



ARCTERA PARTNER FORCE (APF) PROGRAM AGREEMENT

Arctera US LLC and/or its subsidiaries ("Arctera") is willing to enter into this Arctera Partner Force Program Agreement ("Agreement") with you as an individual, the company or the legal entity ("You", "Your" or "Yourself") that will be authorized as a member of the Arctera Partner Force Program ("APF"), only on the condition that you accept all of the terms of this Agreement and subject to Arctera's separate confirmation of acceptance of You into the APF, which acceptance may precede, accompany or follow Your execution of this Agreement. The Arctera entity who is party to this Agreement is defined by Your location, as follows: "Arctera" means Arctera US LLC, if You are located in the Americas, and Arctera International Ltd, if You are located in any other country. Please note that Arctera reserves the right to change the Arctera entity participating in this Agreement by notice to You as described in this Agreement.

1. Introduction. Read the terms and conditions of this Agreement carefully. This is a legal and enforceable contract between You and Arctera. By clicking on the "Accept" button or otherwise indicating assent and acknowledgement electronically, representing Yourself as an Arctera Partner Force Program member, requesting or receiving any benefits under the APF and this Agreement, You agree to these terms and conditions. If you do not agree to these terms and conditions, then click on the "I do not agree" or "No" button, or otherwise indicate refusal, log off this website, do not represent Yourself as a member of the APF and do not request or accept APF benefits.

This Agreement, including the Program Guide, and any applicable supplemental terms, governs Your membership in the APF. The purpose and intent of this Agreement is to define terms by which You and Arctera (each a "Party", collectively "Parties") conduct our relationship and fulfill our respective commitments pursuant to the APF and as defined in the then-current Program Guide and any applicable supplements, as may be updated by Arctera from time to time. The Arctera Partner Force Program is intended to facilitate the use of sales tools, resources, product training, and provide benefits and communications, to organizations committed to the sale, licensing, and/or recommendation and support of Arctera's enterprise software, hardware, or service solutions ("Offering" or "Offerings"), as approved by Arctera.

2. No Authorized Offerings Resale. This Agreement does not authorize Your direct ordering from Arctera and/or Your distribution or resale of Offerings. Any such distribution or resale shall be pursuant to a separate reseller, distributor or other commercial agreement between You and Arctera ("Other Commercial Agreement") or between You and an authorized Arctera Distributor.

3. Program Guide and Other Program Supplements; Financial Benefit Overviews.

a. Program Guide and Other Program Supplements. The "Program Guide" means the then-current information so designated on Arctera's public website and/or Arctera's then-current partner website (known as "PartnerNet", currently available at <https://partnernet.Arctera.io>, or successor portal) that describes the Arctera Partner Force Program requirements and benefits. "Supplements" means other supplemental program documentation, provided by Arctera, and which reference the Program Guide or this Agreement. The published Program Guide contains the global base terms for the APF. The Program Guide and/or Supplements may, also at Arctera's discretion, include additional or different region-specific, Offerings-specific, or industry-specific program information, requirements and benefits as separately published to You via PartnerNet or otherwise communicated to You by Arctera from time to time. The Program Guide and Supplements are incorporated into this Agreement by this reference. Subject to Section



8, the terms of the Supplement, Program Guide and this Agreement will control, in that order of precedence, if there is any conflict of terms between and among such documents.

b. Financial Benefit Overviews. Depending on Your Partnership category and level, You may be eligible to access specific financial benefits under the APF (each a "Financial Benefit" or "Benefit"). Arctera may designate certain Supplements as "Financial Benefit Overviews" in the Program Guide and/or on PartnerNet. Each Financial Benefit Overview describes specific Benefits, their respective eligibility criteria and global base terms for such Benefit(s). Financial Benefit Overviews may also include additional or different region-specific program information, requirements and benefits, which are as separately published via PartnerNet or as Arctera may otherwise notify You from time to time. Review the Financial Benefit Overviews and other Supplements for the criteria You must meet and maintain to be an Eligible Partner who can access specific Financial Benefit(s).

