



Vizst Technology Ltd

Master Service Agreement

Version 2025.01

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DEFINITIONS AND INTERPRETATION

The following definitions apply in this Agreement:

Acceptance Tests: means those objective tests conducted by the Customer, which, when passed confirm that the Service or Installed Solution is accepted by the Customer and ready for use save for any minor non-conformities, which will be resolved as an Incident.

Additional Charges: all charges payable by the Customer in addition to Charges detailed in the Order with the Managed Services Schedule in addition to the Annual Charge.

Administrator: means a person authorised by the Customer to manage MACDs and the passwords of Users and Agents.

Agent: means a Customer individual who is Provisioned to use the Contact Centre Applications and enabled to receive or make Calls using the Cloud Service.

Annual Charge: the annual charge for the Services as set out in the Order.

Applicable Law: means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of the Services, including:

- applicable regulations of a Regulatory Body;

- anti-corruption laws set out in the Bribery Act 2010;

Availability: means the period of time when the Service is not Out of Service.

Billing Period: means a calendar month.

Business Day: a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Call: means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

Circuit: means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

Claim: means any legal claims, actions, or proceedings against a Party, whether threatened or actual.

Cloud Services: Services hosted in a Vizst data centre or a 3rd party supplier's data centre and provided to the Customer and managed by Vizst as set out in the Order.

Communications Provider or CP: means a 'Communications Provider' as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by Ofcom pursuant to section 45 of the Communications Act 2003.

Contact Centre or CC: means the suite of Software for providing contact centre services as set out in the Order.

Content: means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

CPE: the customer premises equipment (such as routers, Network Terminating Equipment) which is provided by Vizst, or one of Vizst's suppliers (as the case may be), as set out in the Order.

CPS: means Carrier Pre-Selection.

Customer: means the party who receives or consumes goods or services from the supplier.

Customer Default: has the meaning any failure or delay by the Customer to perform any of the Customer's obligations under the agreement or the Order.

Customer Equipment: means any equipment (including software) other than Vizst Equipment, used by the Customer in connection with the Services.

Customer Service Plan or CSP: means the document of that name which sets out the procedures agreed between the Parties for managing disputes under this Agreement including any escalation process.

De-installation Charges: means the one-off Charges payable by the Customer on de-installation of the Services as set out in the Order.

Delivery Location: the delivery location set out in the Order.

Domain Name: means a readable name on an Internet page that is linked to a numeric IP Address.

Due Date: has the meaning set out in clause 7.6.

Emergency: means a serious situation or occurrence that:

- (a) threatens life and limb; or
- (b) may cause or threatens to cause damage to physical property or systems; or
- (c) happens unexpectedly; and
- (d) demands immediate action.

Emergency Call: means a Call to 999 or 112.

Emergency Calls Access: means that component of the Services conveying Emergency Calls.

Emergency Services Database or ESDB: means the Emergency Call routing and address database.

Emergency Services Organisation: means the relevant local public police, fire, ambulance and coastguard services and other similar organisation.

Equipment: the equipment to which the Services apply as set out in the Order.

First Response: Vizst have received and logged the Incident and passed to a Resolver Group.

Goods: the goods (or any part of them) set out in the Order.

Go Live Date: means the date upon which the Service or Solution is ready for use by the Customer and is no longer considered to be in an implementation phase.

Implementation Services: means the supply, installation, configuration and programming of the Equipment and or the Services and training where set out in the Order.

Incident: an unplanned interruption to a Service or reduction in the quality of a Service.

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Initial Term: means the length of the contract term for the Service procured as set out in the Order.

Internal Calls or On-Net: means Calls made between Users configured within the Customer where both Users are using IP phones (hard or soft).

International Destination Network: means a network operated in an overseas country.

Internet: means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

Internet Protocol or IP: means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

IP Address: means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

IP Network: means a telecommunications network operated on IP.

Local Area Network or LAN: means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice, and video conferencing services).

MACD: means moves, adds, changes, and deletes carried out on the Applications by the Administrator.

Managed Services: the managed services to be provided by Vizst as set out in the Order.

Manufacturer Support Charges: the charges for the maintenance services or software assurance provided by the manufacturer of the Goods as set out in the Order.

Manufacturer Software: software developed, supported and tested by a 3rd party supplier.

Measurement Period: means a calendar month (24 hours per day).

Minimum Billable Value: means the lowest charges reflected within the commercial offer of the Order based upon the Minimum Billable Volume of Monthly Usage.

Minimum Billable Volume: refers to the lowest volume of licenses reflected within the commercial offer of the Order. Where Monthly Usage drops below the agreed volume, the Minimum Billable Value shall be charged.

Network Services: means the provision of the existing telephone lines and telephony services and the new telephone lines and telephony services, wide area network (WAN) services, the SIP Services, CPS and other ancillary services which are all as set out in the Order.

Number Portability: means an arrangement whereby a Customer's telephone number ceases to be provided by the losing CP and such Customer telephone number is subject to number import onto the Cloud Service. If the Customer telephone number ceases to be used by Vizst then it may be subject to number export to the gaining CP pursuant to the Number Portability rules as set out in the Product Handbook.

Ofcom: means the Office of Communications or its successor body or authority that is the regulatory body for communications in the UK.

One-off Charges: means the one-off charges for the Services, Goods or Equipment set out in the Order.

On-Net or Internal Calls: means Calls made between Users configured within the Customer where both Users are using IP phones (hard or soft).

Order: means the Customer's order for the Goods and/or Services as set out in Order Schedule to this Agreement and any further orders as agreed between the parties which refer to this Agreement and which shall be in a substantially similar form to the order set out in the Order Schedule.

Out of Service: means an outage affecting more than 20% (but not less than 20) of the Customer's Users for the applicable Application, excluding outages for Planned Maintenance or Emergency maintenance.

Planned Maintenance: means any work planned in advance to be carried out by, or on behalf of, Vizst, including:

- (a) to maintain, repair or improve the performance of Vizst's network (or that of Vizst's subcontractors) or any Services; or
- (b) to make any change to the Services that does not have a material adverse effect on the performance or provision of the Cloud Service including: the introduction or withdrawal of any Service features; or the replacement of any Service with an equivalent Service.

Presentation Number: means the telephone number made available to a called party.

Price or Charges: means the price for the Goods and/or Services as set out in the Order.

Professional Services: means one off implementation and training services delivered to the Customer by Vizst or a 3rd Party on behalf of Vizst, these services are further defined in the Schedule 5 Professional Services.

Recurring Charges: means Charges for the Services or applicable part of the Services that are invoiced repeatedly in every payment period (e.g. every month), as set in the Order.

Regulatory Body: means any national or supranational regulatory or competition body, government department, court, or other body authorised and empowered under local law in the relevant country to regulate or adjudicate on the provision of the Services.

Renewal Period: means a period equivalent to the shorter of (i) the Initial Period and (ii) 12 months.

Scope of Work: means the document described as such to be provided by Vizst detailing the Services to be carried out by Vizst

Services: means the Managed Services, Cloud Services, Network Services and Support as appropriate.

Service Definition Document: means a detailed document that is produced in collaboration with the Customer during Service Transition, that covers all aspects of the delivery of the Managed Services.

Service Credit: means any agreed remedy for failure by Vizst to meet a Service Level for the Service set out in an Order.

Service Delivery Date: the Service Delivery Date as set out in the Order. This is when the Managed Service will commence and become chargeable.

Service Level: means any agreed minimum level of Service to be achieved by Vizst with respect to the Service, such as delivery, availability or restoration as set out in the Services Schedule. Bespoke Service Levels will be described in the Order.

Service Management Boundary: has the meaning given in clause 4 of Schedule 4 Managed Services and Support

Service Portal: means the portal used by the Supplier to administer the Services and configure Applications and to create and receive reports on the utilisation of the Services.

Service Transition: means the process adopted when a project nears completion and the ongoing support services begin. This also covers the process when a Customer orders services that are not attached to a project, where the procured Goods or Services require ongoing maintenance and support.

SIP Services: means a Voice over Internet Protocol (VoIP) service based on the Session Initiation Protocol (SIP) by which Vizst delivers telephone connectivity to the public switched telephone network (PSTN) to the Customer with a compatible phone system (IP-PBX) as set out in the Order.

Sites: means the locations set out in the Order.

Software: means any software installed on or supplied with the Goods or as set out on the Order.

Specification: means any specification for the Goods issued by the manufacturer.

Statement of Work: means the detailed plan describing the Services required to fulfil the Order. (if any).

Supervisor: means an individual whose role at the Customer's organisation includes the management of Agents and requires access to the supervisor management and reporting tools.

Supplier: Vizst Technology Ltd incorporated and registered in England and Wales with company number 07184583 whose registered office is at Unit A, Acorn Business Park, Ling Road, Poole, Dorset, BH12 4NZ (Vizst);

Support Hours: the hours of support set out in the Order.

Target Restoration: the Vizst target to have Service(s) restored to a usable working state by means of full fault fix or the implementation of a workaround.

Uniform Resource Locator or URL: means a character string that points to a resource on an intranet or the Internet.

Usage Charges: means the Charges for the Outgoing Calls services as specified in the Order.

User: means any person who is permitted by the Customer to use or access the Services.

VAT: Value Added Tax chargeable under English law for the time being and any similar additional tax.

Vizst Equipment: means any equipment, including any Software, owned or licensed by Vizst or its sub-contractors, that is located at a Site for the provision of the Service(s) and, if any, as more fully described in the Supply Schedule and set out in an Order.

VOIP: means voice over internet protocol.

Working Day: means 8.30 to 17.30 Monday to Friday, excluding public or bank holidays in the applicable part of the United Kingdom.

3rd Party Supplier: a supplier or sub contractor used by Vizst to deliver part or all of the Professional Services or other Services detailed in the Order.

Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1. AGREEMENT

- 1.1 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.2 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 References to Clauses and Schedules are to the clauses and schedules of this Agreement; references to Appendices and paragraphs are to appendices and paragraphs of the relevant Schedule.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CONFLICT

- 2.1 The provisions of the main body of this Agreement shall be supplemented by any applicable additional provisions set out in the Schedules.
- 2.2 In the event, that any provision of the main body of this Agreement conflicts with any provision of any Schedule, the provisions of the Schedule shall take precedence.

3. COMMENCEMENT AND TERM

- 3.1 This Master Agreement commences on the date hereof and, subject to clause 16, shall continue until terminated by either party in accordance with clause 16 or clause 3.5.
- 3.2 Vizst will provide each Service from its Service Delivery Date for the duration of the Initial Term and thereafter for each.
- 3.3 Orders for Managed Services under this Master Agreement will automatically renew for the duration of the Renewal Period unless either party gives notice to end the Agreement in accordance with clause 3.4.

3.4 Either party may give written notice to the other party not less than 90 days before the end of the Initial Term or the relevant Renewal Period of the Order to terminate the Service at the end of the Initial Term or the relevant Renewal Period as the case may be.

3.5 Either party may give written notice to the other party with no less than 90 days before the intended termination date of the Master Agreement. Orders signed under this Agreement shall complete the Initial Term or relevant Renewal Period before the termination comes into effect.

4. ORDERS

4.1 When the Customer wishes Vizst to provide it with Goods and/or Services, it shall send an Order to Vizst. Each Order shall be deemed to be a separate offer by the Customer to purchase Services on the terms of this Agreement, which Vizst shall be free to accept or decline at its absolute discretion.

4.2 No Order shall be deemed to be accepted by Vizst until it issues a written acceptance of the Order or (if earlier) Vizst commences provision of the Services to the Customer.

4.3 Each Order shall refer to this Agreement and be deemed to incorporate all provisions of this Agreement, save as expressly varied in the Order.

4.4 If a Managed Service Contract automatically renews, a 10% Annual increase will be automatically applied.

5. PRICE AND PAYMENT

Table 1

Description	Invoice Frequency	Payment Terms	Commencement	Additional Information
Equipment	n/a	14 days from receipt of invoice	From Delivery to Customer or Vizst	
Perpetual Software	n/a	30 days from receipt of invoice	From Software activation date	
Subscription Software	Upfront	30 days in advance	From software activation date	Quarterly and monthly invoice frequencies also available (subject to the Order)
Software Rentals	Upfront	30 days in advance	From software activation date	Quarterly and monthly invoice frequencies also available (subject to the Order)

Cloud Services	For Licenses or Subscriptions- Monthly in Advance.	30 days in advance	Per Milestones agreed in the Order	Quarterly and monthly invoice frequencies also available (subject to the Order)
Professional Services	30% in advance and the remainder on completion of Milestone	30 days from receipt of invoice	30% upon Vizst receiving the Order and the remainder per Milestones agreed in the Order	Quarterly and monthly invoice frequencies also available (subject to the Order)
Block Hour Contracts	n/a	30 days in advance	100% upon Vizst receiving the Order	
Connectivity Rentals	Annually	30 days from receipt of invoice	Upon Vizst receiving the Order	Quarterly invoice frequencies also available (subject to the Order)
Software Assurance	Upfront	30 days in advance	Upon Service Delivery Date	
Vizst Managed Service	Annually	30 days in advance	Upon Service Delivery Date	Quarterly and monthly invoice frequencies also available (subject to the Order)

5.1 The table above defines general Payment Terms, for specific Orders, any bespoke Payment Terms will be defined in that Order Schedule.

5.2 The full balance of the Order value of any Goods is due on the earlier of (i) the date of delivery of the Goods to the Customer premises, (ii) the date that Vizst notifies the Customer that the Goods are available for delivery to the Customers premises or (iii) the date of delivery to Vizst in circumstances where Vizst is to carry out configuration or other services to such Goods at Vizst premises.

Managed Service and Cloud Service Charges

5.3 The Price for the Services shall be inclusive of the Manufacturer Support Charges, the Annual Charge and any Cloud, Rental, Subscription or Network Services Charges unless otherwise stated.

5.4 Vizst shall invoice the Customer the Manufacturer Support Charges and the Annual Charge annually in advance from the Service Delivery Date. Vizst shall invoice the first Manufacturer Support Charges on the earlier of (i) 90 days from the date of the Order for the relevant Goods and (ii) 45 days prior to the Service Delivery Date or the anniversary thereafter. Vizst shall invoice the Annual Charges 45 days prior to the due date for the commencement of Services and annually thereafter.

5.5 The Service Delivery Date following Implementation Services shall be the date at which the solution is made available to the Customer for UAT following a new implementation, or a date

otherwise agreed within the Order. On the Service Delivery Date, the Managed Service provided by Vizst shall commence and the Charges for this Service will be due.

5.6 Charges relating to Rentals and Network Services shall commence upon the date set out in the Order.

Professional Services Charges

5.7 Where Professional Services are provided on a fixed price basis:

- 5.7.1 the balance of the Order value of any Professional Services will be invoiced as set out in the Order;
- 5.7.2 Installation Charges will be invoiced at the time of installation;
- 5.7.3 Cancellation or rescheduling of the services set out in the Scope of Work by the Customer will incur Additional Charges;
- 5.7.4 Where the Professional Services are provided on a time-and-materials basis:
- 5.7.5 Vizst's standard daily rates are calculated on the basis of a day worked between 8.30 am and 5.30 pm (minus 1 hour for lunch) on weekdays (excluding weekends and public holidays);
- 5.7.6 Vizst shall be entitled to charge at an overtime rate of 150% of the normal rate for time worked by members of the project team outside the hours referred to in clause 5.7 and on Saturdays and 200% of the normal rate on Sundays and public holidays;

5.8 Vizst shall invoice the Customer as set out in the Order for its charges for time, expenses, and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 5.8.

5.9 All payments payable to Vizst for Services shall become due immediately on termination of this Agreement, despite any other provision.

Additional Training Charges

5.10 Vizst will charge the Customer at a fixed, or daily rate as set out in the Order or at a rate advised to the Customer by Vizst from time to time.

Service Administration and MACD Charges

5.11 Vizst will charge the agreed hourly or daily rate set out in the Order for any additional MACDs or ceases required by the Customer that fall outside the scope of the standard Service as set out in this Agreement or as otherwise detailed by Vizst.

Minimum Monthly Spend

5.12 Where the Customer commits to a minimum monthly spend as set out in the Order (which minimum monthly spend excludes one-off Charges, Calls and set-up fees), the Customer shall, unless

otherwise agreed in writing by Vizst, be invoiced such minimum monthly spend each month during the term of the Order.

De-installation charges

5.13 Vizst will charge De-installation Charges for the de-installation of Equipment at the rates set out in the Order.

6. AMENDMENT

6.1 Save as set out in clause 6.2, no amendment of the Order will be effective unless agreed in writing by the Parties.

6.2 Vizst may amend the Order at any time by giving the Customer 21 days' notice in order to:

- 6.2.1 comply with any legal or regulatory obligation; or
- 6.2.2 protect the use of its brand or that of its subcontractors; or
- 6.2.3 introduce new or improved service features; or
- 6.2.4 withdraw service features or components; or
- 6.2.5 introduce new or improved service levels; or
- 6.2.6 change the technical specification of the Services; or
- 6.2.7 improve clarity, or make corrections to typographical errors; or
- 6.2.8 introduce process changes; or
- 6.2.9 change the codes or the numbers allocated to the Services in order to meet the national numbering requirements of Ofcom;

6.3 Vizst will provide 21 days' notice if it proposes any amendments to the Order that are not otherwise specifically referred to in this Agreement.

6.4 Upon expiry of the notice the changes to the Order proposed by Vizst will automatically apply unless the Customer responds to Vizst within 21 days of the notice disagreeing with the changes.

7. INVOICE PAYMENT

7.1 The Customer shall pay each invoice submitted by Vizst:

- 7.1.1 within the due date shown on the invoice; and
- 7.1.2 in full and in cleared funds to a bank account nominated in writing by Vizst.

- 7.2 Any Charges include the cost of hotel, subsistence, travelling, and any other ancillary expenses reasonably incurred by Vizst in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Vizst for the supply of the Services unless otherwise stated on the Order.
- 7.3 The Charges are exclusive of VAT, which Vizst shall add to its invoices at the appropriate rate.
- 7.4 Where stated in the Order the Customer shall pay the Charges by direct debit upon Vizst submitting an invoice in accordance with the Order.
- 7.5 Where invoices are to be issued online, Vizst will notify the Customer by email when a new invoice is issued.
- 7.6 Without limiting any other right or remedy of Vizst, if the Customer fails to make any payment due to Vizst under this Agreement by the due date for payment (Due Date):
- 7.6.1 Vizst shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Barclays Bank plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly; and
 - 7.6.2 Vizst may suspend the Services or Professional Services until payment has been made in full.
- 7.7 The Customer shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Vizst in order to justify withholding payment of any such amount in whole or in part. Vizst may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Vizst to the Customer.
- 7.8 Where the Customer makes an aggregated payment in respect of more than one invoice, the Customer will, upon request, provide a breakdown to show amounts paid in relation to each individual invoice, clearly identifying the amount applicable to each.
- 7.9 Subject to the customers written approval Vizst may increase any of its charges for the Services on not less than 30 days notice to reflect any changes in the price of such services that Vizst is charged by its suppliers.
- 7.10 In the event, that the price to Vizst of any Goods or Services increases by more than 2% due to a fall in the sterling exchange rate from that of the date of the relevant Order, Vizst may on notice to the Customer increase the Price by the increase to Vizst of the same.
- 7.11 Where Vizst has issued an incorrect invoice, Vizst may issue an amending invoice or credit note together with details of the error to the Customer within 3 months of the issuing of the incorrect invoice.

8. INVOICE DISPUTES

8.1 The Customer will pay by the Due Date, all undisputed amounts and any disputed amounts that are less than five percent of the total invoice amount.

8.2 If the Customer disputes an invoice, it will provide Notice to Vizst of the dispute within 14 days of the date of the invoice and will provide all information relevant to the dispute, stating the reasons for and the amount in dispute.

If the Customer pays by direct debit, Vizst will amend the direct debit by the disputed amount while it investigates the dispute.

8.3 The Customer will pay any resolved amount within 5 Business Days after the resolution of the dispute.

8.4 Clause 8 will apply to any resolved amounts payable to Vizst from the original Due Date.

9. SITE SURVEY

9.1 In certain cases, Vizst, or its suppliers, may need to conduct a site survey at the Customer's premises to ensure the suitability of the Customer's site and/or equipment for the use of the Goods, or Services. Such surveys and site visits shall be conducted in accordance with these Conditions, where the survey is carried out by a 3rd party, such as a Carrier these surveys shall incur a charge, payable by the Customer.

9.1.1 This includes a Network Readiness Assessment which is a prerequisite for installation services. If the Customer wishes to waive this assessment, Vizst cannot guarantee sufficient connectivity to enable Services.

9.2 Following any site survey, Vizst will notify the Customer of any charges that are required in order for Vizst to provide the Goods, or Services to the Customer and the Customer may decide to either pay the said charges or cancel the Order in respect of the affected Goods or Services. The Customer shall within 5 Business Days of the date of it being notified of such charges notify Vizst of its intention to either pay the charges or cancel the Order, failing which the Vizst may terminate the Order for the affected Goods with immediate effect by giving written notice to the Customer.

9.3 If, following any site survey, Vizst is not able to supply any part of the Goods or Services to the Customer, Vizst may terminate the Agreement for such part with immediate effect by giving written notice to the Customer.

9.4 In the event, that any part of an Order is terminated pursuant to clause 9.2 or clause 9.3, Vizst will refund any advance payments made by the Customer to Vizst in respect of the Charges for the terminated part of the Order.

10. SUPPLY OF GOODS AND SERVICES

10.1 Vizst warrants to the Customer that the Goods or Services will be provided using reasonable care and skill. Vizst shall use reasonable endeavours to meet the Service Levels.

10.2 Vizst will comply with all Applicable Law in the provision of the Goods and Services.

10.3 Vizst shall take reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network provided by Vizst (or its subcontractors), but Vizst will not be liable for any loss or damage sustained by the Customer in the event of any unauthorised access.

10.4 Vizst shall use reasonable endeavours to meet any dates to perform, but any such dates shall be estimates only and time shall not be of the essence.

