

These Arctera Primary Terms (“Primary Terms”) are part of the Agreement between You and Arctera. For the purposes of these Primary Terms, “Arctera” or “We” means Arctera US LLC and/or its subsidiaries, and the terms “You,” “Your” or “Customer” refer to the entity or organization identified as the owner of the entitlements acquired under an order placed under the Agreement. You and Arctera may each also be referred to as a “Party” and together, the “Parties.” The “Agreement” is comprised of these Primary Terms and any Addenda that reference these Primary Terms. Customer and Arctera agree as follows:

1. Definitions.

“Addendum” to this Agreement means any contract addendum, including its exhibits or attachments, executed between Arctera and You, if that addendum references these Primary Terms; an Addendum may supplement or modify these Primary Terms. An Addendum may be in a paper form signed by both You and Arctera or may be a standard Arctera online click-through Addendum to which You electronically choose to agree.

“Affiliate” of either You or Arctera means an entity controlled by, under common control with, or controls such party, where control is denoted by fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity.

“Certificate” means the machine-generated certificate sent to You by Arctera to confirm a purchase of the relevant Licensed Software and/or Maintenance/Support and/or (at Arctera’s discretion) certain Services.

“Documentation” means the product guides, product release notes and product requirements Arctera publishes for the Licensed Software.

“EULA” means Arctera’s end user license agreement accompanying Licensed Software, including the Product Use Rights Supplement incorporated into the EULA by reference.

“Licensed Quantity” means the quantity of Licensed Software licensed to You, as reflected in the applicable Addendum or Certificate.

“Licensed Software” means the Arctera software products in object code form, that are commercially available on the relevant in-country price list in effect at the time of Your order, and any software updates provided under Maintenance/Support.

“Maintenance/Support” means commercially available Arctera maintenance/technical support services for Licensed Software, provided by Arctera in accordance with Arctera’s then-current maintenance/support policies and processes.

“MSRP” means Arctera’s then-current in-country suggested list price in effect at the time of Your order.

“Product Use Rights Supplement” means the document incorporated into the EULA which provides usage rights, restrictions and terms specific to the Licensed Software.

“Services” means Arctera’s commercially available professional services offerings, subject to the terms and conditions of the relevant Services Agreement (as defined in Section 4) in effect at the time of Your order.

“Subscription Software” means Licensed Software licensed on a non-perpetual (term-limited) basis, as reflected in the applicable Addendum or Certificate.

“Subscription Term” means the term of a Subscription Software entitlement, as reflected in the applicable Addendum or Certificate/

v 2025

ARCTERA PROPRIETARY– PERMITTED USE ONLY

1

“Territory” means the applicable country/ies or geographic area(s) in which You and/or Your Affiliates are authorized to order, install and use the Licensed Software, as set forth in the applicable Addendum or Certificate.

“Use Level” means the Licensed Software specific usage rights, restrictions and notices, third party requirements, and the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Arctera measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the relevant Addendum, Certificate or EULA, in that order of precedence.

2. License Grant and Restrictions. Arctera grants You, a non-exclusive, non-transferable license in the applicable Territory to use (and to allow Your Affiliates to use) the Licensed Software in accordance with the Documentation, solely in support of Your and Your Affiliates’ internal business operations, in the quantities purchased and in accordance with the Use Levels specified by Arctera. The term of each Licensed Software license granted under this Agreement is perpetual, except for Subscription Software, where the term is limited to the Subscription Term. You may make a single uninstalled copy of the Licensed Software and Documentation for archival purposes. For each Licensed Software product, the other license terms and restrictions of the EULA for that product also apply. For any non-software products, You purchase under this Agreement, the terms and conditions for those products shall be as set forth in the applicable Certificate and/or EULA.

You may allow consultant(s) or outsourcer(s) to use Your Licensed Software licenses to deliver dedicated services to You and Your Authorized Affiliates, so long as such use is consistent with Your own permitted scope of use and is compliant with the terms of this Agreement. You agree You are responsible for such third party or Affiliate access and use of the Licensed Software, to the same extent as if such consultant(s), outsourcer(s) or Affiliate(s) were Your employees.

3. Subscription Software. The following terms apply to Subscription Software:

3.1 Periodic Reviews. The following terms apply to Subscription Software:

(a) You will participate in an annual review of Your Subscription Software usage during the Subscription Term (“Periodic Review”). An interim review may also be triggered by exceptional usage of the Subscription Software.

