

Huntress Labs Incorporated

Terms of Service

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These Terms of Service (“**Terms**” or “**Agreement**”) are between Huntress Labs Incorporated, a Delaware corporation having offices at 6996 Columbia Gateway Dr, Ste 101, Columbia, MD 21046 (“**Huntress**” or “**We**” or “**Us**” or “**Our**”) and the customer (“**Customer**” or “**You**” or “**Your**”) who accepts this Agreement, or accesses and/or uses the Services (as defined herein). This Agreement governs the Customer’s subscription and/or license to the Services and constitutes a binding contract in connection with any paid or Free Trial use of the Services. Capitalized terms shall have the definitions set forth in Exhibit A, unless defined elsewhere in this Agreement. Please read these Terms carefully before using the Services. Huntress and Customer may be referred to individually as “**Party**” and collectively as “**Parties**.”

From time to time, Huntress may update the functionality and user interface of the Services, add new features, add Beta Features, change the access configuration for the Services, or update the related software. In such event, these Terms shall also apply to any such functionality updates, new features, Beta Features, changes or software updates subsequently provided by Huntress for the Services or related software.

1. Acceptance of Terms

BY REGISTERING TO USE THE SERVICES, CLICKING A BOX INDICATING ACCEPTANCE, EXECUTING AN ORDER FORM REFERENCING THIS AGREEMENT, DOWNLOADING APPLICABLE SOFTWARE, 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 DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SERVICES.

These Terms may be changed, modified, supplemented or updated by Huntress from time to time. Any updates to, or replacements of, the Agreement will be in effect for any new or renewal subscription orders placed after the posted date of such updated Terms. If a subscription and/or license to the Services is renewed, it will be renewed under Huntress’s then current Terms. If Huntress makes a material change to these Terms that will supersede prior versions, Huntress will notify You by sending an email or posting a notice within the relevant online Services portal at least thirty (30) days in advance of such change. If the change has a material adverse impact on You and You do not agree to the change, You must so notify Huntress via support@huntress.com within thirty (30) days after receiving notice of the change. If You notify Huntress 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 Services.

When using the Services for free, such as the Free Trial or Beta Features, as defined herein, You will be bound by any updated Terms if You choose to continue to use the Services after such changes to the Terms are posted, and any following paid subscription will be subject to the updated Terms.

2. Account Management

- a. **Online Portal.** The applicable Fees, term, number of licenses, and other subscription details for the Services ("**Subscription**") shall be set forth and agreed to electronically by the Parties in Huntress's online portal for the Services ("**Online Portal**") or in a written order form ("**Order Form**"). 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 have entered into a separate written agreement with Huntress for the Services, the terms in such agreement will control Your use of the Services. In all cases, the Services shall be managed in the Online Portal and important notices will be posted in the Online Portal for Customer. It is the Customer's responsibility to monitor the Online Portal for such notices.
- b. **User Accounts.** To use or access the Services, including the Online Portal, Customer must have at least one valid Huntress account. Customer and its authorized users/agents will be prompted by Our website and/or Online Portal or contacted by email to either create an account or to log in using Your account credentials for the Services, if You do not already have one. The unique usernames and passwords cannot be shared or used by more than one individual user to access the Services. 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 upon learning of any unauthorized use of Your account or any other breach of security. You shall be responsible for all uses of the Services by Your authorized users/agents.

3. Subscriptions; License Grants; Restrictions

- a. **Subscription and License Grant.** Subject to these Terms, Huntress grants to Customer a non-assignable, non-exclusive, non-sublicensable, and non-transferable right to access and use the specific Services and number of licenses in the Subscription solely for its internal business purposes or, if applicable, use with its Customer Clients. For those Services that require You to download and install any software ("**Software**"), subject to these Terms, Huntress grants Customer a limited, non-assignable, non-exclusive, non-sublicensable, and non-transferable right to install and execute the object code version of the Software for use with the Services, up to the number of licenses in the Subscription, solely for its internal business purposes or, if applicable, use with its Customer Clients.
- b. **Documentation License.** Huntress may provide Customer access to Documentation from time to time, as determined by Huntress, to assist Customer with the Services. Subject to these Terms, Huntress grants to Customer a non-exclusive, non-transferable, royalty-free license to reproduce and use the Documentation during the Term for use with the Services for internal business purposes or, if applicable, with its Customer Clients.
- c. **Restrictions**
 - i. Customer shall not, and shall not permit any third-party or its authorized users/agents to, in whole or in part, directly or indirectly: (A) modify, make derivative works of, or alter the Services in any way without the prior written consent of Huntress; (B) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Services; (C) distribute, transfer, sell, license or otherwise make available the Services except as expressly permitted by these Terms; (D)

