

## **Arctera Terms for Marketplace Transactions**

If “You” are an End User who is purchasing an offering from Arctera US LLC and/or its affiliates (“Arctera”) on a CSP Marketplace (“Marketplace”) for Your internal use:

By purchasing an Arctera offering on the Marketplace, “You”, the End User licensee, agree that the terms governing Your use of Arctera offerings purchased through Marketplace are Arctera’s standard terms for the purchased offering, available at:

<https://www.arctera.io/license-agreements>. Arctera reserves the right to reject any order for any reason in its sole discretion.

If the Arctera offering is a hosted/SaaS service, Your agreement is: (a) if applicable, the signed agreement in place between You and Arctera that applies to Your use of Arctera hosted/SaaS services OR, (b) in the absence of a signed agreement, collectively (i) the applicable service description for the SaaS service offering (“Service Description”) and (ii) the SaaS services terms, both as in effect the date Arctera accepts your Marketplace order, current copies and updates of which will be published at <https://www.arctera.io/license-agreements> (or successor address). Please read Your Agreement, especially the Service Description, for important information regarding how Arctera will deliver the service to You, such as any applicable service level agreements, auto-renewal options, cancellation procedures, data extraction capabilities, data deletion processes, or overage charges.

If the Arctera offering is a software license, Your agreement is: (a) if applicable, the signed agreement in place between You and Arctera that applies to Your use of Arctera software licenses OR (b) in the absence of a signed agreement, collectively (i) the end user license agreement (EULA) and (ii) the product use rights supplement incorporated by reference for the applicable Arctera software product offering, current copies and updates of which will be published at <https://www.arctera.io/license-agreements> (or successor address).

Please read Your Agreement for important information regarding how Arctera will license the applicable software to You. NOTE: Except as otherwise authorized by Arctera or required by law, You may use the software only within the country in which You are located based on Your Marketplace registration.

If “You” are a channel partner who is purchasing an offering from Arctera US LLC and/or its affiliates (“Arctera”) for a third-party end customer’s use:

By purchasing an Arctera offering on the Marketplace, “You”, the company purchasing the Arctera offering on the Marketplace on behalf of the identified end user customer (“End Customer”), agree that Arctera offerings, including those Arctera offerings purchased through Marketplace, are provided to End Customers as the licensees, for use in accordance with the applicable Arctera end user terms (“End User Terms”), available at:

<https://www.arctera.io/license-agreements> (or successor address). With respect to the terms of use or performance of Arctera offerings, You shall not provide an End Customer with different terms and conditions or require End Customer to enter into any terms and conditions other than the applicable Arctera End User Terms. Arctera reserves the right to reject any order for any reason in its sole discretion. NOTE: Except as otherwise authorized by Arctera or required by law, You may resell and/or market the Arctera offerings only within the country in which You are located based on your Marketplace registration.