(b) If Your use of the Subscription Software during the relevant measurement period exceeds the Licensed Quantity, then You will pay the fees associated with all usage in excess of the Licensed Quantity, pro-rated for the remainder of the Subscription Term. You will submit an Order to Arctera or Your authorized channel partner for such excess usage promptly upon Arctera’s request and/or pay any invoice for such excess usage as provided in the applicable terms.

3.2 Reporting. The rights and obligations in Section 3 supplement Arctera’s audit and verification rights in Section 9 of these Primary Terms.

(a) Automated Reporting. You shall enable any usage reporting mechanism or tool included in the Subscription Software and automatically upload usage reporting to Arctera for all deployed Subscription Software (“Automated Reporting”). If You cannot automatically upload usage reporting, then You shall manually upload Automated Reporting on each Report Due Date (as defined below).

(b) Manual Reporting. If the Subscription Software does not include a usage reporting mechanism or tool, then You shall provide manual reporting as described below during the Subscription Term:

v 2025

ARCTERA PROPRIETARY– PERMITTED USE ONLY

2

(i) Manual reports are due: (i) on an annual basis, no later than ninety (90) days prior to the anniversary date of the first day of the Subscription Term or a Periodic Review, if applicable; and (ii) no later than thirty (30) days after a written request for a manual report from Arctera (each, a “[Report Due Date](#)”).

(ii) Each manual report shall identify the following information on a cumulative basis, with respect to the Subscription Software: the product name (including license type), version number, quantity of each product/amount of capacity deployed, hardware model, and the regional location of the computer on which each such copy is installed.

(iii) All manual reporting shall be submitted to Usage.Reporting@arctera.io or any successor address.

3.3 Licensed Quantity. Subscription Software fees are based on Licensed Quantity and not actual usage. Licensed Quantity of Subscription Software cannot be decreased during the relevant Subscription Term

4. Maintenance/Support and Services. If You purchase Maintenance/Support, it is provided and performed subject to Arctera’s then-current policies and processes. Subscription Software includes related Maintenance/Support as reflected in the Certificate. If You wish to purchase Services, the Services may require execution of a Services Addendum, other separate services agreement and/or Statement of Work, or Arctera may provide the Services under the terms of a Certificate, at Our discretion.

5. Warranty Protection. Arctera’s standard stated warranties, remedies and disclaimers apply, as indicated in the relevant EULAs and/or Certificates for the Arctera products You purchase.

6. Intellectual Property Claims. If anyone makes a claim against You that the Licensed Software infringes any intellectual property right, We will defend, indemnify and hold You harmless from that claim. However, We will only do so if You (a) notify Arctera of the claim in writing, as soon as You learn of it; and (b) cooperate fully with Arctera in connection with Our defending against the claim; and (c) allow Arctera to solely control the defense including related settlement negotiations about the claim, so long as You have not prejudiced Our ability to defend the claim, and have not separately settled the claim.

If You are prohibited from using the Licensed Software due to the infringement claim, or if We believe in Our sole opinion that the Licensed Software is likely to become the subject of an infringement claim, then We will do one of the following: We will either obtain for You the right to keep using the Licensed Software, or modify the Licensed Software to make it non-infringing, or replace it with a non-infringing version that is substantially comparable in functionality, in which case You will stop using any infringing version of the Licensed Software. However, if We decide in Our sole opinion that none of the previous options are commercially reasonable, We may terminate Your license and Our obligations under this Agreement for the affected Licensed Software, in which case We will refund to You the entire license fee You paid for the relevant Licensed Software, plus a pro-rated refund of any unused, prepaid maintenance fees for the applicable Licensed Software.

In any case, Our obligations under this provision do not apply to infringement claims where the claim is based on: Licensed Software modified by someone other than by Arctera or its representatives; or combination of the Licensed Software with any product not specifically authorized by Arctera to be combined with the Licensed Software; or use of the Licensed Software in a way inconsistent with the Documentation and this Agreement; or Your continued use of the infringing Licensed Software after We gave or offered You any modified or replacement non-infringing Licensed Software for no additional charge. This provision describes Our sole liability and Your exclusive remedy for infringement claims.