customize, modify, enhance or otherwise exploit the Services or Documentation other than as expressly permitted by these Terms; (E) use the Services for any unlawful, unauthorized, fraudulent, or malicious purpose that causes or may cause harm to Huntress or others; (F) use Your account or the Services to infringe any intellectual property or other right of any other third-party; (G) remove, obscure, or alter any Huntress or other proprietary rights notice affixed to or contained within the Services; (H) bypass any measures Huntress may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; (I) violate provisions of Sections 14(e)-(g) of the Terms; or (J) use the Services other than in accordance with this Agreement and in compliance with applicable law. If a jurisdiction expressly permits by applicable law any of the foregoing activities regardless of contractual restriction, then Customer agrees that prior to engaging in any such activity Customer will first notify Huntress of its desire to engage in the activity, and Huntress may, in its discretion, either provide such information that We are required by law to disclose to Customer or impose reasonable terms and conditions to ensure that Huntress's proprietary rights are protected.

- ii. Huntress may report or cooperate with legal authorities and/or third-parties in the investigation of any suspected or alleged crime or civil wrong discovered through Customer's or a Customer Client's use of the Services. Huntress reserves the right at all times, subject to its Privacy Policy, to disclose any information as Huntress deems necessary in its sole discretion 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.

d. Trademark License and Co-Branding

- i. Subject to these Terms, Huntress grants to Customer a limited, non-exclusive, non-transferable, royalty-free license to use the Huntress Marks solely for using the Services for internal purposes or, if applicable, use with its Customer Clients. Customer agrees to state in appropriate places on all materials using the Huntress Marks that the Huntress Marks are trademarks of Huntress and to include the appropriate trademark symbols.
- ii. If Customer provides the Services as part of a Managed Services offering, Huntress grants to Customer a limited, non-exclusive, non-transferable, royalty-free license to use the Huntress Marks for co-branded materials, subject to these Terms. The co-branding must include a reference that the Services are "Powered by Huntress" (or something substantially similar) and not include any reference, directly or indirectly, that Customer owns the Services.
- iii. Huntress grants no other rights than expressly granted hereunder, and Customer acknowledges Huntress's exclusive ownership of the Huntress Marks. Customer shall 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. Huntress may terminate, in whole or in part, Customer's license to use the Huntress Marks if, in Huntress's sole discretion, Customer's use of the Huntress Marks does not meet its then-current guidelines.

- e. Reports.** Huntress may from time to time provide Reports to Customer via the Services. Subject to

these Terms, Huntress grants to Customer a non-exclusive, non-transferable, royalty-free license to reproduce and use the Reports during the Term for use with the Services for its own internal business purposes or, if applicable, with its Customer Clients.

- f. **Beta Features.** From time to time, Huntress may offer Beta Features to Customer to use at its option at no additional charge. If You are provided access to the Beta Features, Huntress grants You rights under the same terms of Your corresponding Subscription to the Services, subject to the Terms and limitations herein.
- g. **Affiliate License.** The subscription and license granted hereunder to Customer includes the right to use the Services for Customer's Affiliates, provided that Customer agrees to remain fully responsible and liable under this entire Agreement for Customer's Affiliates' use of the Services. To clarify, unless otherwise agreed to by Huntress in writing, Customer is not permitted to use subscriptions or licenses with parties who are not Affiliates or Customer Clients.
- h. **Reservation of Rights.** Each Party reserves all rights not expressly granted in this Agreement, and no licenses are granted by one Party to the other Party under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

4. Term; Fees; Renewals

- a. **Subscription Term.** A Subscription to the Services is provided for either a monthly plan or a specified term plan. In either case, unless otherwise stated in an Order Form, this Agreement shall begin on the Effective Date and, unless earlier terminated in accordance with this Agreement, shall remain in place for the initial term agreed to by Customer when You converted Your Free Trial license or signed up to become a Customer for the Services (the "**Term**"). You are subscribing to the Services for the full length of the Term of the applicable Subscription. This means that if You terminate Your Subscription prior to the end of the then-current Term of the Subscription, or We terminate access to the Services as a result of Your Default (including without limitation, Your failure to pay any sum due hereunder or violations of Section 3(c)(Restrictions) – each, a "**Default**"), You will be responsible for any applicable charges for the full Term of the Subscription as if You remained a customer through the end of the then-current Term of the 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.
- b. **Subscription Fees.** Customer shall pay Huntress the agreed Fees for the Subscription to the Services. Huntress's monitoring systems will be used to track purchases and usage of the Services. All Fees are non-refundable, unless otherwise stated herein.
 - i. **Payment.** If Customer purchases a license or Subscription to the Services through the Online Portal or provides credit card payment details with an Order Form: Customer expressly agrees that Huntress is permitted to invoice and charge the credit card or accepted payment account the applicable Fees, any applicable taxes, and any other charges that Customer may incur with Huntress in connection with its use of the Services and that such Fees, taxes, and related charges will be billed to the credit card or accepted payment account that Customer provides at the time a Fee or charge is due and payable. Customer will be charged for the minimum number of licenses based on the Subscription option it selected at checkout or via an Order Form. Customer will also be charged for each additional license over the minimum based on the per unit Fee of the selected Subscription option.

