

**AURORA ATTACK SURFACE MANAGEMENT  
LICENSE AGREEMENT  
(online)**

**THIS LICENSE AGREEMENT (THE "AGREEMENT") GOVERN CUSTOMER'S ACCESS TO AND USE OF THE ARCTIC WOLF NETWORK, INC. ("ARCTIC WOLF") AURORA ATTACK SURFACE MANAGEMENT ("ASM") PRODUCT AS SPECIFIED ON AN ORDER FORM ISSUED BY ARCTIC WOLF OR AN AUTHORIZED RESELLER. CUSTOMER ACCEPTS THE TERMS SET FORTH HEREIN BY (1) CREATING A SERVICE ACCOUNT AND USING THE PRODUCT, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING A FREE TRIAL. EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.**

**1. DEFINITIONS; PRODUCTS**

1.1 **Definitions.** **"Authorized Reseller"** means an authorized reseller of the Product. **"Data"** shall have the definition set forth in Section 2.3 below. **"Documentation"** means the documentation for the Product generally made generally available by Arctic Wolf to assist its customers in their use of the Product. **"Order Form"** means any order forms, quotes, statements of work ("**SOW**"), or other similarly intended ordering document (however named) executed or accepted by Customer that references this Agreement or pertains to purchase of an Arctic Wolf subscription, product, or service and is issued by Arctic Wolf or Authorized Reseller. **"Product"** means the specific hosted Arctic Wolf ASM Product ordered by Customer as stated on the Order Form, as such Product may be modified, enhanced and/or updated from time to time. **"Software"** means the object code or underlying structure, ideas, know-how or algorithms relevant to the Product or any software, documentation or data related to the Product. **"Trial Access"** means free, trial or evaluation access to the Product.

1.2 **Product.** Subject to the terms of this Agreement, Arctic Wolf will use commercially reasonable efforts to provide Customer the Product, in accordance with the Service Level Agreement, the Support Agreement, and the Documentation available at <https://docs.arcticwolf.com/>, each of which may be updated from time to time.

1.3 **Restrictions.** Customer will not, directly or indirectly, and will not permit or authorize third parties to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the Software (except as allowed by and in compliance with applicable law); (b) use the Product or Software other than in connection with Customer's internal business; (c) access or use the Product or Software in order to build or support, competitive products or Product; (d) without Arctic Wolf's prior written consent, perform on the Product or Software network discovery, port and service identification, vulnerability scanning, remote access testing or penetration testing; (e) modify, translate or create derivative works based on the Product or Software (except to the extent expressly permitted by Arctic Wolf or authorized within the Product); (f) use the Product or Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (g) remove any proprietary notices or labels from the Product or Software.

1.4 **Trial Access.** If Arctic Wolf has made available to Customer Trial Access, Customer may use such access solely to evaluate purchase of a subscription from Arctic Wolf. The Trial Access is limited to thirty (30) days from the date Customer activates the Trial Access, unless otherwise specified by Arctic Wolf (the "**Trial Period**"). Notwithstanding any other provision of this Agreement, the Trial Access is provided "AS IS" without warranty or support of any kind, express or implied. Arctic Wolf may terminate Customer's Trial Access at any time for any reason and without liability of any kind.

**2. CONFIDENTIALITY; PROPRIETARY RIGHTS**

2.1 **Confidential Information.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Arctic Wolf Proprietary Information includes non-public information regarding features, functionality and performance of the Product. Customer Proprietary Information includes Customer Data. The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information; and (b) not to use (except in performance of the Product or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except to those of its employees, contractors, consultants, legal representatives and agents (collectively, "**Representatives**") who need access for purposes consistent with this Agreement and who are subject to confidentiality obligations with the Receiving Party containing protections no less stringent than those herein. Receiving Party is responsible for its Representatives' compliance with this Section 2. Arctic Wolf, subject to the Privacy Notice located at <https://arcticwolf.com/terms/privacy-notice-for-customers/> (the "**Privacy Notice**"), may retain Contract Account Information which is contract administration data which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

2.2 **Confidentiality Exceptions.** The Disclosing Party agrees the foregoing shall not apply if the Receiving Party can document the information: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law.