v 2025

ARCTERA PROPRIETARY– PERMITTED USE ONLY

3

7. LIMITATION OF LIABILITY. EXCEPT WHERE LIMITED BY APPLICABLE LAW, THE FOLLOWING APPLIES EVEN IF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS, AND REGARDLESS OF THE LEGAL BASIS FOR A CLAIM: IN NO EVENT SHALL EITHER YOU OR ARCTERA (A “PARTY”) BE LIABLE TO THE OTHER OR TO ANYONE FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT. THE FOREGOING APPLIES, EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR AGENTS HAVE BEEN TOLD SUCH DAMAGES UNDER (i) or (ii) MIGHT OCCUR. EXCEPT FOR YOUR LIABILITY ARISING FROM YOUR BREACH OF LICENSE USE RIGHTS, RESTRICTIONS OR LIMITATIONS UNDER THIS AGREEMENT, NEITHER YOUR NOR ARCTERA’S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL EXCEED (1) THE FEES PAID OR OWED TO ARCTERA, DIRECTLY OR INDIRECTLY, FOR THE LICENSED SOFTWARE LICENSED ON A PERPETUAL BASIS, MAINTENANCE/SUPPORT OR SERVICES GIVING RISE TO THE CLAIM OR (2) THE FEES PAID OR OWED TO ARCTERA, DIRECTLY OR INDIRECTLY, DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE SUBSCRIPTION SOFTWARE GIVING RISE TO THE CLAIM (REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM). NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY’S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

8. Confidentiality.

8.1 “Confidential Information” means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party (“Discloser”), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (“Recipient”). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall not disclose the Confidential Information to any third party. A Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of this Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser’s rights as this Agreement.

8.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient’s possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser’s Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

8.3 Each party will retain all right, title and interest to such party’s Confidential Information. The parties acknowledge that a violation of the Recipient’s obligations with respect to Confidential Information may cause irreparable harm to the Discloser

v 2025

ARCTERA PROPRIETARY- PERMITTED USE ONLY

4

for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

9. Verification. We may audit Your use and deployment of the Licensed Software to verify Your compliance with this Agreement, including without limitation through collection and use of Collected Data, self-reporting, self-certifications, on-site audits and/or audits done using a third-party auditor reasonably acceptable to both parties. On-site audits will be done upon five (5) business days' prior written notice with minimal disruption to Your ongoing business operations and will be subject to Your reasonable safety and security policies and procedures, not more often than once each year. Any nondisclosure agreement that You require of an independent auditor shall not prevent disclosure of audit results to Arctera. You will pay Arctera for any discovered unauthorized deployments of Arctera products, at the undiscounted license list price in effect as of the audit completion date ("List Price"), unless otherwise mutually agreed. If the audit discovers that the List Price value of Your non-compliant Arctera software deployment exceeds five (5%) percent of the total List Price value of the Licensed Software You paid for, You will also pay the audit firm's reasonable costs. Otherwise, We will be responsible for the audit costs.

10. Term and Termination.

10.1 Term. Unless these Primary Terms or an Addendum is terminated as described below, these Primary Terms will continue to apply indefinitely, and each Addendum shall continue to apply for the term set forth in such Addendum.

10.2 Termination.

(a) Convenience. Either Arctera or You may terminate this Agreement for convenience upon thirty (30) days prior written notice. However, termination for convenience will not affect (1) any Addendum for the remainder of its stated term; instead, the termination will be applied as a non-renewal (except in cases where non-renewal is not a stated option under such Addendum) or (2) any Subscription Software or installment payments associated with a Subscription Software order. Termination for convenience also will not affect Your right to use previously purchased Licensed Software through the term of its license, nor any Maintenance/Support You purchased before termination.

(b) Cause. If either You or Arctera fail to comply with an important obligation or term of this Agreement or related Addendum this will be considered a "material breach" or "cause". If the material breach is still not corrected thirty (30) days after the breaching party receives written notice of it, then the non-breaching party may terminate this Agreement and related Addenda. This section does not apply to or replace an exclusive stated remedy, for intellectual property claims or warranty claims for which an exclusive stated remedy is provided under this Agreement. If Arctera terminates this Agreement for a material breach, You must immediately stop using and destroy all copies of the Licensed Software in Your and Your Affiliates' possession or control, including any master copies. If Arctera requests in writing, You must also (within ten (10) days) certify in writing to Arctera through a corporate officer that all such copies have been destroyed.

