Wolf Networks, Inc. ("**Arctic Wolf**") as of the date of the last signature below. Arctic Wolf and Distributor are sometimes individually referred to herein as a "Party" and collectively as the "Parties". This Agreement allows Distributor the right to act as distributor of Arctic Wolf Solutions in the Territory under the terms and conditions of this Agreement.

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

1. DEFINITIONS

All capitalized terms used in this Agreement shall have the following meanings.

"**Affiliates**" is defined as any corporation or other entity that shall control, be controlled by, or be under common control with Arctic Wolf, directly or indirectly during the Term of this agreement. The term "control", including the term "controlled by" shall mean holding, directly or indirectly, more than fifty percent (50%) of the issued stock entitled to vote for the election of directors of such corporation.

"**Arctic Wolf Technology**" means the Solutions and Documentation, including all Feedback, improvements, modifications, translations and derivative works thereof.

"**Customer**" is defined as the ultimate end user who receives the Solutions for such end user's own use and not for resale or distribution.

"**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 Distributor Portal, the Solutions and details related to the delivery thereof, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party and all derivatives thereof.

"**Documentation**" means user manuals, training materials, product descriptions and specifications and other printed information, as may be updated from time-to-time, relating to the Arctic Wolf Solution, as in effect and generally available from Arctic Wolf, expressly excluding marketing and sales collateral and materials.

"**End User License Agreement**" means applicable product agreements located at <https://arcticwolf.com/terms/> and any successor URL, as designated by Arctic Wolf, as may be updated from time-to-time.

"**Intellectual Property Rights**" means any intellectual property or proprietary rights, including but not limited to copyright rights, moral rights, trademarks (including logos, slogans, trade names, service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights, recognized in any country or jurisdiction in the world.

"**Order Form**" means any order forms, quotes, or other ordering document executed or accepted by Distributor setting forth Solutions purchased by Customer.

"**Price**" is defined as the prices for Arctic Wolf's products and services published in the current Product and Price list and may be amended by Arctic Wolf at its discretion, with or without notice.

"Program Guide" means the document provided to Distributor by Arctic Wolf from time to time that includes general information about Arctic Wolf's Partner Program and describes the Program requirements and benefits. The Program Guide is incorporated into this Agreement by this reference.

"Authorized Partner" is defined as a company that purchases the Solutions from the Distributor and has a partner agreement with Arctic Wolf.

"Solutions" is defined as the products and services, including hardware equipment ("**Equipment**"), services (but excluding Professional Services) ("**Service**"), and/or software ("**Software**") as specified on the Order Form, including any third-party products incorporated therein and may be amended by Arctic Wolf at its discretion, with or without notice.

"Territory" means the region in which Distributor is domiciled but specifically excludes any country or region that is subject to export control and sanction regulations, trade embargo and/or other exclusion.

"Trademarks" is defined as the list of Arctic Wolf trademarks and trade names, as amended with or without notice by Arctic Wolf from time to time.

2. APPOINTMENT

2.1 Appointment.

2.1.1 Subject to the terms and conditions of this Agreement, Arctic Wolf grants the Distributor the right to act as a distributor in the Territory by marketing and distributing to Authorized Partners in the Territory Solutions purchased by Distributor. Unless otherwise agreed by Arctic Wolf in writing, Arctic Wolf will be responsible for shipping Equipment to an end user.

Distributor will issue quotes to Authorized Partners or may register deals on behalf of Authorized Partners. Distributor will provide to Arctic Wolf a copy of any quote issued to the Authorized Partner to allow Arctic Wolf to review and validate the accuracy and completeness of the bill of materials, quote, or order form prior to Distributor issuing the quote or order form to the Authorized Partner. For the avoidance of doubt, Distributor has sole discretion in setting its resale price to Authorized Partners. Distributor shall not sell the Solutions directly to Customers unless with prior written approval from Arctic Wolf. If Distributor ceases to be in compliance with the Order Form, applicable Terms, and Program Guide, Arctic Wolf may notify Distributor that it is prohibited from acting as a distributor and, upon receipt of such notice, Distributor will immediately cease acting as a distributor until such breach is cured in accordance with Section 6.1 herein or the Agreement is terminated.