10.5 Vizst shall use its reasonable endeavours to provide the Services continuously but Vizst does not warrant or guarantee:

10.5.1 that the use of the Services shall be uninterrupted, secure or error-free; or

10.5.2 the call quality; or

10.5.3 that all calls made by the Customer will be accepted by the telecommunications network which is used in the provision of the Services.

10.6 Where applicable, the Services will store recorded calls for 30 days after which the Customer will be responsible for providing and managing storage for call recordings. Alternatively, additional storage may be purchased from Vizst.

10.7 The Customer will be responsible for providing approved Customer Equipment.

10.8 Vizst will be responsible for remotely updating, ensuring compatibility, and maintaining the configuration for all approved Customer Equipment used in association with the Services.

11. CONFIDENTIALITY

11.1 The Customer shall keep in strict confidence all confidential information concerning the business, affairs, customers, clients or suppliers of Vizst disclosed to the Customer by Vizst, its agents or employees. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to Vizst, and shall ensure that such employees, agents, or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

11.2 All materials, equipment and tools, drawings, specifications, and data supplied by Vizst to the Customer shall at all times be and remain the exclusive property of Vizst but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Vizst and shall not be disposed of or used other than in accordance with Vizst's written instructions or authorisation.

11.3 This clause 11 shall survive termination of this Agreement, howsoever arising.

12. DATA PROCESSING

12.1 In this Clause 12:

12.1.1 "Data Protection Law": means the General Data Protection Regulation 2018 ("GDPR") and the Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner from time to time;

12.1.2 "process", "data controller", "data processor", "data subject(s)", "personal data", and "subject access request" shall have the meaning given in the Data Protection Law.

12.2 The Customer will comply with its obligations as a data controller under Data Protection Law. The Customer warrants and represents that the carrying out by Vizst of processing of the personal data under this Agreement shall not infringe Data Protection Laws.

12.3 The Customer hereby appoints Vizst as data processor in relation to personal data which Vizst receives under or in connection with the performance of this Agreement.

12.4 The details of the personal data processed for the purposes of this Agreement include:

12.5 Subject matter: The subject matter of the data processing is the carrying out of the Services under this Agreement.

12.6 Duration: The duration of the data processing is until the termination of the Agreement in accordance with its terms.

12.7 Purpose: The purpose of the data processing is the provision of the Services to the Customer and the performance of Vizst's obligations under the Agreement or as otherwise agreed by the Parties.

12.8 Nature of the processing: Using personal data in the performance of the Services.

12.9 Categories of data subjects: Employees of the Customer.

12.10 Types of personal data: Contact details of the data subjects.

12.11 In processing personal data pursuant to this Agreement, Vizst shall:

12.11.1 act only on documented instructions from the Customer unless required to do so by Data Protection Law, in which case Vizst shall inform the Customer of such legal requirement before carrying out such processing, unless that law prohibits the provision of such information on grounds of public interest;

12.11.2 ensure that all Vizst personnel involved in the processing of personal data (including its staff, agents and subcontractors) are under appropriate obligation of confidentiality;

12.11.3 take all measures required by Article 32 of the GDPR in respect of the personal data;

- 12.11.4 not engage another processor without the prior written authorisation of the Customer.
Where Vizst does engage another processor, Vizst shall impose the same obligations on such processor as are imposed on Vizst by this clause 12.11.4;
- 12.11.5 taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the data subject's rights set out in Chapter III of the GDPR;
- 12.11.6 assist the Customer in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Vizst;
- 12.11.7 at the Customer's choice, delete or return to Customer all personal data in its possession or control after the end of such processing, save that this requirement shall not apply to the extent Vizst is required by Data Protection Law to retain some or all of the personal data.
- 12.11.8 make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow the Customer (or its authorised representatives) to inspect and audit Vizst's compliance with the terms of this Agreement;
- 12.11.9 notify the Customer immediately if, in Vizst's opinion an instruction from the Customer infringes Data Protection Law
- 12.11.10 not cause or permit personal data to be transferred outside the EU without the Customer's prior written consent, unless required to do so by Data Protection Law.
- 12.11.11 Ensure that if Vizst transfers personal data to sub-contractors located in countries outside the EEA, that transfer shall be subject to the terms of the Standard Contractual Clauses (as per European Commission's Decision 2010/87/EU) as set out in Annex 2 which Vizst enters into on behalf of the sub-contractor with the Customer.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods are and shall remain the sole property of Vizst or (as the case may be) third party rights owner.
- 13.2 In relation to the Software:
- 13.3 the Customer acknowledges that it is buying only the media on which the software is recorded and the accompanying user manuals;
- 13.4 nothing contained in this Agreement shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and

13.5 the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licences, terms of use and registration requirements relating to them. The end user licence terms for 3rd Party Software are included in the Annex to the relevant Schedule.

13.6 Each Party's Intellectual Property Rights, whether pre-existing or created by a Party during or arising out of or in connection with the performance of this Order, will remain the absolute property of that Party or its licensors.

13.7 In reference to Cloud Services, Vizst will give the Customer a non-transferable and non-exclusive licence to use, solely as necessary for receipt or use of the Cloud Service(s), all Software (in object code form only) and associated documentation that may be supplied by Vizst, subject to the Customer's compliance with this Agreement and any third party terms and conditions, as more fully set out in this Agreement or set out in an Order, that apply to the use of the Software. Such licenses will terminate at the end of the term.

13.8 The Customer will not copy, decompile, modify, or reverse engineer any Software or knowingly allow or permit anyone else to do so, except as expressly permitted by Vizst in writing or otherwise provided at law.

13.9 Vizst will indemnify, hold harmless and defend the Customer from and against any Claims brought against it by a third party for alleged infringement of that third party's Intellectual Property Rights by the Customer's receipt of any Service(s) provided that, for each Claim, the Customer promptly notifies Vizst of the Claim, Vizst is given immediate and complete control of the Claim, the Customer does not make any public statements related to the Claim or in any way prejudice Vizst's defence of the Claim, and the Customer gives Vizst (or its subcontractors) all reasonable assistance with the Claim. All costs incurred or recovered in negotiations, litigation, and settlements relating to any indemnity given under this clause 13.9 will be for Vizst's account.

13.10 The indemnity set out in paragraph 13.9 will not apply to Claims arising out of or in connection with:

13.10.1 the use of any Service in conjunction or combination with other equipment or software or any other service(s) not supplied by Vizst;

13.10.2 any unauthorised alteration or modification of any Service;

13.10.3 content, designs, or specifications supplied by, or on behalf of, the Customer; or

13.10.4 use of the Services other than in accordance with this Agreement.

13.11 The Customer will indemnify Vizst against all Claims, losses, costs and liabilities arising out of or in connection with the matters set out in clause 13.10 that are attributable to the Customer or its agents or Users and will cease any such activity immediately upon notice from Vizst or at such time as the Customer became aware, or should have reasonably have been aware, that the activity had given rise to the Claim.

13.12 If any Service becomes, or Vizst reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Rights as referred to in clause 13.9, Vizst may, at its own expense:

13.12.1 secure for the Customer a right of continued use; or

13.12.2 modify or replace the relevant part(s) of the Services so that it is no longer infringing, provided that that modification or replacement will not materially affect the performance of the relevant part(s) of the Services.

13.13 The indemnity in clause 13.9 and the actions in clause 13.12 will be the Customer's sole and exclusive remedy for any Claims arising out of or in connection with an infringement of Intellectual Property Rights.

14. CONTENT

14.1 Where the Customer provides content for use in connection with the Services ("Content"), the Customer warrants that it has obtained in writing all necessary rights, clearances, and permissions to allow it to use the Content including but not limited to any associated copying, storage, streaming or playing of the Content.

14.2 The Customer will obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any applicable royalties or other charges to use any Content with the Cloud Service.

14.3 If the Customer provided Content is the subject of a claim of infringement of any Intellectual Property Rights or breach of any licensing requirement or if Vizst reasonably believes that the Content is likely to become the subject of such a claim, Vizst may, without notice, delete the Content and /or disable the streaming or playing of the Content.

14.4 The Customer will indemnify Vizst against any claims or legal proceedings that are brought or threatened against Vizst by a third party arising from any breach of paragraphs 14.1 or 14.2. Vizst will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

15. LIMITATION OF LIABILITY

15.1 The following provisions set out the entire financial liability of Vizst (including without limitation any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of:

15.1.1 any breach of this Agreement howsoever arising;

15.1.2 any use made by the Customer of the Services or any part of them; and

- 15.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.
- 15.2 Nothing in this Agreement shall limit or exclude Vizst's liability for:
 - 15.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 15.2.2 fraud or fraudulent misrepresentation; or
 - 15.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 15.2.4 any matter in respect of which it would be unlawful for Vizst to exclude or restrict liability.
- 15.3 Subject to clause 15.1 and clause 15.2:
 - 15.3 Vizst shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 15.3.1 loss of profit; or
 - 15.3.2 loss of business; or
 - 15.3.3 depletion of goodwill or similar losses; or
 - 15.3.4 loss of anticipated savings; or
 - 15.3.5 loss of contract; or
 - 15.3.6 loss of use; or
 - 15.3.7 loss or corruption of data or information; or
 - 15.3.8 any special, indirect, or consequential loss,
 - 15.3.9 arising under or in connection with this Agreement including any losses that may result from a deliberate breach of this Agreement by Vizst, its employees, agents, or subcontractors; and
 - 15.3.10 Vizst's aggregate liability to the Customer arising under or in connection with this Agreement in each consecutive 12 month period commencing on the date hereof, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of this Agreement by Vizst, its employees, agents or subcontractors shall not exceed the total Price paid or payable by the Customer during that period.
- 15.4 The Customer shall be responsible for putting in place and maintaining all necessary technical and other measures to ensure the security of its networks and systems (including the Equipment). The Customer acknowledges and agrees that Vizst shall have no liability in respect of

any unauthorised use of the Customer's networks and systems (including the Equipment) arising from Vizst's provision of the Services or otherwise under this Agreement and that the Customer shall be responsible for all sums due to third parties for the use of the same (including any monies due to communications providers for use of their systems, whether authorised by the Customer or not).

15.5 Except as set out in this Agreement, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

15.6 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Vizst shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

15.7 Any amounts paid by Vizst to the Customer as Service Credits, as may be more fully described in the applicable Order, will be the Customer's sole and exclusive remedy for any failure by Vizst to meet an applicable Service Level and, in any case, will reduce any damages payable up to the applicable limits of liability.

15.8 This clause 15 shall survive termination of this Agreement.

16. TERMINATION

16.1 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 16.1.1 the other party is in material breach of an obligation under this Agreement or a Schedule. Termination shall be effective 30 days after the receipt of a written notice of termination unless during the relevant period of 30 days, the defaulting party has cured the default or is diligently proceeding to cure the default by taking effective and continuing steps to do so and the default is in fact cured within a reasonable period of time after the receipt of the relevant notice.
- 16.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 16.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the

sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 16.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 16.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 16.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- 16.1.7 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 16.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 16.1.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.2 to clause 16.1.8 (inclusive);
- 16.1.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

16.2 Without limiting its other rights or remedies, Vizst may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement by the Due Date and remains in default not less than 28 days after being notified in writing to make such payment.

16.3 Without limiting its other rights or remedies, Vizst shall have the right to suspend provision of the Services under this Agreement or any other contract between the Customer and Vizst if the Customer becomes subject to any of the events listed in clause 16.1.1 to clause 16.1.10, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

16.4 In addition, Vizst may terminate a schedule (without prejudice to its other rights and remedies) by written notice to the Customer, if Vizst seeks to consolidate its service provision for any reason, including but not limited to, economies of scale or profitability.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of this Agreement for any reason:

- 17.1.1 the Customer shall immediately pay to Vizst all of Vizst's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Vizst shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 17.1.2 all rights and licences granted to the Customer pursuant to the Agreement shall cease;
- 17.1.3 the Customer shall return or allow Vizst to enter the Customer's premises to collect, all Vizst Equipment.
- 17.1.4 the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 17.1.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. FORCE MAJEURE

18.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event beyond a that party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable. Neither Party shall have any liability to the other Party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including:

- 18.2 an act of God, fire, flood, storm, severe weather conditions or other natural event;
- 18.3 war, terrorist action, act of violence, hostilities, revolution, riots or civil disorder;
- 18.4 epidemic or pandemic;
- 18.5 any destruction, breakdown (whether permanent or temporary) or malfunction of, or damage to any premises, plant equipment or materials (including, without limitation, any computer hardware or software or any records including any bugs in operating software, viruses, corrupt data or back-up failures);
- 18.6 failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions;
- 18.7 the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application of any such law or regulation by a competent authority; (g) any strike, lock-out or other industrial action;
- 18.8 any obstruction of any public or private highway or any event which restricts access to relevant premises; or

18.9 insolvency or similar business failure of, a third party, including an agent or sub-contractor.

Force Majeure shall not apply in respect of obligations of confidentiality, payment, and compliance with laws.

19. EXCUSED PERFORMANCE

19.1 Vizst will not be in breach of the Order, nor legally liable, for any failure or delay to perform any of its obligations under the Order (including any of its obligations to meet the Service Levels, if any) if and to the extent that Vizst's failure or delay in performing arises as a result of:

19.1.1 Any failure or delay by the Customer to perform any of the Customer's obligations under the Order (Customer Default)

19.1.2 Any act or omission other than on the part of Vizst or a subcontractor appointed by it; or

19.1.3 A Regulatory Body restricting or preventing Vizst (or a subcontractor) from supplying the Service.

19.2 The Customer shall reimburse Vizst on written demand for any costs, charges, or losses sustained or incurred by Vizst arising directly or indirectly from the Customer Default.

20. NON-SOLICITATION

20.1 Except as otherwise expressly agreed between the Parties in writing, the Customer may not, during the Term or for a period of 12 months after completion of Services pursuant to a particular Schedule, directly or indirectly, by or through itself, its Affiliates, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

20.1.1 solicit or induce, or endeavour to solicit or induce an Employee (as defined below) of Vizst; or

20.1.2 employ or engage or offer to employ or engage an Employee of Vizst without the written consent of Vizst.

For the purpose of this Clause "solicit" or "induce" means the soliciting or inducing of such Employee with a view to engaging such Employee as an employee, director, sub-contractor or independent contractor. "Employee" means a person employed or engaged by Vizst for a continuous period of 6 months or more, who was employed or engaged in the provision of the Services under this Agreement.

20.2 In the event of any breach by the Customer of the provisions of Clause 20.1 resulting the employment or engagement any Restricted Employee then the Parties agree that:

20.2.1 the said Employee shall not commence his or her employment until the end of the 12 month term as provided in Clause 20.1; and

- 20.2.2 the Customer employing the Employee shall pay on demand a fee equal to 100% of that Employee's total annual remuneration (including, for the avoidance of doubt – salary, bonus, commission and the monetary equivalent of any employee benefits) within 14 days of receipt of invoice, or in the alternative acknowledges Vizst shall have the right to seek damages for breach.
- 20.2.3 the sums referred to in this Clause are a fair and genuine estimate of the loss and damages the Parties would suffer if a Party breaches Clause 20.1.
- 20.2.4 this Clause 20.1 shall survive for a period of 12 months post the termination of this agreement.

21. DISPUTE RESOLUTION PROCEDURE

21.1 Without prejudice to the termination provisions in Clause 16, if a Party believes in good faith that the other Party has breached any material term of this Agreement, that Party shall notify the other Party, in writing setting forth in reasonable detail the nature of the alleged breach ("Notice of Breach"). If the other Party does not dispute the validity of the Notice of Breach, it must promptly undertake to cure and remedy the breach set out in the Notice of Breach. If the other Party disputes the validity of the Notice of Breach, then the Parties must comply with the following provisions.

21.2 Any dispute to be resolved under this Clause 17 must first be submitted for resolution to the representatives of each Party then charged with the administration of this Agreement. If such representatives are unable to resolve the dispute within 5 Business Days after the date on which the Notice of Breach is received by the other Party, then the dispute must be submitted to the directors (or persons of comparable authority) of each Party for resolution. If such directors are unable to resolve the dispute within 10 Business Days after the date on which the Notice of Breach is received by the other Party, then each Party is free to pursue whatever remedies that may be available to it in respect of the subject matter of the dispute.

21.3 The cure period provided in this Agreement for any breach which is the subject of a dispute submitted for resolution under this Clause will be suspended during dispute resolution procedures set out in this Clause 21 and commence to run on the day after the dispute has been resolved in favour of the aggrieved Party or the dispute resolution procedures have been exhausted, whichever is applicable.

21.4 Before resorting to legal proceedings, the Parties may (but are not obliged to) attempt to settle by negotiations between them in good faith all disputes or differences between them out of or in connection with this Agreement. The Parties further agree that (provided that both Parties consider that such negotiations will be assisted thereby), they will appoint a mediator by mutual agreement, or failing mutual agreement each Party will appoint a mediator of their choice and the two appointed mediators will appoint a third mediator to assist them and the Parties in such negotiations. Mediation will take place in London or such other place as the Parties mutually agree. Both Parties agree to co-operate fully with the appointed mediator (or mediators), provide such assistance as necessary to enable the mediators to discharge their duties, and to bear equally

between them the fees and expenses of the mediators, but otherwise each Party shall bear their own costs. Unless the Parties otherwise agree in writing, if mediation is unable to resolve the dispute within 30 days from the Notice of Breach above then either Party may seek to have the dispute determined by the courts of England and Wales.

22. SECURITY

22.1 Vizst shall maintain the security of Data, Services and Deliverables in accordance with the specific security requirements of the Customer as defined in the Security Policy, any relevant Schedule and in accordance with Best Industry Practice.

22.2 If Vizst wishes to make any change to its systems or hardware used for this Agreement or which will have a material impact on the Services or Deliverables of this Agreement, Vizst shall notify the Customer and request approval in accordance with the Change Control Procedure.

22.3 Without limitation to Clause 22.1 Vizst shall always ensure that the level of security employed by Vizst in conjunction with the Customer is appropriate throughout the Term to prevent:

- 22.3.1 loss of integrity or availability of the Data stored and processed by or on behalf of Vizst under this Agreement;
- 22.3.2 loss of confidentiality of any confidential data or part thereof on any Data, Services or Deliverables;
- 22.3.3 unauthorised access to, use of, or interference with the Data, Services or the Deliverables; and
- 22.3.4 unauthorised access to networks, premises or systems used by Vizst or any sub-contractor of Vizst in performing the relevant Services.

22.4 Vizst shall document security policies and procedures within the Security Policy document. Vizst shall provide a Security Policy to the Customer at least annually. Any agreed changes to the Security Policy will be actioned by Vizst within 10 Business Days of such agreement and Vizst shall issue an updated version of the Security Policy to the Customer.

22.5 Vizst shall not at any time knowingly introduce any computer virus or other contamination onto any of the Customer's systems or Vizst's systems and the Customer shall not at any time knowingly introduce any computer virus or other contamination onto any of Vizst's systems or any Customer systems managed by Vizst as part of the Services. Vizst shall ensure that it complies with Best Industry Practice in the prevention and removal of any computer virus on Vizst's systems.

23. GENERAL CUSTOMER OBLIGATIONS

23.1 The Customer shall:

- 23.1.1 ensure that any information it provides is complete and accurate;

- 23.1.2 co-operate with Vizst in all matters relating to the Goods and Services;
 - 23.1.3 provide Vizst, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Vizst;
 - 23.1.4 provide Vizst with such information and materials as Vizst may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 23.1.5 obtain and maintain all necessary consents, licenses, permissions and authorisations that are required for the Services including; consent for any to buildings on entrance to property required from local authorities, landlords or owners; for the installation of Vizst or 3rd party equipment; or for the use of the Services over the Customers Network or at a site;
 - 23.1.6 comply with, and ensure that its Users comply with, all Applicable Law in the receipt and use of the Services;
 - 23.1.7 Adhere and comply with the Compliance Obligations; and
 - 23.1.8 keep and make available to Vizst any operating manuals and CDs containing programs or other data supplied with any of the CPE.
 - 23.1.9 Be responsible for any damage to or loss of the Vizst Equipment other than due to fair wear and tear.
- 23.2 The Customer shall not use, and shall prevent its agents, representatives, subcontractors, consultants, and employees from using, the Services:
- 23.2.1 in breach of any reasonable instruction given by Vizst to the Customer from time to time;
 - 23.2.2 in contravention of any licence, code of practice, instruction or guideline issued by any regulatory body, or any third party's rights;
 - 23.2.3 to send, receive, upload, download, use or reuse any information or material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing or cause annoyance, inconvenience, needless anxiety or are intended to deceive or are in breach of confidence, copyright, privacy or any other similar right;
 - 23.2.4 in a manner which may result in Vizst, or its suppliers, incurring any liability to a third party;
 - 23.2.5 in a manner which may damage Vizst's reputation, or its suppliers' reputation, or the reputation of the Services, or otherwise bring Vizst, its suppliers, or the Services into disrepute;
 - 23.2.6 fraudulently, improperly, immorally or in connection with a criminal offence or in any way that is unlawful; or

- 23.2.7 in any way Vizst considers to be, or likely to be, detrimental to the provision of the Services to the Customer or to the provision of any service to any other customer of Vizst.

24. SUSPENSION

24.1 Without limiting its other rights or remedies, Vizst shall have the right to suspend provision of the Services if:

- 24.1.1 Vizst reasonably believes that the Services are being used in an unauthorised or illegal manner; or
- 24.1.2 Ofcom or any other regulatory body requires Vizst to suspend the Services;
- 24.1.3 to conduct Planned Maintenance, in which case Vizst will notify the Customer in advance;
- 24.1.4 if Vizst (or its subcontractors) reasonably considers that it is required to do so in order to safeguard the integrity and security of its network.

24.2 Vizst will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in paragraph 24.1 as soon as commercially reasonable.

