

Terms and Conditions of Sale

1. **SCOPE.** These Terms and Conditions of Sale (the “**Terms**”), along with the terms and conditions applicable to the use of the specific good and/or the provision of the applicable service (excluding any professional services, as noted below) purchased (referred to herein as the “**Products**”) and any partner agreement entered into between the parties to govern the partner relationship shall apply to all orders accepted by Arctic Wolf for the Products unless expressly agreed otherwise by Arctic Wolf and the purchaser (the “**Customer**”) in a written agreement signed by each party (each a “**Party**” and together the “**Parties**”). The terms and conditions applicable to the use of the specific Product purchased can be viewed at <https://arcticwolf.com/terms/>. The terms and conditions applicable to the partner relationship can be found at <https://arcticwolf.com/terms/>. For clarity, the Products do not include professional services. If an order between the Parties includes professional services, these Terms shall not apply to the professional services (and any associated deliverables) ordered but these Terms shall apply to the use and provision of the Products. The provision of professional services (and any associated deliverables) is governed by the applicable Professional Services Agreement governing the specific professional services and it can be viewed at <https://arcticwolf.com/terms/>. Arctic Wolf may resell or license third party goods and services which, for the purposes of these Terms only, shall be considered part of the Product. Arctic Wolf is defined as Arctic Wolf Networks, Inc. IF YOU ARE BUYING AS AN AGENT ON BEHALF OF ONE OR MORE ENTERPRISES, YOU AGREE TO BE RESPONSIBLE FOR THE COMPLIANCE OF EACH SUCH ENTERPRISE AND THEIR END USER EMPLOYEES, WITH ALL OF THE ASSOCIATED TERMS AND CONDITIONS WITH THE PRODUCTS AND/OR SERVICES YOU ARE PURCHASING.

2. **TAXES AND FEES.** All fees or amounts payable by Customer to Arctic Wolf or an authorized partner of the Product, as applicable, are exclusive of any Taxes. Customer shall be responsible for and shall pay all taxes due under or in relation to these Terms, including, but not limited to, withholding taxes, charges, duties, levies or other applicable amounts (“**Taxes**”). If Customer is required to withhold any amounts (including, without limitation, Taxes) from payments (“**Withholdings**”), then the amount payable by Customer shall be increased by the amounts of such Withholdings. Customer shall promptly furnish Arctic Wolf with all official receipts evidencing payment of Taxes due under or in relation to these Terms.

3. **ORDER FORMS; PAYMENT; INVOICING.**

a. **Order Forms.** Order Forms shall be binding and, unless otherwise agreed, all fees thereunder shall be non-refundable, at the earliest of when: (a) an applicable purchase order form referencing an Order Form is accepted by Arctic Wolf; (b) an Order Form is signed by Customer or Partner and delivered to Arctic Wolf; or (c) Customer or Partner requests and Arctic Wolf makes the Software and/or Services available to Partner’s customer pursuant to an Order Form. Purchase Order form terms shall not vary, amend or supplement the terms of an Order Form. Without limiting the foregoing, in the event of any conflict between a purchase order and an Order Form, the Order Form shall prevail. The parties agree that, in the event the Agreement requires changes to be in writing and signed by the parties, then an Order Form shall constitute a valid and binding amendment to such Agreement. In the event of any conflict between the Agreement and an Order Form, the Order Form shall prevail. The term of any subscription for Software licenses and/or Services will be set forth on the Order Form (the “**Subscription Term**”). Subject to applicable law and Arctic Wolf’s end-of-life/end-of-sale policies, and except as otherwise specified on an Order Form, and solely for the purposes of reselling Software licenses and/or Services to a Partner’s end customer (directly or indirectly), unless either Partner (as Customer or on behalf of any Customer Licensee) or Arctic Wolf provides the other with notice of non-renewal (email sufficient to legal@arcticwolf.com) at least thirty (30) days’ prior to the end of the then-current Subscription Term, any subscription to the Software licenses and/or Services will automatically renew for successive periods of twelve (12) months each at the end of the then-current Subscription Term (each, a “**Renewal Term**”), at the same quantity(ies) set out on the Order Form pertaining to such then-current Subscription Term. Except for the terms pertaining to renewal pricing included on any Order Form, Partner shall flow down the aforementioned renewal terms (directly or indirectly) to the end customer licensee and such renewal terms shall form part of the Partner’s terms.

b. **Payment.** Unless otherwise agreed by Arctic Wolf, all payments must be made in the currency reflected on an Order Form, and in advance, or if approved by Arctic Wolf, within net thirty (30) days from the date of the invoice. Any sum not paid by Customer when due will bear interest from the due date until paid at a rate of the maximum rate permitted by law.

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

4. **LIMITED WARRANTY.** Arctic Wolf’s warranty obligations are only as stated in the applicable Product terms and conditions. Any modifications to Arctic Wolf’s warranty obligations unique to Customer’s purchase will be stated by Arctic Wolf in the applicable sales transaction documents.

5. **NO RETURNS.** Unless otherwise provided specifically in the applicable Product terms, no returns shall be accepted, and no refunds or credits will be provided.

6. **RESERVATION OF RIGHTS.** As between the Parties, Customer agrees that Arctic Wolf or its licensors retain ownership of all right, title and interest, including intellectual property rights, in all aspects of the Product. Customer’s only rights with respect to any Product shall be as provided under the terms of the Solution License Agreement set out at <https://arcticwolf.com/terms/> or other applicable agreement specific to the Product licensed.

