



## Huntress Labs Reseller Agreement

Last Updated and Effective April 13, 2025

This Reseller Agreement (“**Agreement**” or “**Terms**”) is entered into by and between Huntress Labs Incorporated, a Delaware corporation, headquartered at 6996 Columbia Gateway Drive, Ste 101, Columbia, MD 21046, USA (“**Huntress**”), and the entity who accepts this Agreement (“**Partner**” or “**You**” or “**Your**”). This Agreement incorporates any signed Authorization, amendment, and related Orders. Capitalized terms have the definitions set forth in Exhibit A, unless defined elsewhere in this Agreement. Huntress and Partner may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

BY REGISTERING TO USE THE ONLINE PORTAL, ELECTRONICALLY SIGNING, CLICKING A BOX INDICATING ACCEPTANCE, EXECUTING AN ORDER FORM REFERENCING THIS AGREEMENT, OR USING THE SERVICES IN ANY MANNER, YOU ARE ENTERING INTO A BINDING, LEGAL CONTRACT WITH HUNTRESS 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 ARE AGREEING TO THIS AGREEMENT AS A REPRESENTATIVE OF AN ENTITY OR ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR ORGANIZATION AND “PARTNER” REFERS TO THAT ENTITY AND ALL THE USERS OF THAT ENTITY. IF YOU/PARTNER DO NOT AGREE WITH ALL OF THESE TERMS, DO NOT ACCESS THE ONLINE PORTAL OR SERVICES OR ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO RESELL, ACCESS, OR OTHERWISE USE THE SERVICES.

WHEREAS the Parties wish to specify the terms and conditions by which Partner may resell Huntress’ Services, and THEREFORE, the Parties agree as follows:

### 1. Appointment as a Partner

- a. **Appointment.** Subject to Huntress’ acceptance of Partner into the Partner Program and Partner’s continued meeting of its qualifications, Huntress hereby appoints Partner as a non-exclusive reseller of Subscriptions to the Services as set forth in the Authorization, and Partner hereby accepts such appointment on these terms and conditions.
- b. **Term.** Unless otherwise stated in the Authorization or in writing, the initial term of this Agreement shall be for a period commencing on the Start Date and continues for a period of twelve (12) months, or for such period of time as agreed by the Parties (“**Initial Term**”). Thereafter, this Agreement shall automatically renew for subsequent periods equal to the Initial Term unless a Party provides at least (30) days prior notice to the other Party.
- c. **Partner Program.** The Partner Program may offer benefits to Partner, including discounts, SPIFFs, and other features, as applicable to Partner’s Territory, volume of sales, and other criteria, as posted in the Online Portal or otherwise made available by Huntress (“**Partner Program**”). Modifications to the Partner Program are effective once posted to the Online Portal or at such time as designated by Huntress.
- d. **Order Procedure.** All Orders are subject to this Agreement and, at a minimum, shall specify the type, quantity, and duration of the Subscription ordered, the price, the Customer’s complete name and address, and any other information reasonably requested by Huntress. By submitting an Order, Partner represents and warrants that it is authorized to transact on behalf of Customer for a subscription consistent with the Order submitted to Huntress.

Partner agrees that any purchase and sale of Subscriptions is subject to Huntress' acceptance of the Order and shall not be binding until such time as both Huntress and the Customer agree to the Order and the Terms of Service. At such time, the Customer shall be an **"Authorized Customer."** Each accepted Order is interpreted as a single agreement. Unless otherwise authorized in writing by Huntress, Partner may not cancel any Order once such order has been accepted by Huntress.

- e. **Activation of Subscriptions.** Partner acknowledges that Huntress may (a) activate the Subscriptions for immediate use by the Authorized Customer, and/or (b) directly communicate with the Authorized Customer regarding Huntress' obligations and the Authorized Customer's use of the Services during and after termination of this Agreement.
- f. **Subresellers.** Unless otherwise stated herein or agreed to in writing by Huntress, Partner is explicitly prohibited from reselling Subscriptions for further reselling. This includes a prohibition against reselling the Subscriptions to a customer to include as part of a Managed Services offering.
- g. **No Internal Use Without a Paying Subscription.** The right to purchase Subscriptions is provided to Partner solely for resale to Authorized Customers. Partner is not permitted to, and will not, use the Services except for demonstration purposes or through a valid paying Subscription.