24.3 Where Vizst exercises its rights to restrict or suspend the Service in paragraph 24.1.4 where the need to safeguard the integrity of security of the network arose as a result of a breach by the Customer:

- 24.3.1 the Customer will continue to be liable for all applicable Charges for that Service until the Order is terminated; and

25. GENERAL

25.1 Entire agreement: This Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, proposal, promise or representation made or given by or on behalf of Vizst which is not set out in this Agreement. Any proposal, samples, drawings, descriptive matter or advertising issued by Vizst, and any descriptions or illustrations contained in Vizst's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of this Agreement or any other contract between Vizst and the Customer for the supply of the Goods and/or Services.

25.2 Assignment and subcontracting: Customer shall not, without the prior written consent of Vizst, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

25.3 Notices: Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery, by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or by email at the email address notified by the receiving party in a notice to the other party from time to time, including as updated on an Order.

25.3.1 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, where receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or a manual acknowledgement from the recipient.

25.3.2 This clause 25.3 shall not apply to the service of any proceedings or other documents in any legal action.

25.4 Waiver: A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

25.4.1 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

25.5 TUPE: The customer and Vizst believe that the commencement and provision of the Services will not constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) 2006 as amended or replaced from time to time ("TUPE"). Consequently, no employee will transfer to Vizst on commencement of the Services under this Agreement.

25.6 Insurance: Vizst shall at its own expense for as long as Vizst supplies Services under this Agreement:

25.6.1 Maintain a policy of Public Liability Insurance with a limit of indemnity not less than five million pounds sterling (£5,000,000) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, unless otherwise specified in a Schedule; and

25.6.2 Maintain a policy of Professional Indemnity Insurance with a limit of indemnity of not less than five million pounds sterling (£5,000,000) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, unless otherwise specified in a Schedule.

25.6.3 Vizst shall, as soon as reasonably practical after a request from the Customer, supply The Customer with copies of all insurance policies and evidence that the relevant premiums have been paid.

25.7 Severance: If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

25.7.1 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

25.8 No partnership: Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in anyway.

25.9 Marketing and PR: The Customer agrees that Vizst may identify the Customer as a customer of Vizst and create and make available a case study or similar of the work that Vizst has done for the Customer. Other marketing activities will be agreed between the Parties.

25.10 Third parties: A person who is not a party to this Agreement shall not have any rights under or in connection with it.

25.11 Variation: Any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by both parties.

25.12 Governing law and jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – EQUIPMENT

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the sale of Equipment, or supply of leased Equipment by Vizst to the Customer, in addition to the Terms and Conditions.

2. EQUIPMENT DELIVERY

2.1 Delivery shall be within a reasonable time of acceptance of the Order and the Customer agrees to accept delivery at any time during Working Hours. Vizst shall not be liable for any delay in delivery of the Equipment however caused and time shall not be of the essence for delivery.

2.2 The Fees quoted shall include transportation and delivery costs to a United Kingdom delivery address unless specifically stated on the Order.

2.3 Vizst may deliver the Equipment in separate instalments. Each delivery shall constitute a separate order and failure by Vizst to deliver any one or more of the instalments in accordance with this Agreement or any claim by the Customer in respect of any one or more instalments shall not affect the remainder of the instalments nor entitle the Customer to treat this Agreement as repudiated.

2.4 The Customer must inspect Equipment on delivery and provide to Vizst, in writing, full particulars of any failure of the Equipment to meet any specific terms of this Agreement within five (5) Working Days of delivery. Time shall be of the essence for this obligation to enable Vizst to raise issues with its supplier within the time limits allowed by them. The Customer shall be deemed to have accepted the Equipment if no such written particulars are presented within such time.

2.5 The Customer shall be responsible (at its own cost) for preparing the delivery address to accept the delivery of Equipment, including but not limited to, providing the necessary access and facilities required to deliver and install the Equipment, as advised to the Customer by Vizst.

2.6 Delays in the delivery of an Order shall not entitle the Customer to:

- 2.6.1 refuse to take delivery of the Order;
- 2.6.2 claim damages; or
- 2.6.3 terminate the Agreement, subject always to clause 16 and clause 18.

Vizst shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under the Agreement.

2.7 For the purposes of clause 5, the balance of the Fees in respect of the Equipment shall be payable upon the earliest of:

- 2.7.1 the delivery of the Equipment;

2.7.2 the first attempted delivery of the Equipment pursuant to this Schedule 1 (Equipment);
or

2.7.3 upon a notification to the Customer by Vizst that the Equipment is ready for delivery
or collection.

2.8 Any applicable Equipment warranty period will commence on the earlier of: (i) delivery, (ii) collection, (iii) first attempted delivery, or (iv) where Equipment is in consignment, pending receipt of delivery instructions from the Customer.

2.9 If the Customer fails to take delivery of Equipment or fails to give Vizst adequate delivery instructions then without prejudice to any other right or remedy available to Vizst, Vizst may:

2.9.1 store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

2.9.2 sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price payable pursuant to this Agreement or charge the Customer for any shortfall thereof.

2.10 Pursuant to paragraph 6, the Customer is responsible at its cost for returning any Equipment to Vizst (or a third party confirmed by Vizst) as part of an Equipment warranty claim within the applicable warranty period, and for paying any subsequent delivery charges for replacement or repaired Equipment.

3. RISK AND PROPERTY

3.1 Risk in the Equipment shall pass to the Customer on delivery to the Customer Premises or, if the Customer fails to take delivery of Equipment then (except where that failure or delay is caused by Vizst's failure to comply with its obligations under this Agreement) risk shall pass to the Customer on deemed delivery which shall be at the point when Vizst attempted delivery of the Equipment to the Customer Premises, and Vizst may exercise any of the options set out in paragraph 2.8. The Customer shall be responsible for fully insuring the Equipment against all normal risks with effect from the time that risk passes.

3.2 Title to the Equipment (except where any Intellectual Property Rights are reserved) shall not pass to the Customer until Vizst has received payment in full (in cleared funds) of the Fees payable under this Agreement in which case title to the Equipment shall pass at the time of payment of all such sums, save that in the event of a relevant lease agreement between the Customer and a third party, title shall only pass in accordance with that lease agreement.

3.3 Until title has passed to the Customer, the Customer shall:

3.3.1 store the Equipment as Vizst's (or the lessor's where applicable) bailee on a fiduciary basis and shall keep Equipment separate from all other goods held by the Customer

and third parties so that they remain readily identifiable as Vizst's (or the lessor's) property;

- 3.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 3.3.3 maintain the Equipment in satisfactory condition and keep them insured on Vizst's behalf for their full price against all risks with an insurer that is reasonably acceptable to Vizst. The Customer shall obtain an endorsement of Vizst's interest in the Equipment on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow Vizst to inspect the Equipment and the insurance policy;
- 3.3.4 give Vizst such information as Vizst may reasonably require from time to time relating to: (i) the Equipment; and (ii) the ongoing financial position of the Customer.

3.4 At any time before title to the Equipment passes to the Customer (and provided the Equipment is still in existence), Vizst (or the relevant lessor) may require the Customer to deliver up all Equipment to Vizst (or the relevant lessor) in its possession and, if the Customer fails to do so promptly, enter upon any premises of the Customer or any third party where Equipment is stored in order to recover them.

3.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which is not its property, but if the Customer does so, all monies owing by the Customer to Vizst (or the relevant lessor) shall (without prejudice to any other right or remedy of Vizst or the relevant lessor) forthwith become due and payable. The Customer's right to possession of Equipment before the legal and beneficial ownership has passed to it shall terminate immediately if any of the circumstances in clause 16 arises, or if the Customer fails to make any payment to Vizst on the relevant due date.

3.6 On termination of this Agreement for any reason, all Vizst's rights pursuant to this paragraph 3 shall remain in effect.

3.7 Any advice or suggestion given by Vizst about the storage, application or use of Equipment or any representation concerning Equipment which is not confirmed in writing by Vizst is followed or acted upon entirely at the Customer's own risk, and accordingly Vizst shall not be liable for any such advice or recommendation which is not so confirmed.

3.8 Notwithstanding anything in this paragraph 3, where hardware is installed in Customer Premises as a component part of the delivery of Services, then this will not be considered Equipment sold or leased to the Customer, but for the duration of such Services the Customer is responsible for risk to such hardware. Such hardware supplied by Vizst in relation to the Services shall be deemed to be and remain the property of Vizst at all times and the Customer agrees to return all such hardware to Vizst in good working order (fair wear and tear excepted) within 10 Working Days of the date of termination of the Services for any reason. The Customer agrees to pay Vizst for any Equipment not returned based on the replacement cost, or the non-return charge levied by a third-party Vizst.

4. INSTALLATION

4.1 Where set out in an Order, Vizst may provide basic installation of Equipment at Customer Premises. Complex installations may be dealt with as an Order for Professional Services.

4.2 Where installation is included in an Order:

- 4.2.1 the Customer shall nominate an appropriately skilled and knowledgeable contact person who shall be available to liaise with and respond to queries from Vizst and to accompany Vizst whilst on Customer Premises; and
- 4.2.2 the Customer shall prepare the Customer Premises for delivery or installation of Equipment at its own expense and provide such environmental and operational conditions as Vizst shall reasonably request;
- 4.2.3 Vizst shall install the Equipment at the Customer Premises (or other specified location) on or as soon as reasonably practicable after delivery;
- 4.2.4 it may be necessary (in Vizst's reasonable opinion) to remove or otherwise disconnect any of the Customer's existing equipment then the Customer shall ensure back-ups of any data are completed and Customer shall permit and obtain all necessary consents for such removal and/or disconnection and shall give Vizst all necessary assistance for the same to be carried out or if so required by Vizst the Customer shall do so itself;
- 4.2.5 the Customer shall make available to Vizst such programs, operating manuals and information as may be necessary to enable Vizst to perform its obligations hereunder and shall if requested by Vizst provide staff familiar with the Customer's programs and operations and who shall co-operate fully with Vizst;
- 4.2.6 the Customer shall provide such telecommunication facilities as are reasonably required by Vizst for testing and diagnostic purposes or for any other reasonable purpose at the Customer's expense;
- 4.2.7 once the Equipment has in the opinion of Vizst successfully passed its installation tests the Equipment shall be deemed accepted by the Customer;
- 4.2.8 the Customer shall not be entitled to delay acceptance of Equipment (or to delay payment or commencement of any lease or finance agreement in relation to Equipment) in the event that any third party fails for any reason to supply or install any line, service or equipment for use with the Equipment; and
- 4.2.9 if the Customer connects the Equipment to any telecommunication or other system the Customer shall be responsible for obtaining the consent of the owner of that system (if necessary) to such connection and for complying with all conditions relating thereto.

4.3 In the event the Customer cancels, postpones, or reschedules scheduled installation, Vizst may, to the extent Vizst cannot reschedule its applicable resources, charge Customer a rescheduling or cancellation fee.

5. QUANTITY AND DESCRIPTION

- 5.1 The quantity and description of the Goods and Software shall be as set out in the Order.
- 5.2 Vizst reserves the right (but does not assume the obligation) to make any change in any specification of the Goods, Software or Services which is required to conform with any applicable legislation, or which does not materially affect the quality or performance of the Goods, Software or Services.

6. WARRANTY

- 6.1 Where Vizst is not the manufacturer of the Goods, Vizst shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to Vizst.
- 6.2 Vizst warrants that on delivery, and for a period of 3 months from the date of delivery ("warranty period"), the Goods shall conform in all material respects with any applicable Specification.
- 6.3 Subject to paragraph 6.4, if:
- 6.3.1 the Customer gives notice in writing to Vizst during the warranty period within a reasonable time of discovery that any of the Goods does not comply with the warranty set out in paragraph 6.2; and
- 6.4 Vizst is given a reasonable opportunity of examining such Goods; and
- 6.4.1 the Customer (if asked to do so by Vizst) returns such Goods to Vizst's place of business;
 - 6.4.2 at the Customer's cost, Vizst shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.5 Vizst shall not be liable for Goods' failure to comply with the warranty set out in paragraph 6.2 if:
- 6.5.1 the Customer makes any further use of such Goods after giving notice in accordance with paragraph 6.3; or
 - 6.5.2 the defect arises because the Customer failed to follow Vizst's or manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or
 - 6.5.3 the Customer alters or repairs such Goods without the written consent of Vizst; or
 - 6.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

6.6 Except as provided in this paragraph 6, Vizst shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in paragraph 6.

6.7 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

6.8 This Schedule shall apply to any repaired or replacement Goods supplied by Vizst.

7. ADDITIONAL EXCLUSIONS IN RELATION TO EQUIPMENT

7.1 Vizst shall not be liable to the Customer for any failure of Equipment due to:

- 7.1.1 use in a manner which is not in accordance with the manufacturer's or Vizst's instructions or recommendations, other failure to follow Vizst's instructions, repair other than by Vizst or use of parts or accessories not authorised by Vizst;
- 7.1.2 any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and/or other service providers' equipment and/or host PBX systems;
- 7.1.3 failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions; or
- 7.1.4 accident, neglect, misuse, negligent use, wilful abuse, or default of the Customer, its employees or agents, or any third party.

8. WEEE REGULATIONS

8.1 The Customer will:

- 8.1.1 be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Order that has become waste electrical and electronic equipment ("WEEE"). Vizst and the Customer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
- 8.1.2 be responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

9. CPE

9.1 Title in the CPE shall at all times remain with either Vizst or its suppliers (as the case may be).

9.2 In respect of any CPE supplied to the Customer under the Agreement, the Customer shall:

- 9.2.1 use the CPE in accordance with any instructions Vizst may provide from time to time and only for the purposes of using the Services in accordance with the Agreement;
 - 9.2.2 not move, modify, relocate or any way interfere with the CPE;
 - 9.2.3 not have the CPE repaired or serviced except by Vizst or any suppliers approved by Vizst in writing;
 - 9.2.4 keep the CPE fully insured for risk of loss, theft, destruction, damage;
 - 9.2.5 not create or allow any charges, liens, pledges, or other encumbrances to be created over the CPE; and
 - 9.2.6 permit Vizst, or its suppliers, to inspect and test the CPE at all reasonable times
- 9.3 The Customer shall be liable for any damage to the CPE, and Vizst's suppliers' networks, which is caused by the Customer.

SCHEDULE 2 – SOFTWARE AND CLOUD SERVICES

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the sale of Software, or provision of Cloud Services by Vizst to the Customer, in addition to the Terms and Conditions.

2. SOFTWARE

2.1 Unless otherwise set out in an Order, in relation to Software:

- 2.1.1 delivery shall occur when Vizst or its third party Vizst makes the Software available for download and/or provides any applicable licence keys;
- 2.1.2 Software is non-transferable, non-sublicensable, non-exclusive, and limited to the total use rights granted in the Order (based on named users) for internal business purposes;
- 2.1.3 the Software licence shall be for the Initial Term;
- 2.1.4 Software may only be used by the Customer, and express permission is required prior to any use by Customer Affiliates, which may require additional Fees;
- 2.1.5 the Customer must adhere to the applicable end user licence agreement; and
- 2.1.6 provided Customer subscribes to support and maintenance in respect of the Software, Vizst shall provide associated Support which may include updates and upgrades in relation to the Software.

2.2 Where an order for Equipment includes Software attaching thereto, and for which there are no distinct Software Fees, Customer's licence to use such Software, including the end user licence agreement, shall be as provided as part of the Equipment.

2.3 The Customer shall not, and shall not permit any other party to:

- 2.3.1 disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the products or services; adapt, modify, or prepare derivative works based on any of the Intellectual Property Rights; or use any of the Intellectual Property Rights to create any computer program or other material that performs, replicates, or utilises the same or substantially similar functions as the products and services provided hereunder;
- 2.3.2 disclose the products or services or its operation to third parties, or use the products or services in a service bureau or time-sharing environment;

- 2.3.3 alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Intellectual Property Rights; or fail to ensure that all such notices and legends appear on all full or partial copies of Intellectual Property Rights or any related material;
- 2.3.4 sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Intellectual Property Rights or any of the rights or obligations granted to or imposed on Customer hereunder. Specific End User Licence Agreements

2.4 Where an Order includes third-party Software or Cloud Services which has a specific End User Licence Agreement (EULA), such EULA shall apply to Customer's use of such Software and/or Cloud Services, in addition to this Agreement.

3. GENERAL

3.1 The Early Termination Fees for Software (including Software maintenance), Cloud Services and/or Managed Services shall be 100% of the Fees payable for the remainder of the Term.

3.2 Commencement Date. Unless otherwise clearly set out in the Order, Software and/or Cloud Services shall be deemed to commence at the point at which the Software and/or Cloud Services is initially available, which may be prior to any configuration, porting, or other Professional Services, and this may be before the date on which the Customer actually begins to use the Software and/or Cloud Services.

3.3 Service Levels. Where applicable, Service Levels for Cloud Services and/or Managed Services, will be specified in the Service Description. Service Levels shall not apply to any beta, pilot, trial subscriptions, demonstrations, non-production environments, or other form of proof of concept.

3.4 Save as set out at paragraph 3.5 below, the Customer is responsible for ensuring it has sufficient connectivity (including local area and wide area networks) to consume, access or otherwise use the Cloud Services. Vizst shall not be responsible for any claim arising related to the Customer's failure to maintain sufficient connectivity.

3.5 Where the Cloud Services and/or Managed Services are provided together with Connectivity Services, Vizst shall not have any liability arising from such claims relating to connectivity issues set out in paragraph 3.3 of Schedule 3 (Connectivity Services) which Customer accepts may materially impact the delivery of the Cloud Services from time-to-time.

3.6 Provided there is no material degradation in the Cloud Services, Vizst may update or amend such Services from time-to-time, and Vizst may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.

3.7 Where Vizst installs any hardware at Customer Premises as part of the Services, paragraph 3.8 of Schedule 1 (Equipment) shall apply.

3.8 Where any Cloud Services include the use by the Customer of caller line identification functionality, whether or not as part of Connectivity Services Ordered, the Customer shall comply with paragraphs 4.2 and 4.3 of Schedule 3 (Connectivity Services).

3.9 Where Professional Services are set out in an Order related to Software and/or Cloud Services, Schedule 5 (Professional Services) shall apply.

3.10 Vizst records information relating to the Customer's use of the Software and/or Cloud Services including volumes of usage, timings, call records, and other relevant information having regard to the Services. The Customer acknowledges and agrees that Vizst's data records shall, save in the case of demonstrable error, constitute proof of usage without further detail of any of Customer's activity relating to such usage.

4. CLOUD SERVICES

4.1 Cloud Services include the provision of hosting, as further specified in an Order, and may include infrastructure as a service, data storage, back-ups, disaster recovery, software as a service, or other cloud services, in accordance with the Service Description.

4.2 Managed Services include the provision of managed services, as further specified in an Order, and may include system or device monitoring, security, direct routing, managed telephony, or other managed services, in accordance with the Service Description.

4.3 Unless otherwise set out in an Order, Vizst will use reasonable endeavours to deliver Cloud Services 24 hours per day, 7 days per week, excluding any Scheduled Downtime, where "Scheduled Downtime" means any downtime scheduled to perform system maintenance, backup, upgrade, migration or other functions for the Connectivity Services, any other downtime incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Vizst has used reasonable endeavours to give the Customer notice in advance ("Emergency Maintenance").

4.4 Vizst may limit or temporarily suspend access to any or all Cloud Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Vizst will give Customer prior notice of such Scheduled Downtime during off-peak hours and Emergency Maintenance. Where Vizst suspends the Services in connection with this Agreement, such suspension periods for Scheduled Downtime and Emergency Maintenance shall not count towards any calculation of downtime.

4.5 Use of the Cloud Services by Customer, Customer's personnel or any other party authorised hereunder shall at no time exceed the total use rights granted in the Order. Where the Cloud Services enable the Customer to exceed the total use rights, Vizst shall invoice the Customer for such overuse in arrears in accordance with Vizst's then current rates, which may include an uplift not to exceed twenty-five percent (25%) to reflect the overuse.

4.6 Where Cloud Services include the provision of cloud telephony, the applicable provisions of Schedule 3 (Connectivity Services) shall also apply.

4.7 Managed Services may include the provision, for the duration of the Managed Services, of on-premise components and/or the installation of Software on endpoints.

4.8 Notwithstanding anything to the contrary of this Agreement, Vizst may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Services solely for Vizst and its Vizst's internal business purposes (including, but not limited to, improving the Services and creating new features) and such anonymised and aggregate data shall not be considered Customer Data.

SCHEDULE 3 – CONNECTIVITY SERVICES

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of Connectivity Services by Vizst to the Customer in addition to the Terms and Conditions.

2. OVERVIEW

2.1 Where set out in an Order, Connectivity Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

2.2 Connectivity Services include the provision of connectivity services, as further specified in an Order, and may include mobile telephony, wide area network, call routing, line rental, or other connectivity services, in accordance with the Service Description. Connectivity Services may be delivered in conjunction with Cloud Services.

2.3 Vizst will provide Support in relation to Connectivity Services, at the support level specified on an Order.

2.4 Unless otherwise set out in an Order, Vizst will use reasonable endeavours to deliver Connectivity Services 24 hours per day, 7 days per week, excluding any Scheduled Downtime, where "Scheduled Downtime" means any downtime scheduled to perform system maintenance, backup, upgrade, migration or other functions for the Connectivity Services, any other downtime incurred as a result of a Customer request and unscheduled maintenance performed outside Working Hours, provided that Vizst has used reasonable endeavours to give the Customer notice in advance ("Emergency Maintenance").

2.5 Additional Definitions:

2.5.1 PBX: Private Branch Exchange;

2.5.2 Service Schedule: schedule relating to Wide Area Network Services and/or Internet Services as stated in an Order;

2.5.3 SIP: Session Initial Protocol

2.5.4 WAN: Wide Area Network

3. GENERAL

3.1 Where set out in an Order, the Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

3.2 Due to the nature of telecommunications and connectivity, Vizst cannot guarantee a fault free service. Quality and availability of services may be affected by factors outside Vizst's control such as physical obstructions or faults in public or private telecommunications networks, or disruptions to the internet, or associated services in general.

3.3 The Customer acknowledges that the speed and availability of Connectivity Services may depend on a number of factors including, distance from the exchange or radio access network, local availability and line capability. Vizst shall have no liability to the Customer if the Customer's line does not produce a top speed of the maximum speed advertised. Customer further acknowledges that download speeds or other measurements will be highest at the point of delivery into the Customer Premises, and speeds may degrade depending on local area network configuration and/or the local environment.

