



Terms Of Service

LAST UPDATED: August 24, 2020

Thank you for visiting the Huntress group of websites including huntress.io or other websites that link to these Terms of Service (each, a "**Website**"). By accessing or using the Huntress Website (including the mobile optimized version of the website), administration page, security services, mobile and other applications and platforms (collectively the "**Huntress Platform**" or "**Platform**" or "**Service**"), whether automated or otherwise, you ("**Reseller**" or "**You**" or "**Your**") agree to be bound by these Terms of Service (the "**Terms**") and any additional terms and conditions that are referenced below or otherwise may apply to specific areas of the Platform. Please read these Terms carefully before using the Platform.

The Huntress Platform is owned and operated by Huntress Labs Incorporated, a Delaware corporation having offices at 6021 University Blvd., Suite 450, Ellicott City, MD 21043 (collectively, referred to herein as "**Huntress Labs**" or "**We**" or "**Us**" or "**Our**").

1. Acceptance of Terms.

BY CLICKING ON THE "REGISTER" OR "SUBSCRIBE" BUTTON, OR OTHERWISE REGISTERING TO USE THE PLATFORM, DOWNLOADING APPLICABLE SOFTWARE OR USING THE PLATFORM IN ANY MANNER YOU ARE ENTERING INTO A BINDING, LEGAL CONTRACT WITH HUNTRESS LABS AND AGREE TO BE BOUND BY ALL OF THE TERMS HEREIN. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU UNDERSTAND THEM AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE PLATFORM.

If you are an individual accepting the Terms on behalf of an entity, you represent and warrant that: (i) you have full legal authority to bind the applicable entity to the Terms; (ii) you have read and understand the Terms; and (iii) you agree, on behalf of the entity that you represent, to all of the terms and conditions of the Terms. If you do not have the legal authority to bind the entity you represent, you may not use the Platform. From time to time, Huntress Labs may update the functionality and user interface of the Platform, add new features to the Platform, change the access configuration for the Platform or update the related software. In such an event, these Terms shall also apply to any such functionality updates, new features, changes or software updates subsequently provided by Huntress Labs for the Platform or related software, as applicable.

2. Modification of Terms of Service.

These Terms may be changed, modified, supplemented or updated by Huntress Labs from time to time. Any updates to, or replacements of, the Terms will be in effect for any new or renewal

Subscription orders placed after the effective date of such updated Terms. If Huntress Labs makes a material change to these Terms that will affect an existing Subscription, Huntress Labs may notify you by sending an email at least thirty (30) days in advance of such change or posting a notice within the Platform. If the change has a material adverse impact on you and you do not agree to the change, you must so notify Huntress Labs via support@huntress.com within thirty days after receiving notice of the change. If you notify Huntress Labs as required, then you will remain governed by the Terms in effect immediately prior to the change until the end of your current Subscription term for the Platform. If the Subscription is renewed, it will be renewed under Huntress Labs' then current Terms. When using the Platform for free, such as the Free Trial or Beta Features, as defined herein, you will be bound by any changed, modified, supplemented or updated Terms if you choose to continue to use the Platform for free after such changes to the Terms as posted.

3. Account Management/Passwords.

To use or access the Platform, you must have a valid Huntress account. You will be prompted by our Website or contacted by email to either create an account or to login using your account credentials for the Platform. You represent and warrant that you will provide current, complete, and accurate information as prompted by the applicable registration form, and will update your information so as to keep it current, complete and accurate. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to immediately notify Huntress Labs upon learning of any unauthorized use of your account or any other breach of security.

4. Reseller Appointment, Obligations, and Limitations.

A. Appointment as Reseller.

Subject to these Terms, Huntress Labs hereby appoints Reseller as a non-exclusive reseller to resell Subscriptions to the Platform solely to Authorized Customers (as defined below) and Reseller hereby accepts such appointment upon the terms and conditions contained in this Agreement. Reseller acknowledges and understands that its rights under this Agreement are non-exclusive, that Huntress Labs may authorize third parties to provide or resell Subscriptions to other customers, and that Huntress Labs may engage in marketing or sales activities itself. For the avoidance of doubt, ("**Customer**") means a person or entity to which Reseller intends to resell Subscriptions. Upon acceptance by Huntress Labs of a Subscription Purchase for a Customer and once that Customer has executed a binding written agreement with Reseller including the minimum terms provided in Exhibit B, the designated Customer will be an ("**Authorized Customer**").