2.3 **Data.** As between Customer and Arctic Wolf, Customer shall own all Data, excluding Threat Intelligence Data (as defined in Section 2.4 below). The data required for the delivery of the Product are Point of Contact Information and ASM Solutions Data (collectively, "**Data**"). **"Point of Contact Information"** means information collected by Arctic Wolf about Customer's permitted users of the Products during various phases of Product delivery and throughout the life of the subscription. Point of Contact Information may include the following personal data: first name, last name, corporate email address, phone number, job title, business department, address, and organization hierarchy. **"ASM Solutions Data"** the operational system log data and any other information provided by Customer in furtherance of its use of the Product and which Customer may elect to submit to Arctic Wolf using the Product, including, but not limited to IP Addresses, username, MAC addresses, geo location (sourced from public IP address data), operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data. Customer hereby grants to Arctic Wolf, its affiliates and contractors a worldwide, limited license to host, copy, transmit and display Data as reasonably necessary for Arctic Wolf to provide the Product in accordance with this Agreement and as set forth in Arctic Wolf's Privacy Notice. Subject to the limited licenses granted herein, Customer is solely responsible for the accuracy and content of all Data, and Customer represents and warrants to Arctic Wolf that: (a) Customer has sufficient rights in the Data to authorize Arctic Wolf to process,

distribute and display the Data as contemplated by this Agreement; (b) the Data and its use hereunder will not violate or infringe the rights of any third party; and (c) Customer's use of the Product and all Data is at all times compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations and conventions. In addition, during and following the Term, Arctic Wolf may use the Data, on an aggregated and de-identified basis only, for any Arctic Wolf business purpose, including without limitation improving and enhancing the Product and marketing and promoting the Product.

**2.4 Threat Intelligence Data.** "**Threat Intelligence Data**" is created by Arctic Wolf and is derived from Data and means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing the Product, excluding any such information or data that identifies Customer or to the extent that it includes Personal Information (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

**2.5 Personal Information.** Customer Data may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access the Data, including any Personal Information therein, for the Products, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

**2.6 Data Protection.** As required by law or as otherwise agreed by the parties, additional data protection terms are outlined in a separate data processing agreement between the parties (referred to herein as a "**Data Processing Addendum**") and available at <https://arcticwolf.com/terms/dpa/> (or such other Data Processing Addendum executed by the parties). The Data Processing Addendum shall be incorporated into, and form an addendum to, these General Terms. With respect to Data that constitutes Personal Information, Customer shall act as the accountable organization or the data controller, and Arctic Wolf shall act as the service provider or the data processor. Except as may be required by Data Protection Laws, Arctic Wolf will process the Personal Information solely in accordance with Customer's Instructions. The "Instructions" are defined in this Agreement, the Data Processing Addendum, and as may be additionally communicated by Customer to Arctic Wolf in writing from time-to-time. Arctic Wolf will process Personal Information in compliance with the Data Protection Laws. As defined in the Data Processing Addendum, "Data Protection Laws" means one or more of the following data protection laws or regulations as applicable to the Processing of Personal Information by Arctic Wolf under this Agreement: (i) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**"); (ii) the United Kingdom ("**UK**") Data Protection Act 2018 and the UK General Data Protection Regulation ("**UK GDPR**"); (iii) Swiss Federal Data Protection Act on Data Protection of 25. September 2020 (Status as of 1. September 2023) ("**FDPA**"); (iv) the data protection regulations of the United States, including but not limited to, California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 ("**CCPA**"); (v) the South Africa Protection of Personal Information Act ("**POPIA**"); (vi) the Australia Privacy Act No. 119 1988 (as amended); (vii) Canadian Personal Information Protection and Electronic Documents Act ("**PIPEDA**"); (viii) Singapore's Personal Data Protection Act 2012 (the "**PDPA**"); and (ix) any relevant law, statute, regulation, legislative enactment, order or other binding instrument, that implements, supplements, or amends the foregoing. Where permitted by a lawful basis, Arctic Wolf may process Personal Information in the United States or other countries or jurisdictions outside of the country where it was collected, as described in the Supplemental Product Terms and the Data Processing Addendum. Customer will comply with its obligations under all laws applicable to it as an employer, the accountable organization, and/or data controller, including the responsibility for providing any requisite notices and obtaining any consents for such collection, processing, and transfer of Personal Information, including international transfers.