## 2. Partner Obligations

- a. **Promotion and Renewal Efforts.** Partner shall use reasonable efforts to market and promote the Services to Customers in the Territory in accordance with these Terms and the Authorization, including collaborating with Huntress to market and promote upsells and expansion of Services to Authorized Customers. Partner shall also use reasonable efforts to renew Subscriptions with its Authorized Customers in a timely fashion (*i.e.*, at least thirty (30) days before expiration). Huntress may communicate with Customers to assist Partners with the responsibilities of this section. Partner shall cooperate with and may participate in Huntress' promotional, marketing, and advertising programs.
- b. **Business Conduct.** Partner will: (a) conduct business in a manner that reflects favorably at all times on the Services and the good name, goodwill and reputation of Huntress; (b) pay all costs and expenses incurred in the performance of Partner's obligations under this Agreement unless otherwise agreed by Huntress in writing; (c) make no representations, warranties, guarantees, or other written or oral statements with respect to the Terms of Service or the specifications, features or capabilities of the Services that are inconsistent with the Terms of Service or Documentation; and (d) not engage in unfair, deceptive, misleading, fraudulent, unlawful or unethical practices.
- c. **Huntress Supported Subscriptions.** For all **"Huntress Supported Subscriptions"** (as designated in an Order), Huntress manages the relationship with the Authorized Customers, including assisting with the delivery, management, support, implementation, onboarding, installation, configuration, and use of the Services, and remediation of incident reports received on behalf of any Authorized Customers. Partner acknowledges and agrees that it (a) shall collect its fees from Customer and remit the Fees to Huntress per these Terms; (b) shall have no ownership interest or control over any Subscriptions; and (c) shall not include Subscriptions to the Services as part of any Managed Services offering.
- d. **Deal Registration.** For Huntress Supported Subscriptions, or unless otherwise agreed in writing by Huntress, Partner must submit each potential Customer opportunity to Huntress for

registration, in accordance with Huntress' Partner Program deal registration requirements as published on the Online Portal. All registrations are subject to acceptance by Huntress. Registration does not constitute a pricing commitment or discount commitment to a particular Customer account or opportunity. By submitting a registration request, Partner represents and warrants that it is authorized to transact with the Customer. Registrations are considered invalid if: (a) Partner is not authorized to transact with the Customer prospect; or (b) the transaction is outside of Partner's Authorization. A registration will be considered a properly **"Registered Deal"** if: (i) such sales opportunity has not already been registered by Huntress or another Huntress partner; (ii) Huntress determines that such opportunity otherwise meets all of Huntress' current deal registration requirements; and (iii) Partner receives written confirmation from Huntress that the registration has been approved. Partner shall submit an Order to Huntress for the sales opportunity within ninety (90) days of registration approval; after ninety (90) days it becomes an Unregistered Deal if not converted to an Order. Upon Partner's written request, Huntress may, at its discretion, extend the foregoing ninety (90) day period for an additional forty-five (45) days. All other opportunities are **"Unregistered Deals"** for pricing and discounting purposes.

