

Managed Security Awareness Subscription Agreement

This Managed Security Awareness Subscription Agreement ("Website Terms") is a legal agreement entered into by and between Arctic Wolf Networks, Inc. ("Arctic Wolf") and the customer ("Customer") submitting the request to purchase a subscription license to the Managed Security Awareness solution, as more fully-defined below (the "Solution") via Arctic Wolf's website located at <https://arcticwolf.com/> ("Website") and governs Customer's use and access to such Solution. 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 submits its request to license on the Website (the "Effective Date"). This Agreement permits Customer to purchase subscriptions to the Solution, as defined below, and identified on the Website ordering form and sets forth the terms and conditions under which the Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any URL terms referenced herein, and any other attachments or exhibits attached hereto. For the avoidance of doubt, in the event Customer has or does agree to the Solutions Agreement located at <https://arcticwolf.com/terms/> for the license of any other Arctic Wolf solutions, these Website Terms shall govern Customer license to the Solutions so long as Customer has purchased the license to the Solutions via the Website.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, THE SUBMISSION AND PAYMENT OF A REQUEST TO SUBSCRIBE TO THE SOLUTION VIA THE WEBSITE OR OTHER REQUEST TO SUBSCRIBE TO ARCTIC WOLF, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTION, 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 SOLUTION 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 SUBMIT THE WEBSITE ORDER FORM, MAKE PAYMENT, ISSUE A CONFIRMATION, OR OTHERWISE USE THE SOLUTION.

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 cybersecurity training and education materials.
- 1.2 "Users" means the Customer employees, agents, subcontractors, and consultants permitted to access and/or view the Solution, up to the number of Users selected by Customer when processing its subscription to the Solution on the Website.
- 1.3 "Arctic Wolf Trademarks" means the trademarks, trade names, service marks, logotypes, or brand identifiers of Arctic Wolf.
- 1.4 "Solution" means the version of Managed Security Awareness and any related additional features or functionality, including the applicable components described in Section 2.1 below, licensed by Customer as such may be selected by Customer when processing its subscription to the Solution on the Website and more fully described in the Managed Security Awareness Solution Terms located at <https://arcticwolf.com/terms/> (the "Solutions Terms"). The Solution will include updates, upgrades, bug fixes, version upgrades or any similar changes for the Solution and the features and functionality subscribed to by the Customer that are made generally available to Arctic Wolf's customers free of charge from time to time during the Term.
- 1.5 "Subscription Term" means the twelve (12) month period starting on the thirtieth (30th) day following the submission of payment by Customer on the Website via the third party payment processor site and any renewal thereof.

2. LICENSE

- 2.1 The Solution will be comprised of the following components, as more fully detailed in the Solutions Terms:

<i>Software</i>	Phishtel Reporting Engine and Arctic Wolf Report Email Button
<i>Content</i>	Online access to learning content within the Administrator Dashboard and/or Content Library
<i>Content Management Hosting Environment</i>	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's Users
<i>Services</i>	Support and onboarding services, all as described in the Solutions Terms

2.6 License Grant. The Solution is provided on a subscription basis for the Subscription Term for the Fees set forth on the Website when the subscription is purchased by Customer. Provided Customer is compliant with the terms of these Website Terms, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to:

- (a) Install, use, and access the Software,
- (b) Obtain and use the Services in conjunction with Customer's use of the Solution,
- (c) Load Customer's Users and associated information for delivery of Content and use of the Administrator Dashboard,
- (d) Access Administrator Dashboard, subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>,
- (e) Use Arctic Wolf Trademarks included in the Content,
- (f) Distribute, display, and transmit Content in electronic format to Users, and
- (g) Access and use the Solution, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of these Website Terms, associated Documentation, and any scope of use restrictions and license counts, including by User or such other applicable licensing metric.

2.7 Trademark Usage. Arctic Wolf hereby grants Customer a limited, non-exclusive, royalty-free license to Arctic Wolf Trademarks during the Subscription Term. Such license is granted solely in connection with Customer's rights and obligations under these Website Terms. All uses of Arctic Wolf Trademarks will comply with any written trademark guidelines that Arctic Wolf may provide to Customer from time to time. Customer is prohibited from removing or altering any Arctic Wolf Trademarks displayed with or in the Solution except with Arctic Wolf's written consent. Customer agrees that it will not in any way suggest or imply by the use of Arctic Wolf Trademarks that Customer is affiliated with or endorsed or sponsored by Arctic Wolf.

3. SOLUTION

3.1 Solution Ownership. Customer acknowledges and agrees that:

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

3.2 Solution Security and Breach Notifications. Customer shall ensure that the Solution, while operating in Customer's environment, 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 in writing to legal@arcticwolf.com. 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.

4. PAYMENT AND REPORTING

4.1 License Fees. In consideration for the rights granted to the Solution, Customer hereby agrees to pay the subscription fees for the Solutions when processing its subscription to the Solutions on the Website (the "License Fees"). All License Fees shall be due to the third-party payment processor at the time of processing of the subscription to the Solution on the Website. License Fees will be collected by Arctic Wolf's third-party payment processor and subject to such third-party payment processor's terms and conditions, including any terms related to data privacy.

4.2 All License Fees are payable in the currency set forth on the Website at the time of order and are non-cancelable and non-refundable. The amounts set forth on the Website are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("**Indirect Taxes**") and applicable Indirect Taxes will be provided by the third-party payment processor upon submission of payment for the subscription. Customer is 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 due and owing for the subscription and Customer will pay and bear such additional amount as shall be necessary such that the full amount of the payment required is received as if no such reduction or offset were required. If there is a legal obligation to pay

or collect Indirect Taxes for which Customer is responsible, and such amounts are not collected at the time of order, Customer authorizes Arctic Wolf to charge Customer for such amount.