3.4 The Customer acknowledges that set-up and installation services may require Customer to co-operate with one or more third parties over which Vizst has no control and that considerable time may be involved in such services. The Customer agrees to co-operate in full with all reasonable requests regarding set-up and installation.

3.5 The Customer shall obtain any relevant consents and approvals for the installation and use of any equipment with the Services. Vizst shall have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any laws or regulations or does not obtain such consents or approvals and if Vizst incurs any costs, either in connection with a liability to a person or in any other way, arising out of any such omission by the Customer then the Customer shall promptly reimburse such amounts to Vizst.

3.6 The Customer shall be responsible for the proper use of the Services in accordance with applicable law and undertakes: (a) where applicable, not to connect to and use the Connectivity Services other than by means of equipment approved for connection under the Telecommunications Act 1984 and amendments to it that may be made from time to time (the "Act") and to use the Services solely in accordance with the Act; and (b) not to contravene the Act, including any other relevant legislation, regulation or licence from time to time.

3.7 Where Vizst installs any hardware at Customer Premises as part of the Services, paragraph 3.8 of Schedule 1 (Equipment) shall apply.

3.8 Provided there is no material degradation in the Connectivity Services, Vizst may update or amend such Services from time-to-time, and Vizst may, upon reasonable notice, migrate the Customer to an alternative service which provides substantially similar functionality.

3.9 Vizst may limit or temporarily suspend access to any or all Connectivity Services for the purpose of Scheduled Downtime or Emergency Maintenance. Where reasonably possible, Vizst will give Customer prior notice of such Scheduled Downtime during off-peak hours or Emergency Maintenance. Where Vizst suspends the Services in connection with this Agreement, such suspension periods for Scheduled Downtime and Emergency Maintenance shall not count towards any calculation of downtime.

3.10 Where the Connectivity Services are suspended in accordance with clause 16, a re-connection charge may be payable by Customer.

3.11 Vizst records information relating to the Customer's use of the Connectivity Services including volumes of usage, timings, call records, and other relevant information having regard to the Services. The Customer acknowledges and agrees that Vizst's data records shall save in the case of demonstrable error constitute proof of usage without further detail of any of Customer's activity relating to such usage.

3.12 Vizst will commence delivery of the Connectivity Services from the Commencement Date. The Customer acknowledges there may be a lead-time between the Agreement Date and the Commencement Date. The Customer shall have 3 Working Days from the Commencement Date (the "Review Period") in which to notify Vizst of any material non-conformity of the Connectivity Services with the Agreement. In the event that the Customer has not served a notice of material nonconformity within the Review Period, the Connectivity Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period then Vizst shall remedy the applicable defect in the Connectivity Services as soon as reasonably possible and re-submit the applicable Connectivity Services to the Customer for further review. Vizst shall have the right, but not the obligation, to be present during the carrying out of any review of the Connectivity Services.

3.13 Routers. Where a router or modem is provided as part of Connectivity Services, the provisions of paragraph 3.8 of Schedule 1 shall apply, and particular attention is drawn to the potential charges associated with non-return of such Equipment.

4. TELEPHONY

4.1 Vizst may change any telephone numbers allocated to the Customer after giving reasonable notice to the Customer where such change is necessary in order for Vizst to comply with a law or regulation or for operational reasons.

4.2 Where the Customer uses any caller line identification ("CLI") functionality as part of the Connectivity Services, the Customer shall ensure:

- 4.2.1 the number requested for use as a presentation number ("PN") is either allocated to the Customer and the Customer does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Customer but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;
- 4.2.2 the PN connects when dialled;
- 4.2.3 the PN is not connecting to a revenue sharing number that generates excessive or unexpected call charges; and
- 4.2.4 any presentation of either PNs or network numbers ("NNs") complies in all respects with all regulatory requirements and guidelines in all territories and jurisdictions

globally and both PNs and NNs are generated in accordance with the relevant technical standards including but not limited to NICC Standard ND1016 and any subsequent revisions thereof.

4.3 The Customer agrees to indemnify and hold Vizst harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by Vizst as a result of any breach by the Customer or failure to comply with the provisions of paragraph 4.2.

4.4 Customer acknowledge that use of telephony services may be governed by various regulatory requirements and Customer warrants that:

- 4.4.1 it will comply with all laws and regulatory requirements in relation to the use of the Service;
- 4.4.2 obtain a licence under the PRS licence requirements where required for any audio that is used in conjunction with the Service, and Customer indemnifies Vizst against any claim arising from its use of Customer's own audio;
- 4.4.3 it will not play ringing sounds to a caller once the call has been connected without playing audio that lets the caller know the call has been connected and is being charged for; and
- 4.4.4 where Customer uses any dialler facility, Customer will comply with all Ofcom (or other non-UK regulator) regulations relating to dialler services.
- 4.5 In respect of cloud telephony, the Customer acknowledges that:
 - 4.5.1 the Services may not offer all the features, quality or resilience the Customer may expect from a conventional phone line;
 - 4.5.2 the Services may sometimes be limited, unavailable or disrupted due to events beyond Vizst's control e.g. power disruptions, failures or the quality of any connection;
 - 4.5.3 the bandwidth allocated to the cloud telephony service should only be used for making and receiving cloud telephony calls, and where the Customer shares the bandwidth for any other purpose, it is likely that the quality and availability of the cloud telephony services shall be materially reduced; and
 - 4.5.4 unless expressly set out in the Order, cloud telephony Services (VoIP) do not provide the facility to make 999, 112 (or any other) emergency service calls. Customer must ensure Customer has alternative facilities to make emergency calls and that end users are aware of how to make an emergency call. Vizst does not accept any liability for damages and claims arising from the (i) failure of an emergency call being made as the result of the Services not being available at the Customer's Premises, (ii) failure to identify the location from where the emergency call is made; or (iii) failure by Customer to comply with the relevant local and/or national regulations and/or guidance related to proving access to emergency organisations. Where emergency service calls are possible, these are dependent on mains power, internet connectivity, and the Customer providing the then-current location of the caller.

4.6 Directory Listings. If the Customer has any pre-existing telephone directory entries related to any telephone numbers prior to placing any Order with the Vizst which involves the porting or transfer of such number(s), then the Customer is advised that such directory entries will follow the porting of the Customer's number and continue to be billed to the Customer as and when it is billed by the directory entry provider to the Vizst. It is the Customer's responsibility to opt-out of any directory entries prior to porting and prior to the next publication of the relevant directory if the Customer no longer wishes to retain that directory listing.

4.7 Porting of telephone numbers, either in as part of an Order, or out as part of a cancellation or migration of Services, may incur additional porting fees, and will be charged at the then-current rate.

4.8 In relation to mobile telephony, as set out in an Order, Vizst may either:

4.8.1 introduce the Customer to mobile network operators ("MNO") and the Customer will enter into a separate airtime/data agreement with its chosen MNO, which shall be on the MNO's standard terms and conditions (the "MNO Agreement") (the "Indirect Mobile"); or

4.8.2 provide mobile network services to the Customer ("Direct Mobile").

4.9 In relation to Indirect Mobile, for as long as the Customer maintains Vizst as its appointed MNO dealer with the MNO, the Services that Vizst will make available to the Customer are:

4.9.1 management of the Customer's account in accordance with the MNO Agreement so that the Customer has an appropriate tariff from those available; and

4.9.2 support for the Customer's mobile service, including: (i) Liaising with the Mobile Network Operator (MNO) on the Customer's behalf to resolve network issues; and (ii) coordinating with equipment providers to address hardware problems.

4.10 All charges arising under the MNO Agreement are payable directly to the MNO pursuant to the terms of the MNO Agreement.

4.11 The MNO requires Vizst to inform the Customer, and the Customer agrees that:

4.11.1 all charges are calculated on the basis of payment by direct debit. Payment by other methods will incur an additional fee;

4.11.2 all price plans come with free online itemised billing as standard. Paper itemised billing can be requested and will be charged at the then-current rates;

4.11.3 all pricing and charges are subject to the addition of VAT at the then-applicable rate; and

4.11.4 all orders are payable in GBP sterling. The Customer acknowledges and agrees that Vizst are not the agent of the MNO and do not accept liability for any defective performance of the MNO.

5. WAN

5.1 WAN Services (which may also be referred to as 'Fibre', 'Internet Services', or 'Leased Line'), shall be provided in accordance with the applicable Service Description.

5.2 WAN Services are conditional on a satisfactory survey and, where applicable, agreement of a site wayleave by the site owner and/or any additional costs identified by the survey. Any of the foregoing may result in a change to the lead time between the Agreement Date and the Commencement Date. An Order for WAN Services may be cancelled by Vizst without liability to the Customer if the results of any survey are in Vizst's reasonable opinion unsatisfactory, the site wayleave is not agreed, or the Customer does not agree to pay any applicable additional costs.

6. EARLY TERMINATION FEES

6.1 Early Termination Fees are calculated as follows:

- 6.1.1 line rental: any set-up costs that Vizst may have incurred in relation to installation and/or commencement of this Service, including but not limited to engineering, installation, site preparation and the cost of diallers, and all lost revenues that Vizst will suffer due to early termination of this Agreement, such calculation of revenues being based on the Customer's average call billing levels and agreed line rental charges invoiced to the Customer from the Agreement Date together with an administration fee calculated at 5% of such amount;
- 6.1.2 call routing: when line rental Services are initially priced, a discount is built into the charges for customers who choose to also route all their calls with Vizst. As a consequence, should call routing be cancelled for any reason then the ongoing line rental charges will be increased by 20% to reflect the actual costs Vizst has and will incur in providing the Services and also in monitoring and managing faults on another carrier's network;
- 6.1.3 mobile: in the event that the Customer wishes to terminate the MNO Agreement or request a change in dealer authority prior to expiry of the minimum term of the MNO Agreement then the Customer shall reimburse Vizst on a pro-rata basis for the unexpired portion of such minimum term for any account credits, Equipment Funds or discounts provided by Vizst to the Customer in connection with this Agreement. This includes the cost of any Equipment previously purchased by Vizst for supply to the Customer on a 'free of charge' basis;
- 6.1.4 SIP: 100% of the Fees that would have been payable up to the expiry of the Term;
- 6.1.5 Cloud Telephony: 100% of the Fees that would have been payable up to the expiry of the Term;
- 6.1.6 WAN: 100% of the Fees that would have been payable up to the expiry of the Term.

7. ADDITIONAL CHARGES

7.1 in relation to telephony:

- 7.1.1 call usage charges will be at Vizst's then current list price. Monthly charges for line rentals (when and where applicable) will be as set out in an Order.
- 7.1.2 the prices offered to, and agreed by the Customer, and any variations thereof agreed during the term of this Agreement are set by Vizst on the basis that all, or the substantial part of the Customer's calls are routed via Vizst during the Term. Failure by the Customer to pass all, or the substantial part of, their calls via Vizst will be a material breach of this Agreement; and
- 7.1.3 during the Term, Fee reductions may be offered by Vizst to the Customer from time to time at its sole discretion. Such reductions are based on call volume levels remaining consistent. Thus, the acceptance by the Customer of new tariffs under this Agreement shall automatically commit the Customer to a further contractual minimum duration of 12 months from the date of such change in call tariff.

8. UNAUTHORISED USE

8.1 Vizst does not warrant or represent that any Connectivity Services are immune from fraudulent intrusion or unauthorised use and accordingly Vizst will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby. Vizst shall not be liable for any loss, damage or expense suffered by the Customer in the event of telephone fraud, system hacking or any other type of abuse of the system, software or equipment experienced by the Customer, howsoever this may occur, and whether perpetrated by the Customer's staff or other third parties.

8.2 The Customer shall be responsible for all charges incurred in connection with any use of the Services, whether or not it has authorised such use, and for ensuring that the Services are not used for the sending of any defamatory, offensive, abusive, fraudulent, obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality). If Vizst incurs any losses or costs, either in connection with liability to a person or in any other way, arising out of any such use then the Customer shall promptly reimburse such amounts to Vizst on a full indemnity basis.

8.3 Where the Services expressly include a telephone fraud services add-on, the benefits and limitations of that service shall be as set out in the applicable Service Description.

9. CUSTOMER EQUIPMENT CONNECTED TO THE SERVICE

9.1 Save as set out in the Scope of Work, the Customer will be responsible for connecting handsets to the Service following the procedures set out in the Product Handbook.

9.2 The Customer agrees that if it connects any equipment to the Service that is not on the list of approved equipment, the performance of the Service may be impacted. Vizst will not be liable for any faults that, in its reasonable opinion, are attributable to unapproved equipment, and the Customer will be liable for the costs associated with the correction of such faults.

9.3 Save as set out in the Scope of Work, the Customer will ensure it has adequate and correctly configured routers and switches and sufficient bandwidth to enable use of the Service. Vizst will not be liable for any faults that, in its reasonable opinion, are attributable to inappropriate or incorrectly configured Customer Equipment including switches and routers, unless they are supported under contract by Vizst, and the Customer will be liable for the costs associated with the correction of such faults.

9.4 The Customer will be responsible for deployment of Customer Equipment unless otherwise stated in the Scope of Work.

10. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

10.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with the Services will at all times remain the property of Vizst or its suppliers and will be non-transferable. All the Customer's rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the relevant Service.

10.2 Vizst cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and Vizst has no liability for any failure in the Domain Name registration, transfer or renewal process.

10.3 The Customer warrants that it is the owner of or is authorised by the owner of the trademark or name that it wishes to use as a Domain Name.

10.4 The Customer is responsible for all fees associated with registration and maintenance of its Domain Name and will reimburse Vizst for any and all fees paid by Vizst to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

10.5 Telephone numbers made available with the Cloud Service will at all times remain the property of Vizst and its subcontractors and will be non-transferable. and the Customer's rights to use telephone numbers will cease on termination or expiration of the Service.

SCHEDULE 4 – MANAGED SERVICES AND SUPPORT

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of Support by Vizst to the Customer in addition to the Terms and Conditions.

2. CLOUD SERVICES, MANAGED SERVICES AND SUPPORT

2.1 Where set out in an Order, Support may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

2.2 Support is provided at the support level specified on an Order, and as further particularised in the applicable Service Description.

2.3 During any Term, Customer designated employees shall have access to Vizst technical support through Vizst's standard telephone, email and/or web support services during the support hours applicable to the specific Services subscribed to by Customer. The contact information for Vizst's technical support personnel, support hours applicable to the Services, and error type classifications and response times can be found at <https://vizst.itclientportal.com/>. Each Customer request in accordance with this Schedule shall be considered a "Support Request".

2.4 Where set out in an Order, Support may include scenarios where Vizst attends Customer Premises, and where applicable, if as part of a Support Request, Customer requests Vizst attend Customer Premises, but following such visit Vizst finds that no such on-site Services were required or no fault has been found, the Customer agrees that, if requested, it will pay Vizst's reasonable charges for responding to such request.

3. VIZST SERVICE DESK

3.1 The Vizst Service Desk provides support to the customer in line with the SLA set out in the Order. Incidents can be logged via the Customer Portal, Email or Telephone. The service desk is structured as follows:

3.2 First Line Support and Incident Management:

3.2.1 The First Line team are responsible for taking and logging Incidents and to provide an in-depth triage service. They will then pass the Incident to the relevant Resolver Group; the team also proactively manage the Resolver Groups to ensure optimum restoration times. Major Incidents (P1, P2) will be assigned a Major Incident Manager

to act as a single point of contact for the Customer and to manage all parties involved in the restoration of service.

3.3 Second Line Support:

3.3.1 Second Line are the Resolver Groups for Incidents of all Priority Levels and will actively work with the Customer and the Software Provider to resolve Incidents as quickly as possible. They are also responsible for carrying out proactive maintenance and monitoring services to ensure events are resolved before they become Incidents. This team also provides onsite support services and part replacement where deemed necessary.

3.4 Third Line Support:

3.4.1 Third Line offer support to the Second Line Resolver Groups and will manage manufacturer escalations. Third Line work closely with the management team to ensure Incident trends are monitored to ensure optimum solution uptime is achieved.

3.5 Where set out in the Order Vizst will provide a Service Delivery Manager to the Customer. The Service Delivery Manager provides proactive management of the service and provides analytical data to measure service performance. The Service Delivery Manager is an escalation point for the customer and will work to ensure the service continually develops and improves throughout the Term.

3.6 Escalation Management:

3.6.1 The Service Desk Team Leaders, Managers and ultimately the Operations Director provide an escalation point for the Service Desk and the Customer. The Management team provide support to the team and will look to proactively manage the service to ensure restoration times perform in line with the defined SLA as set out in the Order and ensure preventive measures are carried out to avoid incidents.

3.7 The Customer Portal gives the Customer access to log Incidents and check for progress on Incidents via a web browser: <https://vizst.itclientportal.com/>.

4. SERVICE MANAGEMENT BOUNDARY

4.1 Vizst will provide and manage the Managed Services up to and including the Vizst provided access Circuits and associated termination hardware ("Service Management Boundary"). The Service Management Boundary is set out in the Service Definition Document, The Statement of Works and/or the Order.

4.2 Vizst will have no responsibility for the Services outside the Service Management Boundary.

4.3 Customer specific physical and logical access circuits not provided by Vizst will be outside the Service Management Boundary. In this instance, the Service Management Boundary will be the physical interface between the Vizst network, and the Customer provided circuits.

5. NOTIFICATION OF INCIDENTS

5.1 Vizst will only be responsible for rectifying faults that lie within the Service Management Boundary and will not be responsible for rectifying faults with the Customer's network, third party software or Customer Equipment unless supplied by Vizst under the Order.

5.2 Where the Customer becomes aware of an Incident and reasonably believes that the Incident relates to the Managed Service:

5.3 the Customer Contact or Customer's internal helpdesk will report it to Vizst;

5.3.1 Vizst will give the Customer a unique reference number for the Incident

5.3.2 Vizst will inform the Customer when it believes the Incident is cleared.

5.3.3 Vizst will pause the timing measurements for the SLA in the event that the Customer is required to provide further information regarding the Incident.

5.4 Vizst will close the Incident when:

5.4.1 the Customer confirms that the Incident is resolved within 24 hours of being informed;
or

5.4.2 Vizst has attempted unsuccessfully to contact the Customer, in the manner agreed between the Customer and Vizst, in relation to the Incident and the Customer has not responded within 24 hours of Vizst's attempt to contact.

5.5 If the Customer advised Vizst that the Incident is not resolved within 24 hours of being informed that the Incident has been cleared, the Incident will remain open, and Vizst will continue to endeavour to resolve the Incident and, where appropriate, Availability downtime will continue to be measured by Vizst, until the Incident is closed in accordance with paragraph 8.4

6. PRE-PAID TIME BANK CREDITS

6.1 Where Customer purchases pre-paid time bank credits in an Order for support services which are out of scope of standard Support ("Support Credits"), whereby Customer may call-off these Support Credits during a defined period, which may be monthly, quarterly, annually, or such other period set out in the Order.

6.2 Unless otherwise set out in the Order, Support Credits:

6.2.1 are redeemable in minimum bookings of 1 hour;

6.2.2 are valid for 12 months;

6.2.3 are subject to allocation and availability of Vizst resources;

- 6.2.4 performed outside a Working Day (excluding Sundays and Bank Holidays) are consumed at a rate of 150% of the normal rate, and a rate of 200% of the normal rate for Sundays and Bank Holidays;
- 6.2.5 are based on actual time spent, rounded up to a whole hour; and
- 6.2.6 are only redeemable for such scope as set out in the Order.

6.3 Any unused Support Credits for that period shall expire and not roll-over or accrue for subsequent periods, and Customer shall not be entitled to any refunds, credits or rebates in respect of unused Support Credits.

Where Customer exceeds the quantity of Support Credits during the period, Vizst will invoice the Customer in accordance with Vizst's then-current rates.

7. MANUFACTURER SUPPORT

7.1 Where defined on the Order, Vizst will escalate incidents to Software and Hardware manufacturers and manage incidents through to resolution.

8. PARTS REPLACEMENT

8.1 Where defined in the Order Vizst will replace faulty Equipment,

8.2 Vizst may supply reconditioned replacement parts where, in the opinion of Vizst, any parts of the Equipment require replacement. Once such replacement parts have been installed, those parts shall become the property of the Customer.

8.3 Any parts replaced by Vizst shall upon removal become the property of Vizst and the Customer warrants that Vizst shall have free and unencumbered title to the same.

8.4 Where the Customers, and as defined in the Order, opts to provide First Line and/or Second line support, Vizst will ship parts to site for replacement by the Customer under remote support from the Vizst service desk.

8.5 Where Vizst is not able to reasonably source replacement Equipment, Vizst shall be under no responsibility to replace the same.

9. PERFORMANCE MANAGEMENT

9.1 The Customer should refer to the [Service Definitions for Managed Services](#) for details of the Vizst Service Desk Priorities (including further priority classifications) and the Key Performance Indicators (target Response Times and target Resolution Times) which are applicable.

10. SCHEDULED AND UNSCHEDULED OUTAGES

10.1 For the purpose of updating facilities, and Planned Maintenance, scheduled downtime may occur from time to time. Vizst:

- 10.1.1 will use its reasonable endeavours to provide the Customer with advance notice of any scheduled downtime;
- 10.1.2 will use its reasonable endeavours to keep all scheduled downtime to the quietest time on the Service;
- 10.1.3 may occasionally suspend the Services for operational reasons (such as maintenance or service upgrades) or because of an Emergency, but before doing so will give the Customer as much notice as reasonably possible and whenever practicable will agree with the Customer, when the Services will be suspended.

11. MANAGED SERVICE OPTIONS

11.1 In addition to the Service Levels provided by your chosen level of vendor support, our managed services offering, comes with their own service level. These are detailed below.

Note that service levels only apply to those services within our direct control and agreed supported infrastructure, as detailed in your contract with us. Service levels do not apply where a 3rd party or support vendor requires involvement, and their own SLA comes into effect. Additionally, infrastructure not included in our managed service is not supported unless by direct agreement and falls outside of the managed service level agreement.