B. Pricing.

Reseller, in its sole discretion, will establish the fees it charges to Authorized Customers applicable to the resale of the Subscription, and Reseller will be solely responsible for billing and

collecting from each Authorized Customer all such amounts, and addressing any collection issues arising as a result of any Authorized Customer's failure to pay. Reseller is obligated to pay Huntress Labs the fees set forth in Exhibit A regardless of whether Reseller collects such fees from Authorized Customers.

C. Trademark License.

Subject to these terms, Huntress Labs grants to Reseller a non-exclusive, non-transferable, non-sublicensable, revocable, license to use and reproduce any Huntress Labs logos, trademarks and service marks ("**Huntress Marks**") solely in connection with marketing the Subscriptions to the Platform to Customers. Reseller agrees to state in appropriate places on all materials using the Huntress Marks that the Huntress Marks are trademarks of Huntress Labs and to include the symbol TM or ® as appropriate. All uses of Huntress Marks must comply with Huntress Labs' trademark usage guidelines as provided by Huntress Labs from time to time. Huntress Labs grants no rights in the Huntress Marks other than those expressly granted in this section. Reseller acknowledges Huntress Labs' exclusive ownership of the Huntress Marks. All goodwill arising from the use of the Huntress Marks will inure solely on Huntress Labs. Reseller agrees not to take any action inconsistent with such ownership and to cooperate, at Huntress Labs' request and expense, in any action (including the conduct of legal proceedings) which Huntress Labs deems necessary or desirable to establish or preserve Huntress Labs' exclusive rights in and to the Huntress Marks. Reseller will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Huntress Marks or in such a way as to create combination marks with the Huntress Marks. Upon request, Reseller will provide Huntress Labs with samples of all products and materials that contain the Huntress Marks prior to their public use, distribution, or display for Huntress Labs' quality assurance purposes and will obtain Huntress Labs' written approval before such use, distribution, or display. Upon Huntress Labs' request, Reseller will promptly modify or discontinue any use of the Huntress Marks.

D. Marketing.

Reseller shall, at its own expense, actively seek new Customers and use diligent efforts to market and promote the Subscription to the Platform and achieve the maximum extent of distribution of Subscriptions to Authorized Customers. Reseller will use the Huntress Marks to identify the Subscription to the Platform in all materials used to advertise, market, or promote the Subscription, in a manner approved in advance by Huntress Labs at its discretion. Reseller will distribute marketing materials for the Subscription to the Platform, which may be provided by Huntress Labs to Reseller or which may be created by Reseller (in which case they shall be subject to Huntress Labs approval) including any brochures describing the functional nature of the Platform and its features. Reseller's use of the Huntress Marks is subject to the limitations and requirements in Section 4.C.

E. Customer Agreements.

Before reselling Subscriptions to the Platform to any Customers, Reseller will enter into a written agreement with such Customer that contains terms no less restrictive than those set forth in Exhibit B. Reseller will notify Huntress Labs if Reseller becomes aware of any material breach of any such agreement relating to such Subscriptions.

F. Warranties by Reseller.

Reseller further represents and warrants that: (i) it has the right to disclose and provide data and other information provided to Huntress Labs on behalf of Customer; and (ii) it has sufficient resources and personnel to promote the Subscription to the Platform effectively, as set forth herein. Reseller shall make no representations, warranties, or guarantees concerning the Platform or its functionality or performance characteristics, except as expressly authorized in writing by Huntress Labs. Reseller is not authorized to make any representations, warranties, or guarantees on Huntress Labs' behalf, and Huntress Labs will have no liability with respect to representations, warranties, or guarantees made by Reseller.

G. Loyalty.

Reseller agrees that during the performance of this contract it will not market, promote, solicit orders for, offer for sale or license, or distribute in any manner, directly or indirectly, any products developed by Reseller that are competitive with the Platform unless Huntress Labs has provided its express prior written consent (which Huntress Labs may grant or withhold in its sole discretion).

H. Professional Standard.

Reseller shall perform its duties hereunder in a diligent and businesslike manner and refrain from any activity or action that may interfere with, be detrimental to, or damage the reputation of Huntress Labs or the Platform. Reseller acknowledges and agrees that Huntress Labs derives substantial value from the goodwill associated with the Platform. Reseller will undertake all measures necessary to ensure that its marketing and promotional activities hereunder conform to industry standards of professionalism and fair practices, and Reseller understands that Huntress Labs will have the right to terminate this contract for a material breach in the event that Huntress Labs determines in its reasonable discretion that Reseller has failed to meet any of the foregoing standards of this section.

I. Equitable Dealing.

Reseller will treat its Customers equitably and will not discriminate unlawfully among them in prices, terms, allowances, services or any other manner.

