

**Awareness Content
Subscription Agreement**
[Direct]
(Last Updated: 10/15/2021)

This Awareness Content Subscription Agreement (this "Agreement") is a legal agreement entered into by and between Arctic Wolf Networks, Inc. ("Arctic Wolf") and the Customer identified on an order form ("Customer") and governs any order forms, quotes, or other ordering document executed by Customer ("Order Form") that reference this Agreement. The Order Form will be issued to Customer by Arctic Wolf. Customer and Arctic Wolf may be Individually referred to as a "party" and collectively referred to as the "parties". This Agreement is effective on the date Customer executes the Order Form or submits a matching purchase order to Arctic Wolf (the "Effective Date"). This Agreement permits Customer to purchase subscriptions to the Product, as defined below, and identified in the Order Form and sets forth the terms and conditions under which the Product will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below or the Order Form, the documents will control in the following order: this Agreement and the Order Form.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, AN ORDER FORM, DELIVERING A PURCHASE ORDER OR OTHER CONFIRMATION TO ARCTIC WOLF, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE PRODUCTS, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO THE PRODUCTS PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU ARE OVER 18 YEARS OLD. IF CUSTOMER 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.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Content" means video content and related materials identified in the Order Form.
- 1.2 "Licensed Users" means the Customer employees, agents, subcontractors, and consultants permitted to access and/or view the Product, up to the number of individuals specified in the Order Form.
- 1.3 "Licensor Trademarks" means the trademarks, trade names, service marks, logotypes, or brand identifiers of Licensor.
- 1.4 "Product" means the Arctic Wolf-owned learning management Content identified in the order form, purchase order or other ordering document issued by Arctic Wolf that is attached to this Agreement and incorporated by reference (the "Order Form"), as may be amended by the parties. Products will include updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Term.
- 1.5 "Term" means the Initial Term and any renewal thereof.

2. LICENSE

- 2.1 License Grant. Subject to the terms and conditions of this Agreement, Arctic Wolf grants to Customer during the Term (A) a non-exclusive, limited, non-transferable, non-sublicensable, worldwide license to access, use, transmit, and display the Product solely for Customer's internal business purposes; and (B) a right to request modifications to the Product, which shall be limited to modifications reasonably necessary to conform the Product to Licensee's business format and standards, which shall be performed by Arctic Wolf and are subject to the Licensor Trademark usage requirements of Section 2.3.
- 2.2 License Restrictions. Customer may not (i) rent, lease, sell, assign, or otherwise transfer rights in or to the Product; (ii) use the Product for timesharing or service bureau purposes or for any purpose other than for its own internal business purposes; or (iii) publish, distribute, or make available the Product to any party other than a Licensed User.
- 2.3 Trademark Usage. Licensor hereby grants Licensee a limited, non-exclusive, royalty-free license to Licensor Trademarks during the Term. Such license is granted solely in connection with Licensee's rights and obligations under this Agreement. All uses of Licensor Trademarks will comply with any written trademark guidelines that Licensor may provide to Licensee from time to time. Licensee is prohibited from removing or altering any Licensor Trademarks displayed with or in the Product except with Licensor's written consent. Licensee agrees that it will not in any way suggest or imply by the use of Licensor Trademarks that Licensee is affiliated with or endorsed or sponsored by Licensor.

3. PRODUCT

3.1 Product Ownership. Customer acknowledges and agrees that:

- (a) as between Arctic Wolf and Customer, Arctic Wolf owns all right, title and interest in the Product (including all derivative works thereof) and the Licensor Trademarks;
- (b) nothing in this Agreement shall confer to Customer any right of ownership in the Product and the Licensor Trademarks; and
- (c) Licensee shall not now or in the future contest the validity of the Licensor Trademarks..

3.2 Product Security and Breach Notifications. Product Customer shall ensure that the Product is protected from any access, use or disclosure by any third parties and agrees to implement appropriate physical, administrative and technical safeguards for that purpose. If Customer becomes aware of an actual or potential breach of this Section 3.2 or the license restrictions of Section 2, Customer shall immediately notify Arctic Wolf by phone and in writing. Arctic Wolf shall have the right to take all actions it determines appropriate in its reasonable discretion to mitigate any damages caused or threatened to be caused by Customer's breach of this Section 3.2 or Section 2, including but not limited to blocking Customer's access to the Product, deleting any Product that may have been posted or distributed by Customer, and terminating this Agreement without liability to Customer.

4. PAYMENT AND REPORTING

4.1 License Fees. In consideration for the rights granted to the Product, Customer hereby agrees to pay Arctic Wolf the amounts set forth in the Order Form (the "License Fees"). All License Fees shall be due as set forth on the Order Form.

4.2 All License Fees are payable in the currency set forth in the Order Form and are non-cancelable and non-refundable. Delinquent amounts shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) or the maximum rate permitted by law, whichever is less. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("**Indirect Taxes**"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit.