2.1.2 Subject to Arctic Wolf's prior written approval (email sufficient) and execution of any separately provided documentation, Distributor may permit its Affiliates to exercise all or a portion of the rights granted in this Agreement provided: (i) Distributor is jointly and severally liable with each such Affiliate for its compliance with the terms of this Agreement; and (ii) Distributor 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 Distributor, reserves the right to request that a Distributor Affiliate may no longer benefit from the terms of this Agreement.

2.2 Territory Restrictions. Distributor acknowledges that its primary focus shall be on Customers located in the Territory.

2.3 End User License Agreement. Distributor acknowledges and agrees that Customer's Subscription to the Solutions is subject to Customer's agreement to Arctic Wolf's applicable product agreement located at <https://arcticwolf.com/terms/> and referenced on Distributor's purchasing document with Customer. Depending on the partner relationship, Distributor understands that Arctic Wolf may require that Customers acknowledge and agree to Arctic Wolf's applicable product agreement and/or any such other terms and conditions as part of the registration or installation process.

2.4 Independent Contractor/Indemnification. The parties expressly understand and agree that Distributor is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its officers, employees and agents and its labour costs and expenses arising in connection and for any and all claims, liabilities, damages, taxes or debts of any type whatsoever that may arise on account of and will indemnify Arctic Wolf and Affiliates, and each of their directors, officers and employees from any loss, damage, settlement, attorney fees and other expenses relating to any allegation concerning Distributor's activities, or those of its officers, employees or agents, in connection with this Agreement.

2.5 Flow-Downs Terms. Arctic Wolf does not accept any additional or modified flow-down provisions, including SLED, Panel, Framework, Federal Acquisition Regulation ("FAR"), and any such other similar government or public sector contractual terms (collectively, "Flow Downs"), notwithstanding existence of such provisions on Order Forms, purchase orders or supplementary documentation or Arctic Wolf's acceptance of such Order Forms, purchase orders, or other documentation. This Agreement shall not be construed by Distributor as a representation that Arctic Wolf will furnish supplies or information needed by Distributor to fulfil Distributor's Flow Downs obligations under any such bid or other direct-held commercial contract of sale intended to result in a specific purchase order being issued with a dollar commitment to meet a named Customer's specific business requirements. Any agreement to Flow Downs by Distributor or its partners without an express and explicit written agreement by

Arctic Wolf shall not apply to Arctic Wolf and Distributor shall be solely liable to Customer for compliance with such Flow Down terms.

3. TERMS AND CONDITIONS OF SALE

3.1 Purchase Price. For each Solution purchased by Distributor directly from Arctic Wolf, Distributor shall pay to Arctic Wolf the Distributor Prices as set forth in the terms established between the Distributor and Arctic Wolf.

3.2 Price Changes. Arctic Wolf at its sole discretion reserves the right, upon at least forty-five (45) days prior written notice to Distributor, to modify pricing and discounts associated with the Solutions or to discontinue the manufacture, sale or provision of any Solutions at any time.

3.3 Orders. Distributor's orders for the Solutions must be in writing and such orders shall be subject to acceptance by Arctic Wolf. Arctic Wolf shall accept or reject an order by an order acknowledgment. The terms and conditions of this Agreement shall apply to all Distributor orders or orders' acknowledgments and supersede any different or additional terms on any Distributor orders or order acknowledgments.

3.4 Changed or Cancelled Orders. Following acceptance of an order by Arctic Wolf, such order may only be changed or cancelled with Arctic Wolf's written consent. Arctic Wolf reserves the right to cancel any orders placed by Distributor and accepted by Arctic Wolf as set forth above, or to refuse or delay implementation, if Distributor (i) fails to make any payment as provided in this Agreement or under the terms of payment set forth in any invoice or otherwise agreed by Arctic Wolf and Distributor, or (ii) otherwise fails to comply with the terms and conditions of this Agreement. No such cancellation, refusal or delay by Arctic Wolf will be deemed a breach of this Agreement.

3.5 Acceptance. All orders shall be considered complete and accepted upon receipt of Purchase Order from Distributor to Arctic Wolf, and compliance of an Order Form with Arctic Wolf's internal policies.