- ii. **Third-Party Processor.** We use a third-party payment processor (the "Payment Processor") to bill Customers. Huntress does not store any of Customer's credit card information, and the credit card 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 Services, You agree to pay us, through the Payment Processor, in accordance with the applicable payment terms.
 - iii. **Late Fees.** 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 Term, Huntress reserves the right to either suspend or terminate Your 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 You fail to make timely payment, You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Huntress in collecting such amounts.
 - iv. **Taxes.** Fees are exclusive of any applicable governmental excise, sales, use, value-added, income, withholding, and other taxes or levies, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Services and the transactions hereunder, except for taxes based on Huntress's income or with respect to Huntress's employment of its employees. If Customer is exempt from any taxes, it shall promptly provide Huntress with satisfactory evidence of such exemption or it shall be liable and invoiced with its order or in the future for such taxes.
 - v. **License Upgrade.** You may switch to a higher minimum license tier Subscription at any time. Doing so will start a new Subscription of the same duration as Your original Term with a new effective date as of the last billing date.
 - vi. **Currency.** All Fees are payable in U.S. Dollars, unless otherwise specified. For Customers who pay the Fees in a foreign currency (*i.e.*, non-U.S. Dollars), Huntress reserves the right to adjust the Fees should the U.S. dollar depreciate or appreciate by more than fifteen percent (15%) from the current Huntress published Fee list.
- c. **Free Trial Services.** If Customer is approved by Huntress for a Free Trial to the Services, Huntress will make the applicable Services available to Customer free of any Fees, subject to these Terms, having a Term from the Effective Date until: (i) the end of the Free Trial period communicated by Huntress to Customer; (ii) the start date of a purchased Subscription ordered by Customer for such Service(s); or (iii) termination by Huntress in its sole discretion.
- d. **Purchases from Resellers.** If You are purchasing the Services through a Huntress authorized partner or reseller, then the Fees shall be as set forth between You and partner/reseller and the applicable Fees shall be paid directly to the partner/reseller, and this Section 4 (Terms; Fees; Renewals) shall not apply. In the event such partner/reseller fails to pay Huntress for use of the Services, then Huntress may suspend or terminate Your access to all or any part of the Services upon written notice, until payment is received by Huntress, regardless of whether You have paid such partner/reseller.
- e. **Renewal Subscriptions**
- i. **Monthly Plan.** As long as You are subscribed to the monthly plan, You acknowledge and agree that Huntress will charge Your credit card or accepted payment account on record with

Huntress at the beginning of each new billing cycle for the previous cycle unless You unsubscribe in accordance with these Terms or as provided for in the Online Portal. You will be billed for the minimum number of licenses required for the monthly plan as well as any additional licenses over the minimum.

- ii. **Automatic Renewal of Term Plan.** Unless otherwise agreed to in writing, **YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR THE SAME DURATION OF YOUR ORIGINAL SUBSCRIPTION AT THE THEN-CURRENT RENEWAL FEES FOR THE SERVICES UNDER THE THEN-CURRENT TERMS, UNLESS YOU OPT OUT (AS SET FORTH BELOW) PRIOR TO THE END OF YOUR THEN-CURRENT SUBSCRIPTION.** The current renewal fee will be displayed in the Online Portal and the current Terms will be available at www.huntress.com/legal.
- iii. **How to Terminate Renewals.** Customer may opt out of auto-renewal of its Subscription by using the Online Portal or by contacting its account representative. If Customer terminates its Subscription prior to the next Subscription renewal term, it 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 Your Subscription per this clause, however, You are not released from Your obligations for the remainder of Your current Subscription. You must also uninstall any installed Software by the end of your Term, or your Subscription will convert to a monthly plan as described in the next section unless you are given a grace period by Huntress to uninstall the Software after termination.
- iv. **Failure to Uninstall After Termination. IF YOU FAIL TO UNINSTALL SOFTWARE AFTER YOU HAVE UNSUBSCRIBED AND YOU HAVE NOT BEEN GRANTED A GRACE PERIOD BY HUNTRESS TO UNINSTALL, YOUR PLAN WILL BE CONVERTED TO A MONTHLY PLAN AND YOU WILL BE CHARGED AT THE CURRENT MONTHLY RATES UNTIL ALL SOFTWARE IS UNINSTALLED OR HUNTRESS HAS OTHERWISE AGREED IN WRITING.**

5. Termination & Effect of Termination

- a. **Termination.** In addition to the rights of termination provided in this Agreement, the following termination rights apply:
 - i. Upon any material breach of this Agreement that is not cured during a thirty (30) day period following written notice thereof from the non-breaching Party to the other Party, the non-breaching Party may, on five (5) days' written notice and without prejudice to any of its other rights and remedies, terminate this Agreement.
 - ii. Huntress may discontinue or modify Customer's rights to any Free Trial or Beta Feature made available to Customer under these Terms at any time at its sole discretion without any advance notice.
 - iii. Huntress may terminate this Agreement on ten (10) days' written notice, if Customer becomes or sells all or substantially all of its stock or assets to, or merges with or into, another corporation or entity in which the surviving entity is a direct competitor of Huntress, as determined by Huntress in its sole but reasonable discretion.
 - iv. 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 actual or suspected violations of

Section 3(c)(Restrictions). 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.