Arctera may modify Benefit terms or cancel Benefit(s) as described in the Program Guide and/or Supplements. If a specific Benefit terminates for any reason, Arctera shall only be liable to pay for those Financial Benefits that already accrued before the termination date.

4. PartnerNet. Your membership in the Arctera Partner Force Program grants You access to PartnerNet, or a successor portal, which is (along with any related passwords or access codes provided by Arctera) deemed Confidential Information and may not be shared or accessed by any third parties, including Your customers. You shall fully indemnify Arctera for any and all damages caused by Your failure to comply with this provision.

5. Program Membership; Requirements; Verification and Audit. Subject to the terms and conditions set forth in this Agreement, your registration for the APF and acceptance of this Agreement, and Arctera's acceptance of You into the APF, Arctera appoints You as a non-exclusive member of the APF, at the partnership category and level indicated by Arctera to You from time to time. As a APF member, You must show an active support of Arctera sales and marketing activities, nominate one contact to be opted in to marketing and partner communications at all times, and at all times meet the conditions and requirements of this Agreement, Your partnership category/level, and comply with any supplemental terms and conditions of program benefits offered under the APF where You are a recipient of such benefits.

Arctera reserves the right, from time to time, to require information from You to confirm that You are fulfilling the conditions and requirements of your membership. You agree to cooperate and assist with Arctera on all such inquiries and investigations, and any other Arctera compliance efforts related to Your activity as a Arctera partner and to provide Arctera with all reasonably-requested access and information relevant to verifying the following (a) Your compliance with this Agreement, (b) Your partnership category/level, (c) Your activities, including resale, in connection with the Arctera Partner Force Program, and (d) Customer's use of Arctera Offerings sold through You. Once annually, or more frequently if Arctera reasonably believes that Partner is noncompliant with any of (a) through (d) above, Arctera may audit Partner to confirm Partner's compliance upon five (5) business days' prior written notice. Either Arctera, or an independent public accounting firm reasonably acceptable to both parties, shall perform the audit during Partner's regular business hours with minimal disruption to Partner's ongoing business operations. Any nondisclosure agreement Partner may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Arctera. Arctera shall bear the costs of the audit, unless the audit discovers that Partner has violated the terms of the Agreement, in which case, Partner shall pay the reasonable costs of the audit. All audits shall be subject to Partner's reasonable safety and security policies and procedures.

6. Data Privacy of Customer Data. "Customer Data" means any and all personal data (as that term is defined in the General Data Protection Regulation (EU) 2016/679 ("GDPR")) pertaining to or specifically identifying an individual of one of Arctera's existing or potential customers, whether such information relates to an employee, a contractor and/or any representative of such customer, and which



may be provided in the course of Your APF membership, including without limitation names, telephone numbers, email addresses, and other personal information. This shall include Customer Data which may be provided either (a) by You to Arctera, or (b) to You by or on behalf of Arctera. In the case of Customer Data provided by You to Arctera, Arctera shall be the data controller (“Data Controller”) of that Customer Data and may use it to verify Your entitlement to benefits under the APF, as well as to manage the Arctera relationship with the Customer in question, including disclosing such Customer Data to another Arctera partner if in the reasonable opinion of Arctera this is necessary or expedient to maintain the Arctera relationship with that Customer, including, without limitation, circumstances where You are unwilling or unable to pursue an opportunity within a reasonable time. Where Arctera gives you Customer Data for the purposes of fulfilling a specific opportunity, Arctera shall be the Data Controller of that Customer Data, and You shall be the data processor and You may only use such Customer Data to fulfill the opportunity in question. Except as and to the extent strictly necessary to meet Your obligations in connection with Your Program membership, You shall not share, publish, sell, trade, give away, or in any other way use, disseminate or disclose Customer Data received from Arctera, or transfer such Customer Data from one country or territory to another, without Arctera’s prior written consent. Where processing of the personal data provided to You under this Agreement is subject to GDPR, or other applicable laws that relate to the processing of personal data and privacy (“Applicable Data Privacy Laws”), You shall process such personal data in accordance with the Arctera Data Processing Terms for Providers at <https://Arctera.io/privacy> and the Applicable Data Privacy Laws.

