AURORA ENDPOINT DEFENSE
SUPPLEMENTAL PRODUCT TERMS

These Aurora Endpoint Defense Supplemental Product Terms ("***Supplemental Product Terms***") is an addendum to, supplements, and is made part of the General Terms located at https://arcticwolf.com/terms/general-terms/ (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "***General Terms***") (the Supplemental Product Terms and General Terms collectively referred to herein as the "***Agreement***") and, subject to the terms herein, governs Customer's use of the Aurora Endpoint Defense solution(s) set forth on an Order Form (the "***Solution***"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY CLICKING ON THE APPROPRIATE BUTTON WITHIN THE SOLUTION, OR BY INSTALLING, ACCESSING OR USING ANY THE SOLUTION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER, DO NOT COPY, INSTALL, ACCESS OR USE THE SOLUTION.

1. SOLUTION.

1.1 The Solutions are more fully described in the applicable Product Description located at https://docs.arcticwolf.com/ (the "***Product Description***") and incorporated herein by reference. Any capitalized terms not otherwise defined in these Supplemental Product Terms, or the General Terms shall have the definition in the Product Description.

1.2 The Solutions may include, to the extent identified on an Order Form, the Software and/or Services and applicable Documentation pertaining to Aurora Endpoint Solutions. "***Services***" means any paid service made available by or on behalf of Arctic Wolf hereunder and identified as an Arctic Wolf service, including Technical Support Services and cloud services made available via the Software, but excluding any Third-Party Items, and set forth on an accepted Order Form. "***Software***" means any Arctic Wolf proprietary enterprise software (and any licensed third-party software embedded therein) in object code form only (and not source code) provided hereunder, including server software, client software, personal computer software and interfaces and Documentation. Any upgrades, updates or modified versions of the Software that may be provided to Customer excludes any Customer or any third party provided: (i) software; (ii) content; (iii) services, including internet connectivity, systems, wireless networks and non-Arctic Wolf websites; and (iv) devices, servers, equipment and other hardware products (collectively, "***Third Party Items***").

1.3 Any Technical Support Services acquired by Customer, including as part of a subscription, may be provided by Arctic Wolf or an Authorized Partner, subject to Customer's agreement directly with such Authorized Partner. To the extent provided by Arctic Wolf, performance of such Technical Support Services are provided subject to: (i) the General Terms, as supplemented by these Supplemental Product Terms; (ii) the Technical Support Services program description found at https://docs.arcticwolf.com/ (or such other site as may be made available by Arctic Wolf from time-to-time), as may be amended by Arctic Wolf and which is incorporated herein by this reference; and (iii) Customer's payment of all applicable fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted Order Form. Customer agrees that it may be required to update Software and/or Third Party Items to continue to access or use the Solution, Third Party Items or portions thereof.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the normal delivery of the Solution includes, depending on the Solution deployed:

2.1.1 Aurora MDR Data. If Aurora Managed Endpoint Defense on Demand or Aurora Endpoint Defense are included in the subscription, Arctic Wolf may process Aurora MDR Data. "***Aurora MDR Data***" means the operational system log data and any other information provided by Customer in furtherance of its use of the Solution and which Customer may elect to submit to Arctic Wolf using the Solution, including, but not limited to operational system log data and any other information provided by you in furtherance of your use of the Solutions and which you may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. Personal data included in the of data to deliver these Solutions may include IP addresses, first name, last name, username, user unique identifier., but excluding Threat Intelligence Data.

2.1.2 Endpoint Solutions Data. If Aurora Endpoint Defense, Aurora Protect, Aurora Protect Server, or Aurora Protect Mobile are included in the subscription, Arctic Wolf may process Endpoint Solutions Data. ***"Endpoint Solutions Data"*** may include usernames, first name, last name, email address, IP addresses, username unique identifier, user privileges, device name, account status, password status, password age, country code, account type, assigned workstations, failed login attempts, roaming configuration, removable media events (insertion, removal, file copy), script execution events (JScript, VBScript, and VBA macro script, PowerShell), Windows event logs, WMI events, SMS sender ID, SMS message contents and hyperlinks from unknown senders.

2.2 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers selected by Customer and specified within the Unified Portal and may be processed as set forth in the Agreement and Data Processing Addendum.