- b. **Effects of Termination.** Upon the date of any expiration or termination of this Agreement, regardless of cause, (i) unless otherwise stated herein, due to a material breach by Huntress, or agreed to by Huntress in writing, Customer's obligation to pay outstanding Fees, including but not limited to the remaining monthly Fees for licenses purchased by a Customer, accelerates and such Fees become due and payable to Huntress immediately; (ii) all of Customer's rights to access, use, install, or execute the Services or Software shall immediately and automatically cease (unless and to the extent otherwise agreed by Huntress in writing, such as Huntress giving Customer a grace period to uninstall the Software or use the Services); (iii) Customer shall immediately return to Huntress, or at Huntress's request, destroy, without the retention of copies in any media, all copies of the Documentation, marketing materials, Confidential Information, and any other property of Huntress in Customer's possession or under its control, including any possession by any employee, consultant, agent, or representative of Customer; (iv) Customer shall uninstall any portion of the Software residing on Customer Systems and confirm to Huntress by email, if requested, Customer's compliance with this provision; and (v) Huntress shall delete any Customer Data pursuant to its data retention schedule.

6. Customer Responsibilities

- a. **Access and Use.** Customer is solely responsible for and will: (i) use the Services only in accordance with this Agreement, Order Forms, Documentation, and applicable laws and government regulations; (ii) be responsible for its authorized users/agents compliance with this Agreement, Order Forms, and Documentation; (iii) be responsible for the accuracy, quality, and legality of Customer Data, including the means by which Customer acquired Customer Data and Customer's use of Customer Data with the Services; (iv) configuring the Services appropriately for its environment; (v) complying with any regulations and laws (including, without limitation, data privacy, protection, and export laws); (vi) determining the suitability of the Services for Customer's purposes; (vii) providing reasonable information and assistance to Huntress to deliver the Services; and (viii) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Huntress promptly of any such unauthorized access or use. Customer acknowledges and agrees that it is solely responsible for ensuring that each of its authorized users/agents is aware of the material terms of this Agreement.
- b. **Customer Systems.** Customer shall be solely responsible for: (i) procuring, at its expense, the necessary Customer Systems; (ii) complying with all laws, rules, and regulations related to its use of Customer Systems and the Services hereunder; and (iii) changing its usernames and passwords if Customer believes that the same have been stolen or might otherwise be misused.
- c. **As a Service Provider.** If Customer provides the Services as part of a Managed Services offering for Customer Clients, then Customer shall ensure that the Managed Services are responsive to Customer Clients' needs and requests for support and meets industry standards. Customer is solely responsible for the delivery and results of any and all Managed Services, including all of its agreements, commitments, acts, omissions, obligations, warranties, representations, or misrepresentations in connection therewith. Customer must provide Managed Services to Customer Clients pursuant to a written agreement that contains terms and conditions at least as protective of Huntress as the terms and conditions of this Agreement. Customer shall make no representations or warranties concerning

the Services other than the limited warranties included in the Agreement. Customer shall be solely responsible for providing, at its own cost, sales, sales support, technical support, training, account management, billing and collection services, solicitation of orders, and distribution of marketing materials to Customer Clients and prospects. Customer shall not in any way misrepresent, or in any way cause to be ambiguous: (i) Customer's relationship with Huntress; (ii) Customer's duties as specified in this Agreement; (iii) the features of the Services (including any technical specifications and expected benefits of use); or, (iv) the origin of the Services. Customer shall not represent itself as Huntress or as the manufacturer, exclusive agent, or exclusive vendor of the Services.

7. Data Security and Protection

During the Term of this Agreement, Huntress will (a) store, process, and access Customer Data only to the extent reasonably necessary to provide Customer the Services and create System Data to improve the Services (any use of Personal Data will be as set forth in the Huntress Privacy Policy, currently available at www.huntress.com/privacy-policy, as amended from time to time); and (b) implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Customer Data. To the extent that Huntress processes any Personal Data of which You are the data controller or data processor, the Data Processing Addendum available at www.huntress.com/legal/data-processing-addendum forms part of this Agreement.