5. TERM AND TERMINATION

5.1 Initial Term and Renewals.

- (a) Initial Term. This Agreement will be effective for an initial term, commencing on the Subscription Start Date specified in the Order Form and continuing for the term specified in the Order Form (the "Initial Term").
- (b) Renewals. After the Initial Term, this Agreement will automatically terminate unless the parties agree on a renewal prior to the expiration of the then current Term.

5.2 Termination for Cause. This Agreement may be terminated by either party upon written notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; or (d) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to such party (except in the event of non-payment by Customer where the notice period is ten (10) days).

5.3 Effect of Termination. Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement for any reason, Customer shall promptly and permanently erase or destroy any Product that is on Customer's computer systems or otherwise in Customer's possession or under Customer's control.

6. REPRESENTATION AND WARRANTIES

Each party represents and warrants to the other party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

7. CONFIDENTIALITY

7.1 Confidential Information. The parties acknowledge that each of them may have access to confidential and proprietary information relating to the other party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (the "Confidential Information"). The Confidential Information of Arctic Wolf includes the Product. Each party agrees to preserve and protect the confidentiality of the Confidential Information of the other party, not to disclose such Confidential Information to any third party without the prior written consent of the other party, and not to use such Confidential Information except for the purpose of exercising its rights and fulfilling its obligations under this Agreement.

7.2 Non-Confidential Information. The restrictions of Section 7.1 shall not apply to information that is:

- (a) publicly available;
- (b) was known by or in the possession of the receiving party prior to being disclosed by the disclosing party pursuant to this Agreement; or
- (c) independently developed by the receiving party without reference to the disclosing party's Confidential Information.

7.3 Either party may disclose any Confidential Information (i) to such party's agents, attorneys and other representatives who have a need to know such information and agree to keep it confidential; or (ii) to any court of competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties.

8. CERTAIN OBLIGATIONS OF THE PARTIES

8.1 Customer Obligations. Customer:

- (a) agrees to comply with all legal requirements in connection with the use of the Product;
- (b) agrees that all rights in and to the Product not expressly licensed are reserved to Arctic Wolf;
- (c) agrees not to sublicense, assign, transfer, pledge, offer as security, or otherwise encumber the Product or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement;
- (d) agrees not to use the Product in any manner or for any purpose in violation of the terms of this Agreement; and
- (e) acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of Arctic Wolf in or to the Product or any parts, derivatives or variations thereof; (ii) contest the validity of the copyrights or other proprietary interests in or to the Product; or (iii) claim any right, title or interest in or to the Product or any parts, derivatives or variations thereof except as explicitly granted in this Agreement.

8.2 Arctic Wolf Obligations. Arctic Wolf agrees to provide reasonable on-going assistance to Customer with regard to technical, administrative and service-oriented issues relating to the utilization and maintenance of the Product, as Customer may reasonably request. Arctic Wolf will make commercially reasonable efforts to ensure that the Product is timely, accurate and comprehensive.

9. INDEMNIFICATION

9.1 Indemnification by Arctic Wolf. Arctic Wolf, at its own expense, will indemnify, defend and hold harmless Customer and its employees against any third-party claim, suit, action, or other proceeding brought against Customer based on the allegation that the Products infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Indemnification by Customer. Customer, at its own expense, will indemnify, defend and hold harmless Arctic Wolf and its employees against any claim, suit, action, or other proceeding brought against Arctic Wolf based on or arising from (i) a claim that the Product if modified by Customer infringes in any manner any intellectual property right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person, where there would be no such claim but for such modification; or (ii) any breach by Customer of this Agreement.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Products has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Products as set forth hereunder; (b) replace or modify the Products to make them non-infringing; (c) substitute an equivalent for the Products; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused License Fees as of the effective date of termination.

10. LIMITED LIABILITY

FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE PRODUCTS, LOST REVENUES OR PROFITS, LOSS OF PRODUCTS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR (B) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

11. UPDATES.

Arctic Wolf reserves the right to modify this Agreement in Arctic Wolf's sole discretion. Should Arctic Wolf make any modifications to the Agreement, Arctic Wolf will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents and notify Customer via the Customer Portal, Customer newsletter, <https://arctic-wolf.com/terms/> website, or such other written communication method implemented by Arctic Wolf from time-to-time of any such changes. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

12. GENERAL PROVISIONS

12.1 Notices.

- (a) Form of Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing.
- (b) Method of Notice. All notices shall be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service; (iii) by first class, registered or certified mail, postage prepaid; or (iv) by facsimile or email, with confirmation of receipt, to the principal business address (including fax numbers and email address) of a party or to such other address as a party may specify in writing.

12.2 Assignment. Customer may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of Arctic Wolf, which shall not be unreasonably withheld.

12.3 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. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California 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.

12.4 Audit Rights. During the term of this Agreement and for two (2) years thereafter, Arctic Wolf or an independent auditor may, upon reasonable advance written notice and during normal business hours, audit Customer's records (including electronic records) solely to the extent reasonably necessary to verify that Customer has complied with its obligations under this Agreement. Customer will provide Arctic Wolf or the auditor with any information and documentation that Arctic Wolf or the auditor may reasonably request in connection with such audit.

12.5 Severability. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

12.6 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.7 Waiver. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained in Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

12.8 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.*