3.6 Payment Terms. Arctic Wolf shall invoice Distributor upon receipt of Purchase Order. Distributor shall pay 100% of the purchase prices set forth in Arctic Wolf's invoice within thirty days from date of Arctic Wolf's invoice, unless Arctic Wolf agrees in writing to extend the payment period beyond thirty days within the calendar month immediately following the date of Arctic Wolf's invoice. Arctic Wolf may issue one or more invoices for an order. Payment shall be made in the currency set forth in the invoice and by wire transfer to a bank account designated by Arctic Wolf. If Distributor fails to pay any Arctic Wolf invoice by its due date, then Arctic Wolf has the following rights and remedies: (i) demand payment and suspend its performance until full payment is received; (ii) terminate its license and disable any software so that the Product is no longer usable; (iii) initiate arbitration under this Agreement; and/or (iv) take all other necessary actions under law and equity.

3.7 Right to Take Order Directly. If Arctic Wolf determines or believes Distributor is unable or unwilling to process an order from an Authorized Partner, Arctic Wolf reserves the ability without notice to cancel its order and transact directly with the Authorized Partner.

3.8 Taxes.

3.8.1 Indirect Taxes. 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.

3.8.2 Withholding Taxes.

3.8.2.1 Except as provided in subsection 3.8.2.2 below, if any amounts (including any taxes, charges, duties or other applicable amounts) are required to be withheld by Distributor from any amount payable to or for the benefit of Arctic Wolf under this Agreement, Distributor 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.

3.8.2.2 If Distributor is domiciled solely in LATAM this subsection 3.8.2.2 shall apply. All Fees are exclusive of any taxes, charges, duties or other applicable amounts. Distributor will pay the taxes related to its purchases under this Agreement, or Distributor 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 Distributor ("**Withholdings**") from any amount payable to or for the benefit of Arctic Wolf under this Agreement, then Distributor: (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 Distributor 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. Distributor 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, Distributor will issue an official receipt for the Withholdings by the date stipulated by the relevant taxing authority. Distributor 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.

4. WARRANTIES

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

5. DISTRIBUTOR'S OBLIGATIONS

5.1 Limitations on Distribution. Distributor has the right to distribute the Solutions to Authorized Partners approved by Arctic Wolf within the Territory.

5.2 No Further Representations. Neither Distributor nor any of its officers, employees or agents shall have any right to make any other warranties or promises for the use of the Solutions that are not contained herein.

5.3 No Alterations. Distributor shall not alter the Solutions acquired under this Agreement. Distributor acknowledges that the Solutions are distributed to Authorized Partners and their Customers subject to the terms of the applicable product agreement for the Solutions.

5.4 Staffing and Training. Distributor shall employ sufficient qualified employees and agents to assist in diligently performing all its duties as mutually agreed upon in writing and shall take advantage of technical training programs offered by Arctic Wolf for such persons at Distributor's expense.

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

5.6 Data Protection. If a party provides the other party with personal information concerning Customers, Customer's end users, prospects or employees, each party will only use the information in connection with the purposes outlined in this Agreement, or as otherwise indicated at the time a party receives such information (the **"Intended Purposes"**). Neither party will deliver, disclose or otherwise make such personal information available to the other party, or Authorized Partner (as applicable), except as required for the Intended Purposes and unless the party has consented to such disclosure and/or has obtained all necessary consents required from the subjects to whom the personal information relates. With respect to Arctic Wolf, the information may be maintained in data centres in the United States, Canada, Germany, or in other parts of the world and the information may be accessed by Arctic Wolf's global personnel and authorized third parties as required for its business purposes and Distributor consents to the aforementioned transfer and access of such information. Distributor agrees to comply with all applicable laws, including but not limited to privacy and data protection laws, provide all relevant notices, and gives consent and will obtain any other necessary consent required to share the information with Arctic Wolf and its authorized third parties for the Intended Purposes. Both parties shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to, or unauthorized destruction of personal information, and the unlawful access to or processing of personal information. Distributor acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement (if any): (i) Non-European Data Protection Legislation or consumer laws may apply; and/or (ii) the European Data Protection Legislation may apply. Neither Distributor nor Arctic Wolf will be acting as the other party's processor in connection with this Agreement. The terms "processing" and "personal data" as used in this Section 5.7 have the meanings given in the European Data Protection Legislation or other applicable data privacy law.