- e. **Partner Supported Subscriptions.** For all **"Partner Supported Subscriptions"** (as designated in an Order), Partner shall manage the relationship with the Authorized Customer and is solely responsible for the delivery and results of all Managed Services, including all of its agreements, commitments, acts, omissions, obligations, warranties, representations, or misrepresentations in connection therewith. **"Managed Services"** means the sales, marketing, quoting, payment, delivery, management, support, implementation, onboarding, installation, configuration, and use of products and services, including the Services, and remediation of incident reports received on behalf of Authorized Customers. For Partner Supported Subscriptions, Partner shall provide all services for the Services to the Authorized Customer before escalating to Huntress for troubleshooting and assistance.
- f. **Restrictions.** Except as authorized under any applicable Order(s), Partner will not (and will not permit any third-party to): (a) provide access to, or otherwise make available, the Services to any third-party inconsistent with this Agreement; (b) make or disseminate any disparaging comments and/or statements concerning the Services, or market, distribute, license or sell any Services in a manner that is likely to cause harm to, or diminish the value of, the Huntress brand; (c) modify, copy, translate, or create derivative works of, the Service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain or derive the source code or non-public APIs or algorithms of the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Huntress); (e) use the Services to store or transmit malicious or disruptive code; (f) attempt to interfere with or disrupt the integrity or performance of the Services, or to gain unauthorized access to the Services; (g) remove or obscure any copyright labels or proprietary notices contained in the Service; (h) use the Services to benchmark the Services or to build similar or competitive products or services; (i) use the Services in violation of this Agreement, the Terms of Service, or applicable law; or (j) obtain or distribute the Services through channels or markets not authorized by Huntress.
- g. PARTNER ACKNOWLEDGES AND AGREES THAT IF IT IS IN BREACH OF ANY OF ITS OBLIGATIONS SET OUT ABOVE IN THIS SECTION, HUNTRESS MAY, AT ITS SOLE OPTION AND WITHOUT LIMITING ANY OTHER REMEDIES AVAILABLE TO IT UNDER APPLICABLE LAW, UPON NOTICE TO PARTNER: (A) TERMINATE THIS AGREEMENT OR CEASE TO PERFORM ITS OBLIGATIONS HEREUNDER; OR (B) REDUCE OR REMOVE PARTNER'S STATUS AND/OR REDUCE PARTNER'S DISCOUNT (if applicable).

### 3. Subscription Term; Fees; Renewals

- a. **Fees & Subscription Term.** Partner shall pay Huntress all fees set forth in each Order (the “**Fees**”), which shall reflect any Discount off the Price List offered to the Partner, for the full length of the applicable Subscription Term. This means that if Partner terminates this Agreement prior to the end of the current Subscription Term or Huntress terminates access to the Services as a result of Partner’s Default (including without limitation, Partner’s failure to pay any sum due hereunder, for suspected fraud or other activity, and/or for other breach of these Terms – each, a “**Default**”), Partner will be responsible for any applicable charges for the full Subscription Term as if Partner’s Authorized Customer had continued usage through the end of the current Subscription Term, including, without limitation, outstanding charges and unbilled charges, unless such Authorized Customer agrees to continue the Subscription directly with Huntress. Partner will not be entitled to a refund for any unused portion of prepaid Subscription charges.
- b. **Customer Pricing.** Partner, in its sole discretion, will establish the fees it charges to Authorized Customers applicable to the resale of the subscription, and Partner 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. Partner is obligated to pay Huntress the applicable Fees regardless of when or if Reseller collects such fees from Authorized Customers. For all Huntress Supported Subscriptions, Partner will not establish fees less than Huntress’ current minimum pricing as communicated to Partner through the Online Portal or otherwise.
- c. **Payment.** If Partner purchases a Subscription through the Online Portal or otherwise provides a credit card, ACH, wire, or other payment account details (“**Payment Account**”) to Huntress, then Partner expressly agrees that Huntress is permitted to invoice and charge the Payment Account the applicable Fees, any applicable taxes, and any other charges that Partner may incur with Huntress in connection with its use of the Services. All Fees are due payable to Huntress upon execution of the Order (unless otherwise agreed in the Order), but in no event greater than thirty (30) days from the date of an invoice. Partner will be charged for the minimum Licensed Units based on the Subscription Order. Huntress’s monitoring systems will be used to track purchases and usage of the Services. Partner will also be charged for each additional Licensed Unit over the minimum based on the per unit Fee of the Subscription.
- i. **Third-Party Processor.** We may use a third-party payment processor (the “**Payment Processor**”) to collect payment from the Payment Account. In such cases, Huntress will share the Payment Account information with the Payment Processor and 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 Services, You agree to pay us, through the Payment Processor, in accordance with the applicable payment terms.
- ii. **Late Fees.** If payment is not received when due, Huntress reserves the right to either suspend or terminate access to the Services. 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 Partner fails to make timely payment, Partner will be responsible for all reasonable expenses (including attorneys’ fees) incurred by Huntress in collecting such amounts.
- iii. **Taxes.** Fees are exclusive of any applicable governmental excise, sales, use, VAT, GST, income, withholding, and other taxes or levies, however designated. Partner shall pay all such taxes levied or imposed by reason of Partner’s purchase of the Services and the transactions hereunder, including collecting owed taxes from its

Authorized Customers, except for taxes based on Huntress's income. If Partner or Authorized Customer is exempt from any taxes, it shall promptly provide Huntress with satisfactory evidence of such exemption, or it shall be liable and invoiced for such taxes.