J. Government Registration.

If any approval or registration of these terms ("**Required Registrations**") is required, either initially or at any time during the performance of this contract, in order to give these terms legal

effect within any jurisdiction, or with respect to exchange regulations or requirements so as to assure the right of remittance abroad of sums due to Huntress Labs, Reseller agrees, at its sole expense, to take whatever steps may be necessary to secure such Required Registration, immediately and prior to commencing within any jurisdiction any activities which are subject to such approval or registration.

K. Limitations

(i) **No Internal Use Without a Paying Subscription.** The right to purchase Subscriptions is provided to Reseller solely for resale to Authorized Customers. Reseller is not permitted to, and will not, use the Platform except for demonstration purposes or through a valid paying Subscription to be used in conjunction with Reseller's Managed Services offering therefore acting as an Authorized Customer. A Subscription to be used in conjunction with Reseller's Managed Services is considered for "**Internal Use**". Without limiting the foregoing, this Section 4.K(i) is not intended to restrict Reseller's right to provide integration services to any Authorized Customers in preparation for receipt by such Authorized Customers of the resold Managed Service.

(ii) **Usage Restrictions.** Nothing in these Terms grants to Reseller any license to any intellectual property rights in the Platform or any rights to use the Platform itself for any internal business purpose. The rights granted in this Agreement are solely one of a right to use or resell Subscriptions offered and provided by Huntress Labs. Reseller will not use the Subscription to include data from the Platform for its internal business purposes. Reseller acknowledges that the methodology, processes and know-how used by Huntress Labs in connection with the Subscriptions and the structure, organization, and source code of the Platform, constitute valuable trade secrets of Huntress Labs. Accordingly, without limiting the generality of the first sentence of this Section 4.K(ii), Reseller agrees not to, and agrees not to permit any third party to: (a) distribute, reproduce, modify, adapt, alter, translate, or create derivative works from Huntress Labs (except as reproduction and distribution of the Huntress Marks are permitted under Section 4.C); (b) merge the Platform with other software; (c) sublicense, lease, rent, loan, or otherwise make available the Platform to any third party; or (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform. Notwithstanding clause (d) of the foregoing sentence, decompiling the Platform that is software is permitted to the extent applicable law gives Reseller the right to do so, notwithstanding contract restrictions, to obtain information necessary to render the Subscription interoperable with other software or systems; provided, however, that Reseller must first request such information from Huntress Labs and Huntress Labs may, in its discretion, either provide such information to Reseller or impose reasonable conditions, including a reasonable fee, on such use of such information to ensure that Huntress Labs' proprietary rights in such information are protected. Reseller will not resell individual components or portions of the Subscription without Huntress Labs' prior written consent.

(iii) **No Subresellers.** Reseller is explicitly prohibited from reselling Subscriptions for further reselling under any circumstance. For the avoidance of doubt, further reselling includes provisioning access and use of the Platform to any Authorized Customer (including Reseller itself) who concurrently provides any commercial service, product, shared services agreement, or similar commercial relationship that includes a Subscription to the Platform to unaffiliated parties including franchisors, partially owned subsidiaries, or other entities not directly affiliated with Authorized Customer.

5. License Grant and Restrictions for Fee-Based Subscriptions and Beta Features.

A. Fee-Based Subscriptions and Beta Features.

Huntress Labs offers a Subscription to the Huntress Platform for purchase through the online store on its Website ("**Online Store**"). Huntress Labs also offers a Subscription to the Huntress Platform for purchase by using a written order form ("**Order Form**"). If you want to learn more about purchasing a Subscription to the Huntress Platform through an Order Form, please contact us by email at sales@huntress.com.

From time to time, the Huntress Platform may offer "**Beta Features**" which include functionality designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description, and may be made available to you to try at your option at no additional charge.

B. License Grant.

If you resell a Subscription to the Platform (whether purchased through the Online Store or an Order Form) Huntress Labs grants to you, and you accept, the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the Platform solely for resell purposes and subject to these Terms, the applicable Order Form and related documentation as described on the Website for the duration of the Subscription term and for the number of Huntress Agents purchased through the online store, as described on the applicable Order Form, or as otherwise allocated in writing by Huntress Labs. For the avoidance of doubt, ("**Huntress Agent**") refers to a copy of the Huntress Agent software that has successfully registered with the Huntress Platform.

Additional rights and restrictions, if any, may apply to Subscriptions placed via an Order Form, and in such cases, the terms of the Order Form and/or supporting agreements will govern where conflicts exist between these Terms and the Order Form or supporting agreements.