**2.7 Arctic Wolf Proprietary Rights.** Arctic Wolf shall own and retain all right, title and interest in and to: (a) the Product and Software, and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with support; (c) Threat Intelligence Data, and (d) all intellectual property rights related to any of the foregoing. Customer hereby grants Arctic Wolf and its affiliates a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Product any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its users relating to the Product.

**2.8 Use of Customer Name and Logo.** Arctic Wolf may use Customer's name and logo to identify Customer as an Arctic Wolf customer of the Product, including without limitation on Arctic Wolf's website. Arctic Wolf agrees that any such use shall be subject to Arctic Wolf complying with any written guidelines that Customer may deliver to Arctic Wolf regarding the use of its name and logo and shall not be deemed Customer's endorsement of the Product.

### **3. FEES**

**3.1 Direct Purchase Payment Terms.** If Customer purchases Product from Arctic Wolf under an Order Form between Arctic Wolf and Customer, Customer will pay Arctic Wolf the fees set forth in the Order Form for the Product (the "**Fees**"). Unless otherwise expressly set forth on the Order Form, all Fees will be invoiced in advance on the effective date of the Order Form.

Unless otherwise expressly set forth on the Order Form, payment of all invoices shall be due within thirty (30) days of the date of invoice. If Customer's use of the Product exceeds the number of devices or other service capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department.

**3.2 Fee Changes.** Arctic Wolf reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). Such changes will take effect: (a) for monthly subscriptions, beginning on the first day following such thirty (30) day notice period; and (b) for fixed duration subscriptions, beginning on the next renewal term.

3.3 **Late Payments.** Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Product.

3.4 **Taxes.** Customer shall be responsible for all taxes associated with Product other than U.S. taxes based on Arctic Wolf's net income.

3.5 **Authorized Reseller Payment Terms.** If Customer purchases Product from an Authorized Reseller under an Order Form between Customer and the Authorized Reseller, Customer is responsible for payment of all Fees due to the Authorized Reseller. Customer's access to the Product may require Customer's agreement to additional terms and conditions that the applicable Authorized Reseller may make available at the time of purchase ("Additional Reseller Terms"). Such Additional Reseller Terms are exclusively between Customer and the Reseller. Arctic Wolf assumes no liability or responsibility arising from or related to Additional Reseller Terms.

3.6 **Suspension for Non-Payment.** If Customer does not pay any Fees due to Arctic Wolf or an Authorized Reseller, as applicable, Arctic Wolf may, without limiting its other rights and remedies, suspend the Product until such amounts are paid in full. Arctic Wolf will give Customer at least ten (10) business days' prior written notice that Customer's account is overdue before suspending the Product.

#### 4. TERM AND TERMINATION

4.1 **Term.** Subject to earlier termination as provided below, this Agreement commences on the effective date of the first Order Form and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 4.2 or 4.3 hereof, or upon the expiration of the last subscription term or renewal thereof of all Order Forms (the "**Term**").

4.2 **Renewals.** For monthly subscriptions, unless otherwise expressly set forth in the Order Form, the Term shall automatically renew monthly until either party terminates with at least thirty (30) days' written notice prior to the end of the month in which such termination is to be effective. For fixed duration subscriptions, unless otherwise expressly set forth in the Order Form, the Term shall automatically renew for additional one year periods unless either party terminates the Agreement with written notice at least sixty (60) days prior to the end of the then-current Initial Term or renewal term.

4.3 **Termination for Cause.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Product up to and including the last day on which the Product are provided, and if Customer terminates this Agreement pursuant to this Section 4.3, then Arctic Wolf will refund Customer any prepaid Fees applicable to periods following the termination date. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

4.4 **Data Destruction and Transition Assistance.** Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all Data in its possession one hundred-twenty (120) days following expiration or termination.

#### 5. CUSTOMER REPRESENTATIONS; WARRANTY AND DISCLAIMER

5.1 **Customer Representations.** Customer represents, covenants and warrants that Customer will use the Product only in compliance with Arctic Wolf's standard published policies then in effect, the Documentation, and all applicable laws and regulations. Customer shall be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

5.2 **Warranty.** Arctic Wolf warrants that the Product will substantially conform to the Documentation. This warranty does not apply if the Product have been altered, except by Arctic Wolf or its authorized representative. For any breach of this warranty, Arctic Wolf will use commercially reasonable efforts to repair or replace the affected Product. If the foregoing remedies are not commercially practicable, Arctic Wolf may, in its sole discretion, terminate the applicable Order Form upon providing Customer with written notice thereof and refund to Customer any Fees prepaid by Customer with respect to the expired portion of the current Initial Service Term or then current renewal term, as applicable, for the non-conforming Product. The remedies set out in this Section 5.2 are Customer's sole remedies for breach of the warranties contained herein. Arctic Wolf shall use commercially reasonable efforts to minimize errors and interruptions in the Product. Product may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Arctic Wolf or by third-party providers, or because of other causes beyond Arctic Wolf's reasonable control, but Arctic Wolf shall provide advance notice in writing or by e-mail of any scheduled service disruption.