The Services are underpinned by the creation of recurring tasks within the Customer Portal which are scheduled on a weekly/monthly/quarterly/annual basis, and which follow Vizst's standard Incident management, escalation, and Change Control procedures.

These recurring tasks will be automatically generated and assigned to a Vizst engineer. The engineer will run through each task, making sure that all jobs have been executed and recorded within the task ticket.

11.1.1 MSP Service

The typical operational tasks Vizst complete are covered as follows:

- Proactive system maintenance
- Proactive patching of Microsoft Windows Operating systems

11.1.2 MNSP Service

The Service tiers available are:

- Aware - This is the base-level service which includes our centralised up/down status monitoring, alerting and incident handling. Pro-active

information communicated back to the customer for handling within customers' own teams.

- Core - This builds on the Standard Service offering and includes proactive support of Customer's Active Infrastructure network components.
- Apply - in addition to the features in the Aware and Core Service offerings, Apply Customers benefit from access to a dedicated Service Delivery Manager.

The typical operational tasks Vizst complete are covered as follows:

- Proactive system maintenance
- Manage and maintain network monitoring
- Network performance and system analytics

11.2 SUPPORT HOURS

11.2.1 Vizst can provide the service to cover the hours laid out below and the selected option specified in the Order:

8x5 support, weekdays covering business hours of 8:30am – 5:30pm Monday to Friday (ex UK public holidays).

8x7 support: weekdays covering business hours of 8:30am – 5:30pm Monday to Friday. On-call engineer utilised for 8:30am-5:30pm Saturday/Sunday and public holiday on call engineer will be available critical P1/P2 service issues.

24x7 support: 7 days per week support, 8:30am – 5:30pm Monday to Friday, and between the hours from 5:30pm to 8:30am Monday/Friday, and all-day Sat/Sun/Public Holidays on call engineer will be available critical P1/P2 service issues.

12. EXCLUSIONS

12.1 The Managed Services do not include services required:

- 12.1.1 as a result of damage to the Equipment caused by the Customer, its employees, its subcontractors or any other person.
- 12.1.2 to be performed outside of Support Hours;
- 12.1.3 where there is no fault with the Equipment, or any fault cannot be replicated;
- 12.1.4 due to the Equipment not being used in accordance with its manufacturer's published instructions;

- 12.1.5 due to the use of parts or supplies not approved by Vizst or the Equipment's manufacturer
- 12.1.6 due to the alteration, modification or repair of the Equipment by a party other than Vizst and its authorised representatives;
- 12.1.7 where the Customer has not carried out procedures or services, recommended by Vizst, to the Equipment;
- 12.1.8 as a result of any physical damage to the Equipment other than through fair wear and tear;
- 12.1.9 relating to any software which is a version no longer supported by the manufacturer or to which the manufacturer charges additional fees for support of the same.

12.2 Vizst shall, following a request for support by the Customer, be entitled to charge the Customer the Additional Charges where Vizst provides Managed Services in respect of the same.

13. FAIR USAGE POLICY

13.1 Vizst's fair usage policy is designed so that customers should be able to use the service in an appropriate manner to meet their needs.

A very small number of customers use an excessive amount of resource at peak times, to the extent that it can impair the service of others. Vizst's fair usage policy is designed so that Vizst are able provide the most effective service to all customers purchasing a shared service desk support agreement.

The fair usage policy will identify the very small number of very heavy users. Vizst will communicate with these users to try and establish what is driving their specific high usage and how individual usage patterns, specific applications and habits can be modified to the benefit of all. In extreme cases, Vizst may be required to apply management techniques to reduce the impact the heavy users have of the service delivery of others.

13.2 The fair usage policy will adversely impact less than 1% of customers.

Customers requesting support that averages more than 0.5 hours of support per user per month over a 2 month period are likely to be impacted by the fair usage policy. A customer that has more than 80% of users, utilising the service consistently around out of scope support are likely to be impacted by the fair usage policy. If you call Vizst's help desk to answer issues where a problem is completely stopping you from working, it is unlikely you will ever be affected by this fair usage policy where Vizst fully manage and support the underlying IT infrastructure (excluding third party cloud services).

The support service fair usage covers a maximum time allowance per ticket. The total time allowance on a support ticket will be 50% of the allowed hours within a given month based on 0.5 hours per user within the contract.

Where an infrastructure only contract (no users) exists then the calculation will be based on: monthly support contract value / 100 = number of hours available within the fair usage allowance for the support service. Fair usage policy does not apply to a support agreement with a pre-agreed maximum set number of hours.

13.3 If you are affected, Vizst will contact the key contact of your account by telephone or by email to inform them that your usage is excessive and is affecting other customers. The contact details we use will be those that you currently have registered for use of a Vizst service. Vizst will suggest steps to reduce the usage during the current period and for future periods. If continued excessive support is required in a second month then Vizst reserves the right to charge the current hourly rate for support above the calculation of hours based on 0.5 hours per user supported. For example, if the customer has 50 staff and exceeds 25 hours of support then Vizst Technology will charge per hour above that usage at the current hourly rate.

14. THE END OF SERVICE

14.1 On termination of the Order, the Customer will in accordance with Vizst's instructions:

- 14.1.1 Return and/or destroy any Manufacturer Software that does not carry a Perpetual License provided under the Order that has been installed or downloaded at the Customer's premises on any of devices, or otherwise made available or accessible by the Customer, and
- 14.1.2 Provide Vizst with certified compliance by an authorised representative of the Customer that the requirements set out in paragraph 14.1.1 have been met.
- 14.1.3 Return any devices used to deliver the Service which are not owned by the Customer. Any devices not returned will be charged for at the current manufacturers recommended retail price.
- 14.1.4 Where necessary, enable Vizst to default system administrator passwords.

15. SERVICE LEVEL AGREEMENTS

Priority Level		Target Incident Response Time	Target Resolution Time
P1	Total Loss of Service: Critical Business Impact An interruption making a critical function inaccessible or a complete network interruption causing a severe impact on service availability.	30 mins	2 hours

	No possible alternative, resulting in a complete loss of service or functionality affecting multiple users, or sites. Unavailability of one or more business applications at one or more locations, that has a major impact on the Company's business activities.		
P2	Major Service Degradation: Severe Business Impact Critical functionality or network access is interrupted, degraded or unusable, having a severe impact on service availability. Major Service Degradation resulting in a partial loss of service where major functionality is severely affected or restricted, or complete or partial unavailability of one or more business applications at one or more locations.	1 hour	4 hours
P3	Minor Faults: Inconvenient Business Impact Fault with a non-critical function or procedure, but with no direct impact on service availability. The incident affects a single user where an immediate workaround is not available and there is a non-critical impact to Company's business activities incurring a moderate loss or degradation to services. Work can reasonably continue in an impaired manner.	2 hours	16 hours
P4	Service Request A formal request for something new to be provided. Example – New accounts, New hardware, configuration changes.	4 hours	24 hours

16. THIRD PARTY RESPONSE TIMES

16.1 Where the Services are delivered by a 3rd Party Supplier to Vizst different Response Times may be relevant.

SCHEDULE 5 – PROFESSIONAL SERVICES

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of Professional Services by Vizst to the Customer in addition to the Terms and Conditions.

2. SCOPE OF SERVICES

2.1 Vizst is committed to ensuring efficient resource allocation and project delivery to achieve timely and high-quality outcomes. In the event of unavoidable delays, Vizst will work collaboratively with the Customer to minimize disruption and maintain service excellence.

2.2 Where set out in an Order, Professional Services may be made available to any Affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its Affiliates.

2.3 Where set out in an Order, Professional Services shall include the provision of suitably trained personnel to provide services, in each case as may be specified in a Scope of Work attached to and forming part of the Order.

3. SERVICE DELIVERY AND CUSTOMER OBLIGATIONS

3.1 Professional Services scheduling is dependent upon the allocation and availability of Vizst resources.

3.2 All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person.

3.3 Professional Services will be performed remotely wherever it is reasonable and practicable to do so. The Customer agrees to afford all reasonable co-operation and facilities to enable such remote performance at the Customer's own cost.

3.4 Where Professional Services are performed at Customer Premises, the Customer agrees to afford Vizst prompt, full and safe access with adequate working space and such other facilities as Vizst may reasonably require and will ensure and be responsible for the health and safety of Vizst personnel. The Customer shall ensure they have adequate insurance in place to cover any reasonable loss of property by or injury to Vizst personnel whilst they are at Customer Premises in accordance with this Agreement. The Customer agrees to inform Vizst personnel of any applicable health and safety or other policies relevant to Customer Premises.

3.5 Vizst will use reasonable endeavours to provide or procure the provision of the Professional Services detailed in the Order during Working Hours. The Customer agrees to pay Vizst additional

charges at Vizst's then-current rates for Professional Services performed outside Working Hours and Vizst will use reasonable efforts to seek the Customer's agreement to such charges in advance.

3.6 The Customer is responsible for ensuring it has fully reviewed the Scope of Work prior to placing the Order and that the Scope of Work meets the Customer's requirements.

3.7 Any Professional Services provided hereunder are subject to

3.7.1 Customer's performance of any obligations in this Agreement and the Scope of Work, and

3.7.2 where applicable, the terms of a mutually agreeable implementation plan.

4. RESCHEDULING AND CANCELLATION

4.1 Vizst may apply rescheduling or cancellation fees to reflect the costs incurred and efforts required to manage changes effectively. These include:

4.1.1 **Project Cancellation:** If the Customer elects to cancel a project, the 30% advance payment made at the commencement of the project will be retained by Vizst to cover the costs of initial resource allocation, planning, and other preparatory activities.

4.1.2 **Customer-Initiated Delays:** In instances where the Customer delays a milestone or project, applicable charges will be determined based on the size of the milestone and the notice period provided. The following table outlines these charges to ensure transparency and fairness:

		Number of Professional Service days within milestone		
		1-5 days	6-20 days	21+ days
Notice given prior to initial booked date (business days)	Up to 3 days	15%	25%	50%
	4-5 days	10%	15%	25%
	6-10 days	N/A	10%	15%
	11-19 days	N/A	N/A	10%
	20+ days	N/A	N/A	N/A

4.1.3 In the event a project is delayed and subsequently cancelled, both cancellation (4.1.1) and delay (4.1.2) charges will apply. These charges will be combined and invoiced together.

These charges are intended to reflect costs incurred by Vizst in managing project schedules and ensuring resource availability.

5. ACCEPTANCE AND LIABILITIES

5.1 Once the Professional Services has, in the opinion of Vizst, successfully passed its installation tests (where applicable) the Professional Services shall be deemed accepted by the Customer.

5.2 Save as set out in clause 15, Vizst shall have no liability for any claim resulting from Professional Services performed in accordance with the Customer's specific instructions.

SCHEDULE 6 – BLOCK HOUR IT CONTRACTS

1. BASIS OF THE SCHEDULE

1.1 This Schedule details the specific terms and conditions that apply to the provision of block hour IT contract services by Vizst to the Customer in addition to the Terms and Conditions.

2. BLOCK HOUR IT CONTRACT

2.1 The Service Provider will render IT services to the Customer as requested. Services outside of the existing support contract and may include, but are not limited to installation, support, maintenance, and consulting.

3. BLOCK HOUR PURCHASING

3.1 Block hours are sold in predefined increments (e.g., 40, 80, 120 hours) and may be used for IT services provided by Vizst.

3.2 Hours are prepaid and unused time expires after 12 months from the date of purchase or when the total time purchased has been consumed.

3.3 The Customer can opt-in to auto-renewal of Block Hours Agreements based on the previous purchased amount however this is not enabled by default.

4. RATE STRUCTURE

4.1 The Customer acknowledges that rates vary depending on the type of services provided and the level of expertise required:

4.1.1 Rate Multipliers for Engineering Levels:

Tier 1 Engineering (e.g., Basic engineering and project administration): Standard rate.

Tier 2 Engineering (e.g., Advanced engineering and Project Management): 1.5x the standard rate.

Tier 3 Engineering (e.g., Technical Architect, specialised consulting): 2x the standard rate.

5. DYNAMIC PRICING

5.1 During non-peak periods, Vizst may offer a reduced rate at its discretion. This dynamic pricing will be communicated to the Customer in advance and is subject to availability.

5.2 Reduced rates during quiet periods will not impact previously agreed-upon rates for block hour purchases.

6. USE OF HOURS

6.1 The Customer will be billed in increments of 15 minutes for time used.

6.2 Any unused hours at the end of the contract cannot be carried forwards.

6.3 Should the Customer exhaust their purchased block hours, additional time will be billed at Vizst's current hourly rates unless another block hour purchase is made. The Customer will need to provide written confirmation or a purchase order to accept commercials for either the hourly rate or a top-up of the block hours with an Account Manager before work can continue.

7. SCHEDULING OF SERVICES

7.1 Services are provided during normal business hours 08:30 – 17:30. Work outside these hours, including weekends and holidays, may incur additional fees or surcharges and is subject to agreement in advance from the Service Provider.

7.2 For critical support outside normal business hours, Vizst may use the Block Hours for after-hours emergency support where the existing support contract doesn't include out of hours emergency support. This service is available at Vizst's discretion.

8. ADDITIONAL FEES

8.1 Vizst reserves the right to charge for travel expenses. These will be made clear and agreed before any engagement of work under Block Hours.

8.2 Any hardware, software, or third-party services required for the completion of tasks will be billed separately and are not included in the block hour pricing.

8.3 Pre-purchased Block Hours cannot be offset against the cost of purchasing hardware, software, or third-party services.

8.4 Block Hours can only be used for the delivery of services by Vizst employees. Where a third-party contractor or specialist consultant needs to be engaged for works then a separate quotation for that time will be created and sent to the Customer.

9. TERMINATION

Your *trusted*
technology partner



9.1 In the event of early termination, any unused prepaid hours will not be refunded to the Customer.

GENERAL TERMS AND CONDITIONS¹ (online)

These General Terms and Conditions (the “**General Terms**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and the customer identified on an order form (“**Customer**”) and governs any order forms, quotes, statements of work (“**SOW**”), or other similarly intended ordering document (however named) executed or accepted by Customer (each an “**Order Form**”) that reference this Agreement or pertains to purchase of an Arctic Wolf subscription, product, or service (collectively, “**Product**” or “**Products**”). The Order Form may be issued to Customer by Arctic Wolf or an authorized resale partner, as applicable (“**Authorized Partner**”). These General Terms are effective on the date (the “**Effective Date**”) Customer executes an Order Form, accepts an Order Form by submitting a matching purchase order to Arctic Wolf or to the Authorized Partner, as applicable, or otherwise accepts delivery or receives the benefit of the Products. This Agreement governs Customer’s purchase, receipt, or use of the Products, as identified on an Order Form, and sets forth the terms and conditions under which those Products will be delivered. Products are subject to additional terms and conditions (“**Supplemental Product Terms**” and also referred to as “**Product Agreement**”) which are provided at <https://arcticwolf.com/terms/>. Any applicable Supplemental Product Terms, the Data Processing Addendum as set out in Section 7.2 below (as applicable), the Business Associate Addendum as set out in Section 13.9 below (as applicable), any Order Forms pertaining to the Product, together with the Privacy Notice and Acceptable Use URL terms (collectively the Privacy Notice and Acceptable Use Policy, “**URL Terms**”) are each incorporated into these General Terms and form the agreement (hereinafter referred to as this “**Agreement**”). If there are conflicting terms, the order of precedence shall be as follows: (i) the applicable Supplemental Product Terms, (ii) these General Terms, and (iii) the URL Terms. If there is any conflict between these General Terms and the Data Processing Addendum or the Business Associate Addendum, the Data Processing Addendum and Business Associate Addendum shall prevail. For the avoidance of doubt, any other terms referenced by URL herein (but excluding the URL Terms) shall solely govern the products and services described therein. Capitalized terms have the meaning assigned to them in these General Terms, except as otherwise provided herein. Unless otherwise prohibited by the terms of any existing agreement Customer may have with Arctic Wolf for the Product(s), this Agreement shall apply to Customer’s use and Arctic Wolf’s delivery of the applicable Products to which Customer has subscribed or purchased in accordance with the “**Updates**” terms set forth in such existing agreement.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, AN ORDER FORM, DELIVERING A PURCHASE ORDER OR OTHER CONFIRMATION TO ARCTIC WOLF OR THE AUTHORIZED PARTNER DOCUMENTING ACCEPTANCE OF AN ORDER FORM, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE PRODUCTS, OR CLICKING AN “I ACCEPT” OR “CONTINUE” BUTTON ASSOCIATED WITH THIS AGREEMENT AND/OR THE SUPPLEMENTAL PRODUCT TERMS, 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 THE AGREEMENT AND ACCEPTS THE OFFER TO PURCHASE OR SUBSCRIBE TO THE PRODUCTS, AS APPLICABLE, PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THE AGREEMENT ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THE AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THE AGREEMENT, DO NOT ACCEPT THE ORDER FORM, ISSUE A PURCHASE ORDER OR OTHER CONFIRMATION, OR OTHERWISE USE THE PRODUCTS.

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

1. Scope.

1.1 Products. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific Products as specified in the applicable Order Form. For purposes of this Agreement, “**Affiliate**” means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party.

A Product will be comprised of the Components, if applicable, as delineated and defined in the applicable Supplemental Product Terms which may be updated from time-to-time by Arctic Wolf in its sole discretion in accordance with Section 12 as needed to accommodate development, implementation, and deployment of new features and functionality and Customer’s use and licensing thereof. Any data provided by Customer to Arctic Wolf necessary for the delivery of the Products will be set forth herein and in the Supplemental Product Terms (the “**Data**”) and used in accordance with the terms of this Agreement and Arctic Wolf’s Privacy Notice located at <https://arcticwolf.com/terms/privacy-notice-for-customers/> (the “**Privacy Notice**”). In the delivery of all Products, the Data will include Points of Contact Information. “**Point of Contact Information**” means information collected by Arctic Wolf about Customer’s permitted users of the Products, including Administrators, during various phases of Products 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, address, and organization hierarchy. For the avoidance of doubt and to the extent any executed General Terms apply, any technical controls pertaining to the Data described therein are specific to and apply only to Products to which such technical controls were intended to cover.

1.2 License Grant. Provided Customer is compliant with the terms of this Agreement, including payment of all applicable fees, Arctic Wolf grants to Customer a personal, revocable, non-exclusive, non-transferable license to internally install, access and/or use the Products identified on an Order Form. Additional license grants specific to the applicable Products may be set forth in the Supplemental Product Terms.

¹ These General Terms are formerly known as the Solutions Agreement.

1.3 Use Rights. To the extent Customer has purchased or subscribed to a specific Product, Customer may access and use the Products, including any Components identified within the Supplemental Product Terms, and any Documentation associated therewith, solely for its own and its Affiliates' internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, endpoint, or such other licensing metric designated in the applicable Order Form, and the Supplemental Product Terms. "**Documentation**" means user manuals, training materials, Product Descriptions (as defined in the Supplemental Product Terms), specifications, and other printed information relating to the applicable Product, as in effect and made generally available from Arctic Wolf at <https://docs.arcticwolf.com/> but expressly excluding marketing and sales collateral and materials.

1.4 Future Functionality. Subject to the warranties set forth in Section 9, Customer agrees that it has not relied on the promise of availability of any future functionality of the Products or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Products, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.5 Modifications by Authorized Partner. Customer understands and agrees that any Authorized Partner may not modify this Agreement, except in the event specifically and expressly stated within this Agreement, or make any commitments related to the delivery or performance of the Products on Arctic Wolf's behalf and any proposals, marketing collateral, or other similar Product descriptions provided by the Authorized Partner shall not apply.

1.6 Beta Products.

1.6.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("**Beta Products**"). Customer may accept or decline any such trial in its sole discretion. Any Beta Products will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.6.2 Restrictions and Disclaimers. Beta Products are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable U.S. and foreign consumer protection laws, Beta Products are not considered Products hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA PRODUCTS. Arctic Wolf may discontinue the Beta Products at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Products will be made generally available.

1.6.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA PRODUCTS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA PRODUCTS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA PRODUCTS.

1.6.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA PRODUCTS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED FIFTY DOLLARS (\$50) USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA PRODUCTS.

1.6.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Products may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Products may not be available or reliable, and (c) Beta Products may not be subject to the same security or audits as the Products.

1.7 Security Operations Warranty. If Customer's Order Form includes the Arctic Wolf Security Warranty (the "**Service Warranty**"), upon finalization of the Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party warranty provider. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY, RECEIVE AN ENROLLMENT CONFIRMATION EMAIL, AND AGREE TO THE SUBSCRIBER TERMS LOCATED AT <https://arcticwolf.com/terms/subscriber-terms/> (the "**Subscriber Terms**") TO RECEIVE THE SERVICE WARRANTY BENEFIT. Execution or acceptance of the Order Form or this Agreement DOES NOT constitute enrollment in the Service Warranty.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) identified by the parties and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment may be included as part of the subscription to certain Products, as defined within the Supplemental Product Terms, for use by Customer during the applicable Term or Subscription Term. If Customer attempts to install or use the Equipment at a location other than the locations determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Products may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer understands it must promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other ancillary costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and, unless otherwise agreed, for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Ownership.

3.1 Arctic Wolf Technology. Arctic Wolf owns or has the right to license Arctic Wolf Technology. "**Arctic Wolf Technology**" means the Products and Documentation and any such other Arctic Wolf Technology set forth in the Supplemental Product Terms. Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology (excluding any rights, title, and interest in any Third Party Products (as defined in Section 9.5 below) which shall be retained by its third party licensor(s)), Threat Intelligence Data (as defined in Section 3.2), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Products, excluding any Professional Services, are licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) Customer has no right to obtain source code related to the Software Components included in any Products offered as an on-line, hosted Product. Customer shall not use any Arctic Wolf Technology to contest the validity of any Arctic Wolf intellectual property. Any such use of Arctic Wolf Technology constitutes a material, non-curable breach of this Agreement.