5. SUBSCRIPTION TERM AND TERMINATION

5.1 Subscription Term and Renewals.

(a) Subscription Term. These Website Terms will be effective for the Subscription Term and any renewal thereof as set forth herein.

(b) Renewals. After the initial Subscription Term, the Subscription Term will automatically renew for twelve (12) months, and subject to the then-current Website Terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the subscription of the Solution or reduce subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

5.2 Termination for Cause. The subscription, and the Website Terms, 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 these Website Terms in any material respect, which breach is not remedied within thirty (30) days following written notice to such party.

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 these Website Terms prior to termination. The provisions relating to property rights and confidentiality shall survive any termination or expiration of these Website Terms. Upon termination or expiration of the subscription and these Website Terms for any reason, Customer shall promptly and permanently erase or destroy any component of the Solution, including Content, that is on Customer's computer systems or otherwise in Customer's possession or under Customer's control.

6. REPRESENTATION AND WARRANTIES

6.1 Mutual 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 these Website Terms and to subscribe to the Solution via the Website, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (c) when completed and delivered by such party, these Website Terms will constitute the legal, valid and binding obligation of such party, enforceable against such party.

6.2 DISCLAIMER. THE SOLUTION IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTION IS PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) THE SOLUTION IS NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTION COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTION.

7. CONFIDENTIALITY. Either party (as a "Discloser") may disclose confidential and proprietary information, orally or in writing ("Confidential Information") to the other party (as a "Recipient"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Solution; the design and architecture of the Solution; the computer code, internal documentation, and design and functional specifications of the Solution; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses and memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Solution. Confidential Information of Customer may include First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "**Point of Contact information**"); User setup details (User email, work title, and name), Solution metrics related to such Users, including your Users' learning status, training scores, and Phishing results associated with such Users' use of the Solution (collectively "**Learner Data**"); if the Arctic Wolf Report Email Button is deployed by Customer, information pertaining to phishing email(s) self-reported by a User and includes or may include name of User, email address of User, Microsoft Graph API ID, json web token, full content of email, and version data (collectively, "**Phishintel Data**"); and Customer created and owned content, if any.

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of these Website Terms. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined

"need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of these Website Terms. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions and/or facilitate payment to the subscription. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solution. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of the subscription or these Website Terms for any reason, and except as otherwise provided in Section 5 above, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Contract Account Information, which may include Customer's name, contact names, job titles, phone numbers, email address, and such other necessary contact information, following termination of the subscription for its internal business purposes.

8. RESTRICTIONS, RESPONSIBILITIES, AND PROHIBITED USE.

8.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Solution except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solution, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the Solution or the data and information contained therein or block or disrupt any use or enjoyment of the Solution by any third party; (iv) attempt to gain unauthorized access to the Solution or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Solution, including on any reports or data printed from the Solution; (vi) use the Solution in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solution for the benefit of a third party; or (vii) include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 11 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solution imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solution in contravention with the terms of these Website Terms, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solution, without liability except as otherwise provided by Consumer Protection Laws, until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate access to the Solution promptly.

8.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solution Customer subscribes in accordance with these Website Terms.

8.3 Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("Administrators"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all data and other traffic and activities that occur on Customer's Solution and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of information to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the information cannot be transmitted outside of such country.

8.4 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 U.S. Foreign Corrupt Practices Act (the "FCPA"). Neither party will (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 a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, 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 a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party 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. Each party acknowledges and agrees that none of its 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 these Website Terms; and each party agrees to immediately notify the other party should the foregoing change during the Subscription Term. Each party represents and warrants that neither these Website Terms nor the performance of or exercise of rights under these Website Terms 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 each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of these Website Terms, in entering into these Website Terms and would not enter into these Website Terms in its absence).

8.5 Trade Controls. Customer understands that the Solution 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, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to these Website Terms ("Trade Controls"). Customer shall ensure that the Solution is 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"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solution (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solution 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. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solution, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solution are resold or transferred in violation of any Trade Controls or the provision of these Website Terms, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such items.

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 Solution infringes any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Europe 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 Solution, if modified by Customer, or Customer content 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 these Website Terms.

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 Solution, in whole or part, 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 Solution, or component thereof, as set forth hereunder; (b) replace or modify the Solution or component thereof to make them non-infringing; (c) substitute an equivalent for the Solution; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate the Subscription Term and these Website Terms 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 THESE WEBSITE TERMS, 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 SOLUTION THAT IS 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. CUSTOMER UNDERSTANDS AND AGREES THAT THE LIMITATIONS OF LIABILITIES SET FORTH HEREIN ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE SUBSCRIPTION WITHOUT SUCH LIMITATIONS.

11. UPDATES.

Arctic Wolf reserves the right to modify these Website Terms and any URL terms set forth herein in Arctic Wolf's sole discretion. Should Arctic Wolf make any modifications to these Website Terms, Arctic Wolf will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents. 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

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

12.2 Assignment. This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

12.3 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solution. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

12.4 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its affiliates and any subcontractors used in the delivery of the Solution.

12.5 Governing Law. The rights and obligations of the parties under these Website Terms 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. Except as otherwise prohibited by law, these Website Terms shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof and any controversy or claim arising out of or relating to these Website Terms, or the breach thereof, shall be settled by arbitration in Kent County, Delaware 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 these Website Terms, the prevailing party shall be entitled to recover costs and attorneys' fees.

12.6 **Audit Rights.** During the term of these Website Terms 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 these Website Terms. 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.

12.7 **Headings.** The section headings contained in these Website Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of the Website Terms.

12.8 **Severability; Waiver.** If any provision of these Website Terms is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Website Terms will remain in full force and effect. Any provision of these Website Terms 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 these Website Terms 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 Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

12.9 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.*