If you enroll in Beta Features, Huntress Labs grants you a license under the same terms of your corresponding Subscription to the Platform you resold.

C. Software License.

Authorized Customers will need to download and install the Huntress Agent software to use with the Platform (collectively "**Software**"). Subject to these Terms, Huntress Labs grants Reseller a

limited, non-transferable, non-exclusive right to (i) install and execute the object code version of the Software separately or in conjunction with the Platform solely for Your reselling purposes, and (ii) to grant Authorized Customers non-exclusive, non-transferable licenses to install and execute the object code version of the Software in accordance with the terms of Exhibit B. Reseller acknowledges that all rights, title and interest in the Software, including but not limited to copyrights, patents, trade secrets, and other proprietary rights, shall remain with Huntress Labs and its licensors, except for the limited rights granted to Reseller herein. Reseller shall not remove any proprietary notices or labels from the Software.

Reseller shall be responsible for all uses of the Platform by the Reseller's authorized users and Authorized Customers regardless of whether such use is authorized or not by Reseller or Huntress Labs.

Reseller shall be solely responsible for: (i) procuring, at your expense, the necessary environment at your location(s) in order to access and use the Platform including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "**Reseller Systems**"); (ii) complying with all laws, rules and regulations related to your use of Reseller Systems and the Platform hereunder; (iii) changing your user names and passwords if you believe that the same have been stolen or might otherwise be misused.

Reseller will comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of information and the prohibition on the use of telecommunications facilities and other mediums to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material.

Reseller is solely responsible for the delivery and results of any and all Managed Services (as defined below), including all of its agreements, commitments, acts, omissions, obligations, warranties, representations or misrepresentations in connection therewith, and agrees to: (i) defend Huntress Labs against all claims and lawsuits in any form brought by Reseller's Customers or any other third party against Huntress Labs arising out of, or in connection with, the Managed Services; and (ii) to indemnify and hold harmless Huntress Labs against all resulting liabilities, losses, damages, costs and expenses (including attorney and expert witness fees) incurred by Huntress Labs. Reseller acknowledges and agrees that Reseller is solely responsible for ensuring that each Authorized Customer is aware of the material terms of this agreement. For the avoidance of doubt, ("**Managed Services**") means the services, software, hardware, goods and support offered by Reseller to its customers (including the delivery, management, support and use of the Huntress Platform and the remediation of incident reports received on behalf of any Authorized Customer). Huntress Labs will have no obligation to provide any support to any Authorized Customer.

D. Reserved.

E. Reserved.



6. Order Form Purchases.

A. Payment Terms.

Payment is subject to the terms specified in the Order Form.

B. Subscriptions.

Subscriptions are subject to the terms specified in the Order Form.

C. Renewals.

Renewals are subject to the terms specified in the Order Form.

D. Your Option to Terminate.

Your option to terminate is subject to the terms specified in the Order Form.

7. Online Store Purchases.

A. Payment Terms.

Online Store purchases do not include those purchases that are made through and subject to an Order Form. If Reseller purchases a Subscription to the Platform through the Online Store either for resell or for Internal Use, Reseller expressly agrees that Huntress Labs is permitted to invoice and charge your credit card or accepted payment account the applicable fees, any applicable taxes and any other charges that you may incur with Huntress Labs in connection with your use of the Platform and that such fees, taxes and related charges will be billed to the credit card or accepted payment account that you provide at the time a fee or charge is due and payable. Each monthly invoice will set forth the amounts payable for both monthly and annual Subscriptions.

For Subscriptions that are billed monthly, Reseller will be charged for the minimum number of Huntress Agents based on the Subscription tier selected at checkout. Reseller will also be charged for each additional Huntress Agent over the minimum based on the per Huntress Agent price of the Subscription tier.

For Subscriptions that are billed annually, Reseller will be charged for the number of Huntress Agents based on the Subscription tier selected.

(1) We use a third party payment processor (the "**Payment Processor**") to bill you. Huntress Labs does not store any of your credit card information or other payment information, and this information will not be shared with any company other than the Payment Processor. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for errors by the Payment Processor. By utilizing the Platform, you agree to pay us, through the Payment Processor, in accordance with the applicable payment terms.

(2) If payment is not received or cannot be charged to your credit card or accepted payment account for any reason in advance of the applicable Subscription period, Huntress Labs reserves the right to either suspend or terminate your access to the Platform. Overdue balances are subject to interest at the rate of one and one-half percent (1.5%) per month, or the highest rate allowable by law, whichever is less. In the event you fail to make timely payment, you will be responsible for all reasonable expenses (including attorneys' fees) incurred by Huntress Labs in collecting such amounts.