3.2 Threat Intelligence Data. "**Threat Intelligence Data**" is created by Arctic Wolf and is derived from the 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 these General Terms, or (ii) is collected or discovered during the course of Arctic Wolf providing Products, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

3.3 Data. As between the parties, Customer shall retain all right, title, and interest (including any and all intellectual property rights) in and to the Data (excluding any Arctic Wolf Technology used with the Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Data to the extent necessary to provide the Products to Customer in accordance with these General Terms.

4. Restrictions, Responsibilities, and Prohibited Use.

4.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy (except to the extent reasonably necessary for back up purposes), or create derivative works of the Arctic Wolf Technology 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 the Products, 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 Products or the data and information contained therein or block or disrupt any use or enjoyment of the Products by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) use the Product in connection with a service bureau offering or as a service provider whereby Customer operates or uses the Products deployed within its end user environments for the benefit of any unrelated third party (excluding use with Customer's Affiliates, but including any end user or customer of Customer); (vii) use the Products to monitor or scan any environments for which Customer has not received consent; (viii) include material or information in the Arctic Wolf Technology 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; (ix) challenge the title or any other rights of Arctic Wolf in or to the Arctic Wolf Technology or any parts, derivatives or variations thereof; (x) contest the validity of the copyrights or other proprietary interests in or to Arctic Wolf Technology; (xi) claim any right, title or interest in or to the Arctic Wolf Technology or any parts, derivatives or variations thereof except as explicitly granted in this Agreement; (xii) provide Data or make its software, hardware, equipment, or systems available to Arctic Wolf in violation of any applicable law or contract; (xiii) abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>; and (xiv) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Product. Customer shall not disclose the results of any benchmark testing, technical results or other performance data relating to a Product without Arctic Wolf's prior written consent.

4.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Products Customer subscribes to or purchase as identified on an Order Form in accordance with the terms of this Agreement and as further described in the Supplemental Product Terms. Any Software provided as part of the Products shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during any then-current Term or Subscription Term, as applicable.

4.3. Customer Responsibilities.

4.3.1 Administrators. Customer is responsible for identifying the administrative users for its account which may include Customer's and its Affiliates' 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 registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Product dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and any other business purposes and Customer consents to such activity. 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.

4.3.2 Third Party Access. Customer and any third parties under its control shall keep its account and passwords confidential. Customer shall not permit any third party to access or use the applicable Product(s) except as otherwise set forth in this Agreement or unless Arctic Wolf has provided prior express written consent.

4.3.3 Impacts and Requirements. Transmission of Customer's Data to Arctic Wolf using the Products 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 Customer's Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to Response Actions, and similar functionalities included with the Products. Hosting providers used by Arctic Wolf to deliver the Products may experience service interruptions and service outages outside the control of Arctic Wolf. If such a hosting provider issues an outage notice that could materially impact delivery of the Products, Arctic Wolf will use commercially reasonable efforts to promptly notify Customer about the outage and communicate the planned recovery time provided by the hosting provider. As part of the Products, Arctic Wolf may make recommendations to Customer relating to Customer's environment, the deployment of software and services, and enablement of Product features. Customer is responsible for making decisions, in its sole discretion, pertaining to the implementation of any Arctic Wolf recommendations and Arctic Wolf has no liability for such decisions. Customer acknowledges that any changes Customer makes to its code, infrastructure, or configuration of certain Products after initial deployment may cause the Product to cease working or function improperly or could prevent Arctic Wolf from delivering the Products and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Product deployed, a Product may consume additional CPU and memory in Customer's environment while running in production.

4.4 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 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).

4.5 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, Customer's jurisdictions of incorporation and operations, 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 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 relevant governmental authorities (such as Cuba, Iran, North Korea, Syria, or the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic 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 restricted or prohibited persons list issued by Canada, the United States, the United Kingdom, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the U.S. Commerce Department's Bureau of Industry and Security's Denied Persons, Entity, Unverified, or Military End-User Lists or the U.S. Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List, the Canadian Special Economic Measures Act consolidated list, the UK Consolidated List of Financial Sanctions Targets, and the consolidated list of persons, groups and entities subject to EU financial sanctions (collectively, "Restricted Persons"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not located, organized, or resident in an Embargoed Country and are not Restricted Persons. Customer shall not use the Products (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Products 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 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 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 Products are resold or transferred in violation of any Trade Controls or the provision of these General Terms, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

4.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees these General Terms, including the URL Terms, Order Form and Exhibits, if any, are the sole set of terms governing the delivery of the Products to Customer and for the avoidance of

doubt, terms related to acceptance related to any services or work product shall not apply unless otherwise set forth in the Supplemental Product Terms. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or similar agreement Customer is using to purchase the Products (as defined below) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolf's authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during a subscription term or engagement term, as applicable, Arctic Wolf will maintain security controls and processes as described in the applicable Supplemental Product Terms or in the Data Processing Addendum (as defined below). Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Products, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Products. If Customer does intend to rely on the Products to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Products, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government is governed solely by these General Terms and are prohibited except to the extent expressly permitted herein.

Customer represents it has the requisite authority to enter into and perform under these General Terms.

5. Fees, Payment, Taxes, and Audit. Pricing for the Products will be specified on an Order Form. Certain Products may be provided (a) on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**"), (b) on a time and materials basis, (c) for a one-time fixed fee cost, or (d) such other bases set forth on an Order Form (collectively, the "**Fees**"). All fees are non-cancelable and non-refundable. The Term or Subscription Term will be set forth on an Order Form. EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, REFUNDS OF ANY FEES OR OTHER PAYMENTS ALREADY PAID WILL NOT BE PROVIDED EXCEPT AS SET FORTH IN THIS AGREEMENT.

5.1 Order Forms and Invoices Issued by Arctic Wolf. If an Order Form is issued to Customer by Arctic Wolf, the following terms, in addition to any terms in the Supplemental Product Terms, shall apply:

All fees are payable in the currency set forth in the Order Form (or applicable invoice) and shall be due and owing net thirty (30) days from the date of invoice unless otherwise set forth on an Order Form. Late payments shall bear interest at a rate equal to the maximum rate permitted by law. In the event any action is taken to pursue collection of any fees payable hereunder, Customer will reimburse Arctic Wolf for Arctic Wolf's costs associated with such collection, including reasonable legal fees where applicable, in line with the statutory lump sum indemnity for recovery charges. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("**Indirect Taxes**"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department. Customer shall pay all amounts in the currency reflected in the Order Form and by the method listed on the invoice. Any suspension because of Customer's failure to pay fees when due will not relieve Customer of its payment obligations.

5.2 Order Forms Issued by Authorized Partner. If an Order Form and/or invoice is issued to Customer by an Authorized Partner, Section 5.1 does not apply, and the following terms apply: Customer is purchasing the Products through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Products under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 10. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to any renewal Term or Subscription Term, as applicable.

5.3 Online Purchased Subscriptions. If Customer's subscription is purchased online, subscription fees shall be remitted via an online third-party payment processor at the time of processing of the subscription within the Product or on the Arctic Wolf website. In such event, subscription fees will be collected by Arctic Wolf's third-party payment processor and will be subject to such third-party payment processor's terms and conditions, including any terms related to data privacy.

5.4 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement and any Supplemental Product Terms, including specifically, as applicable for the Product, its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Products by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses for a subscription based product as subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Fees in accordance with this Section 5.

6. 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. This Section 6 will supersede any non-disclosure agreement by and between the parties (whether entered before, on, or after the Effective Date) and such agreement will have no further force or effect with respect to Confidential Information defined herein. 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 Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf’s security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology, and Threat Intelligence Data (as defined above). Confidential Information of Customer includes the Data. Data includes Point of Contact Information (as defined herein) and any other Data identified in the applicable Supplemental Product Terms.

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, in the applicable Supplemental Product Terms, 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 this Agreement. 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 6. 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 this Agreement. 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 Products. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer’s use of the Products. 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. Each party acknowledges that due to the unique nature of the other party’s Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that are available in law, in equity or otherwise, the disclosing party is entitled to seek injunctive relief to prevent unauthorized use or disclosure. Arctic Wolf, subject to 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.

7. Personal Information; Data Privacy.

7.1 Personal Information. Confidential Information provided by Customer 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.

7.2 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.

8. Indemnity.

8.1 Arctic Wolf's Indemnity. Subject to Section 8.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third-party claim or action to the extent based on the allegation that the Products infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, Switzerland, South Africa, New Zealand, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third-party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Products, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 8.1 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.

8.2 Customer Indemnity. Subject to Section 8.3 and to the extent permitted by law, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 4 or 7.1. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

8.3 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.

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

9. Warranty and Warranty Disclaimer.

9.1 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 this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

9.2 Product Warranty. ARCTIC WOLF WARRANTS THAT DURING THE TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE PRODUCTS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE PRODUCTS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE DELIVERY AND PERFORMANCE OF THE PRODUCTS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 9.2, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.1 ABOVE, OR OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS OR PROVIDED IN SECTION 9.4 OF THIS AGREEMENT), REPAIR OR REPLACE THE PRODUCTS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE PRODUCTS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE PRODUCTS ARE 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 PRODUCTS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE PRODUCTS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) ALL THREATS, VULNERABILITIES, ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIED. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE PRODUCTS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE PRODUCTS. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, NOR IS IT INTENDED FOR THE OPERATION OF NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, LIFE-SUPPORT SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

9.3 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT NEW THREATS ARE CONSTANTLY EVOLVING. ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE APPLICABLE PRODUCT DESCRIPTIONS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ANY THIRD-PARTY SYSTEMS (NOT INCLUDING THIRD PARTY PRODUCTS AS DEFINED IN SECTION 9.5 BELOW) OR SERVICES, INCLUDING ANY CLOUD IAAS AND SAAS SYSTEMS, TOOLS, AND/OR ENVIRONMENTS AND ANY DIAGNOSTIC TOOLS, API'S, AND OTHER SUCH INTEGRATIONS, THAT CUSTOMER USES OR DEPLOYS IN CONNECTION WITH THE DELIVERY OF THE PRODUCTS.

9.4 Open Source Warranty. Customer acknowledges that certain components of the Products ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Products will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to third party Open Source Components require Arctic Wolf to make an offer to provide source code or related information in connection with the Open Source Components, such offer is hereby made. Any request for source code or related information should be directed only to legal@arcticwolf.com.

9.5 Third-Party Product. Third-Party Product (as defined in this Section 9.5) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Products (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third-Party Products. "**Third-Party Product**" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Components.

9.6 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all its Administrator IDs, usernames, and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Products; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Products or any breach, or attempted breach, of security of the Products; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "**FCPA**"); (v) not use the Products and transfer any Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Products, including specifically, any Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Products; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Products. Customer authorizes Arctic Wolf to perform the Service Components of the Products as identified in the Supplemental Product Terms (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform such Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party(ies) to permit Arctic Wolf to provide such Services on such third party's network resources.

10. Limitation of Liability.

10.1 Limitations of Liability. TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 10.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE PRODUCTS, LOST REVENUES OR PROFITS, LOSS OF PRODUCTS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO (OR IF FEES HAVE NOT YET BEEN PAID, IN THE TWELVE MONTH PERIOD FOLLOWING) THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 10.1, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 10.2 OF THIS AGREEMENT.

10.2 Australia Competition and Consumer Act. FOR AUSTRALIAN CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 10.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.2. THIS SECTION 10.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

11. Term and Termination; Suspension; Survival.

11.1 Term and Renewal. This Agreement shall be in effect for the Subscription Term or Term, as applicable, specified in the Supplemental Product Terms or on an Order Form, and any renewal thereof. Unless otherwise set forth on the Order Form or the applicable Supplemental Product Terms, any Subscription Term will automatically renew in its entirety at the end of the initial Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and applicable price at the time of renewal; provided however, if either party would like to opt out of automatic renewal 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.

11.2 Termination. Either party may terminate this Agreement for cause if: (A) if the other party (i) becomes insolvent; (ii) files a petition in bankruptcy; or (iii) makes an assignment for the benefit of its creditors; or (B) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within ten (10) days following written notice to such party, including Customer's non-payment of undisputed fees, and (C) as otherwise set forth in the Supplemental Product Terms. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession as set forth in the Supplemental Product Terms. Should Customer elect to have its Data returned upon expiration, it is the Customer's responsibility to work with Arctic Wolf to ensure such information is returned prior to destruction.

11.3 Suspension. Arctic Wolf may suspend its delivery of the Products (in whole or part) and Customer's use thereof if Customer fails to pay any undisputed amount within fifteen (15) days (or such longer period as Arctic Wolf may decide from time-to-time) of Arctic Wolf's (or Authorized Partner's) notice to Customer of such failure to pay or to comply with any law, court order, or governmental request. Additionally, if Customer's account is the subject of denial-of-service attacks, hacking attempts, or other malicious activities, or Customer's activities reasonably appear to be in breach of Section 4.1, Arctic Wolf may delete any files, programs, data, and email messages associated with Customer's account and/or will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Arctic Wolf's own systems, Customer acknowledges that Arctic Wolf may be required to suspend the Products until the issues are resolved. Arctic Wolf will provide advance notice to Customer of such suspension, where reasonably practicable. Arctic Wolf shall restore access to the applicable Product(s) as soon as the event giving rise to suspension has been resolved. Arctic Wolf reserves the right to charge a reconnection fee if any of the events listed above occurs in connection with any Customer act or omission.

11.4 Survival. Customer's payment obligations and provisions relating to property rights and confidentiality shall survive expiration or termination of the Agreement. Sections 3, 6 through 8, 10, 11 and 13 shall survive termination of the Agreement.

12. Updates. Arctic Wolf reserves the right to modify this Agreement, including the Supplemental Product Terms, URL Terms, and the Documentation 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 Term. However, any subsequent renewal of the Term will be renewed under the then-current Agreement, unless otherwise agreed in writing by the parties.

13. Miscellaneous.

13.1 Notice. 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. 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 Order Form. Either party may update its notice address upon written notice to the other party.

13.2 Publicity. Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Product.

13.3 Independent Contractors. 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. Each party shall be liable for the actions and obligations of its and its Affiliates, including any of their respective users, employees, subcontractors, agents, consultants, advisors, or such other similar third parties.

13.4 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 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 or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

13.5 Governing Law; Dispute ReProduct. This Section 13.5 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.

13.6 Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

13.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing. This Agreement is entered into solely between and may be enforced only by Arctic Wolf and Customer. This Agreement will not be deemed to create any third-party rights or obligations and any person who is not a party to this Agreement shall not have any rights or remedies under or in connection with it.

13.8 Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.

13.9 Business Associate Addendum. In the event that Arctic Wolf receives personal healthcare information in the delivery of the Products, the parties agree to comply with the Business Associate Addendum ("**BAA**") located at <https://arcticwolf.com/terms/business-associate-addendum/>, or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties

have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

13.10 Interpretation. The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.11 English Language Controls. 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.

13.12 Rights of Third Parties. 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.

**MANAGED DETECTION AND RESPONSE
SUPPLEMENTAL PRODUCT TERMS**

These Managed Detection and Response Supplemental Product Terms ("**Supplemental Product Terms**") is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "**General Terms**") (the Supplemental Product Terms and General Terms collectively referred to herein as the "**Agreement**") and, subject to the terms herein, governs Customer's use of the Managed Detection and Response solution (the "**Solution**"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

1. SOLUTION.

1.1 The Solution may be licensed separately or as part of a Security Operations Bundle as more fully described at <https://arcticwolf.com/terms/bundles-tiers/> (each a "Bundle"). The Solution includes the following Components:

Component	
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time
Equipment	Virtual network appliances (vSensor) or physical sensors (Sensor)
Services	Support, onboarding services, and services provided by Security Services, and Cyber Resilience Assessment (" CRA ") ¹
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Unified Portal (formerly called Customer Portal) Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer) 90-day Log Retention (unless another retention period is purchased by Customer and set forth on an Order Form)

1.2 The Solution and its Components are more fully described in the MDR Product Description located at <https://docs.arcticwolf.com/> (the "**Product Description**") and incorporated herein by reference. Any capitalized terms not otherwise defined in these Supplemental Product Terms or the General Terms shall have the definition in the Product Description.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the delivery of the Solution includes:

2.1.1 Solutions Data. "**Solutions Data**" means the operational system log data and any other information provided by Customer in furtherance of its use of the Solution and which Customer may elect to submit to Arctic Wolf using the Solution, including, but not limited to 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.

2.1.2 Customer acknowledges and agrees that Arctic Wolf, in the performance of the Solution, may use a GeoIP service (i.e., a method of locating a computer terminal's geographic location by identifying that terminal's internet protocol ("IP") address) to report the location of Customer's IP address.

2.2 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers specified by the Platform location included on Customer's Order Form (or within the General Terms, if identified) and may be processed as set forth in the Agreement and Data Processing Addendum.

2.3 Data Transmission. Customer's Data will be transmitted to Arctic Wolf via a secure tunnel in compliance with the requirements of Arctic Wolf's then-current SOC2 Type II Report and ISO27001 certification.

3. **TERMINATION**. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of the following: (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following expiration or termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Arctic Wolf shall have no liability to Customer for a breach of Data included on such unreturned Equipment and Customer shall be liable for any breach of the Arctic Wolf Technology contained within such unreturned Equipment.

4. **MICROSOFT US GOVERNMENT COMMUNITY AND HIGH US GOVERNMENT COMMUNITY ENVIRONMENT MONITORING**. In the event Arctic Wolf monitors applications for Customer within the Microsoft US Government Community

¹ CRA is available subject to the terms of the Cyber JumpStart Portal Supplemental Product Terms located at <https://arcticwolf.com/terms/>.

environment or US Government Community High environment (each a “GCC environment”) as part of the delivery of the Solutions, Customer understands and agrees as follows:

4.1 Arctic Wolf is not FedRAMP compliant.

4.2 Only Arctic Wolf supported and integrated applications will be monitored in the GCC environment.

4.3 Solutions Data (i) may be accessed by Arctic Wolf, its Affiliates, and any third-party providers, from locations outside the United States, and (ii) may be accessed by persons who are not United States citizens.

4.4 Arctic Wolf does not require access to or delivery of Customer’s Controlled Unclassified Information (“CUI”) and in the event information classified as CUI is provided, Arctic Wolf may immediately cease ingestion of Customer Solutions Data without further liability to Customer.

4.5 Arctic Wolf will provide reasonable cooperation to Customer in the event of a data breach involving Solutions Data including, but not limited to assistance in responding to any government or regulatory inquiries.

4.6 Certain Microsoft log sources may be in beta and, consequently, Arctic Wolf makes no representations as to the delivery of the Solutions related to any such beta Microsoft log sources.

4.7 Customer will immediately notify Arctic Wolf of non-consent or any change in consent and any monitoring of Customer’s GCC environment will immediately cease without further liability to Arctic Wolf.

SOLUTION LICENSE AGREEMENT

This Solution License Agreement (the “**Agreement**”) is a legal agreement between you on behalf of a company or other entity as its representative (“**You**” or “**Customer**”) and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) regarding the use of the Solutions (as defined below). Together You and Arctic Wolf are the “**Parties**” and individually a “**Party**”. This Agreement includes and incorporates by reference the Terms and Conditions of Sale located at <https://arcticwolf.com/terms/terms-and-conditions-of-sale/>.

BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING, ACCESSING OR USING ANY THE SOLUTION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER, DO NOT COPY, INSTALL, ACCESS OR USE ANY SOLUTION.

1. DEFINITIONS.

- (a) “**Affiliate**” means, with respect to any legal entity, any other entity controlling, controlled by, or under common control with such entity.
- (b) “**Authorized Users**” means Customer’s employees and independent contractors.
- (c) “**Beta Solutions**” means any pre-commercial release or evaluation versions of a solution or service made available to Customer by Arctic Wolf under additional terms and conditions.
- (d) “**Customer Data**” means the applicable data, files, messages, executable files or code, system activity uploaded, inputted or otherwise submitted by Customer and/or its Authorized Users to Arctic Wolf or collected from the Customer and/or its Authorized Users through the normal operation of the specific Solution, and any other Customer Data specified in the Documentation and/or Privacy Notice defined in Section 10 below.
- (e) “**Documentation**” means any applicable Arctic Wolf end user documentation provided by Arctic Wolf (excluding any marketing or promotional materials).
- (f) “**Endpoints**” means wireless devices, desktops, computer systems and any other endpoints with which the Solution operates.
- (g) “**Intellectual Property Rights**” means any patents, copyrights, trademarks, industrial designs, trade secret, confidential information or other proprietary right.
- (h) “**Malware**” means any software or content that contains any virus, trojan horse, worm, backdoor, shutdown mechanism, sniffer, bot, drop dead mechanism, spyware, malicious, or similar code.
- (i) “**Order Form**” means any order forms, quotes, or other similarly intended ordering document (however named) executed or accepted by Customer that reference this Agreement or pertains to subscriptions to a Solution. An Order Form may be issued to Customer by an Arctic Wolf authorized partner or third-party service provider.
- (j) “**Reverse Engineer**” means any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code) or services or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.
- (k) “**Services**” means any paid service made available by or on behalf of Arctic Wolf hereunder and identified as an Arctic Wolf service, including cloud services made available via the Software, but excluding any Third-Party Items, and set forth on an accepted Order Form.
- (l) “**Software**” means any Arctic Wolf proprietary enterprise software (and any licensed third-party software embedded therein) in object code form only (and not source code) provided hereunder, including server software, client software, personal computer software and interfaces and Documentation. Software shall include any upgrades, updates or modified versions of the Software that may be provided to Customer by Arctic Wolf at its sole discretion but excludes any Third Party Items.
- (m) “**Solution**” means the Software and/or Services and applicable Documentation set forth on Exhibit A.
- (n) “**Technical Support Services**” means technical support and maintenance services for the Software provided by Arctic Wolf.
- (o) “**Third Party Items**” means Customer or any third party: (i) software; (ii) content; (iii) services, including internet connectivity, systems, wireless networks and non-Arctic Wolf websites; and (iv) devices, servers, equipment and other hardware products.
- (p) “**Threat Intelligence Data**” 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 Solutions, excluding any such information or data that identifies Customer or to the extent that it includes personal information of Authorized Users (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

2. LICENSE.

- (a) **Limited License.** Subject to this Agreement and Customer’s payment of all applicable fees, Arctic Wolf grants Customer a personal, revocable, non-exclusive, non-transferable license to internally install, access and/or use the Solutions identified on an Order Form solely for Customer’s internal business purposes and subject to the usage and time limitations based on the quantity and type of licenses and term of the licenses acquired by Customer pursuant to an accepted Order Form. Customer may authorize its Authorized Users to exercise the foregoing rights provided that Customer shall be responsible for its Authorized Users’ use of the applicable Solution.
- (b) **Trial License.** If the Solution is provided by Arctic Wolf to Customer for internal testing purposes (“**Trial**”), the license set out above shall be of a limited duration from when the applicable Solution is made available by Arctic Wolf to Customer and may be terminated by Arctic Wolf at any time in its sole discretion (“**Trial Period**”) and shall apply

solely to the extent necessary to perform the Trial. Notwithstanding anything to the contrary in this Agreement, such license shall automatically terminate upon the expiry of the Trial Period, or earlier if Customer breaches any provision of this Agreement, and subsection 12 (d) of this Agreement shall apply. The Trial Period may be extended or terminated by Arctic Wolf in writing (email sufficient) at any time in its sole discretion.

