

PARTNER PORTAL TERMS & CONDITIONS

THESE PARTNER PORTAL TERMS AND CONDITIONS (THE "TERMS") GOVERN THE USE OF (I) ARCTIC WOLF PROVIDED PARTNER-RELATED WEBSITES, TOOLS, AND WEB-BASED APPLICATIONS, (II) INFORMATION, MATERIALS, AND TOOLS PERTAINING TO ARCTIC WOLF NETWORKS, INC. AND ITS AFFILIATES (COLLECTIVELY "**ARCTIC WOLF**"), ITS PRODUCTS AND SOLUTIONS, AND THE ARCTIC WOLF PARTNER PROGRAM; (III) ANY CUSTOMER INFORMATION (AS DEFINED IN YOUR RESPECTIVE PARTNER AGREEMENT) OR (IV) PERSONAL INFORMATION (AS DEFINED BELOW) ((I) THROUGH (IV) COLLECTIVELY, THE "**PORTAL**"). USE OF THE PORTAL BY THE COMPANY, ENTITY, A PARTNER REPRESENTATIVE (HEREINAFTER, "YOU", "YOUR", "CHANNEL PARTNER", OR "PARTNER"), OR YOUR AUTHORIZED AGENT ON YOUR BEHALF, IS ACCEPTANCE BY YOU TO THESE TERMS AND YOU EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THESE TERMS ARE BINDING UPON YOU. IF AN EMPLOYEE OR OTHER REPRESENTATIVE IS ENTERING INTO THESE TERMS ON YOUR BEHALF, THE AUTHORIZED REPRESENTATIVE HEREBY REPRESENTS AND WARRANTS TO ARCTIC WOLF THAT THE AUTHORIZED AGENT IS (A) AUTHORIZED TO ENTER INTO THESE TERMS ON BEHALF OF YOU AND BIND YOU TO THESE TERMS; AND (B) AUTHORIZED AGENT IS OVER THE AGE OF 18 YEARS OLD. IF YOU DO NOT AGREE TO THESE TERMS OR ARE NOT AUTHORIZED TO ENTER INTO THESE TERMS, DO NOT USE THE PORTAL.

The terms of the Partner Agreement, and Solutions Agreement, if applicable, entered into between You and Arctic Wolf and the Program Guide governs Your resale, use and/or access to the Arctic Wolf products and solutions.

1. PORTAL TERMS UPDATES. Arctic Wolf may, at its sole discretion, update, modify, change, add or remove these Terms (or any part thereof) at any time and with or without notice. Arctic Wolf may also change, terminate, suspend or discontinue any aspect of the Portal, including the availability of any feature on the Portal with or without notice. Please check periodically for changes. Partner's continued use of the Portal following the deployment of such changes constitutes Partner's agreement and acceptance to be bound by the changes. Partner agrees that Arctic Wolf shall not be liable to Partner or to any third party for any modification, suspension or discontinuation of the Portal or the modification of these Terms.

2. PORTAL ACCESS

2.1 Scope and Grant of License. Arctic Wolf grants to Partner a limited, non-exclusive, nontransferable, non-sublicenseable right and license, while these Terms are in effect, and so long as a Partner Agreement is in effect between Arctic Wolf and Partner, to access and use the Portal solely in accordance with these Terms.

2.2 Restriction on Usage. Partner shall use the Portal only for the purposes of (i) marketing and delivery of Arctic Wolf products and solutions; (ii) development of Partner services utilizing Arctic Wolf products and solutions; (iii) taking training related to Arctic Wolf products and solutions; (iv) assisting Arctic Wolf in selling and/or licensing of Arctic Wolf products and solutions; and/or (v) participation in any of the programs and events offered within the Portal, including the Pack Rewards Program. Partner will use and manage the information received by You from within the Portal in accordance with the Arctic Wolf's Privacy Notice located at <https://arcticwolf.com/privacy-policy/> (the "Privacy Notice")

2.3 Use by Authorized Agents. Upon agreement by You or Your employer to a Partner Agreement (an "PA"), Arctic Wolf will grant You, and Your authorized agents having the same corporate email domain as You, named access rights to the Portal. You are responsible for notifying Arctic Wolf about the termination or reassignment to Your authorized agents. You acknowledge and agree that You will be held primarily responsible and liable for all activities of You or Your authorized agents with respect to the Portal. You represent and warrant that You, and your authorized agents, shall (i) be responsible for ensuring the security and confidentiality of all Portal user access and any passwords related thereto, (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Portal, (iv) notify Arctic Wolf promptly of any unauthorized use of the Portal or any breach, or attempted breach, of security of the

Portal for which You become aware, and (v) not use the Portal in a manner that would violate applicable laws or regulations or for any fraudulent purposes. You agree to not permit or allow any third party to use or access the Portal and/or use Your username(s) and password(s), which You further agree to keep confidential and secure in accordance with Section 5 herein.

