

TWINGATE

MARKETPLACE STANDARD CONTRACT

Version Date: November 4, 2022

This Marketplace Standard Contract (“**Standard Contract**”) sets forth the terms applicable to your access to, and use of, Twingate-branded products and services provided to you (“**Customer**”) by Twingate, where you are subscribing to such products and services (“**Services**”) through a Marketplace. The offer of the Services through a Marketplace, and Customer’s use and purchase of the corresponding Services through the Marketplace, constitutes each party’s respective acceptance of this Standard Contract and their entry into this Agreement. The “**Effective Date**” of this Agreement is the date that Customer enters into this Agreement with Twingate.

If you are entering into this Agreement on behalf of an entity, you must have the necessary authority to enter into this Agreement on behalf of that entity before proceeding. In such a case, you represent that you are authorized to bind that entity to this Agreement and subsequent references to “**Customer**” refers to that entity.

GENERAL TERMS

1. DEFINITIONS

Capitalized terms used but not otherwise defined in this Standard Contract have the meanings given to them in the Customer Agreement. In this Agreement:

“**Agreement**” means this Standard Contract (including any exhibits or other documents incorporated herein by reference, such as the Customer Agreement), the Order Form, and any amendments to any of the foregoing as may be agreed by the parties, which together constitute the entire agreement between Twingate and Customer.

“**Customer Agreement**” means the Customer Agreement available at <https://www.twingate.com/terms>.

“**Marketplace**” means a software or software-as-a-service marketplace operated by an independent third party authorized by Twingate to market Twingate products and services for trial or purchase under the terms of this Standard Contract. An example of a Marketplace is the Datadog Marketplace at <https://app.datadoghq.com/marketplace>.

“**Marketplace Offer**” means an offer by Twingate to Customer, as set forth on a Marketplace listing page that presents Twingate’s services for trial or purchase, to subscribe to such services. A Marketplace Offer includes any Twingate policies, procedures, and additional terms referenced or incorporated on such listing page.

“**Order Form**” means: (a) the Marketplace Offer that Customer has accepted that references or is made subject to this Standard Contract; or (b) any order form that Customer enters into with Twingate that is issued under and made subject to the terms of this Standard Contract.

2. CUSTOMER AGREEMENT

2.1. Customer Agreement. The parties agree that this Standard Contract is subject to the Customer Agreement, which is incorporated herein by reference. The definition of “Order Form” under the Customer Agreement is amended to match the definition of such term under Section 1 of this Standard Contract.

2.2. Precedence. In the event of any conflict or inconsistency among the various components of this Agreement, the order of precedence shall be: (a) any amendment agreed by the parties; (b) any Order Form (other than a Marketplace Offer); (c) any Marketplace Offer; (d) this Standard Contract; and (e) the Customer Agreement.

3. SUBSCRIPTIONS, FEES & PAYMENT TERMS

3.1. Fees. Notwithstanding anything to the contrary in the Customer Agreement, Fees, Overages, and any applicable taxes will be billed to Customer by the Marketplace provider (and not directly by Twingate).

3.2. Invoices. Customer and a Marketplace provider may have agreed to apply different payment terms to the purchase of Services through that provider's Marketplace. In such a case, those payment terms may apply instead of the payment terms specified in the Customer Agreement.

3.3. Card Payments. Section 3.9 (Card Payments) of the Customer Agreement is not applicable.

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ADDITIONAL MARKETPLACE TERMS

The terms below only apply if Customer is purchasing the Services through the applicable Marketplace.

DATADOG MARKETPLACE

DD1. Marketplace Provider. The Datadog Marketplace is provided by Datadog, Inc. ("**Datadog**").

DD2. Non-Renewal. Customer may cancel renewal of an automatically renewing subscription by using the termination or cancellation functionality available through the Datadog Marketplace.

DD3. Acknowledgements. Customer acknowledges that: (a) Twingate and not Datadog is the seller of record and provider of the Services; (b) nothing in this Agreement affects Customer's obligations under its agreements with Datadog; (c) Datadog does not assume, and expressly disclaims, any and all liability for the acts and obligations of Twingate relating to the Services and this Agreement; and (d) Twingate may use information submitted to Twingate via the Datadog Marketplace for the purposes of marketing products and services to Customer, subject to applicable law and compliance with opt out requests.

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