- 3. TECHNICAL SUPPORT SERVICES.** Any Technical Support Services acquired by Customer, including as part of a subscription, are provided subject to: (i) this Agreement; (ii) the Technical Support Services program description found at <https://docs.arcticwolf.com/> (or such other site as may be made available by Arctic Wolf from time-to-time), as may be amended by Arctic Wolf and which is incorporated herein by this reference; and (iii) Customer's payment of all applicable fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted Order Form. Customer agrees that it may be required to update Software and/or Third Party Items to continue to access or use the Solution, Third Party Items or portions thereof.

4. RULES OF USE FOR SOLUTION. Customer acknowledges and agrees that:

- (a) Customer has the right and authority to enter this Agreement and has any necessary consents from its Authorized Users as may be required by applicable law;
- (b) Customer shall not, or attempt to, sell, rent, lease, use for timeshare or service bureau purposes, sublicense or transfer the Solution;
- (c) Customer and its Authorized Users shall not take any action to: (i) upload, transmit, or otherwise make available any Malware, unless expressly permitted by Arctic Wolf in writing as required to provide the Solution; (ii) gain unauthorized access to any component or portion of the Solution, other accounts, computer systems or networks connected to a Solution, or obtain or attempt to obtain any materials or information made available through any component or portion of the Solution not intentionally made available by Arctic Wolf to Customer; or (iii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Solution. In addition, Customer and its Authorized Users shall not permit any third party to take any of the actions outlined in (i) – (iii) above. If Customer becomes aware of the existence of any of such activities, Customer shall promptly notify Arctic Wolf in writing;
- (d) Customer and its Authorized Users shall not copy, host, publish, distribute or modify the Software, or any content made available to Customer as part of the Solution, in whole or in part, except for copying as reasonably necessary for back-up purposes;
- (e) Customer and its Authorized Users shall not disclose the results of any benchmark testing, technical results or other performance data relating to the Solution without Arctic Wolf's prior written consent;
- (f) The Solution contains valuable trade secrets, proprietary and confidential information of Arctic Wolf and/or its Affiliates. Customer and its Authorized Users shall not: (i) disclose or make available, directly or indirectly, the Solution (including any content made available to Customer related to the Solution) to any third party; (ii) use the Solution except as set forth herein; or (iii) alter, modify, adapt, create derivative works of, translate, deface, or Reverse Engineer any software, or any content, made available to Customer as part of the Solution, in whole or in part, or permit, acquiesce, authorize or encourage any other entity or person to do so;
- (g) Arctic Wolf may monitor Customer's and its Authorized Users' use of the Solution to determine compliance with this Agreement and Customer and its Authorized Users shall provide information requested by Arctic Wolf necessary for such purpose. Arctic Wolf may, through an independent auditor and/or itself, audit Customer's and its Authorized Users' use of and/or access to the Solution. If Customer is found to have exceeded its authorized usage and/or access, Customer shall, among other things, pay to Arctic Wolf: (i) any additional amounts due based on Arctic Wolf's then current price list; (ii) Arctic Wolf's reasonable costs associated with such audit; and (iii) interest on the amounts due to Arctic Wolf at the maximum rate permitted by law. Any refusal by Customer to provide requested information and/or cooperate with an audit, or to promptly pay amounts found owing to Arctic Wolf as a result of such audit, shall be deemed to be a material breach of this Agreement;
- (h) Subject to the terms of an applicable Order Form or Documentation, an Authorized User will be considered provisioned where the Authorized User is assigned the ability to access the Software, regardless of whether an Authorized User has accessed or utilized the Software. Provisioned Authorized Users will be counted to determine whether a Customer is within (or has exceeded) its licensed usage of the Software. Customer is solely responsible for ensuring that it does not provision Authorized Users in excess of its license rights;
- (i) Customer assumes sole responsibility and liability for: (i) the establishment of appropriate security measures to control access to the licensed Solution, including for Endpoints; (ii) Customer's selection, use, access, cost or implementation of any Third Party Item, regardless of how Customer acquires or obtains access to the Third Party Item, or whether any such Third Party Items are required in order to use all or any part of, or operate in conjunction with, the Solution; and (iii) informing its Authorized Users of any functions to be performed on their devices;
- (j) Arctic Wolf may, without any liability to Customer or any Authorized User, modify, suspend, discontinue or place limits on the Solution or any part thereof, including: (i) periodically suspending use of and/or access thereto, or otherwise taking it out of operation in order to do maintenance and support of Software or Services; (ii) if Customer's or its Authorized Users' use of and/or access to the Solution or any part thereof poses a security or other risk to the software or service or any third party or adversely impacts the Software or Service; (iii) if required by law or regulation or in Arctic Wolf's opinion it is or may be subject to liability as a result of operating the Solution or any part thereof; or (iv) if Customer and/or an Authorized User is in breach of this Agreement; and
- (k) Customer and its Authorized Users shall comply with all applicable laws, ordinances, codes, regulations and policies applicable to Customer's receipt or use of and/or access to the Solution.

5. Ownership and Intellectual Property.

- (a) Customer acknowledges and agrees that it does not acquire any Intellectual Property Rights in or relating to the Solution or any translation or other derivative work thereof. Customer agrees that it shall not refute or otherwise challenge Arctic Wolf's and/or any of its Affiliates' ownership of any such Intellectual Property Rights. All comments,

ideas, changes or other feedback provided by Customer and/or any Authorized User to Arctic Wolf regarding the Solution shall be owned by Arctic Wolf. All rights, title and interest not expressly granted herein are reserved by Arctic Wolf.

- (b) As between the Parties, Customer retains the ownership (including any Intellectual Property Rights) in and to the Customer Data.

6. LIMITED WARRANTY AND DISCLAIMER.

- (a) If during the ninety (90) day period following Arctic Wolf making the Software available to Customer for electronic download, the Software is not capable of performing the material functions described in the Documentation when used as specified by Arctic Wolf in the Documentation applicable to the specific type and version of the Software, Arctic Wolf shall make reasonable efforts to correct or provide a workaround for such problem (which fix or workaround may be provided to Customer at Arctic Wolf's reasonable discretion in one of a variety of forms).
- (b) Any obligations of Arctic Wolf under this Section 6 shall not apply to trial software or Beta Solutions or if the failure of the Software to perform the material functions described in the Documentation is due to: (i) use of the Software in a manner inconsistent with any of Customer's obligations set out in this Agreement or in a manner inconsistent with the instructions in the Documentation applicable to the specific type and version of the Software; (ii) a malfunction or other problem related to any Third Party Item; or (iii) any external causes affecting the Software, correction of errors attributable to software other than the Software, or defects due to repairs or modifications not authorized by Arctic Wolf in writing.
- (c) CUSTOMER ACKNOWLEDGES AND AGREES THAT WHERE THE ARCTIC WOLF SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, ARCTIC WOLF HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS.
- (d) CUSTOMER ACKNOWLEDGES AND WARRANTS THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE SOLUTION; OR (II) CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S (OR ITS AUTHORIZED USERS') ENDPOINTS, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST ARCTIC WOLF ARISING FROM OR RELATING TO THIS SUBSECTION (d).
- (e) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOLUTION IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, NOR IS IT INTENDED FOR THE OPERATION OF NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, LIFE-SUPPORT SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.
- (f) EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION IS PROVIDED "AS IS" AND ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND TITLE. ARCTIC WOLF DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER: (I) OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SOLUTION; (II) THAT ALL THREATS, VULNERABILITIES, ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIATED; (III) THAT CUSTOMER DATA, SYSTEMS OR NETWORKS SHALL BE FREE FROM LOSS OR CORRUPTION; OR (IV) THAT CONTENT SHALL BE TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

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

- (a) IN NO EVENT SHALL ARCTIC WOLF BE LIABLE FOR: (I) INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES; (II) LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES; AND (III) DAMAGES RELATED TO OR ARISING OUT OF ANY THIRD PARTY ITEMS;
- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ARCTIC WOLF EXCEED THE AMOUNTS RECEIVED BY ARCTIC WOLF FROM CUSTOMER FOR THE PORTION OF THE SOFTWARE, OR THE RELEVANT PERIOD OF THE ARCTIC WOLF SERVICE, WHICH IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND
- (c) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (I) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO ARCTIC WOLF; AND (III) TO ARCTIC WOLF, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, SUCCESSORS AND ASSIGNS.

8. BETA PRODUCTS.

- (a) From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer

preview, non-production or by a description of similar import. The Beta Solutions shall be made available until otherwise terminated by Arctic Wolf in its sole discretion.

- (b) **Restrictions and Disclaimers.** Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Customer acknowledges and agrees that: (i) Beta Solutions may not be authorized for commercial use or certified by government or other authorities and Arctic Wolf makes no representation that such authorization or certification shall be obtained or that the Beta Solutions shall be commercially released or released without changes; and (ii) all testing and evaluation that it conducts of Beta Solutions and related software and services is done entirely at Customer's own risk. To the full extent permitted by applicable laws, including any foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty or terms and conditions, of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available. Arctic Wolf may require Customer to promptly return the evaluation or beta copies of the Beta Solutions and remove all copies of such Beta Solutions from its systems.
- (c) **NO DATA RETENTION.** ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.
- (d) **LIMITED LIABILITY.** TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50 USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.
- (e) Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

- 8. **DATA USE AND ANONYMOUS DATA.** Customer, on its own behalf and on behalf of its Authorized Users, grants Arctic Wolf a non-exclusive, sub-licensable, transferable, worldwide, royalty-free, perpetual right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Customer Data (collectively "**Process**" or "**Processing**") to the extent necessary to provide the Solution to Customer and in order to generate Threat Intelligence Data. Customer agrees that Arctic Wolf has the right to generate Threat Intelligence Data and that such data is owned by Arctic Wolf, which Arctic Wolf may use for any lawful business purpose (including, without limitation, to develop and improve the Solution and to create and distribute reports and other materials). Customer warrants and covenants that it has the right to grant to Arctic Wolf such licenses.

- 9. **PERSONAL DATA AND PRIVACY NOTICE.** Customer, on its own behalf and on behalf of its Authorized Users: (i) agrees that Arctic Wolf and its Affiliates and their respective service providers may Process Customer Data for the purposes set out in this Agreement and in Arctic Wolf's Privacy Notice located at <https://arcticwolf.com/terms/privacy-notice-for-customers/>, as may be amended from time-to-time by Arctic Wolf and which is incorporated by reference herein; and (ii) represents and warrants that it has a lawful basis for such Processing, including collection of Authorized User's personal data as required for the use of the Solution, products or services used with the Solution and as contemplated in this Agreement.

10. **INDEMNIFICATION.**

- (a) Customer shall indemnify, hold harmless, and if requested by Arctic Wolf, defend, Arctic Wolf and its Affiliates and their successors and assigns and their respective directors, officers, employees, independent contractors and agents from and against any and all claims, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with any breach of this Agreement by Customer or an Authorized User. Arctic Wolf shall give Customer prompt written notice of any claim or proceeding. If Arctic Wolf has requested Customer to defend a claim or proceeding: (i) Arctic Wolf may at its option and expense participate in its defense or settlement; (ii) Customer shall not settle it in a manner that requires Arctic Wolf or any of its Affiliates to admit any liability; and (iii) if Arctic Wolf later has a reasonable basis to believe that Customer cannot or may not be able to fulfill its obligations under this subsection (a), then, without limiting Customer's obligations hereunder, Arctic Wolf shall be entitled to provide Customer with notice of its decision to defend the claim or proceeding, and thereafter to assume control of its defense and/or settlement.
- (b) Arctic Wolf shall defend, or at its option settle, any claim brought against Customer and/or its directors, officers and Authorized Users ("**Customer Indemnitee(s)**") by a third party alleging that use of the Software infringes a third party copyright or patent right, and shall pay any damages finally awarded, to such third party by a court of competent jurisdiction or that is agreed to in a settlement by Arctic Wolf to the extent the Software is the basis of such a claim. This indemnification is conditional upon Customer Indemnitee(s) giving Arctic Wolf prompt written notice of any such claim and permitting Arctic Wolf to have sole control of the defense or settlement. Arctic Wolf shall not settle the claim in a manner that requires Customer to admit any liability. Customer shall provide Arctic Wolf all reasonable information and assistance in connection with any such claim. If such a claim occurs, or if in Arctic Wolf's opinion is likely to occur, Arctic Wolf in its sole discretion may: (i) procure the right for Customer to continue to use the applicable

Software; or (ii) modify or replace the applicable Software or infringing portion(s); or, if neither (i) nor (ii) is available or commercially practicable, (iii) terminate Customer's license to the affected portion of the Software and refund or credit a portion of the license fees paid by Customer on a pro rata basis corresponding with the remaining portion of the license term. Arctic Wolf shall have no obligations or liability under this subsection (b) to the extent that any claim is based upon or arises out of: (v) any modification or alteration to the applicable Software not made by or on behalf of Arctic Wolf; (w) any combination or use of the applicable Software with equipment, software, services, products or systems not provided by Arctic Wolf; (x) Customer's continued use of allegedly infringing Software after being notified; (y) Customer's failure to use software updates or upgrades made available by Arctic Wolf; or (z) use of the Software other than in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement. The remedies set forth in this subsection (b) constitute Customer Indemnitees' sole and exclusive remedies, and Arctic Wolf's entire liability, with respect to infringement or violation of third party intellectual property rights.

12. TERM AND TERMINATION; SURVIVAL.

- (a) This Agreement commences upon Customer's agreement to be bound by the terms and conditions of this Agreement (as outlined at the beginning of this Agreement) and continues only for the term of the licenses acquired by Customer, subject to early termination as provided herein.
- (b) This Agreement may be terminated by either Party: (i) if the other Party materially breaches this Agreement and fails to cure it within thirty (30) days after written notice of the breach; and (ii) if the other Party ceases to carry on business in the ordinary course, becomes insolvent or the subject of voluntary or involuntary bankruptcy or liquidation proceedings, has a receiver, trustee or similar officer appointed with respect to the whole or substantial part of its assets, or is the subject of any creditor protection or proposal or similar arrangement under applicable law.
- (c) This Agreement may be terminated by Arctic Wolf upon a sale of all or substantially all the assets of Customer, any merger, consolidation or acquisition of Customer with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting shares of Customer in one or more related transactions.
- (d) Upon expiry or termination of either this Agreement or the provision of the Solution to Customer (which, for clarity, shall terminate this Agreement) for any reason:
 - (i) all licenses and rights provided to Customer under Section 2 of this Agreement shall immediately terminate and Customer shall not be entitled to any refund;
 - (ii) Customer and its Authorized Users shall immediately cease all use of and/or access to the Solution and delete and/or destroy all copies of Software that are in the possession or control of Customer and/or its Authorized Users and, on Arctic Wolf's request, confirm the same in writing signed by an officer of Customer;
 - (iii) Arctic Wolf shall have the right to block any use of and/or access to the Solution, and/or delete any files, programs, data and e-mail messages associated with any account of Customer or an Authorized User, without notice to Customer or the Authorized User;
 - (iv) Arctic Wolf may retain Customer Data pursuant to the terms of this Agreement, or for so long as may be required to comply with any law or regulation applicable to Arctic Wolf or any court, regulatory agency or authority to which Arctic Wolf is subject; and,
 - (v) Customer shall remain liable for all amounts due and shall pay all such fees immediately upon expiration or termination of this Agreement.

Where only a portion of the Solution expires or is terminated, the foregoing subsections (i) – (v) shall be limited to such portion and the Agreement shall continue for the remaining portion(s).

- (e) The following Sections of this Agreement shall survive its expiry or termination: Sections 1, 4 - 7 inclusive and 9 - 14 inclusive.

13. CONFIDENTIALITY.

- (a) Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, directors, employees, advisors, agents and subcontractors who have a need to know and are bound by confidentiality terms no less restrictive than those in this Agreement. For purposes of this Agreement, "Confidential Information" means any and all information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, data security controls and processes, business roadmaps, information contained within the Products and details related to the delivery thereof, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party and all derivatives thereof.
- (b) Exceptions. The restrictions stated in Section 13(a) do not apply to any Confidential Information that the Receiving Party can demonstrate: (i) was known to it prior to its disclosure by the Disclosing Party without any obligation of confidentiality; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received, without any obligation of confidentiality, from a third party that to the best of the Receiving Party's knowledge is authorized to make such disclosure without restriction; (iv) is independently developed by the Receiving Party; or (v) has been approved for release by the Disclosing Party's prior written authorization, but only to the extent of such authorization. The Receiving Party may disclose Confidential Information as required by court order or as otherwise required by law, provided that the Receiving Party provides prompt advance written notice thereof, to the extent not

prohibited, and assists the Disclosing Party, at the Disclosing Party's expense, to seek a protective order or otherwise prevent or restrict such disclosure.

- (c) **Injunctive Relief.** The parties agree that a breach of the confidentiality or license provisions of this Agreement will cause irreparable damage which money cannot satisfactorily remedy. In addition to any other remedies available at law or hereunder, the parties agree Arctic Wolf is entitled to seek injunctive relief for any threatened or actual breach of this Agreement by a Party in addition to all other legal remedies without the need to post bond.

14. MISCELLANEOUS

- (a) **Notice.** 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 applicable customer portal and if Customer has not provided Arctic Wolf with such address, notice may be duly given when prominently posted on <https://arcticwolf.com/>; 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 Order Form. Either party may update its notice address upon written notice to the other party.
- (b) **Marketing and Promotion.** Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Solution.
- (c) 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. Each party shall be primarily liable for the obligations of its respective affiliates, agents, and subcontractors.
- (d) **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 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 or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.
- (e) **Choice of Law; Dispute Resolution.** The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("Domicile"), as follows:

Domicile	Governing Law	Venue
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 & Wales	London

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration within the venue in the table above in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having

jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

- (f) To the extent permitted by law, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.
- (g) **No Waiver.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- (h) **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained in Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.
- (i) **Force Majeure.** Arctic Wolf shall not be liable for its failure or delay in the performance of its obligations under the Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to supplier strikes, lock-outs, labor disputes or availability, third party acts, war, riot, civil disorder, acts of terrorism, curtailment of transportation, work stoppages, epidemic, compliance with any law or governmental order, prohibition, rule, regulation or direction not in force on the date the Agreement commences. ("Event of Force Majeure"). If an Event of Force Majeure continues for more than thirty (30) working days, Arctic Wolf shall have the right to terminate, without liability, to Customer.
- (j) **Compliance with Laws, Export Control and U.S. Government Users.** Customer agrees that the Solution may include cryptographic technology, data or other information and shall not be received, exported, imported, used, transferred, distributed, accessed or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities, including U.S. and Canadian export control and sanction regulations. Customer also represents and covenants: (i) not to, directly or indirectly, allow access to or use of the Solution in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. or Canadian law; and, (ii) that Customer shall ensure that its receipt and use of and/or access to the Solution, or that of its Authorized Users, is in accordance with the restrictions in this subsection (e). If any part of the Solution is being licensed by the U.S. government, including any U.S. federal agency, the Solution is considered access to commercial computer software and documentation developed exclusively at private expense and the Solution is provided as a "commercial item" as that term is defined in FAR 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements) and is provided with only those rights specified in Section 2.
- (k) **Third Party Beneficiaries.** The provisions of this Agreement are for the benefit of Customer and Arctic Wolf and not for any other person or entity, whether under statute or otherwise, except for Arctic Wolf's affiliates and suppliers of Arctic Wolf and its affiliates.
- (l) **Additional Terms.** Customer's Authorized Users must obtain through a third party application store and install Solution client software for certain third party wireless device software platforms and Customer is responsible for ensuring its Authorized Users' compliance with the applicable client end user license agreement. Such client end user license agreement shall automatically terminate on expiry or termination of this Agreement or the provision of the Solution to Customer hereunder.
- (m) **Entire Agreement.** This Agreement, including any non-disclosure agreement and/or data protection agreement entered into by the Parties, is the complete agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements and understandings between the Parties applicable to the Solution. This Agreement may only be modified by the Parties by a written document executed by the Parties. Except to the extent expressly precluded by applicable law, Arctic Wolf may also modify this Agreement, including to reflect changes in law or business practices. Notwithstanding subsection 13(a), Arctic Wolf shall notify Customer of the change by a reasonable means of notice, including posting the revised Agreement at <https://arcticwolf.com/terms/> and Customer should regularly visit the site to review the most current version of this Agreement. Customer agrees that its continued use of the Solution after the changes become effective shall constitute Customer's acceptance of the revised Agreement. If there is any inconsistency between this Agreement and any Documentation used with the Solution, the provisions of this Agreement shall apply to the extent of the inconsistency.
- (n) To the extent Customer uses any Arctic Wolf products, services, features, and/or functionalities ("New Products") subject to terms not included in the Agreement, the relevant terms in effect at the time of first use at <https://arcticwolf.com/terms/> shall be deemed to govern use of such New Products unless the parties agree otherwise in writing. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.
- (o) **Interpretation and Language.** Headings are inserted herein for convenience only and do not form part of this Agreement. As used herein: (i) "days" means calendar days; (ii) "include" and "including" are not limiting; and (iii) use of an Aurora Solution shall be deemed to include active or inactive use. If this Agreement is translated into a language other than English, the English version shall prevail to the extent that there is any conflict or discrepancy in meaning

between the English version and any translation thereof. Notwithstanding the foregoing, Arctic Wolf acknowledges and agrees that this Agreement shall not be construed to include Section 13(b) with respect to Customers located within Japan. Where Customer's primary address is located in Quebec, it is the express will of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

- (p) 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.