5.3 **DISCLAIMER.** ARCTIC WOLF DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, THE PRODUCT AND IMPLEMENTATION PRODUCT ARE PROVIDED "AS IS" AND ARCTIC WOLF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### 6. INDEMNITY

6.1 **Arctic Wolf Indemnification Obligations.** Arctic Wolf shall defend Customer against any claim, demand, suit, or proceeding (a "**Claim**") made or brought against Customer by an unaffiliated third party alleging that the Product, or use of the Product as permitted hereunder infringe any United States patent or any copyright or misappropriate any trade secret, and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court approved settlement of, a Claim. The foregoing obligations do not apply with respect to portions or components of the Product: (a) not supplied by Arctic Wolf; (b) combined with other products, processes or materials where the alleged infringement relates to such combination; (c) where Customer continues allegedly infringing activity after being notified thereof; or (d) where Customer's use of the Product is not strictly in accordance with this Agreement. If the Product are or are likely to become subject to a claim of infringement or misappropriation, then, Arctic Wolf may, at its sole option and expense: (x) replace or modify the Product to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality; (y) obtain for Customer a license to continue using the Product; or (z) terminate this Agreement.

6.2 **Customer Indemnification Obligations.** Customer shall defend Arctic Wolf against any Claim made or brought against Arctic Wolf by

an unaffiliated third party that arises from a violation or alleged violation of its representations, warranties or obligations under this Agreement or otherwise from Customer's use of Product and shall indemnify Arctic Wolf for any damages, attorney fees and costs finally awarded against Arctic Wolf as a result of, and for amounts paid by Arctic Wolf under a court approved settlement of, a Claim.

**6.3 Indemnification Process.** Each party's indemnification obligations in this Section 6 are subject to: (i) prompt notification in writing of any Claim (provided that the indemnified party's failure to provide reasonable written notice shall only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or settle such claim); (ii) the transfer of sole control of the defense and any related settlement negotiations to the indemnifying party (provided that indemnifying party shall not settle a Claim without the consent of the indemnified party unless indemnified party is unconditionally released of all liability); and (iii) the indemnified party's cooperation in the defense of such claim. Notwithstanding the foregoing, if the indemnifying party fails to respond in writing within ten (10) days after receiving notice of a Claim from the indemnified party, stating that the indemnifying will fulfill its obligations pursuant to this Section, then the indemnified party shall have the right to assume the exclusive defense of the Claim (including, without limitation, the investigation, trial, settlement, appeal, and payment of any losses) solely at indemnifying party's expense. Customer will fully cooperate in the defense of any Claim. THIS SECTION 6 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

## 7. LIMITATION OF LIABILITY

**7.1 LIABILITY EXCEPTIONS.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARCTIC WOLF AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, PRODUCT OR TECHNOLOGY OR LOSS OF BUSINESS; OR (B) FOR ANY MATTER BEYOND ARCTIC WOLF'S REASONABLE CONTROL;

**7.2 MAXIMUM LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 HEREOF, ARCTIC WOLF AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "ARCTIC WOLF PARTIES") SHALL NOT BE LIABLE UNDER THIS AGREEMENT, INCLUDING ANY ADDENDUMS OR DOCUMENTS INCORPORATED BY REFERENCE HERETO: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES; OR (B) FOR AN AGGREGATE AMOUNT EXCEEDING THE FEES PAID OR PAYABLE BY CUSTOMER TO ARCTIC WOLF FOR THE PRODUCT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE CLAIM OCCURRED. NOTWITHSTANDING THE FOREGOING, THE ENTIRE LIABILITY OF THE ARCTIC WOLF PARTIES UNDER THIS AGREEMENT RELATED TO TRIAL ACCESS OR TO ANY PRODUCTS OR PRODUCT IN BETA SHALL BE \$500. MULTIPLE CLAIMS SHALL NOT EXPAND THESE LIMITATIONS.