5.7 Covenants. Distributor acknowledges and agrees: (i) to abide by the terms and conditions of, to perform its obligations pursuant to and to meet the requirements set forth in, this Agreement, the Order Form, and the applicable Terms; (ii) that it has the corporate authority to enter into and perform under this Agreement, without violation of any of its obligations to third parties;

(iii) to represent the Solutions accurately and fairly, to avoid any misleading or unethical business practices, (iv) to at all times comply with all applicable laws and regulations, including, without limitation, all privacy and Trade Control (as defined in Section 5.10) laws and regulations and the U.S. Foreign Corrupt Practices Act (the “**FCPA**”) as provided in Section 5.9 and 5.10 below; (v) to not export, reexport, or transfer the Solutions unless specifically authorized by Arctic Wolf; (vi) to use the Arctic Wolf Technology solely for the purposes acting as a distributor; and (vii) to not compete with Arctic Wolf as a provider of the Solutions to the extent permitted by applicable competition laws.

5.8 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the FCPA. Distributor will not (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause Arctic Wolf to violate the FCPA, the UK Bribery Act, or other applicable foreign anti-corruption laws or regulations. Distributor will not, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if Distributor or any Distributor, officer, director, employee, agent, representative or shareholder of Distributor knows or has reason to suspect or know that any, part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Distributor acknowledges and agrees that none of Distributor's officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and Distributor agrees to immediately notify Arctic Wolf should the foregoing change during the term of this Agreement. Distributor agrees not to export, re-export, provide, or transfer Arctic Wolf products or Confidential Information to any country, location, person, or entity prohibited under U.S. export controls or economic sanctions regulations, including to any U.S. embargoed country or region (currently, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine) or governments or governmental instrumentalities of these countries, wherever located; to any person or entity identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions; to any end user with knowledge or reason to know that the Arctic Wolf Products will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes; or to any person with knowledge or reason to know that they will export, re-export, provide, or transfer the Arctic Wolf Products or any Confidential Information other than in compliance with the foregoing restrictions as updated from time to time. Distributor represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and Distributor will not make any claim to the contrary (Arctic Wolf is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence). Upon Arctic Wolf's request, Distributor will require that any of its subcontractors, consultants, agents or representatives agree in writing to comply with substantially similar representations as contained in this Section 5.9.

5.9 Trade Controls. Distributor understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Distributor's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement (“Trade Controls”). Distributor shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the “Restricted Persons Lists”). Distributor represents and warrants that it and its shareholders, members, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Distributor shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Arctic Wolf agrees to provide Distributor with all compliance related information, including, but not limited to, Export Control Classification Numbers (ECCN), Commodity Classification Automated Tracking System (CCATS), Country of Origin, Harmonized Tariff Schedule (HTS), certificate for any free trade agreement (FTA) or other preferential trade agreement and the specific rule of origin on which the certificate is based.

6. TERM AND TERMINATION

6.1 Term and Termination of Agreement. This Agreement will continue in force for an initial term of one (1) year from the Effective Date and will automatically renew thereafter in one (1) year increments (the “**Term**”) unless (i) a party provides the other party with sixty (60) days prior written notice of non-renewal prior to the expiration of the then-current Term or (ii) if otherwise earlier terminated in accordance with the terms of this Agreement. A Party may terminate this Agreement or an Order Form for cause: (i) if the other Party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written

notice of such material breach from the non-breaching Party; (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favourably resolved within sixty (60) days; or (iii) immediately, without notice, by Arctic Wolf in the event Distributor is in breach of Sections 5.8 (Covenants) or 7.2 (Restrictions).

6.2 Term and Termination of Order Form(s). Each Order Form will continue in force for the Subscription Term set forth therein. Unless otherwise provided on an Order Form, an Order Form will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term at the then-current price at the time of renewal. Either party may terminate an Order Form at the end of the Subscription Term identified therein by providing the other party written notice of termination sixty (60) days prior to the expiration of the then-current Subscription Term, unless earlier terminated as provided in this Section 6.2. For Solutions having a month-to-month Subscription Term, the effective date of termination will be the last day of the Subscription Term immediately after the 60-day notification period. As a matter of example, if notification of termination is provided on the 15th of September, the effective date of termination for the Subscription Term will be the 30th of November. With respect to any Order Form, Distributor will have no right to termination for convenience during the Subscription Term.