- iv. **License Upgrade.** You may switch an Authorized Customer to a higher minimum license tier Subscription at any time. Doing so will start a new Subscription of the same duration as the original paid Term (unless otherwise specified by the Order, twelve (12) months), at the current pricing in the Price List less the applicable Discount, with a new effective date as of the last billing date.
- v. **Currency.** All Fees are payable in U.S. Dollars, unless otherwise specified. For Partners who pay the Fees in a foreign currency (i.e., non-U.S. Dollars), Huntress reserves the right to adjust the Fees for the active Subscriptions should the U.S. dollar depreciate or appreciate by more than ten percent (10%) from the Start Date.
- d. **Renewals.** All Subscriptions will automatically renew for the same duration of the paid Subscription at the current pricing in the Price List less the applicable Discount for the Services under the current Terms, unless opted out of at least thirty (30) days prior to the end of the Subscription Term. To opt out of the auto-renewal, notice must be given to Huntress at least thirty (30) days prior to the end of the Subscription Term via the Online Portal or through the account representative.

#### 4. Intellectual Property

- a. **Title.** Huntress retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, trade name and copyright, whether registered or not registered, in and to the Services, the underlying software and technology thereof, the Documentation, the Online Portal, the Marketing Materials, the Marks, and any derivative works, modifications, or improvements of any of the foregoing. Huntress also owns all aggregated and anonymized statistical and performance information related to the provision and operation of the Service, which is inherent to, and necessary for, Huntress' provision of the Services. Huntress reserves all rights in the Services not expressly granted herein, and no other license or implied rights of any kind are granted or conveyed.
- b. **Trademark & Marketing Materials License.** Subject to the terms and conditions of this Agreement, Huntress hereby grants Partner a limited, non-exclusive and non-transferable right, without the right to sublicense, solely within the Territory, to utilize, translate, distribute, and/or reproduce the Marketing Materials to promote the Services in the normal course of Partner's business. Partner may not modify any such Marketing Materials without Huntress' prior written consent. Huntress further authorizes Partner to use Huntress' current and future trademarks, service marks and trade names ("**Marks**") solely in connection with the marketing and promotion of the Services pursuant to this Agreement, and such authorization is revocable by Huntress in its sole discretion.
- c. **Feedback.** Huntress may freely use and incorporate into the Services any suggestions, corrections, enhancement requests, or other feedback provided to Huntress by Partner or users of the Services ("**Feedback**"), provided that Huntress' use of such Feedback is anonymized and does not identify Partner or any User in any manner. Huntress shall own all intellectual property rights in the Feedback.
- d. **Partner Logo.** Partner grants to Huntress the right to use Partner's name and logo in advertising and marketing materials for purposes of identifying Partner as a Huntress

authorized Partner. Huntress's use of Partner's logo will be in accordance with Partner's reasonable usage guidelines as may be provided to Huntress from time to time.

## 5. Warranty Disclaimer

Huntress provides a limited warranty to each Authorized Customer for the Services as identified in the Terms of Service (the "**Limited Warranty**"). EXCEPT FOR THE LIMITED WARRANTY, THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, OR AS OTHERWISE SPECIFIED IN ANY APPLICABLE ORDER, THE SERVICES ARE PROVIDED "AS IS" AND HUNTRESS DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, SECURITY, ABSENCE OF VIRUSES OR OTHER MALICIOUS SOFTWARE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HUNTRESS FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL MEET PARTNER'S REQUIREMENTS OR WILL RESULT IN ANY PARTICULAR RESULTS, WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY PARTNER, OR THAT THE OPERATION OF THE SERVICES WILL BE ERROR OR BUG FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED OR REPAIRED. HUNTRESS DOES NOT GUARANTEE THAT THE SERVICES WILL GUARANTEE SECURITY, DETECTION, OR MITIGATION OF ALL MALICIOUS SOFTWARE. HUNTRESS DOES NOT WARRANT THAT THE SERVICES WILL PROTECT OR SECURE AUTHORIZED CUSTOMERS' FILES, NETWORKS, SERVERS, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD-PARTY MALICIOUS ATTACKS. PARTNER ACKNOWLEDGES THAT HUNTRESS' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR PARTNER'S BENEFIT ONLY.