8. Ownership and Intellectual Property

- a. **Huntress Property.** Customer acknowledges that all right, title, and interest in the Services, Software, and Documentation, including Intellectual Property Rights, shall remain with Huntress and its licensors, except for the limited rights granted to Customer herein. Customer shall not remove any proprietary notices or labels from the Services or Documentation. All rights not expressly granted under this Section are reserved to Huntress. Customer will immediately bring to the attention of Huntress any improper or wrongful use of the Services, Software, Reports, Documentation, Huntress Marks, or any other Intellectual Property Rights of Huntress of which Customer becomes aware.
- b. **Customer Marks and Customer Data.** Huntress acknowledges that Customer owns all right, title, and interest in and to Customer Marks and Customer Data. Customer grants to Huntress the worldwide right to use, access, host, copy, transmit, and display Customer Marks and Customer Data, as reasonably necessary for Huntress to perform its obligations in accordance with this Agreement. Huntress may disclose Customer Data to its third-party contractors and service providers (including cloud service providers) to the extent necessary to provide the applicable Services in accordance with this Agreement, provided that such third-party contractors and service providers are bound by confidentiality obligations similar to the provisions of this Agreement.
- c. **System Data; Statistical Data; Reports.** As part of the Services, Huntress may collect, access, use, process, transmit, or store System Data for (i) provide the Services; (ii) research and development; (iii) product and Services improvement; (iv) and creating Statistical Data. Huntress owns all rights, title, and interest in and to the Reports, Statistical Data, and System Data, including Intellectual Property Rights.
- d. **Sharing of Information.** In order to promote awareness, detection, and prevention of Internet security risks, Huntress may share Reports, Statistical Data, and System Data (including those derived from Customer Data, providing they contain no Personal Data) with research organizations, other security software vendors, and professionals via publications, blog posts, or social media, and

provided no Customer identifying information is shared without written permission of Customer. Huntress may also make use of statistics derived from the information processed by Huntress to track and publish reports on security risk trends.

- e. **Feedback.** To the extent Customer or a Customer Client provides any Feedback, Huntress may freely use the Feedback without any duty of confidentiality or any obligation or restriction of any kind. Huntress shall own all Intellectual Property Rights in any Feedback.
- f. **Third Party Intellectual Property.** Certain Services may utilize third-party images and templates to simulate phishing attacks and other security threats. Huntress does not represent these third-parties, and makes no claim to third-party intellectual property.
- g. **Templates and Formats.** Customer acknowledges that for some Services, Huntress may provide certain Huntress templates and formats to Customer, and Customer will have a non-exclusive, non-transferable, non-sublicensable right to use, modify, display, and reproduce such templates and formats for Customer's internal use with the applicable Service or with its Customer Clients, subject to the restrictions set forth in this Agreement. To the extent that any such modified templates or formats do not embody or otherwise include Customer Data or Customer Marks, Huntress owns and holds all right, title, and interest in and to such templates or formats.

9. Huntress Services

- a. **Maintenance.** From time to time, Huntress performs scheduled maintenance to update the servers, Services, Software, and other technology that are used to provide the Services and will use commercially reasonable efforts to provide prior notice of such scheduled maintenance if such maintenance shall render the Services unavailable. Customer acknowledges that, in certain situations, Huntress may need to perform emergency maintenance of the Services without providing prior notice.
- b. **Updates.** Huntress may, at any time, update, upgrade, or modify the Services in its sole discretion, including issuing patches, bug fixes, and new features and versions of the Services.
- c. **Services that Make Modifications to a Computer.** The Services may include Software functionality that may make modifications to a computer system in order to prevent, respond to, remediate, and/or recover from a security incident. These services are provided as part of the Services to better assist You. While Huntress takes appropriate and 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 cannot and does not guarantee any particular results, effects, or performance either suggested by Huntress or specified by a user, prior to implementing such action. By using the Services, including the services that make these modifications, You understand and agree that Huntress shall not be liable to You 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 Your computer systems via the Services.
- d. **Automatic Removal of Software upon Termination of Service.** Upon the expiration of Customer's Subscription, You may no longer use the Services and any Software still running may be automatically instructed to remove/delete itself from the Customer Systems if possible, unless Huntress has granted Customer a grace period to uninstall the Software. Customer hereby gives Huntress permission to automatically remove/delete the Software from the Customer Systems, but acknowledges that Huntress is not obligated to do so and Customer must ensure removal or be

subject to the Fees set forth above in Section 4(e)(iv).

- e. **Service Monitoring.** Customer acknowledges that Huntress continuously monitors the Services to: (i) provide the Services; (ii) monitor and track usage; (iii) monitor the performance, integrity, and stability of the Service's infrastructure; (iv) prevent or remediate technical issues; and (v) detect and address illegal acts or violations of the restrictions herein.