7. **APPLICABLE LAW AND JURISDICTION; DISPUTE RESOLUTION.** The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the location of Customer’s principal place of business (“**Domicile**”), as follows:

Domicile	Governing Law	Venue
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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

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration within the venue in the table above in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. To the extent permitted by law, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

For Claims arising out of or relating to these Terms that are not subject to the dispute resolution process above, the Parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising out of or relating to these Terms.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW:

a. IN NO EVENT SHALL ARCTIC WOLF BE LIABLE FOR, AND CUSTOMER [ON ITS OWN BEHALF AND ON BEHALF OF ITS AUTHORIZED USERS (AS DEFINED IN SECTION 9 BELOW), HEREBY WAIVES ALL OF THE FOLLOWING DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE ARCTIC WOLF SOLUTION OR ANY RELATED SERVICES: (I) ALL INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; (II) ALL DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES; AND (III) ALL DAMAGES RELATED TO OR ARISING OUT OF ANY THIRD PARTY ITEMS, ANY CUSTOMER FURNISHED GOODS, SOFTWARE, SERVICES OR CONTENT OR ANY FREE-OF-CHARGE SOFTWARE OR SERVICES;

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ARCTIC WOLF TO CUSTOMER, AUTHORIZED USERS, OR TO ANY THIRD PARTY CLAIMING THROUGH THEM FOR ANY DAMAGES OF ANY KIND UNDER THESE TERMS EXCEED THE AMOUNTS RECEIVED BY ARCTIC WOLF FROM CUSTOMER FOR THE PORTION OF THE ARCTIC WOLF SOFTWARE, OR THE RELEVANT PERIOD OF THE ARCTIC WOLF SERVICE, WHICH IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND

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

9. PRIVACY POLICY. Personal information that is collected, used, processed, transferred, stored and disclosed (collectively, "Processed") by Arctic Wolf and its service providers will be treated in accordance with Arctic Wolf's Privacy Policy (which is incorporated by reference into these Terms and can be viewed at <https://arcticwolf.com/terms/privacy-notice-for-customers> and as further described in the relevant licensing document. For the purposes of these Terms, Authorized User shall mean Customer and Customer's affiliates' employees and independent contractors, Customer (on its behalf and on behalf of its affiliates and Authorized Users) consents to such Processing of personal information, including the transfer of such personal information outside of the Authorized Users' jurisdiction, whether the initial collection of such personal information was: (a) from itself, from its affiliates and/or from the its Authorized Users directly; or (b) from network service providers or third parties with goods or services used with the Products. Further, Customer represents and warrants (on its behalf and on behalf of its affiliates and Authorized Users) that it has obtained (or its affiliate has obtained) all necessary consents to such Processing, including collection of each Authorized User's personal information as required for the use of the Products, goods or services used with the Products, and as contemplated in these Terms.

10. ENTIRE AGREEMENT. These Terms together with the agreements specific to the Products ordered contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements or representations. In absence of an express acceptance of these terms, Customer acknowledges that it has agreed to these Terms by acceptance or use of, or the payment for, the Products ordered hereunder. For clarity, any additional or variant Customer purchase terms are inapplicable unless pursuant to a subsequent written agreement executed by both Parties. In the event of a conflict between these Terms and the license agreements, service

terms or other terms of use specific to the Products ordered, the terms and conditions specific to the Products ordered shall prevail solely as to the use and scope of the applicable Product.

11. DELIVERY TERMS APPLICABLE TO HARDWARE, ACCESSORIES AND/OR OTHER PHYSICAL GOODS. Customer acknowledges and agrees that: (a) any shipment dates specified are estimates only and are subject to change; (b) any delay in Customer providing Arctic Wolf with any required pre-payment or required information may impact Arctic Wolf's ability to ship the physical goods by a particular date; and (c) Customer shall validate each shipment against attached packing slips for accuracy of items and quantities promptly upon receipt and notify Arctic Wolf immediately of any discrepancy between the attached packing slip and the shipment upon discovery of any nonconformity. Unless Arctic Wolf has received notice of any nonconformity from Customer within ten (10) business days of the shipment date, Customer shall be deemed to have accepted the shipment. Delivery shall be deemed complete, and risk of loss shall pass to Customer at Arctic Wolf's point of shipment. All shipping costs including, without limitation, insurance, brokerage, duties, freight are extra and are the responsibility of the Customer.

12. MISCELLANEOUS.

a. Customer agrees that its use of the Products shall be in accordance with all applicable federal, state, provincial and local laws, rules and regulations.

b. Arctic Wolf may change the Terms at any time without notice. Arctic Wolf shall notify Customer of the change by a reasonable means of notice, including posting the revised Terms at <https://arcticwolf.com/terms/> and Customer should regularly visit the site to review the most current version of the Terms. The Terms in force at the time you place your order will govern your purchase.

c. Arctic Wolf shall not be liable for its failure to perform or the delayed performance of its obligation under these Terms if such failure results from circumstances beyond its reasonable control, including but not limited to supplier strikes, lock-outs and labor disputes, third party acts, war, riot, civil disorder, acts of terrorism, curtailment of transportation, work stoppages, epidemic, malicious damage, compliance with any law or governmental order, prohibition, rule, regulation or direction not in force on the date these Terms commence, accident, fire, flood, or severe weather conditions.

d. Customer may assign these Terms with Arctic Wolf's prior written consent.

e. To the extent any provision of these Terms is determined to be invalid or unenforceable by a competent authority in any jurisdiction, then such determination will not affect the legality, validity or enforceability of the remaining parts of these Terms.

f. The provisions of these Terms are personal to the respective Parties and are not intended to confer any rights of enforcement on any third party.

g. Nothing in these Terms shall be deemed to create an agency or employment relationship between the Parties.

h. The waiver by either Party of any right provided under these Terms must be in writing signed by such Party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under these Terms.