## 6. Confidentiality

- a. **Definition.** "**Confidential Information**" means non-public information that is identified as confidential at the time of disclosure by the Disclosing Party or that should reasonably be understood by the Receiving Party to be confidential due to the nature of the information or the circumstances surrounding its disclosure. Huntress's Confidential Information includes all non-public information relating to the Services, including the Fees, performance or benchmark results, and any usage statistics. Confidential Information does not include information that: (a) is made generally available to the public without breach of this Agreement or of any existing confidentiality obligations governing such information; (b) is developed by the Receiving Party independently from and without reference to the Confidential Information; (c) is disclosed to the Receiving Party by a third-party who, to the Receiving Party's knowledge, is not under a confidentiality obligation with respect to that information; or (d) was in the Receiving Party's lawful possession prior to disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party.
- b. **Obligations.** Each Party (the "**Receiving Party**") shall protect the Confidential Information of the other Party (the "**Disclosing Party**") using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). The Receiving Party shall: (a) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in performance of its obligations under this Agreement or as otherwise authorized by the Disclosing Party in writing; and (b) limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who have a need to know such Confidential Information for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party's obligations under this Section shall survive termination

and continue for five (5) years from the date of termination of this Agreement. All Confidential Information shall remain the property of the Disclosing Party. Upon termination, the Receiving Party shall cease any use of the Disclosing Party's Confidential Information. Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all documents and tangible materials containing the Disclosing Party's Confidential Information and provide a signed document attesting to such return or destruction. If the Receiving Party is required by law or court order to disclose Confidential Information, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 7. Indemnification

- a. **Indemnification by Huntress.** Huntress will defend Partner against any third-party claim that the Services infringe any trademark, copyright, trade secret, or patent right and indemnify it against any settlements agreed to by Huntress or judgments finally awarded against Partner by a court of competent jurisdiction. In the event the Services are found to be infringing or if Huntress deems it advisable as the result of a claim or threatened claim, Huntress will, in its sole discretion (a) procure for Partner the right to continue using the Services; (b) replace or modify the Services so that it becomes non-infringing; or (c) if (a) and (b) are not reasonably practicable as determined by Huntress in its discretion, terminate this Agreement as to the infringing Services and refund on a pro-rata basis any Fees paid in advance for the Subscriptions for the Services. These remedies will be Partner's sole remedy for any infringement claim.

Huntress shall have no liability for any claim of infringement or liability based on or arising from (a) modification of the Services by Partner or an Authorized Customer or any third-party as not contemplated for in the Documentation; (b) data provided by Partner or an Authorized Customer; or (c) the combination or use of the Services furnished hereunder with materials or services not furnished by Huntress (collectively, items (a) through (c) shall be referred to as the "**Excluded Activities.**")

HUNTRESS'S OBLIGATIONS IN THIS SECTION SHALL BE ITS SOLE AND EXCLUSIVE LIABILITY TO PARTNER, AND PARTNER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS INVOLVING THE SERVICES.

- b. **Indemnification by Partner.** Partner shall indemnify and hold harmless Huntress from and against any third-party claim, including all liabilities, losses, damages, cost, and expenses (including reasonable attorneys' fees) incurred or suffered by Huntress, as the result of (a) any material breach of this Agreement by Partner; (b) any acts, omissions, or breaches of any other agreements by Partner, including any agreements relating to any services provided by or on behalf of Partner to its Customers and Authorized Customers; or (c) the Excluded Activities.
- c. **Procedure.** In asserting any claim for indemnification, the indemnified Party must provide prompt written notice describing the claim, and cooperate fully with the indemnifying Party. Any settlement of a claim will not include a specific performance obligation (other than to stop using the Services) nor an admission of liability by Huntress without its consent. The

indemnified Party may join in the defense of an indemnifiable claim with counsel of its own choice and at its own expense.

## 8. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY LOSS OF USE, LOST PROFITS, LOST REVENUE, INTERRUPTIONS OF BUSINESS, FAILURE TO REALIZE SAVINGS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) OR ANY OTHER THEORY, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS EXPRESSED HEREIN, IN NO EVENT WILL HUNTRESS OR ITS AFFILIATES' MAXIMUM CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES TO PARTNER FOR ANY CAUSE, REGARDLESS OF FORM, WHETHER IN CONTRACT OR IN TORT, EXCEED THE AMOUNTS PAID BY PARTNER TO HUNTRESS FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT.

THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

## 9. Termination

- a. **Termination for Convenience.** Except as otherwise specified, either Party may terminate this Agreement or license rights granted hereunder at any time, for any reason, with or without cause, upon thirty (30) days prior written notice to the other Party.
- b. **Termination for Breach.** This Agreement may be terminated immediately for cause by either Party in the event the other Party: (a) materially breaches this Agreement and, if capable of cure, fails to cure such breach within ten (10) days of written notice from the non-breaching Party, or, if incapable of cure, immediately upon such written notice; or (b) becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors.
- c. **Suspension.** Huntress reserves the right to suspend access to and use of the Services or terminate this Agreement as it may deem appropriate in response to non-payment or actual or suspected violations of Section 2(e)(Restrictions). For suspensions, Huntress reserves the right to cease operations of the Services until the reason for suspension is corrected. You agree that Huntress shall not be liable to You or to any third-party for any suspension of the Services or termination of the Agreement under such circumstances as described in this Section.
- d. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all rights granted to Partner under this Agreement shall immediately terminate and each Party shall promptly return or destroy all Confidential Information of the other Party. Upon termination of this Agreement, Partner will discontinue its use of all Marketing Materials and Marks and purge such from all of Partner's websites, material, letterheads, signs and any other media. Termination of this Agreement does not terminate any Subscription under this Agreement, which shall remain in full force and effect, and Huntress may continue to service such Subscription and Authorized Customer in perpetuity without any obligations to Partner. Partner shall not market, use, or resell the Services after the date of termination of this



Agreement. Upon termination: (a) Partner shall pay to Huntress all amounts due to Huntress under any outstanding invoices within thirty (30) days.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## 10. General Provisions

- a. **Governing Law.** These Terms are governed by the laws of the State of Delaware, United States and the federal U.S. and state laws applicable therein, excluding 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 Wilmington, Delaware, and Partner hereby consents and submits 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 reasonable attorneys' fees. 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. Partner agrees that the Uniform Computer Information Technology Act and the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- b. **Compliance with Laws; Anti-Corruption.** Each Party agrees to comply with all laws applicable to the actions and obligations contemplated by this Agreement, including those directed at corrupt acts. Each Party represents and warrants that, during the term of this Agreement, neither Party nor any of its officers, employees, agents, representatives, contractors, intermediaries, or any other person or entity acting on its behalf has taken or will take any action, directly or indirectly, that contravenes (a) the United States Foreign Corrupt Practices Act 1977, (b) the United Kingdom Bribery Act 2010, or (c) any other applicable anti-bribery laws or regulations anywhere in the world.
- c. **Compliance with Data Privacy Laws.** The Parties agree to comply with all laws applicable to the performance of their respective obligations under this Agreement, including obtaining appropriate consents and collecting and Processing Personal Data in accordance with Data Protection Laws and Regulations. If either Party Processes Personal Data provided by the other Party, it shall a) only Process that Personal Data for the purposes for which such data was provided; b) adopt standard industry practices applicable to data privacy/protection and data security to protect the Personal Data; c) upon request of the other Party, delete any Personal Data related to this Agreement and certify to the requesting Party that the data has been destroyed; and d) provide immediate written notice of any unauthorized access, use or disclosure of Personal Data or any security breach that could affect the other Party or its customers or could impact the activities to be performed under this Agreement and, in such event, immediately take reasonable remedial action as required by the Data Protection Laws and Regulations and as requested by the other Party.
- d. **Export & Sanctions Compliance.** Partner acknowledges that the Services are subject to the U.S. Export Administration Regulations and the embargo and sanctions programs administered by the Office of Foreign Assets Control. Partner is solely responsible for ensuring that the Services are used, accessed, and disclosed in compliance with Export Control and Sanctions Laws. Partner certifies that it and its authorized users/agents, or any Party that owns or controls Partner, are not (a) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial trade sanctions or trade embargoes imposed, administered, or enforced under applicable Export Control and Sanctions Laws, including Cuba, Iran, North Korea, Crimea, Donetsk and Luhansk Regions