10. Limited Warranties and Representations

- a. **General Representations.** Each Party represents and warrants the following: (i) entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; (ii) each Party will comply with all applicable laws in connection with its performance under this Agreement; and (iii) the executing persons have the authority to bind their respective Parties.
- b. **Limited Warranty.** Huntress warrants to Customer that the Services will substantially conform in all material respects to its Documentation when used in accordance with such Documentation and this Agreement. If there is any breach of this warranty which can be replicated or verified, Huntress will use commercially reasonable efforts to repair the Services or its internal processes to resolve such non-conformance. This remedy will be Customer's sole and exclusive remedy for any failures of this limited warranty. To invoke the remedy described in this Section, Customer must provide written notice to Huntress, expressly outlining the nature of the alleged non-conformance. Huntress will have no obligation to undertake any remedial measures if the non-conformance is caused by (i) modification of the Services by any party other than Huntress; (ii) the combination or use of the Services furnished hereunder with materials or services not furnished or approved by Huntress; (iii) failures caused by abuse or improper use by Customer; or (iv) Free Trials or Beta Features.
- c. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN SECTIONS 10(A) AND 10(B) ABOVE, THE SERVICES, INCLUDING ANY DOCUMENTATION, 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 CUSTOMER'S REQUIREMENTS OR WILL RESULT IN ANY PARTICULAR RESULTS, WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER, 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 YOUR FILES, NETWORKS, SERVERS, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD PARTY MALICIOUS ATTACKS. YOU ACKNOWLEDGE THAT HUNTRESS OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT ONLY.

THE HUNTRESS FREE TRIALS AND 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'S SOLE DISCRETION. HUNTRESS WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS, OR ANY DATA LOSS, CORRUPTION OR ERRORS ARISING DIRECTLY OR INDIRECTLY FROM SUCH FREE TRIALS OR BETA FEATURES.

- d. **Regulatory Requirements.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT PROVIDE LEGAL ADVICE AND THAT CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR (I) UNDERSTANDING THE REGULATORY REQUIREMENTS APPLICABLE TO ITS OR ITS CUSTOMER CLIENTS' BUSINESSES; (II) ENSURING THAT IT IS COMPLIANT WITH THE APPLICABLE REGULATORY REQUIREMENTS; (III) SELECTING AND USING HUNTRESS SOFTWARE AND SERVICES IN A MANNER THAT COMPLIES WITH THE APPLICABLE REQUIREMENTS; AND (IV) DETERMINING THE SUITABILITY OF THE SERVICES FOR CUSTOMER'S USE IN LIGHT OF ANY APPLICABLE REGULATIONS.
- e. **No Warranty Pass Through.** Customer shall not be entitled to make or pass through any warranties to any third-parties regarding the Services unless specifically authorized in writing by Huntress on a case-by-case basis. Customer shall be responsible for all representations and warranties it makes to Customer Clients regarding the Services. Customer indemnifies and holds Huntress harmless from and against any liabilities, losses, damages, costs, and expenses, including attorneys' fees and costs, incurred by Huntress resulting from any claims based on or related to any representation or warranty made by Customer regarding the Services or the Services that was not specifically authorized in writing by Huntress.

11. Limitation of Liability

- a. 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 YOU OR A THIRD-PARTY FOR ANY CAUSE, REGARDLESS OF FORM, WHETHER IN CONTRACT OR IN TORT, EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY YOU TO HUNTRESS FOR THE SERVICES DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT.
- b. 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.

12. Indemnification

- a. **Huntress Indemnity**
 - i. Huntress will defend Customer 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 judgements finally awarded against Customer 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 Customer 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 Subscription for the Services. These remedies will be Customer's sole remedy for any

infringement claim.

- ii. Huntress shall have no liability for any claim of infringement or liability based on or arising from (a) modification of the Services by Customer or any third-party as not contemplated for in the Documentation; (b) data provided by Customer or any Customer Client; 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**”)
 - iii. HUNTRESS’S OBLIGATIONS IN THIS SECTION SHALL BE ITS SOLE AND EXCLUSIVE LIABILITY TO CUSTOMER, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS INVOLVING THE SERVICES.
- b. **Customer Indemnity.** Customer shall indemnify, defend and hold Huntress, its officers, directors, employees, shareholders, and agents harmless from and against any and all liabilities, losses, damages, cost, and expenses (including reasonable attorneys’ fees) incurred or suffered by Huntress as the result of (i) any material breach of this Agreement by Customer; (ii) any acts, omissions, or breaches of any other agreements or commitments by Customer, including any agreements relating to the Managed Services or any other services provided by or on behalf of Customer; (iii) any claim against Huntress that any Customer Data or Customer software, services, or materials infringe or misappropriate any patent, trademark, copyright, trade secret, or other third-party Intellectual Property Rights; (iv) any claim that Customer’s use of Customer Data or Personal Data with the Services violates any Data Protection Laws or other legal obligations; or (v) the Excluded Activities. Huntress reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will assist and cooperate with Huntress in asserting any available defenses.
- 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.