(3) All fees are payable in U.S. Dollars and are non-refundable.

(4) The prices do not include any taxes and you shall pay any applicable sales use, excise, withholding or other taxes applicable to sale or furnishing of the Platform. If sales tax is applicable, we will either (i) collect and remit such tax to the relevant State authority or (ii) you are responsible for paying this tax directly to the relevant authority.

B. Subscription.

A Subscription to the Platform is provided on an annual basis (the "**Subscription**"). Each Subscription begins on the date you subscribe an Authorized Customer to the Platform. You are subscribing Authorized Customers to the Platform for the full length of the applicable Subscription. This means that if you terminate prior to the end of the then-current Subscription or we terminate access to the Platform as a result of your Default (including without limitation, your failure to pay any sum due hereunder, for suspected fraud or other activity, and/or for other breach of these Terms – each, a "**Default**"), you will be responsible for any applicable charges for the full Subscription as if your Authorized Customer had continued usage through the end of the then-current Subscription, including, without limitation, outstanding charges and unbilled charges. In addition, you will not be entitled to a refund for any unused portion of prepaid Subscription charges. If you resell any Subscriptions that are billed on an annual basis, usage shall not exceed the maximum number of Huntress Agents included in said Subscriptions. Huntress Labs reserves the right to cap usage above any maximum amounts mutually agreed upon by the parties. If you wish to modify an existing Subscription you may either (i) switch to a higher maximum Huntress Agent Subscription at any time without extending the original duration of your Subscription at the same price per Huntress Agent of the existing Subscription or (ii) extend your Subscription for the same duration of the preceding Subscription at the current pricing when the change is made effective.

C. Renewal Subscriptions.

1. Reserved.

2. Term Plan.

Unless you opt-out at least thirty (30) days prior to the end of each current Subscription, the Subscription will automatically renew for the same duration of the original order at the then-current price for the Platform.

D. Your Option to Terminate.

For Online Store purchases only, you may terminate a Subscription to the Platform at any time and if you terminate at least thirty (30) days prior to the next Subscription renewal term you will not be obligated to pay any additional fees for upcoming Subscription renewal terms but any Subscription fees that you have paid in advance will not be refunded. By terminating a Subscription per this clause, you are not released from your obligations for the remainder of the current Subscription. For clarity purposes, purchases made using an Order Form are not subject to this Section 7.

8. Termination and Suspension.

A. Termination.

Huntress Labs may terminate access to and use of all or any part of the Platform (i) upon notice in the event Reseller materially breaches these Terms and does not cure such breach within thirty (30) days' of Huntress Labs' notice thereof; or (ii) immediately upon notice if Huntress Labs reasonably determines that such termination is necessary to comply with changes in applicable law.

B. Suspension.

Huntress Labs reserves the right to suspend access to and use of the Platform as it may deem appropriate in response to actual or suspected violations of these Terms if Huntress Labs reasonably concludes that you are using the Platform: to engage in illegal activity; outside the scope of the license; in a manner that is or may cause harm to Huntress Labs or others. You agree that Huntress Labs shall not be liable to you nor to any third party for any suspension of the Platform under such circumstances as described in this section.

C. Reserved.

D. Survival.

Sections 8(D) and 9 through 23 shall survive any termination of the Terms.

9. Services that Make Modifications to a Computer.

The Huntress Platform includes services and functionality that may make modifications to a computer system in order to prevent, respond, remediate, and/or recover from a security incident. These services are provided as part of the Platform to better assist users. While Huntress Labs takes reasonable steps to mitigate the possibility of these services causing any adverse effects to your computer systems where the actions are executed, including requiring users/agents to

review and approve any actions, Huntress Labs cannot and does not guarantee, and Reseller shall not guarantee, any particular results, effects or performance either suggested by Huntress Labs or specified by a user, prior to implementing such action, either suggested by Huntress Labs or specified by a user, prior to implementing such actions. Reseller will require Customers to acknowledge that by using the Huntress Platform, including the services that make these modifications, you understand and agree that Huntress Labs shall not be liable to Customer for any delay(s), error(s), or issue(s), including any instability or other adverse effects arising from any actions or omissions taken or made with respect to the Customer user's computer systems via the Platform.

10. Automatic Removal of Software upon Termination of Service.

Access to the Platform is restricted to Subscriptions that are valid and current and any Huntress Agents associated with such expired Subscriptions still running will be automatically instructed to remove/delete themselves from the computer(s).