of Ukraine, Belarus, Russia, and Syria; (b) an individual or entity on the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; or any other sanctions or restricted persons lists maintained under Export Control and Sanctions Laws; or (c) the target or subject of any Export Control and Sanctions Laws. Partner further certifies that it and its authorized users/agents will not, directly or indirectly, export, re-export, transfer, or otherwise make available the Services, or any data, information, software programs, and/or materials resulting from the Services to any person described in (a) through (c) or in violation of, or for any purpose prohibited by, Export Control and Sanctions Laws, including for proliferation-related end uses. Partner agrees that Huntress has no obligation to provide the Services where it believes the provision of the Services could violate Export Control and Sanctions Laws.

- e. **Government Restricted Rights.** This Section applies to all acquisitions of the Huntress software or Services by or for a federal government or government agency, or a state or local government or agency, including by any contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the government. The Services are a commercial product, licensed on the open market, developed entirely at private expense and without the use of any government funds. The Services, including related software and Documentation, are considered "commercial products," "commercial computer software," and "commercial computer software documentation," as such terms are used in 48 C.F.R. §§ 2.101, 12.212, 227.7202, as applicable, or equivalent provisions for other federal, state, or local government agencies. Consistent with and subject to 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7702-4, as applicable, or other equivalent laws, if the Services, software, Documentation are provided or licensed to government end-users, it is: (a) only as commercial products, and (b) with only such rights as are granted to all other commercial end-users pursuant to the Terms herein. Any provisions of this Agreement inconsistent with federal, state, or local law are not enforceable against the government. Unpublished rights are reserved under the copyright laws of the United States. This Section does not grant Partner, or its licensees, customers, distributors, agents, or contractors, any rights not specifically set forth in this Agreement, including without limitation any right to provide access or license to the Services or Huntress software to a federal government or government agency without express written permission by Huntress.
- f. **Records.** Partner shall keep complete and accurate records pertaining to this Agreement, including but not limited to, resale certificates for all instances of the Services sold by Partner (as applicable). All such records shall be kept in accordance with generally accepted accounting practices and all applicable laws. Huntress reserves the right to require Partner to provide documented evidence of its compliance with this Agreement, including obligations related to Authorized Customer purchase orders, to inspect or audit, or to have a reasonably agreed-upon third-party inspect or audit, such records to verify its compliance with this Agreement.
- g. **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, Partner 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.

- h. **Independent Contractor.** The Partner shall be appointed as an independent contractor and this Agreement shall not constitute a joint venture or partnership between the Parties and (other than expressly as provided in this Agreement) the Partner shall not hold itself out as Huntress' agent.
- i. **Notice; Electronic Communications.** Huntress may provide Partner with alerts and notices via a general or specific notice in the Online Portal or by electronic mail to the email address specified in Partner's account. Partner consents to receive communications from Huntress in such electronic form and agrees that all terms and conditions, agreements, notices, and other communications that Huntress provides to Partner electronically satisfy any legal requirement that such communications would satisfy if they were to be in writing. As part of this Agreement, Huntress may need to provide Partner with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and Your Huntress 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 under these Terms should be sent via electronic mail to [legal@huntress.com](mailto:legal@huntress.com).
- j. **No Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment or transfer in derogation of the foregoing shall be null and void, provided, however, that either Party shall have the right to assign the Agreement, without the prior written consent of the other Party, to the successor entity in the event of merger, corporate reorganization, or a sale of all or substantially all of such Party's assets, provided, however, that Partner shall not assign this Agreement to a competitor of Huntress without the prior written consent of Huntress. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
- k. **Force Majeure.** Neither Party will be responsible for any failure or delay of performance, other than for an obligation to pay money, caused by circumstances outside its reasonable control, including but not limited to utility or transmission failures, infrastructure and cloud services provider outages, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, pandemics, floods, sabotage, fire, natural or other disasters.
- l. **Miscellaneous.** This Agreement is the entire agreement between Huntress and Partner and supersedes all previous written and oral communications between the Parties with respect to the subject matter hereof. No varying terms or conditions stated in a purchase order or other ordering document or process (other than Orders) shall form any part of this Agreement, and all such terms and conditions shall be null and void. This Agreement may only be amended in a writing signed by duly authorized representatives of the Parties. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**EXHIBIT A****DEFINITIONS**

**“Authorization”** means Huntress’ authorization for Partner to resell Subscriptions to Services to Authorized Customers within a Territory, as set forth in the Online Portal or otherwise in writing (if no limitations are specified, the Authorization applies to all Huntress Services in the Territory).