2.4 Additional Website Terms. Your access and use of the Portal are also subject to the Arctic Wolf Website Terms of Use located at <https://arcticwolf.com/terms-of-use/> ("Website Terms of Use") or the applicable terms of use related to a specific Partner program, including the Pack Rewards Program. In the event of any conflict between these Terms, the Website Terms of Use, or any program specific terms, the terms shall control in this order: the program specific terms, these Terms, and the Website Terms of Use.

2.5 Errors and Availability. Arctic Wolf is not responsible for any errors or delays in transmission that may occur prior to receipt of the transmission. Security procedures used in the Portal are solely for the purposes of authentication of a transmission. All transmissions are considered received by Arctic Wolf only when actually received by Arctic Wolf. Access to the Portal may be unavailable without notice at certain times, and Arctic Wolf will not be liable to You for any damages that may result from such unavailability.

4. OTHER PARTNER BENEFITS. Arctic Wolf may make certain information collected about Your business available to third parties with whom Arctic Wolf has a business relationship for Arctic Wolf's business purposes, including, without limitation, market research, offering of products and services, delivery of the Pack Rewards Program, delivery of other program offerings to You, and improvement of Arctic Wolf products and solutions. The information will be provided under confidentiality agreements between Arctic Wolf and such third parties and in accordance with the Privacy Notice. In addition, such third parties may also include their own privacy notice which governs their collection and use of your information.

5. CONFIDENTIALITY.

5.1 Confidential Information. In connection with the Portal, You may have access to or be exposed to (through the Portal or other means) information or other materials, or data that is not generally known to the public, whether such information is in written, oral, electronic, web site-based, or other forms (collectively, "**Confidential Information**"). You will keep all Confidential Information strictly confidential for the period of use of the Portal and for a period of three (3) years after the termination of Your access to the Portal, using at least the same degree of care as You use to protect Your own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in these Terms, Your confidentiality obligations with respect to Personal Information, as defined in Section 5.2 herein, and trade secrets of Arctic Wolf shall never expire. You may share Confidential Information with only Your employees who have a need to know and who are subject to legally binding obligations of confidentiality no less restrictive than those imposed by these Terms. These confidentiality obligations do not apply to any Confidential Information that (a) You can demonstrate was in Your possession before Your receipt from Arctic Wolf; (b) is or becomes publicly available through no fault by You; or (c) You rightfully received from a third party without a duty of confidentiality. If You are required by a government body or court of law to disclose any Confidential Information, You agree to give Arctic Wolf reasonable advance notice so that Arctic Wolf may contest the disclosure or seek a protective order. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that Arctic Wolf shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity. Notwithstanding any separate confidentiality agreement You may have with Arctic Wolf, You agree that information regarding Your business with Arctic Wolf and information You provide to Arctic Wolf in connection with the Portal may be accessed and used by Arctic Wolf and its employees, agents, and contractors for sales and marketing purpose and for any purpose related to the Portal or the relationship between You and Arctic Wolf and may be disclosed to relevant Arctic Wolf distributors or resellers, governing bodies, or Your customers and end-users for the purposes of fulfilling Arctic Wolf's obligations to our customers.

5.2 Personal Information. You represent that You have permission from all of the applicable individuals to use and disclose Personal Information on the Portal and You hereby grant Arctic Wolf permission to use and disclose such Personal Information for the purposes of (i) conducting the services described in the Partner Agreement, and (ii) offering access to and use of the Portal and any subprogram. Any such use will be in accordance with these Terms and any applicable laws. As used in these Terms, the

term “Personal Information” shall have the meanings under any applicable data privacy law and generally means any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws, including but not limited to your employees’ names and contact information.