You represent and warrant that Your collection, use and disclosure of Customer Data to Arctera is consistent and compliant with this Agreement and You comply with all applicable laws, rules, regulations and other legal requirements relating to (a) privacy, data security, and protection of Personal Data (as defined in GDPR and/or Applicable Data Privacy Laws); and (b) the Processing of any Personal Data. You further represent and warrant that You have communicated to customers and potential customers whose information You are providing to Arctera via the APF, that You are sharing this information with Arctera, including Arctera’s subcontractors and fulfillment partners, in the United States, European Economic Area or other countries that may have less protective data protection laws than the region in which they are situated, as well as its intended processing and transfer, and that You have obtained all appropriate consents and/or provided all relevant notices and/or regulatory notifications required for such processing and transfer.

You shall safeguard the physical integrity and condition of all Your facilities where Customer Data is held, processed, stored or archived. You shall not subcontract any of Your obligations with respect to Customer Data without first obtaining Arctera’s prior written approval.

You shall notify Arctera promptly in the event that any Customer Data is compromised in any way and shall reasonably and promptly assist and cooperate with Arctera in responding to inquiries and complaints concerning such compromise, including without limitation those inquiries and complaints brought by customers, employees, government or regulatory authorities, or other third parties.

If You wish to update any Customer Data You have provided to us in the course of Your Program membership You may do so through PartnerNet or, if You have any questions, You may contact us by e-mail at privacy@Arctera.io.

7. Data Accuracy and Privacy of Your Data. All Personal Data about Yourself and Your employees, contractors or representatives provided to us in the course of Your relationship with Arctera under the APF, including without limitation names, telephone numbers, email addresses, financial information, and other personal information provided during the Program application; participation in the Program and or access and receipt of any of the Program benefits will be processed by Arctera to conduct our relationship and to fulfill our respective commitments pursuant to the Arctera Partner Force Program, including, but not limited to, providing portal access, to effect any notices pursuant to the Agreement and to send You information regarding Arctera products, services, and events. Arctera US LLC together with its subsidiaries is a global organization headquartered in the United States, and Your information will be



transferred to the United States, and shared with affiliates of the Arctera group worldwide, with actual or potential distribution partners and customers of Arctera solutions, and with service providers that operate on our behalf. By providing such Personal Data to Arctera, You represent and warrant that You have obtained all appropriate consents and/or provided all relevant notices and/or regulatory notifications required for such transfer and processing. Unless otherwise expressly indicated, the information that we ask from You is required for the performance and administration of the Arctera Partner Force Program.

It will be Your responsibility to ensure that any Personal Data provided by You, Your employees, Your contractors or Your representatives is current, accurate and valid. You are advised that failure to maintain accurate and valid personal information may impede Your ability to properly avail of the Program and Program benefits. If You wish to update Your personal information, You may do so through PartnerNet or if You have any questions regarding your privacy, You may contact us by e-mail at privacy@Arctera.io. All Personal Data provided by You will be retained by Arctera for as long as you are an active member of the APF and subsequently in accordance with Arctera's data retention policy.