11. Ownership.

You recognize and agree that the Platform and the Software contain valuable assets, proprietary information and intellectual property of Huntress Labs and its licensors, and are made available to you under these Terms. Huntress Labs (and its licensors) retain all right, title, and interest in the Platform and Software, including any and all intellectual property rights. Huntress Labs (and its licensors) reserves all rights not expressly granted in Section 5.

12. User Data.

The Software together with the Platform may collect certain data and information about any Customers' use and their individual users' use of the Platform ("**User Data**"). Any personally identifiable information contained in User Data provided to Huntress Labs will be treated as set forth in the Huntress Labs Privacy Policy available at <https://huntress.io/privacy.html> as amended from time to time, and Reseller will require Customers to acknowledge such privacy policy prior to granting any such Customer access to the Platform. With the exception of any personally identifiable information you or your Customers' individual users submit, any information you transmit to Huntress Labs via the Platform related to the functionality of the Platform and Software, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of Huntress Labs. Huntress Labs also owns all data generated by the Platform and Software, and any statistical information related to the usage, traffic patterns and behavior of the users of the Platform ("**Statistical Data**") (so long as such Statistical Data will not include personally identifying User Data).

13. Prohibited Use.

You will not: (i) use the Platform or Software for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Platform or Software (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Huntress Labs may use to prevent or restrict access to the Platform or Software or otherwise interfere with any other party's use and enjoyment of the Platform; (iv) use your account or the Platform or Software to infringe any intellectual property or other right of any other third party or (v) use the Website in breach of these Terms. Huntress Labs may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to our Privacy Policy, Huntress Labs reserves the right at all times to disclose any information as Huntress Labs deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Huntress Labs' sole discretion.

14. Warranty Disclaimer.

THE HUNTRESS PLATFORM AND SOFTWARE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND HUNTRESS LABS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT COMPLIANCE WITH LAW, SECURITY, ABSENCE OF VIRUSES OR OTHER MALICIOUS SOFTWARE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HUNTRESS LABS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT (A) THE PLATFORM OR SOFTWARE ARE CORRECT, ACCURATE, RELIABLE, COMPLETE, OR TIMELY, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED, (B) THE FUNCTIONS OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE USE OF THE PLATFORM WILL RESULT IN ANY PARTICULAR RESULTS. ANY PAST RESULTS RECEIVED BY YOU AND YOUR CUSTOMERS WITH RESPECT TO THE PLATFORM ARE NOT INDICATIVE OF FUTURE RESULTS.

HUNTRESS LABS DOES NOT GUARANTEE THAT THE PLATFORM WILL GUARANTEE SECURITY, DETECTION, OR MITIGATION OF ALL MALICIOUS SOFTWARE. HUNTRESS LABS DOES NOT WARRANT THAT THE PLATFORM WILL PROTECT OR SECURE FILES, NETWORKS, SERVERS, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD PARTY MALICIOUS ATTACKS. YOU ACKNOWLEDGE THAT HUNTRESS LABS OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT AND THE BENEFIT OF YOUR AUTHORIZED CUSTOMERS ONLY.

THE HUNTRESS LABS BETA FEATURES, IN ADDITION TO THE DISCLAIMERS PROVIDED HEREIN, ARE OFFERED SOLELY FOR INFORMATIONAL OR

EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME WITH NO ADVANCE NOTICE IN HUNTRESS LABS' SOLE DISCRETION. HUNTRESS LABS WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS, OR ANY DATA LOSS, CORRUPTION OR ERRORS ARISING DIRECTLY OR INDIRECTLY FROM SUCH BETA FEATURES.

Any content and other information contained within the Platform and Software has been prepared by Huntress Labs as a convenience to its users and is not intended to constitute advice or recommendations upon which a user may rely. Huntress Labs makes no warranty or guarantee about the accuracy, completeness, or adequacy of any such content or other information contained in or linked to the Platform or Software. **USE OF THE PLATFORM AND SOFTWARE IS AT YOUR AND YOUR CUSTOMERS' SOLE RISK.** You and your Customers are solely responsible for any and all acts or omissions taken or made in reliance on the Platform or the information contained therein, including inaccurate or incomplete information. In accordance with these Terms or Service, Huntress Labs makes no warranty claims to the continued availability of its services or features.

15. Limitation of Liability.

IN NO EVENT SHALL HUNTRESS LABS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE PLATFORM OR SOFTWARE (I) FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN). IN NO EVENT SHALL HUNTRESS LABS' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS, THE USE OF THE PLATFORM AND THE SOFTWARE EXCEED THE GREATER OF (I) THE AMOUNT PAID BY YOU TO HUNTRESS LABS IN THE PRECEDING THREE (3) MONTHS OR (II) FIFTY DOLLARS (\$50.00).