6. LEAD, DEAL REGISTRATION, & CUSTOMER MANAGEMENT. Arctic Wolf may provide You with lead management tools (“**Management Tools**”) to access and manage information regarding Your leads, submitted deals, and Your active customers. “**Partner Lead/Customer Contact Data**” shall mean any contact’s first and last name, e-mail address, and phone number that You may record in the Portal. Only Arctic Wolf’s employees and resources having a need to access the Partner Lead/Customer Contact Data will have the ability to view such data through the Portal. Partner Lead/Customer Contact Data will not be used by Arctic Wolf in contravention of the Partner Agreement and/or Program Guide. If Arctic Wolf elects to refer a customer lead to You, then by accepting or using the personal and business information pertaining to such customer lead (“**Lead Information**”), You agree to (a) use Lead Information solely in connection with the marketing or sales campaign for which the Lead Information was provided and then only for the purpose of marketing Arctic Wolf products and solutions to such customer lead, (b) manage Lead Information in accordance with applicable privacy laws, these Terms, and Your Partner Agreement, (c) maintain industry-standard physical, organization and technical processes and procedures to protect any unauthorized access to Lead Information, and (d) notify Arctic Wolf promptly after becoming aware of any unauthorized access to, or loss of, Lead Information.

7. DEAL REGISTRATION. You understand and consent to the following: once an opportunity is submitted through the Portal and registered under the “Register a Deal” section of the Portal, (i) the Partner Lead/Customer Contact Data and/or Lead Information related to the applicable customer and/or end user will appear in the Register a Deal page of the Portal; and (ii) all Partner Lead/Customer Contact Data and/or Lead Information related to the applicable customer and/or end user will become visible to the Partner and Arctic Wolf within the Portal.

8. PARTNER TRAINING. You understand and agree that any certifications you may receive from Arctic Wolf relating to any training activities available on the Portal are informal certificates signifying Your completion of an Arctic Wolf training offering.

9. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS. Any trademarks, logos, and service marks (“Marks”) displayed on the Portal are the property of Arctic Wolf or other third parties. You may not use these Marks without the prior written consent of Arctic Wolf or any such third party which may own the Mark. You hereby acknowledge all rights, titles, and interests, including but not limited to, rights covered by the intellectual property rights, in and to the Portal, and that You will not acquire any right, title, or interest in or to the Portal or any of its contents. At any given time, Arctic Wolf may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in these Terms. Unless expressly provided in any written license agreement from Arctic Wolf, the furnishing of the Portal or documents contained on the Portal do not give you any license to any patents, trademarks, copyrights, or other intellectual property.

10. WARRANTY DISCLAIMER. ARCTIC WOLF MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PORTAL (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED WITHIN THE PORTAL), EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT NEITHER YOUR PARTNERSHIP WITH ARCTIC WOLF NOR YOUR USE OF THIS PORTAL GUARANTEES THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL ARCTIC WOLF INFORMATION IS PROVIDED “AS IS”.

11. INDEMNIFICATION. To the fullest extent permitted by law, You shall indemnify, defend, and hold harmless Arctic Wolf, and their respective successors and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from Your violation of applicable laws or breach of these Terms.

12. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT YOUR USE OF THE PORTAL IS STRICTLY VOLUNTARY. ARCTIC WOLF SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES ARISING FROM, OUT OF, OR RELATING TO THESE TERMS OR THE INTERPRETATION, BREACH, TERMINATION OR VALIDITY THEREOF. IN NO EVENT SHALL ARCTIC WOLF BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL ARCTIC WOLF'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THESE TERMS, EXCEED \$500.00 (U.S. DOLLARS). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER ARCTIC WOLF KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS, THE REMEDIES SET FORTH HEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

13. TERMINATION OF PORTAL ACCESS. Arctic Wolf has the right to terminate or discontinue access to the Portal, or any portion thereof, at its convenience. Upon termination of the underlying Partner Agreement between a Partner and Arctic Wolf, the license and rights granted to You hereunder for access to the Portal shall terminate completely and You shall immediately cease to use Portal and shall promptly return to Arctic Wolf all tangible copies of the information obtained through the Portal in its possession at Your own cost. Nothing in this Section shall limit Arctic Wolf's rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination of these Terms shall survive.

14. GOVERNING LAW, JURISDICTION AND FORUM. This Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to these 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 Terms, the prevailing party shall be entitled to recover costs and attorneys' fees. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

15. ENTIRE AGREEMENT. These Terms describe and encompass the entire agreement between Arctic Wolf and You regarding the use of the Portal, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Portal, and the subject matter of these Terms.

16. ENGLISH LANGUAGE CONTROLS. The Parties have agreed that these Terms 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.*

17. The parties to these Terms 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.