(c) Insolvency. Either You or Arctera may terminate this Agreement and related Addenda on written notice, or reject any pending order, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding, or if the other party otherwise stops or threatens to stop doing business (an "Insolvency Proceeding"). If Arctera terminates this Agreement due to Your becoming the subject of an Insolvency Proceeding then, provided You are current with all Your other obligations under the Agreement, Your prepaid licenses for Licensed Software will not be terminated. In any case, Arctera retains all rights and interests under all applicable law, including without limitation, all rights set forth in 11 U.S.C. Section 365 in the

v 2025

ARCTERA PROPRIETARY- PERMITTED USE ONLY

5

United States, or other applicable laws in other jurisdictions, protecting the Licensed Software and Arctera's rights in connection with such software.

(d) Survival. The following provisions of this Agreement survive termination of this Agreement: restrictions on use of intellectual property, verification/audit, limitations on liability and disclaimers of warranties and damages, and Your payment obligations accrued prior to termination, including payment obligations for outstanding Subscription Software orders. In addition, Your license rights in Licensed Software and Your right to receive Maintenance/Support purchased prior to termination shall survive such termination, except where Arctera terminates for cause or an Insolvency Proceeding.

11. Export. Arctera products (Licensed Software) and related technical data and services (collectively, "Controlled Technology") 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), 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 Controlled Technology 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 Controlled Technology: (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, U.S. Department of State, 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 (iv) otherwise in violation of any export or import restrictions, laws or regulations of U.S. or other applicable jurisdictions. More information can be found at: <https://www.arctera.io/export-compliance>.

12. U.S. Government Commercial License Rights. This Section applies only to customers who are U.S. Government entities. The Arctera Licensed Software and Documentation are deemed to be commercial computer software as defined in FAR 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Arctera Licensed Software or related Documentation by the U.S. Government shall be solely in accordance with the terms of these Primary Terms, and all other provisions of these Primary Terms shall apply to the U.S. Government, except (a) as modified by any addendum agreed to in writing by Arctera and the U.S. Government and (b) that any provisions contrary to federal law shall be read out of these Primary Terms without impacting the validity and enforceability of its other provisions.

13. General. This Agreement shall be governed by and construed in accordance with (a) the laws of the State of California, if You are located in Americas; (b) the laws of England and Wales, if You are located in Europe Middle East or Africa (EMEA), (c) the substantive laws of England, if You are located in India, (d) the substantive laws of New South Wales, Australia, if You are located in Australia or New Zealand and all the Pacific Islands (ANZ) or (e) the substantive laws of Peoples Republic of China, if You are located in China, excluding Hong Kong, Macau and Taiwan, the substantive laws of Japan if You are located in Japan or (g) the substantive laws of the Republic of Singapore, if You are located anywhere else in Asia Pacific. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any

v 2025

ARCTERA PROPRIETARY- PERMITTED USE ONLY

6

amendments thereto, and without regard to principles of conflicts of law. If any part of this Agreement is found illegal or unenforceable, then that provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will remain in effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default. If Arctera fulfills Your or Your Authorized Affiliates' order(s), and Your request is subsequently found to be inconsistent with the terms of this Agreement, then Arctera's fulfillment of the order(s) shall not be deemed a waiver of Arctera's rights under this Agreement. Any later changes to this Agreement must be agreed to either in a written paper document referencing this Agreement and manually signed by both You and Arctera, or by Your electronic acceptance of standard Arctera online terms. You cannot assign (transfer ownership in) Your rights in individual Licensed Software licenses nor assign parts or all of this Agreement, without Arctera's prior express written consent. We will not unreasonably withhold or delay consent. If Your ownership (control) changes, that will be considered an assignment. Only the parties to this Agreement (specifically, Arctera or You) are entitled to enforce any term of this Agreement. However, if You and Arctera separately mutually agree in writing that any rights and/or obligations under this Agreement are assigned or novated to a third party (an "Assignee"), then this paragraph shall not prevent the Assignee from benefiting from or enforcing any such assigned or novated rights. If there is any conflict between the following documents, their terms shall apply in the following order: the terms of any Addendum, a fully executed valid Non-Disclosure Agreement between You and Arctera ("NDA"), these Primary Terms, the Certificates, and the EULA. This Agreement replaces any other agreement or understanding between You and Arctera that may have previously existed or currently exists relating to the same subject matter, except with respect to Confidentiality if You and Arctera have an NDA in place. A party is excused from its performance obligations (other than payment obligations) for so long as (and to the extent that), it is prevented from performing due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, regulatory requirements, shortages of transportation, facilities, fuel, energy, labor or materials.