Exhibit A

Software, Services, and Solutions

CylanceENDPOINT
CylanceGATEWAY
CylanceGUARD
CylanceEDGE
CylanceOPTICS
CylanceAVERT
CylancePROTECT Desktop
CylancePROTECT Mobile
CylanceMDR
CylanceSparsuite
Cylance MDR Advanced
Cylance MDR Pro
Cylance Guard / Guard Pro
Cylance SmartAV
CylanceOn-Prem
CylanceV
Aurora Protect
Aurora Protect Mobile
Aurora Protect Onboarding
Aurora Endpoint Defense
Aurora Endpoint Defense Onboarding
Aurora Managed Endpoint Defense on Demand
Aurora Managed Endpoint Defense on Demand Onboarding
Aurora Managed Endpoint Defense
Aurora Managed Endpoint Defense Onboarding
Endpoint Assurance
Premium Support

And any other Software, Services, and Solutions that Arctic Wolf may agree and include on an Order Form from time-to-time

Incident360 Retainer Supplemental Product Terms

These Incident360 Retainer Supplemental Product Terms (the “**Supplemental Product Terms**”) is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the “**General Terms**”) (the Supplemental Product Terms and General Terms collectively referred to herein as the “**Agreement**”) and, subject to the terms herein, governs Customer’s subscription to JumpStart Retainer, Incident360 Retainer, or Incident360 Plus Retainer (each a “**Retainer**”) as reflected on an Order Form. These Supplemental Product Terms apply to the extent Customer has subscribed to the Retainer either as a standalone offering or as part of Customer’s subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE RETAINER, ACCEPTING AN ORDER FORM FOR THE RETAINER, OR CLICKING AN “I ACCEPT”, “SUBMIT”, 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 RETAINER PURSUANT TO THE TERMS HEREIN. IF THE PERSON ACCEPTING THESE TERMS IS AN EMPLOYEE OR OTHER REPRESENTATIVE OF CUSTOMER, INCLUDING THE AUTHORIZED PARTNER, ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING THE RETAINER, THE PERSON ACCEPTING HEREBY REPRESENTS AND WARRANTS TO COMPANY 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 A REQUEST TO SUBSCRIBE TO THE RETAINER OR OTHERWISE USE THE RETAINER.

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. Managed Service Provider Relationship. To the extent Customer has subscribed to a Retainer via an Authorized Partner operating in a managed service provider capacity (a “**Managed Service Provider**” or “**MSP**”), Customer specifically authorizes and consents to such Managed Service Provider’s participation in the activities contemplated in these Supplemental Product Terms. Customer understands and agrees that the Managed Service Provider is not a party to the Agreement and Customer and Managed Service Provider’s applicable agreement shall govern as between Managed Service Provider and Customer.

2. Incident360 Retainer Product Descriptions and Terms.

2.1 A description of each Retainer offering can be found in the Incident360 Retainer Product Description located at <https://docs.arcticwolf.com/> (“**Product Description**”). The availability and use of any features or tools, along with the involvement of Company’s Incident Response (“**IR**”) team, is dependent on the Retainer purchased by Customer as reflected on an Order Form.

2.2 Covered Incident.

This section 2.2 applies to the extent Customer’s Retainer subscription includes a Covered Incident as outlined in the Product Description.

(a) For Customers purchasing a standalone Retainer or current Arctic Wolf Customers adding a Retainer to an existing subscription, a Covered Incident does not apply to any cybersecurity incident occurring before or within 10 days of Customer’s acceptance of an Order Form for the Retainer. The 10-day Covered Incident use restriction applies only during Customer’s initial Subscription Term and will not apply for subsequent consecutive renewals of any standalone Retainer Subscription. A Covered Incident may not be used, if during the Subscription Term (including during an IR Services engagement), Arctic Wolf determines, in its sole commercially reasonable discretion, Customer’s actual endpoint count is materially greater than the number of endpoints reflected on an Order Form. In such case, the IR Services engagement would be delivered on an hourly basis subject to the applicable rates for the Retainer.

(b) For Customers purchasing additional Security Operations Solutions (MDR, MR, or MA, and collectively “**Solution(s)**”) in conjunction with a Retainer, use of a Covered Incident will be available starting on the subscription start date pertaining to the Solution. A Covered Incident does not apply to a cybersecurity incident occurring prior to such date.

(c) In no event may the Covered Incident benefit be used to the extent the event occurs or originates within an environment or on an endpoint where the Solutions, Aurora Managed Endpoint Defense, and/or such other industry standard and up-to-date prevention tool is not deployed.

(d) Any costs associated with a ransom payment resulting from a cybersecurity incident are the responsibility of Customer and are not included as part of the Covered Incident or any hourly retainer engagement.

2.3 If included with Customer’s Retainer subscription, Customer may access and use designated Modules within the Cyber JumpStart Portal product subject to the Cyber JumpStart Portal Subscription Agreement located at <https://arcticwolf.com/terms/> or the applicable Product Description governing the use of any Modules published by Arctic Wolf at <https://docs.arcticwolf.com/> as may be updated by Arctic Wolf in accordance with the Agreement.

2.4 If access and use of certain features or functionalities are included with Customer’s Retainer subscription (including but not limited to Threat Intelligence Reports), Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term in accordance with the terms of this Agreement. Customer’s license and right to access

and use such features and functionalities are solely for Customer's internal business purposes and subject to the additional use restrictions set forth herein. Customer acknowledges and agrees that: (a) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in the features and functionalities (b) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; and (c) Customer acquires no ownership or other interest (other than the rights expressly stated herein).

3. In the event of a Cybersecurity Incident. In the event Customer experiences a cybersecurity incident, and desires to engage Company for IR services, Company will respond to Customer's request for engagement in accordance with the response time included in the Product Description with respect to the Retainer to which Customer has subscribed. Upon engagement, the parties will schedule and conduct a scoping call to assess a possible IR statement of work ("**SOW**"), as well as the potential use of a Covered Incident, if included with Customer's Retainer. At the time of the cybersecurity incident and provided the parties agree to proceed with the IR services engagement, the Agreement along with the IR Services Supplemental Product Terms located at <https://arcticwolf.com/terms/> shall govern the agreed upon scope and costs for such engagement.

4. INTELLECTUAL PROPERTY. Except as expressly set forth in the Agreement, neither party will acquire any rights, title, or interest, in any of the IP Rights (as defined herein) belonging to the other party. As between the parties, each party owns all such IP Rights in its products, services, and marks. "**IP Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

5. DATA STORAGE. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers located in the United States and may be processed as set forth in the Data Processing Addendum.

6. APPLICABILITY. Notwithstanding any previously executed agreement in place between the parties, the following Sections in the General Terms shall apply to Customer's continued use of IR360 Retainer: Indemnity and Limitations of Liability.

MANAGED RISK SUPPLEMENTAL PRODUCT TERMS

These Managed Risk Supplemental Product Terms ("**Supplemental Product Terms**") is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "**General Terms**") (the Supplemental Product Terms and General Terms collectively referred to herein as the "**Agreement**") and, subject to the terms herein, governs Customer's use of the Managed Risk solution (the "**Solution**"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

1. SOLUTION.

1.1 The Solution may be licensed separately or as part of a Security Operations Bundle as more fully described at <https://arcticwolf.com/terms/bundles-tiers/> (each a "Bundle"). The Solution includes the following Components:

Component:	
Software	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time
Equipment	Virtual network appliances (vScanner) or physical scanners (Scanner)
Services	Support, onboarding services, and services provided by Security Services and Cyber Resilience Assessment (" CRA ") ¹
Platform	Unlimited data ingestion Access to the Unified Portal (fka Customer Portal) Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer)

1.2 The Solution and its Components are more fully described in the MR Product Description located at <https://docs.arcticwolf.com/> (the "**Product Description**") and incorporated herein by reference. Any capitalized terms not otherwise defined in the Agreement shall have the definition in the Product Description.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the delivery of the Solution includes:

2.1.1 Solutions Data. "**Solutions Data**" means the operational system log data and any other information provided by Customer in furtherance of its use of the Solution and which Customer may elect to submit to Arctic Wolf using the Solution, including, but not limited to 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.

2.1.2 Customer acknowledges and agrees that Arctic Wolf, in the performance of the Solution, may use a GeoIP service (i.e., a method of locating a computer terminal's geographic location by identifying that terminal's internet protocol ("IP") address) to report the location of Customer's IP address.

2.2 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers specified by the Platform location included on Customer's Order Form (or within the General Terms, if identified) and may be processed as set forth in the Agreement and Data Processing Addendum.

2.3 Data Transmission. Customer's Data will be transmitted to Arctic Wolf via a secure tunnel in compliance with the requirements of Arctic Wolf's then-current SOC2 Type II Report and ISO27001 certification.

3. TERMINATION

3.1 Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of the following: (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following expiration or termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Arctic Wolf shall have no liability to Customer for a breach of Data included on such unreturned Equipment and Customer shall be liable for any breach of the Arctic Wolf Technology contained within such unreturned Equipment.

¹ CRA is available subject to the terms of the Cyber JumpStart Portal Supplemental Product Terms located at <https://arcticwolf.com/terms/>.

MANAGED SECURITY AWARENESS SUPPLEMENTAL PRODUCT TERMS

These Managed Security Awareness Supplemental Product Terms ("**Supplemental Product Terms**") is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "**General Terms**") (the Supplemental Product Terms and General Terms collectively referred to herein as the "**Agreement**") and, subject to the terms herein, governs Customer's use of the Managed Security Awareness solution (the "**Solution**"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTION, ACCEPTING AN ORDER FORM WHICH INCLUDES THE SOLUTION, OR CLICKING AN "I ACCEPT", "SUBMIT", 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 GENERAL TERMS AND THESE SUPPLEMENTAL PRODUCT TERMS. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE, INCLUDING CUSTOMER'S AUTHORIZED PARTNER (AS DEFINED BELOW), ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING OR ACCESSING CYBER JUMPSTART PORTAL 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 HAVE APPROPRIATE CONSENT AND AUTHORIZATION TO ACCESS YOUR CUSTOMER'S ACCOUNT. IF YOU AND/OR CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT SUBMIT A REQUEST TO LICENSE OR SUBSCRIBE TO THE SOLUTION OR OTHERWISE USE THE SOLUTION.

1. SOLUTION.

1.1 The Solution may be licensed separately or as part of a Security Operations Bundle as more fully described at <https://arcticwolf.com/terms/bundles-tiers/> (each a "Bundle"). The Solution includes the following Components:

Component	
Software	Phishtel Reporting Engine and Arctic Wolf Report Email Button
Content	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	Access to and use of the Administrator Dashboard and metrics related to the use of the Content by Customer's Users
Services	Support, onboarding services, Content modification services, and Cyber Resilience Assessment ("CRA") ¹
Professional Services	If available with Customer's subscription and purchased subject to a separately executed SOW

1.2 The Solution and its Components are more fully described in the MA Product Description located at <https://docs.arcticwolf.com/> (the "**Product Description**") and incorporated herein by reference. Any capitalized terms not otherwise defined in the Agreement shall have the definition in the Product Description.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the delivery of the Solution includes:

2.1.1 Learner Data. "**Learner Data**" means 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.

2.1.2 Phishtel Data. "**Phishtel Data**" is collected if the Arctic Wolf Report Email Button is deployed by Customer and means the information pertaining to the 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.

2.1.3 Customer created and owned content, if any.

2.2 Arctic Wolf Technology. For purposes of these Supplemental Product Terms, Arctic Wolf Technology includes System Metrics Data and Arctic Wolf Trademarks.

¹ CRA is available subject to the terms of the Cyber JumpStart Portal Supplemental Product Terms located at <https://arcticwolf.com/terms/>.

2.2.1 System Metrics Data. "**System Metrics Data**" means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to Arctic Wolf, or (ii) is collected or discovered during the course of Arctic Wolf's delivery of the Solution or Customer's use thereof, excluding any such information or data that identifies Customer or to the extent that it includes personal information of Customer's data subjects.

2.2.2 Arctic Wolf Trademarks. Any license to Arctic Wolf Trademarks requires the following: (a). All uses of Arctic Wolf Trademarks will comply with any written trademark guidelines that Arctic Wolf may provide to Customer from time to time; (b) Customer is prohibited from removing or altering any Arctic Wolf Trademarks displayed with or in the Content or Hosting Environment except with Arctic Wolf's written consent or as otherwise accommodated by Arctic Wolf as part of the Solutions; and (c) 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.

2.3 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers located in the United States and may be processed as set forth in the Data Processing Addendum.

3. OWNERSHIP

3.1 Customer Ownership. Except for the limited rights granted in the Agreement, Customer owns all Phishtel Data, Learner Data, and Customer created and owned content.

4. TERMINATION

4.1 Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession within one hundred twenty (120) days of expiration or termination.

AURORA ENDPOINT DEFENSE SUPPLEMENTAL PRODUCT TERMS

These Aurora Endpoint Defense Supplemental Product Terms ("**Supplemental Product Terms**") is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "**General Terms**") (the Supplemental Product Terms and General Terms collectively referred to herein as the "**Agreement**") and, subject to the terms herein, governs Customer's use of the Aurora Endpoint Defense solution(s) set forth on an Order Form (the "**Solution**"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY CLICKING ON THE APPROPRIATE BUTTON WITHIN THE SOLUTION, OR BY INSTALLING, ACCESSING OR USING ANY THE SOLUTION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER, DO NOT COPY, INSTALL, ACCESS OR USE THE SOLUTION.

1. SOLUTION.

1.1 The Solutions are more fully described in the applicable Product Description located at <https://docs.arcticwolf.com/> (the "**Product Description**") and incorporated herein by reference. Any capitalized terms not otherwise defined in these Supplemental Product Terms, or the General Terms shall have the definition in the Product Description.

1.2 The Solutions may include, to the extent identified on an Order Form, the Software and/or Services and applicable Documentation pertaining to Aurora Endpoint Solutions. "**Services**" means any paid service made available by or on behalf of Arctic Wolf hereunder and identified as an Arctic Wolf service, including Technical Support Services and cloud services made available via the Software, but excluding any Third-Party Items, and set forth on an accepted Order Form. "**Software**" means any Arctic Wolf proprietary enterprise software (and any licensed third-party software embedded therein) in object code form only (and not source code) provided hereunder, including server software, client software, personal computer software and interfaces and Documentation. Any upgrades, updates or modified versions of the Software that may be provided to Customer excludes any Customer or any third party provided: (i) software; (ii) content; (iii) services, including internet connectivity, systems, wireless networks and non-Arctic Wolf websites; and (iv) devices, servers, equipment and other hardware products (collectively, "**Third Party Items**").

1.3 Any Technical Support Services acquired by Customer, including as part of a subscription, may be provided by Arctic Wolf or an Authorized Partner, subject to Customer's agreement directly with such Authorized Partner. To the extent provided by Arctic Wolf, performance of such Technical Support Services are provided subject to: (i) the General Terms, as supplemented by these Supplemental Product Terms; (ii) the Technical Support Services program description found at <https://docs.arcticwolf.com/> (or such other site as may be made available by Arctic Wolf from time-to-time), as may be amended by Arctic Wolf and which is incorporated herein by this reference; and (iii) Customer's payment of all applicable fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted Order Form. Customer agrees that it may be required to update Software and/or Third Party Items to continue to access or use the Solution, Third Party Items or portions thereof.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the normal delivery of the Solution includes, depending on the Solution deployed:

2.1.1 Aurora MDR Data. If Aurora Managed Endpoint Defense on Demand or Aurora Endpoint Defense are included in the subscription, Arctic Wolf may process Aurora MDR Data. "**Aurora MDR Data**" means the operational system log data and any other information provided by Customer in furtherance of its use of the Solution and which Customer may elect to submit to Arctic Wolf using the Solution, including, but not limited to operational system log data and any other information provided by you in furtherance of your use of the Solutions and which you may elect to submit to Arctic Wolf through the Solutions, including, but not limited to 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. Personal data included in the of data to deliver these Solutions may include IP addresses, first name, last name, username, user unique identifier., but excluding Threat Intelligence Data.

2.1.2 Endpoint Solutions Data. If Aurora Endpoint Defense, Aurora Protect, Aurora Protect Server, or Aurora Protect Mobile are included in the subscription, Arctic Wolf may process Endpoint Solutions Data. "**Endpoint Solutions Data**" may include usernames, first name, last name, email address, IP addresses, username unique identifier, user privileges, device name, account status, password status, password age, country code, account type, assigned workstations, failed login attempts, roaming configuration, removable media events (insertion, removal, file copy), script execution events (JScript, VBScript, and VBA macro script, PowerShell), Windows event logs, WMI events, SMS sender ID, SMS message contents and hyperlinks from unknown senders.

2.2 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers selected by Customer and specified within the Unified Portal and may be processed as set forth in the Agreement and Data Processing Addendum.

2.3 Potentially Malicious Code and Anonymous Data.

2.3.1 Transmission of Files. Customer acknowledges that a feature of certain Solutions is to facilitate analysis of files and processes (including portable executable files, meta data, systems files, dll files, binary files, and/or other executable code, including those which may from time to time be embedded in other file types) that exist on, or are being introduced to Customer's devices ("Files") to identify potential or actual malicious code, malware or other intrusive artifacts or processes therein ("Potentially

Malicious Code"). Customer therefore acknowledges and agrees that, in certain configurations, to function optimally, the applicable Solution may transmit Files to servers owned or controlled by Arctic Wolf or may otherwise analyze Files.

2.3.2 Anonymous Data. Arctic Wolf may reduce Potentially Malicious Code to a unique hash, and Arctic Wolf may deconstruct, analyze and catalogue Potentially Malicious Code to determine functionality and potential to cause instability or damage to Customer's devices. Arctic Wolf may also use the unique file hash to identify files on other systems as Potentially Malicious Code and use and distribute the unique file hash to promote awareness, detection and prevention of internet security risks, in which case the unique file hash will be without attribution to Customer, Customers' operations, systems, networks or devices (individually and collectively, "**Anonymous Data**"). Arctic Wolf may also extract, compile, synthesize, and analyze non-personally identifiable data transmitted by Solutions, or information resulting from Customer's use of or access to the Solution, in each case to the extent such data or information only includes Anonymous Data. Customer agrees that Arctic Wolf may use, copy, modify, distribute and display Files, Anonymous Data and Potentially Malicious Code for Arctic Wolf's business purposes, including research, development, enhancement and support of products and services. Without limiting the foregoing, Arctic Wolf will not identify Customer as the source of any Files, Anonymous Data or Potentially Malicious Code.

2.3.3 Risks Regarding Potentially Malicious Code. If the Solution identifies Potentially Malicious Code, certain configurations of the Solution may block Potentially Malicious Code from execution, in which case Customer may either allow execution of the Potentially Malicious Code or quarantine it. Alternatively, Customer may determine that Potentially Malicious Code is acceptable for use on Customer devices and need not be blocked or quarantined. Customer acknowledges that blocking the execution of or quarantining or running Potentially Malicious Code may result in a loss of functionality of Files, applications, or the Customer's devices, and cause other potential harm or loss. CUSTOMER'S DECISION TO BLOCK, QUARANTINE OR ENABLE EXECUTION OF POTENTIALLY MALICIOUS CODE IS AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT ARCTIC WOLF HAS NO CONTROL OVER THE SPECIFIC CONDITIONS UNDER WHICH CUSTOMER USES THE SOLUTION OR ALLOWS OR DISALLOWS POTENTIALLY MALICIOUS CODE TO EXECUTE THE SOLUTION. THE SOLUTIONS DO NOT REPLACE CUSTOMER'S OBLIGATION TO EXERCISE CUSTOMER'S INDEPENDENT JUDGMENT WITH RESPECT TO THE EXISTENCE OR SUITABILITY OF POTENTIALLY MALICIOUS CODE EXISTING ON ITS DEVICES OR THE SECURITY THEREOF.

3. TRIAL LICENSE. If the Solution is provided by Arctic Wolf to Customer for internal testing purposes ("**Trial**"), the license set out above shall be of a limited duration from when the applicable Solution is made available by Arctic Wolf to Customer and may be terminated by Arctic Wolf at any time in its sole discretion ("**Trial Period**") and shall apply solely to the extent necessary to perform the Trial. Notwithstanding anything to the contrary in this Agreement, such license shall automatically terminate upon the expiry of the Trial Period, or earlier if Customer breaches any provision of this Agreement, and subsection 12 (d) of this Agreement shall apply. The Trial Period may be extended or terminated by Arctic Wolf in writing (email sufficient) at any time in its sole discretion.

4. CUSTOMER WARRANTIES. In addition to any warranties set forth in the General Terms:

4.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT WHERE THE SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, ARCTIC WOLF HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS.

4.2 CUSTOMER ACKNOWLEDGES AND WARRANTS THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE SOLUTION; OR (II) CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S (OR ITS USERS') ENDPOINTS, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST ARCTIC WOLF ARISING FROM OR RELATING TO THIS SECTION 4.2.

5. TERMINATION. Except as otherwise required by law and provided that the Solution is no longer in use by Customer, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession one hundred-twenty (120) days following expiration or termination. Notwithstanding anything contrary herein, should Customer fail to immediately cease all use of and/or access to the Solution and delete and/or destroy all copies of Software that are in Customer's possession or control, the subscription will not terminate, and Customer shall remain responsible for payment of fees pertaining to the subscription.