**“Customer”** means an unaffiliated third-party person or entity to whom Partner intends to resell Subscriptions and to whom any Subscriptions are provided for use in the regular course of such person's or entity's internal business or personal use and not for resale or sublicensing by such person or entity unless otherwise authorized by Huntress.

**“Discount”** means the percentage off the current Huntress Price List as stated in the Authorization or Order or such quote that Huntress may provide.

**“Data Protection Laws and Regulations”** means all applicable laws and regulations, including where applicable laws in the EEA, the European Union, the United Kingdom, Switzerland and the United States (including, but not limited to, the CCPA) and its respective states, and equivalent data protection laws and regulations applicable to the processing of Personal Data under the Agreement including applicable modifications to such laws and regulations.

**“Documentation”** means then-current published documentation, such as technical user guides or instructions, or similar technical documentation specifying the functionalities of the Services and made available by Huntress to Authorized Customers, including via the Online Portal, as may be modified by Huntress from time to time.

**“Export Control and Sanctions Laws”** means any law, regulation, statute, prohibition, or similar measure applicable to the Services and/or to either Party relating to the adoption, application, implementation, and enforcement of economic sanctions, export controls, trade embargoes, or any other restrictive measures against corporations, entities, or individuals, including, but not limited to, those administered and enforced by the United States, Canada, Australia, the European Union, or the United Kingdom, and any other applicable jurisdiction, which shall be considered applicable to the Services.

**“Licensed Units”** means the number or volume of licenses, users, data volume, data sources, identities, or other units as referenced on the Order for the Services.

**“Managed Services”** means the services, software, hardware, goods, and support offered by Partner or Customer to unaffiliated third-parties including franchisors, partially owned subsidiaries, or other entities not directly with it (including the delivery, management, support, implementation, configuration, and use of the Services, and the remediation of incident reports received on behalf of any third-party).

**“Marketing Materials”** means any marketing collateral relating to the Services that Huntress makes available to Partner hereunder or within the Online Portal or its websites.

**“Order”** means a quote or other written ordering document, issued by Huntress, that has been agreed to by the Partner or Authorized Customer in the Online Portal or by means of a signature.

**“Online Portal”** means the website for the Partner Program at <https://hub.huntress.com/> (or such other URL as Huntress may advise from time to time).

**“Personal Data”** means any information that identifies, could be used to identify or is otherwise linked or reasonably linkable with a particular individual or household, as well as any information defined as “personal data,” “personal information” or equivalent term under applicable Data Protection Laws and Regulations.

**“Price List”** means the current published Huntress price list applicable to the Territory and Services as posted on the Online Portal and/or any subsequent amendments by Huntress.



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**“Privacy Policy”** means Huntress’ Privacy Policy available at <https://www.huntress.com/privacy-policy> and incorporated herein by reference.

**“Process”** or **“Processing”** means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of the data.

**“Services”** means the Huntress software, products, and services that are ordered by or made available to Partner as set forth in the Authorization or Order and subject to the Terms of Service which must be agreed to by Partner’s Authorized Customers.

**“Start Date”** means the date on which Huntress accepts the Partner’s offer to contract under the terms and conditions contained herein.

**“Subscription”** means the Licensed Units as identified in the applicable Order for the Services for each Authorized Customer for the Subscription Term.

**“Subscription Term”** means the specified period during which an Authorized Customer is entitled to access and use the Services, as identified in the applicable Order.

**“Terms of Service”** means the agreement between Huntress and an Authorized Customer that governs use of the Services, which are supplied with the Services in click-wrap format and are otherwise posted at <https://huntress.com/legal>.

**“Territory”** means the geographic area to which appointment of the Partner applies as identified in the Authorization, or if no such geographical area is identified, worldwide (subject to restrictions herein). In all cases, the Territory is limited to countries where the Services and related Documentation may be deployed in English and where Partner has a valid VAT / GST reseller certificate, as applicable.