13. Confidentiality

- a. **Nondisclosure.** Both Parties will maintain in confidence all Confidential Information disclosed to it by the other Party (the “**Disclosing Party**”). A receiving Party hereunder (the “**Receiving Party**”) will not use, disclose, or grant use of such Confidential Information except as expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, the Receiving Party will cause its employees, agents, and consultants to comply with confidentiality obligations consistent with and no less protective than those set forth in this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own Confidential Information of similar nature, but in no event less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information.
- b. **Exceptions.** The restriction on disclosure will not apply to Confidential Information which is required to be disclosed by a court, government agency, or regulatory requirement, provided that Receiving Party shall first notify the Disclosing Party of such disclosure requirement or order, if legally permissible, and use reasonable efforts to obtain confidential treatment or a protective order. In

addition, the obligations of confidentiality contained in this Section will not apply to the extent that it can be established by the Receiving Party beyond a reasonable doubt that such Confidential Information: (i) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; (iv) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third-party who had no obligation to the Disclosing Party not to disclose such information to others; or (v) was developed independently by the Receiving Party without any use of Confidential Information.

- c. **Return or Destruction of Confidential Information.** Upon request of the Disclosing Party, copies and embodiments of the Disclosing Party's Confidential Information shall be promptly destroyed or returned to the Disclosing Party by the Receiving Party, unless such copies are required to support existing Customer Clients under the terms of this Agreement. Upon termination of this Agreement, unless otherwise stated herein, each Party shall promptly destroy or return to the other Party all Confidential Information provided by the other Party, including all copies thereof, unless such copies are required to support existing Customer Clients under the terms of this Agreement.

14. General

- a. **Entire Agreement.** This Agreement and the applicable exhibits, Order Forms, or addenda constitute the complete and entire agreement between Huntress and Customer with respect to the Services. This Agreement expressly replaces and supersedes any prior agreements, oral or written, between Huntress and Customer concerning the subject matter hereof. Huntress hereby rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any purchase order, acceptance, or acknowledgement. No amendment to this Agreement will be effective unless it is in writing and signed by the authorized representative of each Party. Section headings are for reference only, and shall not be construed as substantive parts of these Terms.
- b. **Publicity.** Unless you direct Us otherwise, Customer hereby grants a limited license to Huntress whereby Huntress, during the Term, may utilize the Customer's name and logo on Huntress's website and marketing material solely to identify Customer as a customer of Huntress.
- c. **Independent Contractors.** 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.
- d. **Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which 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 Customer 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.

- e. **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.
- f. **Export Compliance.** You acknowledge 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. Customer is solely responsible for ensuring that the Services are used, accessed, and disclosed in compliance with Export Control and Sanctions Laws. Customer certifies that Customer's and Customer Clients' authorized users/agents, or any party that owns or controls Customer or Customer Clients, are not (i) 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; (ii) 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 (iii) the target or subject of any Export Control and Sanctions Laws. Customer further certifies that its and Customer Clients' authorized users/agents will not, directly or indirectly, export, re-export, transfer, or otherwise make available (i) the Services, or (ii) any data, information, software programs, and/or materials resulting from the Services to any person described in (i) through (iii) or in violation of, or for any purpose prohibited by, Export Control and Sanctions Laws, including for proliferation-related end uses. Customer 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.
- g. **Government Restricted Rights.** This Section applies to all acquisitions of the 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 and its Software 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 Customer any rights not specifically set forth in this Agreement, including without limitation any right to provide access or license to the Services or Software to a federal government or government agency without express written permission by Huntress. Customer shall require that its licensees, customers, sub-distributors, contractors, and other recipients of the Services and Software

agree to and acknowledge the provisions of this Section.

- h. **Survival.** The following sections, together with any other terms necessary for the interpretation or enforcement of this Agreement, will survive termination or expiration of this Agreement: Sections 3(c) (Restrictions); 4 (Terms; Fees; Renewals); 5(b) (Effects of Termination); 6 (Customer Responsibilities); 7 (Data Security and Protection); 8 (Ownership and Intellectual Property); 9(d) (Automatic Removal of Software upon Termination of Service); 10 (Limited Warranties and Representations); 11 (Limitation of Liability); 12 (Indemnification); 13 (Confidentiality); and 14 (General).
- i. **Notice; Electronic Communications.** Huntress may provide Customer with alerts and notices via a general or specific notice in the Online Portal or by electronic mail to the email address specified in Customer's account. Customer 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 You electronically satisfy any legal requirement that such communications would satisfy if they were to be in writing. As part of providing You the Services, Huntress may need to provide You 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 to Huntress as indicated below with an electronic mail copy to legal@huntress.com.
- j. **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, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, pandemics, floods, sabotage, fire, natural or other disasters.
- k. **Waiver & Severability.** Failure by either Party to enforce any term or condition of this Agreement will not be construed as a waiver of any of its rights under it. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the Parties agree that that such court shall substitute any such terms with ones that the court determines are enforceable, so as to result in the enforcement of the original terms to the maximum extent permitted by law. The remainder of this Agreement will be valid and enforceable to the fullest extent permitted.
- l. **Disputes and Governing Law and Jurisdiction.** These Terms are governed by the laws of the State of Maryland, 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 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 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. You agree 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.
- m. **Injunctive Relief.** Customer acknowledges and agrees that a breach of these Terms by Customer would cause Huntress irreparable harm for which monetary damages alone may be inadequate. In addition to damages and any other remedies to which Huntress may be entitled, Customer acknowledges and agrees that Huntress may seek injunctive relief to prevent the actual, threatened, or continued breach of these Terms.