2.3 Potentially Malicious Code and Anonymous Data.

2.3.1 Transmission of Files. Customer acknowledges that a feature of certain Solutions is to facilitate analysis of files and processes (including portable executable files, meta data, systems files, dll files, binary files, and/or other executable code, including those which may from time to time be embedded in other file types) that exist on, or are being introduced to Customer's devices ("Files") to identify potential or actual malicious code, malware or other intrusive artifacts or processes therein ("Potentially

Malicious Code"). Customer therefore acknowledges and agrees that, in certain configurations, to function optimally, the applicable Solution may transmit Files to servers owned or controlled by Arctic Wolf or may otherwise analyze Files.

2.3.2 Anonymous Data. Arctic Wolf may reduce Potentially Malicious Code to a unique hash, and Arctic Wolf may deconstruct, analyze and catalogue Potentially Malicious Code to determine functionality and potential to cause instability or damage to Customer's devices. Arctic Wolf may also use the unique file hash to identify files on other systems as Potentially Malicious Code and use and distribute the unique file hash to promote awareness, detection and prevention of internet security risks, in which case the unique file hash will be without attribution to Customer, Customers' operations, systems, networks or devices (individually and collectively, "***Anonymous Data***"). Arctic Wolf may also extract, compile, synthesize, and analyze non-personally identifiable data transmitted by Solutions, or information resulting from Customer's use of or access to the Solution, in each case to the extent such data or information only includes Anonymous Data. Customer agrees that Arctic Wolf may use, copy, modify, distribute and display Files, Anonymous Data and Potentially Malicious Code for Arctic Wolf's business purposes, including research, development, enhancement and support of products and services. Without limiting the foregoing, Arctic Wolf will not identify Customer as the source of any Files, Anonymous Data or Potentially Malicious Code.

2.3.3 Risks Regarding Potentially Malicious Code. If the Solution identifies Potentially Malicious Code, certain configurations of the Solution may block Potentially Malicious Code from execution, in which case Customer may either allow execution of the Potentially Malicious Code or quarantine it. Alternatively, Customer may determine that Potentially Malicious Code is acceptable for use on Customer devices and need not be blocked or quarantined. Customer acknowledges that blocking the execution of or quarantining or running Potentially Malicious Code may result in a loss of functionality of Files, applications, or the Customer's devices, and cause other potential harm or loss. CUSTOMER'S DECISION TO BLOCK, QUARANTINE OR ENABLE EXECUTION OF POTENTIALLY MALICIOUS CODE IS AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT ARCTIC WOLF HAS NO CONTROL OVER THE SPECIFIC CONDITIONS UNDER WHICH CUSTOMER USES THE SOLUTION OR ALLOWS OR DISALLOWS POTENTIALLY MALICIOUS CODE TO EXECUTE THE SOLUTION. THE SOLUTIONS DO NOT REPLACE CUSTOMER'S OBLIGATION TO EXERCISE CUSTOMER'S INDEPENDENT JUDGMENT WITH RESPECT TO THE EXISTENCE OR SUITABILITY OF POTENTIALLY MALICIOUS CODE EXISTING ON ITS DEVICES OR THE SECURITY THEREOF.

3. TRIAL LICENSE. If the Solution is provided by Arctic Wolf to Customer for internal testing purposes ("**Trial**"), the license set out above shall be of a limited duration from when the applicable Solution is made available by Arctic Wolf to Customer and may be terminated by Arctic Wolf at any time in its sole discretion ("**Trial Period**") and shall apply solely to the extent necessary to perform the Trial. Notwithstanding anything to the contrary in this Agreement, such license shall automatically terminate upon the expiry of the Trial Period, or earlier if Customer breaches any provision of this Agreement, and subsection 12 (d) of this Agreement shall apply. The Trial Period may be extended or terminated by Arctic Wolf in writing (email sufficient) at any time in its sole discretion.

4. CUSTOMER WARRANTIES. In addition to any warranties set forth in the General Terms:

4.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT WHERE THE SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, ARCTIC WOLF HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS.

4.2 CUSTOMER ACKNOWLEDGES AND WARRANTS THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE SOLUTION; OR (II) CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S (OR ITS USERS') ENDPOINTS, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST ARCTIC WOLF ARISING FROM OR RELATING TO THIS SECTION 4.2.