8. Interplay with Other Commercial Agreement(s). The following provisions "a" – "g" only apply to the extent You do NOT have an Other Commercial Agreement with Arctera covering the same subject matter and terms and conditions with respect to Arctera Partner Force Program membership, requirements, and benefits.

a. Proprietary Rights; Trademark Usage. Arctera Offerings are made available by Arctera to end-users subject to Arctera's terms and conditions accompanying the relevant Offering including the license or other terms and conditions included with the Offering or downloaded or issued upon fulfillment (collectively, the applicable "End User Terms"). You will not (i) take any action or make any representation or warranty that is inconsistent with the End User Terms or this Agreement, or (ii) remove, alter or obscure any copyright or other proprietary rights notices contained on any Arctera Offerings or in or on other materials provided for use in connection with an Offering. In accordance with this Agreement, Arctera grants to You the nonexclusive terminable right to use the following trade names and trademarks: "Arctera", the Arctera logos for Arctera Offerings, other marks as indicated by Arctera from time to time, and the APF designation and logo that are applicable to Your APF partnership category/level, if any, during the term of this Agreement, solely with respect to Your marketing of the Offerings and/or in Your accurate representation of the level and nature of Your participation in the APF. You agree to be subject to all trademark and logo policies and usage guidelines applicable to the APF as may be modified from time to time solely by Arctera at its sole discretion. Arctera then-current trademark usage guidelines are located at: www.Arctera.io/about/legal/trademark-usage. In addition, You hereby grant Arctera the right, on a non-exclusive basis, to use Your trade names, trademarks, and logos during the term of this Agreement for the purpose of referring to You as a APF member or Arctera partner.

b. Ownership. Neither Party has paid any consideration for the use of the other Party's trademarks, logos, copyrights, trade names or designations, and nothing contained in this Agreement shall give either Party any interest in such. You acknowledge that Arctera owns and retains all copyrights and other proprietary rights in all Arctera Offerings, and agree that You will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to Arctera (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in Arctera Offerings, trade names or trademarks). You agree to use reasonable efforts to protect Arctera's proprietary rights and to cooperate without charge in Arctera's efforts to protect its proprietary rights. You agree to promptly notify Arctera of any known or suspected breach of Arctera's proprietary rights.

c. Confidentiality. During the term of this Agreement, the Parties may disclose to each other trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to software documentation, customer information, pricing, data regarding business practices, intellectual property, technical information, ideas, documentation, know how, and



processes. All Confidential Information shall remain the sole property of the disclosing Party and the receiving Party shall have no interest in or right to such Confidential Information. Both Parties agree that all Confidential Information will be held in confidence, will not be disseminated or disclosed to any third party and will not be used by the receiving Party for any purpose other than performing its obligations under this Agreement without the express written consent of the disclosing Party, subject to Sections 6 and 7 above. This Section shall not apply to any information or materials: (i) which are rightfully in the public domain at the time of disclosure to the receiving Party or subsequently enter the public domain after disclosure to the receiving Party; (ii) which was in the possession of, or known by, the receiving Party prior to its receipt from the disclosing Party; (iii) which are rightfully disclosed to the receiving Party by another person not in violation of the proprietary or other rights of the disclosing Party, or any other person or entity; (iv) which are independently developed by the receiving Party, (v) is required to be disclosed by law, provided that the Party required to make such disclosure shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. The terms and conditions of this Section shall survive the expiration and any termination of this Agreement.

d. Relationship of Parties. You understand that notwithstanding the use of the terms "partner" or "member", You shall remain an independent contractor and that this Agreement in no way creates a partnership, joint venture, agency or alliance between the Parties or any joint liability. You will not have, and will not represent that You have any power, right or authority to bind Arctera, or to assume or create any obligation or responsibility, express or implied, on behalf of Arctera or in Arctera's name, except as expressly provided in this Agreement.

e. Indemnification. You shall indemnify, hold harmless, and, upon Arctera's request, defend Arctera against any claims, liabilities, and expenses, including but not limited to court costs and attorney's fees, arising from the acts or omissions of You, Your employees, and agents in connection with this Agreement, including without limitation non-compliance with the Arctera Data Processing Terms for Providers.

f. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will Arctera or its licensors, resellers, suppliers or agents be liable to You or any person under this Agreement or otherwise (I) for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time; or (II) for any incidental, indirect, special or consequential damages, or any and all other similar damages or loss whether arising directly or indirectly out of the Agreement or the performance, defective performance, non-performance or delayed performance of Arctera of any of its obligations in connection with or arising under this Agreement even if Arctera has knowledge of the likelihood of such damages. Except as limited by applicable law, any liability of Arctera to You hereunder shall be limited to the greater of any amounts paid by You to Arctera under this Agreement or \$1,000 U.S. dollars. To the fullest extent permitted by applicable law, Arctera disclaims all express and implied warranties with regard to the Arctera Partner Force Program and all Arctera Offerings, including warranties of merchantability, satisfactory quality and fitness for a particular purpose. Neither Party will be liable for severance payments or other damages or costs of any nature arising from the expiration or termination of this Agreement in accordance with its terms. Nothing in this Agreement shall operate so as to exclude or limit Arctera's liability to You for death or personal injury arising out of negligence or for any other liability which cannot be excluded or limited by law.

g. General. This Agreement is the entire agreement between the parties related to the subject matter of this Agreement. This Agreement supersedes any written and oral agreements and representations between the parties on this topic, including any verbal commitments or statements by employees of either party that are inconsistent with this Agreement or the Arctera Partner Code of Conduct.



Any modifications to this Agreement must be in writing and signed by both parties. Arctera's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign this Agreement without Arctera's prior written approval. Arctera may assign this Agreement to other Arctera corporate entities (including entity/ies created after the effective date) at its sole discretion. This Agreement shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of California, if You are located in North America, Latin America, Canada or Thailand; or (b) the laws of England, if You are in any other country. The courts of California or England respectively shall have non-exclusive jurisdiction over disputes arising under this Agreement. You agree that any breach of this Agreement may result in irreparable harm to Arctera for which monetary damages may not be sufficient and that Arctera will be entitled to seek equitable relief without prejudice to any other rights or remedies that may be available to Arctera. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

9. Compliance.

a. General and Export Compliance. You shall comply with all applicable laws, rules and regulations in connection with Your activities under this Agreement. Arctera Offerings are subject to U.S. (including, but not limited to, the U.S. Department of Commerce Export Administration Regulations ("EAR") and the U.S. Office of Foreign Assets Control ("OFAC") regulations), UK, European Union, and other government export controls and sanctions regimes, and to the import regulations of applicable jurisdictions. Diversion contrary to U.S. or other applicable law of Arctera Offerings is prohibited. You agree to comply with all such applicable export controls and economic sanctions laws and regulations. You are prohibited from exporting or re-exporting Arctera Offerings: (i) to any embargoed or sanctioned country or region including Russia, Belarus, Cuba, Iran, North Korea, Syria, Kherson, Zaporizhzhia, the Crimea regions of Ukraine and the occupied regions in Donetsk and Luhansk Oblasts including Donetsk People's Republic (DNR), Luhansk People's Republic (LNR); (ii) to any party listed on the U.S. Commerce and Treasury Departments lists (e.g., Denied Persons List, Specially Designated Nationals), or other such lists published by the U.S., the European Union, and applicable jurisdictions; (iii) to any country to which such export or re-export is restricted or prohibited, or to which an export license or other governmental approval is required, without first obtaining such license or approval; (iv) to any military entity or to any other entity for any military purpose, nor for use in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, without first obtaining any required export license or other governmental approval; or (v) otherwise in violation of any export or import restrictions, laws or regulations of U.S. or other applicable jurisdictions. For physical products, You shall serve as Importer of Record for customs purposes in applicable jurisdictions, and in certain cases, Exporter of Record. You shall be responsible for paying all customs duties, import fees and other applicable charges upon importation of Arctera Offerings. More information can be found at: www.arctera.io/about/legal/export-compliance.