- n. **Contact 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
6996 Columbia Gateway Dr, Ste 101
Columbia, MD 21046

EXHIBIT A

DEFINITIONS

"Affiliate" means an entity that controls, is controlled by, or is under common control with the subject entity.

"Control," for purposes of this definition, means direct or indirect ownership of control of more than 50% of the voting interests of the subject entity.

"Beta Features" means functionality designated as beta, pilot, limited release, non-production, early access, evaluation, or a similar description, for the Services provided by Huntress on an "as-is" basis.

"Confidential Information" means any confidential and proprietary information of, relating to or in the possession of, either Party, including information relating to either Party's products and services; software programming, tools applications, object and source code; trade secrets; inventions; data; designs; reports; analyses; costs; prices, Fees and names; customer lists; finances; marketing plans; business opportunities; personnel; research and development; processes, techniques, and know-how.

"Corrupt Act" means any act of seeking, authorizing, offering, promising, or granting a financial or other benefit (including a payment, loan, gift, or transfer of anything of value) for the purpose of inducing a private person or public official to perform his or her duties dishonestly or in breach of his or her professional, legal, or contractual obligations and/or to obtain or retain business for Huntress and or Customer in an undue or dishonest manner.

"Customer Client" means an end user client that Customer has a written agreement with to provide Managed Services, for whose benefit Customer is acquiring or licensing the Services as part of the Managed Services.

"Customer Data" means the electronic data and information submitted or provided by Customer to the Services, including any Personal Data.

"Customer Marks" means any of Customer's trademarks, service marks, and other logos.

"Customer Systems" means the environment at the Customer or Customer Client location(s) used to access and use the Services, including, without limitation, all computer hardware, physical or virtual computing devices, software and equipment, Internet access, and telecommunications services.

"Data Protection Laws" means all data protection and privacy laws, rules, and regulations applicable to a party in the performance of its obligations under this Agreement, including, where applicable, the United Kingdom and European Union General Data Protection Regulations ("**GDPR**"), and other data protection laws and regulations of the European Union / European Economic Area and Switzerland, and the California Consumer Privacy Act of 2018 ("**CCPA**"), as amended from time to time.

“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 Customer, including via the Online Portal, as may be modified by Huntress from time to time.

“Effective Date” means the date Customer accepts this Agreement.

“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.

“Feedback” means any suggestions, requests, ideas, or other feedback regarding the Services or its related performance, operation, or functionality.

“Fees” means the rates Customer is required to pay Huntress for the Services as agreed to in the Subscription.

“Free Trial” means a limited subscription or license granted herein to use the Services for no Fee for the Free Trial term for the purposes of internal evaluation by Customer without any obligation to enter into any further agreement.

“Huntress Marks” means Huntress’s trade names, trademarks, service marks, designs, and logos associated with its business or the Services.

“Intellectual Property Right” means any patent, copyright, trade name, trademark, trade secret, know-how, or any other intellectual property right or proprietary right whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.

“Managed Services” means the services, software, hardware, goods, and support offered by Customer to its Customer Clients (including the delivery, management, support, implementation, configuration, and use of the Services, if approved by Huntress for the Subscription).

“Personal Data” means any information relating to an identified or identifiable data subject or natural person.

“Reports” means analyses and recommendations for Customer or Customer Clients as may be provided by Huntress to Customer as part of and via the Services from time to time.

“Services” or **“Huntress Services”** means the Huntress software, products, and services that are ordered by or made available to Customers as set forth in the Subscription and subject to these Terms.

“Statistical Data” means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of Customer or user, including any performance, analytics, or statistical data, that Huntress may collect from time to time.

“System Data” means data and information compiled by Huntress in connection with Customer’s use of the Services, including but not limited to, potential or actual security incidents, malware, security threat data,



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diagnostic and usage related data, contextual data, threat detections, and indicators of compromise, where such information may include the source, frequency, code, identifiers, and attacked sectors and geographies, that Huntress may use for security, product, and operations management, and/or for research and development. System Data shall exclude Personal Data.

Huntress TOS v052023