6.3 Termination Effect.

(a) Immediately upon termination of this agreement (the “**Termination Date**”), Distributor shall immediately cease distribution of the Solutions and all of the Distributor’s licensed rights under this Agreement shall terminate. All payments owed to Arctic Wolf by Distributor shall become due within the agreed payment terms and payable without further demand.

(b) If Arctic Wolf is terminating this Agreement due to Distributor’s breach, Arctic Wolf shall have no further obligations to Distributor with respect to any pending orders issued by Distributor. In all other cases, Arctic Wolf will honour the orders accepted by Arctic Wolf before and on the termination date and shall use commercially reasonable efforts to satisfy these orders.

(c) Within seven (7) days after the termination of this Agreement, Distributor shall return to Arctic Wolf any item embodying any Confidential Information of Arctic Wolf that may have been entrusted or created by Arctic Wolf.

6.4 Survival. The obligations under the sections pertaining to definitions, payment terms, records, limited product warranty, limitations of liability, intellectual property (excluding the trademark license), termination effect, governing law and arbitration shall survive any termination or expiration of this Agreement.

7. INTELLECTUAL PROPERTY

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

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

7.3 Marks. During the Term, Arctic Wolf hereby grants to Distributor the limited, non-exclusive, non-transferable, revocable license to use and display the Arctic Wolf trademarks made available to Distributor by Arctic Wolf from time to time (“**Marks**”) solely in connection with and solely to the extent reasonably necessary for the marketing, promotion, and distribution of the Solutions to prospective customers and end users in accordance with the terms and conditions of this Agreement, any posted guidelines, and all applicable laws. Distributor shall not remove or alter the Marks or other proprietary notices incorporated in, marked on or affixed to the Solutions, Documentation, marketing materials or other materials provided by Arctic Wolf. Distributor shall market, promote, and distribute the Solutions only under the Marks, and not under any other trademark or logo including a combination with any

other trademarks or brand names. Distributor shall not use the Marks or any other trademarks or trade names of Arctic Wolf or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product of Distributor. Distributor shall not use or authorize any person to use any of the Marks as a trade name or domain name. Distributor shall not seek to register in any country any of the Marks or domain names including any Marks (or any confusingly similar marks or translations or transliterations of the Marks) in either Distributor's or any third party's name and agrees to transfer any such registrations or domain names to Arctic Wolf on Arctic Wolf's request. Distributor's use of the Marks shall be pursuant to Arctic Wolf's branding policies as Arctic Wolf may communicate to Distributor from time to time, and Distributor shall promptly modify its use of the Marks to conform to such policies. If Distributor's use does not conform to the guidelines, then Arctic Wolf may request and, upon receipt of such request, Distributor shall immediately cease any further use of the Marks. During the Term, Distributor consents to Arctic Wolf using its name and logo to identify Distributor as a Distributor of Arctic Wolf. Any use shall be subject to Arctic Wolf complying with any guidelines that Distributor may deliver to Arctic Wolf from time-to-time regarding the use of its name and logo.

8. CONFIDENTIALITY

8.1 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.

8.2 Exceptions. The restrictions stated in Section 8.1 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 Receiving Party's expense, to seek a protective order or otherwise prevent or restrict such disclosure.

8.3 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 Distributor in addition to all other legal remedies without the need to post bond.