b. Anti-Corruption Laws. You (including any and all officers, directors, employees, agents and any person under Your control) shall comply with, and shall require Your contractors, intermediaries, subcontractors and any contingent workers to comply with, any and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Without limiting the foregoing, You (including any and all officers, directors, employees, intermediaries, agents and any person under Your control) shall not, directly or indirectly, make, promise to make, or accept any payment, offer or transfer of anything of value in connection with this Agreement or any other business transaction relating to Arctera, to: (i) anyone working in an official capacity for a non-U.S. government, government entity (including employees of government owned or controlled corporations) or public international organization; (ii) any political party, party official, or candidate for political office; (iii) an intermediary for payment to any of the foregoing; (iv) any officer, director, employee of any actual or potential customer of Arctera; (v) any officer, director or employee of Arctera or any of its affiliates; or (vi) any other person or entity if such payment, offer or transfer would



violate the laws of the country in which made or the laws of the United States of America or of England. It is the intent of the parties that no payments, offers or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. You shall cooperate fully in Arctera's efforts to enforce the terms of this provision, including but not limited to (i) providing upon request from Arctera a certification of compliance with this provision on Arctera's then-current form, signed by an authorized representative of Your organization; and (ii) providing reasonable co-operation at Your expense with respect to any investigation relating to this provision, and (iii) promptly responding to and completing any Arctera due diligence questionnaires or forms related to due diligence requirements as may be requested by Arctera from time to time.

c. No Conflict of Interest; Code of Conduct. You warrant and represent that upon enrolling in the APF You do not have, and during your membership in the APF You shall not have, any conflict of interest which would violate applicable policies, regulations or laws, including applicable anti-corruption laws. During Your membership in the APF You will conduct Your business in a manner consistent with, and no less strict than the then-current Arctera Partner Code of Conduct, as amended from time to time.

d. Training. From time to time Arctera may require training for compliance purposes, and You will be notified accordingly.

10. Effective Date; Term; Termination. Subject to Your acceptance of this Agreement, the effective date of this Agreement is the date of Arctera's confirmation of Your acceptance into the APF. This Agreement shall continue in effect until otherwise terminated in accordance with these terms. This Agreement shall be deemed executed by You on the earlier of the date You click on the "I AGREE" or "YES" button, or otherwise indicate assent electronically, or on which You represent Yourself as an Arctera Partner Force Program member, or on which You request any benefits under the APF and this Agreement. However, notwithstanding the above, both Parties acknowledge that Your right to receive APF benefits is expressly conditioned upon Arctera's acceptance of You into the APF. Your membership of the Program requires Your ongoing compliance with all terms hereof including the APF Guide and all requirements thereunder. Either Party shall have the right to terminate this Agreement at any time without cause by written notice. Each Party shall use commercially reasonable efforts to give the other Party thirty (30) days' notice of termination of this Agreement. Notwithstanding such 30-day notice provision, Arctera may terminate the Agreement for Your non-compliance with Sections 5, 6, 7, 8 or 9, for which notice shall be effective upon receipt. Furthermore, this Agreement may at Arctera's discretion be deemed terminated without notice or action by Arctera if (i) a receiver is appointed for You or Your property, (ii) You become insolvent or unable to pay Your debts as they mature, (iii) You make an assignment for the benefit of creditors, or (iv) You become the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law. The terms and conditions of Sections 6, 7, 8 and 9 shall survive the expiration and any termination of this Agreement.

11. Program Changes. Arctera reserves the right to modify, or terminate, the APF, including the Program Guide, including any condition, requirement or benefit, in whole or in part. All such changes shall be effective upon notice to You or at such time that Arctera may specify, provided that Arctera will use commercially reasonable efforts to give You thirty (30) days' notice of any material change to the APF and/or Program Guide. Should You disagree with any change or modification, You may terminate this Agreement (and Your participation in the APF) in accordance with applicable Agreement terms.

12. Notices. Any notice provided under this Agreement by You must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first-class mail, return receipt requested, to the attention of General Counsel, Arctera US LLC, at the address published as the Arctera headquarters address published at arctera.io or successor address. Any notice provided by Arctera under this Agreement, including changes to the Program Guide, may be furnished via post, email or by publication on Arctera's partner website (currently PartnerNet).