Reseller acknowledges and agrees that the fees and other charges which Huntress Labs is charging under this agreement do not include any consideration for assumption by Huntress Labs of the risk of Reseller's indirect, consequential or incidental damages or of unlimited direct damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

16. Indemnification.

You agree to defend, indemnify and hold harmless Huntress Labs, its members, affiliates and/or partners, and its and their officers, directors, partners, shareholders agents, licensees and

employees from and against all claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees that may, at any time, arise out of or relate to (i) your unauthorized or unlawful use of the Platform or Software (ii) your breach of these Terms as stated herein or (iii) the infringement by you or any third party using your account, of any intellectual property or other right of any third party. Huntress Labs reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Reseller, in which event Reseller will assist and cooperate with Huntress Labs in asserting any available defenses.

Upon Huntress Labs' sole determination that the Platform infringes upon the rights of any third party, Huntress Labs may, at its sole discretion and own cost and expense, either: (i) procure the right for Reseller to continue to license the Platform (at Huntress Labs' sole cost and expense); (ii) modify the Platform in such a way that the use thereof does not infringe on the rights of third parties; or (iii) terminate these Terms by notice to Reseller and refund on a pro-rata basis any fees paid in advance for the license to use the Platform.

Huntress Labs shall have no liability or obligation hereunder with respect to any infringement claim if such infringement is caused by (i) a modification made by Reseller; (ii) use of the Platform in an application or environment in violation of the Terms; (iii) Reseller's unauthorized use of the Platform; or the combination, operation or use of the Platform with other third party product(s) not supplied by Huntress Labs. You agree to indemnify and hold harmless Huntress Labs from and against all liabilities, obligations, costs, expenses and judgments, including court costs, reasonable attorney's fees and expert fees, to the extent arising out of any of the circumstances stated in this paragraph. The remedies set forth above are the SOLE AND EXCLUSIVE remedies of Reseller for the infringement of third party intellectual property rights by Huntress Labs.

17. Force Majeure.

Huntress Labs shall not be liable for any failure or delay in performance if such failure or delay arises from any cause or causes beyond its reasonable control including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, pandemics, floods, sabotage, fire, natural or other disasters.

18. Notices and Electronic Communications.

The communications between you and Huntress Labs may take place via electronic means, whether you visit the Website or send Huntress Labs emails, or whether Huntress Labs posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Huntress Labs in electronic form; and (b) agree that all terms and conditions, agreements, notices, and other communications that Huntress Labs provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C.



§7001 et seq. As part of providing you the Platform, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Platform and your Huntress Labs account, which you may not be able to opt-out from receiving unless you terminate your account. Any notice or communication that you desire or are required to send Huntress Labs under these Terms should be sent to Huntress Labs through one of the means listed in Section 22 below.

19. Entire Agreement.

These Terms together with your Order Form (if any) constitute the entire agreement between Huntress Labs and you with respect to the subject matter contemplated herein and supersedes any prior agreements between Huntress Labs and you regarding use of the Platform and Software, including prior versions of these Terms. Any different or additional terms of any related quote, purchase order, confirmation, or similar order form provided to Huntress Labs is hereby rejected and shall have no force or effect.

If you have entered into a separate Master Services Agreement or other written agreement with Huntress Labs, the terms in such Master Services Agreement will control your use of the Platform and Software.

20. Export Controls.

You acknowledge that the Platform and Software are subject to the U.S. Export Administration Regulations (the "EAR") and the sanctions programs administered by the Office of Foreign Assets Control ("OFAC") and that you will comply with the EAR and OFAC sanctions. You will not export or re-export these products, directly or indirectly, to: (1) any regions or countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the US government. Further, you will not use the Platform from locations subject to comprehensive OFAC sanctions. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use these products.

21. Governing Law, Jurisdiction, Venue, and Disputes.

These Terms are governed by the laws of the State of Maryland, USA and the federal U.S. laws applicable therein, excluding its choice of law provisions. Any claim or dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of state or federal courts located in Baltimore County, Maryland, and you hereby consent and submit to the personal jurisdiction of such courts. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees. You agree that the Uniform

Computer Information Technology Act (UCITA) and the United National Convention on Contracts for the International Sale of Goods will not apply to these Terms. The section headings are for convenience and do not have any force or effect. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises.