## 8. ANTI-CORRUPTION; TRADE CONTROLS

**8.1 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 laws or regulations of the United States, United Kingdom, European Union, or other applicable jurisdictions regarding bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"), as amended, or UK Bribery Act 2010. 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, any representative of any public international organization, any officer, director, or employee of a state-owned or controlled entity, or any person acting in any official capacity for or on behalf of any government, state-owned entity or public international 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 General Terms; and each party agrees to immediately notify the other party should the foregoing change during the term of these General Terms. Each party represents and warrants that neither these General Terms nor the performance of or exercise of rights under these General 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 General Terms, in entering this Agreement and would not enter these General Terms in its absence).

**8.2 Trade Controls.** Customer understands that the Products 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, the United Kingdom, member states of the European Union, and any other country or governmental body having jurisdiction over the parties to these General Terms ("**Trade Controls**"). Customer shall ensure that the Products are not directly or indirectly exported, re-exported, provided or transferred (i) without any requisite authorizations, approvals, or licenses as required under applicable Trade Controls, or (ii) to any jurisdiction that is subject to a comprehensive embargo by any of the relevant Trade Controls (such as Cuba, Iran, North Korea, Syria, or restricted regions of Ukraine) ("**Embargoed Countries**"), or to any person or entity listed on, or which is 50% or more owned or otherwise controlled by persons listed on, any applicable restricted or prohibited persons list issued in connection with Trade Controls, including the U.S. Entity List and Specially Designated Nationals and Blocked Persons List (collectively, "**Restricted Persons**"). Customer represents and warrants that it is not located in an Embargoed Country or is not a Restricted Person and is not owned or controlled by any such party. Customer shall not use the Products (a) for a military application

or nuclear, chemical, or biological weapons proliferation application, or (b) 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 reasonably requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Products if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf or Customer has not received any government approvals required to comply with Trade Controls; or (iii) Arctic Wolf reasonably believes that such activity may violate any Trade Controls. If the Products are resold, transferred, or used in violation of any Trade Controls or the provision of these General Terms or are otherwise located in an Embargoed Country, Arctic Wolf shall not be obligated to provide any cloud-based service, professional service, warranty service or technical support. Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 without obtaining any necessary approvals. Customer shall comply with Article 12g, where applicable, and ensure that its purpose is not frustrated by any third parties further down the commercial chain, through monitoring or otherwise. Any violation of the foregoing shall constitute a material breach of the Agreement and Arctic Wolf shall be entitled to seek appropriate remedies.

**9. UPDATES.** Arctic Wolf reserves the right to modify this Agreement and any URL terms referenced herein in Arctic Wolf's sole discretion. In no event will any changes materially decrease the Product features and functionalities that Customer has purchased or subscribed to during the then-current Term. Should Arctic Wolf make any modifications, Arctic Wolf will post the amended terms on the applicable URL links, update the "Last Updated Date" within such documents, and notify Customer via email or such other direct written communication method implemented by Arctic Wolf from time-to-time. 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 or Term, as applicable. However, any subsequent renewal of the Term will be renewed under the then-current Agreement, unless otherwise agreed in writing by the parties.

**10. GOVERNING LAW; DISPUTE RESOLUTION.** This Section 10 shall apply to the full extent permitted by law or venue. 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 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
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. 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 controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled 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. Further, 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.

**11. MISCELLANEOUS.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Arctic Wolf's prior written consent. Arctic Wolf may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Arctic Wolf in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. No provisions of Customer's pre-printed purchase orders, acknowledgements, or click-through terms may modify this Agreement, and such other

or additional terms or conditions are void and of no effect. The parties to this Agreement confirm that it is their wish that the Agreement as well as all documents relating hereto have been and will be written and printed in the English language only. Where required by applicable laws, the parties also confirm that they have received and had an opportunity to review a French language version of this Agreement. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement. Lorsque les lois applicables l'exigent, les parties confirment également qu'elles ont reçu et eu l'occasion de consulter une version en langue française de la présente entente. In the event a translation of this Agreement is prepared for any purpose, Customer acknowledges that the English language version shall govern in the event of any inconsistency between the English version and such translation. Customer acknowledges that it has had an opportunity to negotiate the terms of this Agreement. Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.