9. INDEMNIFICATION

9.1 By Arctic Wolf. Arctic Wolf agrees to defend or settle, at Arctic Wolf's option, any unaffiliated third-party claim or cause of action against the Distributor alleging that the Solutions infringe or misappropriate any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, and the European Union (collectively, a "**Claim**") and to pay damages finally awarded against the Distributor and paid to an unaffiliated third party or to pay settlement amounts directly, and solely resulting from such Claim, provided that Distributor (a) promptly gives written notice of the Claim to Arctic Wolf; (b) gives Arctic Wolf sole control of the defence and settlement of the Claim (provided that Arctic Wolf may not settle any claim or cause of action unless it unconditionally releases Distributor of all liability other than the payment of amounts to be covered by Arctic Wolf hereunder); and (c) provides to Arctic Wolf all reasonable assistance at Arctic Wolf's request and expense. In the event of an actual or threatened Claim described in this Section 9.1, Arctic Wolf may, at its sole option: (i) procure for Distributor the right to continue offering the Solutions under the terms of this Agreement; (ii) replace or modify the Solutions to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate Distributor's rights to offer the Solutions, and terminate all then-existing licenses to the Solutions resold by Distributor and refund any pre-paid unused fees as of the date of termination. Notwithstanding the foregoing, Arctic Wolf will have no obligation under this section or otherwise with respect to any Claim described in this Section 9.1 based upon (A) any unauthorized use of the Solutions or any breach of this Agreement by Distributor, (B) any combination of the Solutions with other non-Arctic Wolf Solutions, equipment, software, uses or data, to the extent such Claim would not have arisen absent such combination and to the extent such combination is not reasonably anticipated, (C) any modification of the Solutions by any person other than Arctic Wolf, (D) any activity after Arctic Wolf has provided Distributor with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Solutions or (E) continued use of the Solutions after notification from Arctic Wolf. The provisions of this section set forth Arctic Wolf's sole and exclusive obligations, and Distributor's sole and exclusive remedies, with respect to any claims of infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 By Distributor. Distributor will defend, indemnify and hold Arctic Wolf harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims or causes of action against Arctic Wolf arising out of (a) any representations or warranties or any misrepresentation provided by Distributor or its representatives relating to or concerning the Solutions; (b) a breach of any obligation of Distributor set forth in this Agreement; (c) any marketing, use or other

exploitation of the Solutions, or (d) Distributor 's breach of any agreement or obligation with a Customer pertaining to the Solutions. Arctic Wolf will (i) promptly give written notice of the Claim to Distributor ; (ii) give Distributor sole control of the defence and settlement of the Claim (provided that Distributor may not settle any claim or cause of action unless it unconditionally releases Arctic Wolf of all liability other than the payment of amounts to be covered by Distributor hereunder); and (iii) provides to Distributor all reasonable assistance, at Distributor 's request and expense.

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

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

12. GENERAL PROVISIONS

12.1 Governing Law. 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 Distributor'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).

12.2 Attorney's Fees. If legal action is necessary to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall receive its reasonable attorney's fees and costs from the non-prevailing Party.

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

12.4 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.

12.5 General Provisions. Distributor may not assign or transfer, directly or indirectly, by operation of law or otherwise, this Agreement or its rights and obligations without the prior written consent of Arctic Wolf. Arctic Wolf may assign or transfer this Agreement without Distributor’s consent. If either Party is unable to perform its obligations hereunder by reason of fire, natural disaster, explosion, strike, industrial disruption, war, riot, governmental restraint or regulations, or any other similar condition beyond the reasonable control of such Party, then such Party shall give to the other party prompt written notice. Thereupon, except for the obligation to pay any fees or invoices as due, the obligations of such Party giving such notice shall be suspended for so long as such condition exists, provided that such Party shall act diligently to remedy the cause of such condition. If such condition lasts more than two (2) months, the Party receiving such notice may, at its discretion, terminate this Agreement. Except as expressly provided herein, no modification of this Agreement will be effective unless contained in writing and signed by an authorized representative of each party. The Parties understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labour costs and expenses arising in connection with this Agreement. Arctic Wolf’s third-party suppliers or licensors are third party beneficiaries hereunder with respect to their respective product or software and reserve the right to assert claims for infringement or misappropriation of their intellectual property rights by Distributor or its reseller as to its third-party product or software. Headings in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise. Except as otherwise provided herein, this Agreement constitute the entire and complete agreement between the Parties regarding the subject matter. No change, modification, amendment, waiver or discharge of this Agreement shall be valid unless it is in writing and is executed by both Parties. No term or condition contained in Distributor’s purchase order or similar document will apply unless specifically agreed to by Arctic Wolf in writing, even if Arctic Wolf has accepted the order set forth in such purchase order.