22. Miscellaneous.

A. Waivers.

A waiver by any party of its rights under the Terms shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on any occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no usage of trade or other regular practice or method of dealing between or among the parties to the Terms shall be used to modify, interpret, supplement, or alter in any manner the terms of the Terms.

B. Independent Contractor.

The parties to the Agreement are independent contractors and nothing in the Agreement shall be deemed to make either party an agent, employee, or partner of the other party. Neither party shall have any authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

C. Expenses and Attorneys' Fees.

In the event any action is brought to enforce any provision of the Agreement or any Insertion Order or to declare a breach of these terms, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorneys' fees, incurred thereby.

D. Severability and Injunctive Relief.

It is understood and agreed by the parties to these terms that it is their intention that if a court of competent jurisdiction shall determine that any of the terms of these terms are invalid or otherwise unenforceable, that such court shall substitute terms, therefore, with such court determines are enforceable, so as to result in the enforcement of the original terms to the maximum extent permitted by law. The Reseller agrees that any non-compliance with the terms of these terms, or any unauthorized or improper use of any Huntress Labs trademarks or materials will cause irreparable damage to Huntress Labs. The Reseller therefore agrees that if the Reseller engages in any one or more of such noncompliance, unauthorized use and improper use of Huntress Labs trademarks or materials, during or after the Term of License, Huntress Labs shall be entitled to seek both temporary and permanent injunctive relief against the Reseller from

any court of competent jurisdiction, in addition to all other remedies which Huntress Labs may have at law, in equity or otherwise.

E. Interpretation.

Section headings are for reference only, and shall not be construed as substantive parts of these terms. Each capitalized term used in these terms (including any schedule or exhibit of these terms) shall have the meaning attributed to it in any part of these terms (including any such schedules or exhibits).

F. Permitted Subcontractors.

Each party shall be fully responsible for the violation of these terms by their respective service provider or other subcontractor utilized.

23. Contacting Us.

If you have any questions or concerns about these Terms, please contact us at support@huntress.com or at the mailing address provided below.

Huntress Labs Incorporated
6021 University Blvd., Suite 450
Ellicott City, MD 21043

Exhibit A - Fees and Payment

Current Fees and Payment information for Huntress Labs is available at <https://reseller.huntress.io/resellers/billing>.

Exhibit B - Minimum Terms for Customer

1. A provision limiting Customer's use of the Platform in the same manner as Section 4.K(ii) of these Terms.
2. A provision requiring Customer to comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including the Export Administration Regulations promulgated by the Bureau of Industry and Security, and not to export, re-export, or cause the export of Subscriptions to the Platform in violation of such laws or regulations, or without all required licenses and authorizations.
3. A provision limiting the term to one-year terms, and one-year renewals.

4. A provision that requires the Customer, upon termination of the agreement between Customer and Reseller, to discontinue use and return or destroy all copies of any documentation related to the Platform.
5. A provision disclaiming all representations or warranties by Huntress Labs and its suppliers with respect to the Platform in the same manner as Section 14 of these Terms.
6. A provision limiting Huntress Labs' and its suppliers' liability for any damages, whether direct, indirect, incidental or consequential.
7. A provision that reserves ownership of the Platform and Software in Huntress Labs.
8. A provision that prohibits assignment of the agreement by Customer without consent.
9. A provision that expressly names Huntress Labs as an intended third party beneficiary of the agreement, with the right to enforce its terms or the terms relating to the Platform directly against the Customer.
10. Provisions covering Reseller's obligations under Sections 9, 11, 12, 13.
11. A provision requiring Authorized Customers to accept the current posted Terms of Usage to access the Platform at https://huntress.io/terms_of_service.html.
12. A provision covering Authorized Customers requirement to be solely responsible for: (i) procuring, at their own expense, the necessary environment at their location(s) in order to access and use the Platform including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "**Authorized Customer Systems**"); (ii) complying with all laws, rules and regulations related to their use of Authorized Customer Systems and the Platform hereunder; (iii) changing their user names and passwords if believed those have been stolen or might otherwise be misused.
13. A provision prohibiting the Authorized Customer from: (i) reselling, distributing, renting, operating as a service bureau or otherwise sublicensing the Platform or Software to any third parties; (ii) reverse engineering, decompiling or deconstructing the Software (except to the extent permissible by applicable law); (iii) publishing any benchmarking results; or (iv) removing, obscuring, blurring or tarnishing any proprietary notices in the Software.



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14. A provision requiring the Authorized Customer to immediately discontinue any use of the Platform and Software upon the termination or expiration of its agreement, for any reason.