5. TERMINATION. Except as otherwise required by law and provided that the Solution is no longer in use by Customer, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession one hundred-twenty (120) days following expiration or termination. Notwithstanding anything contrary herein, should Customer fail to immediately cease all use of and/or access to the Solution and delete and/or destroy all copies of Software that are in Customer's possession or control, the subscription will not terminate, and Customer shall remain responsible for payment of fees pertaining to the subscription.

GENERAL TERMS AND CONDITIONS[1]
(online)

These General Terms and Conditions (the "***General Terms***") is a legal agreement entered into by and between Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and the customer identified on an order form ("***Customer***") and governs any order forms, quotes, statements of work ("***SOW***"), or other similarly intended ordering document (however named) executed or accepted by Customer (each an "***Order Form***") that reference this Agreement or pertains to purchase of an Arctic Wolf subscription, product, or service (collectively, "***Product*** *or "****Products****"*). The Order Form may be issued to Customer by Arctic Wolf or an authorized resale partner, as applicable ("***Authorized Partner***"). These General Terms are effective on the date (the "***Effective Date***") Customer executes an Order Form, accepts an Order Form by submitting a matching purchase order to Arctic Wolf or to the Authorized Partner, as applicable, or otherwise accepts delivery or receives the benefit of the Products. This Agreement governs Customer's purchase, receipt, or use of the Products, as identified on an Order Form, and sets forth the terms and conditions under which those Products will be delivered. Products are subject to additional terms and conditions ("***Supplemental Product Terms***" and also referred to as "***Product Agreement***") which are provided at https://arcticwolf.com/terms/. Any applicable Supplemental Product Terms, the Data Processing Addendum as set out in Section 7.2 below (as applicable), the Business Associate Addendum as set out in Section 13.9 below (as applicable), any Order Forms pertaining to the Product, together with the Privacy Notice and Acceptable Use URL terms (collectively the Privacy Notice and Acceptable Use Policy, "***URL Terms***") are each incorporated into these General Terms and form the agreement (hereinafter referred to as this "Agreement"). If there are conflicting terms, the order of precedence shall be as follows: (i) the applicable Supplemental Product Terms, (ii) these General Terms, and (iii) the URL Terms. If there is any conflict between these General Terms and the Data Processing Addendum or the Business Associate Addendum, the Data Processing Addendum and Business Associate Addendum shall prevail. For the avoidance of doubt, any other terms referenced by URL herein (but excluding the URL Terms) shall solely govern the products and services described therein. Capitalized terms have the meaning assigned to them in these General Terms, except as otherwise provided herein. Unless otherwise prohibited by the terms of any existing agreement Customer may have with Arctic Wolf for the Product(s), this Agreement shall apply to Customer's use and Arctic Wolf's delivery of the applicable Products to which Customer has subscribed or purchased in accordance with the "Updates" terms set forth in such existing agreement.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, AN ORDER FORM, DELIVERING A PURCHASE ORDER OR OTHER CONFIRMATION TO ARCTIC WOLF OR THE AUTHORIZED PARTNER DOCUMENTING ACCEPTANCE OF AN ORDER FORM, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE PRODUCTS, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT AND/OR THE SUPPLEMENTAL PRODUCT TERMS, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE TERMS OF THE AGREEMENT AND ACCEPTS THE OFFER TO PURCHASE OR SUBSCRIBE TO THE PRODUCTS, AS APPLICABLE, PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THE AGREEMENT ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THE AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THE AGREEMENT, DO NOT ACCEPT THE ORDER FORM, ISSUE A PURCHASE ORDER OR OTHER CONFIRMATION, OR OTHERWISE USE THE PRODUCTS.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Products. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific Products as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party.

A Product will be comprised of the Components, if applicable, as delineated and defined in the applicable Supplemental Product Terms which may be updated from time-to-time by Arctic Wolf in its sole discretion in accordance with Section 12 as needed to accommodate development, implementation, and deployment of new features and functionality and Customer's use and licensing thereof. Any data provided by Customer to Arctic Wolf necessary for the delivery of the Products will be set forth herein and in the Supplemental Product Terms (the "***Data***") and used in accordance with the terms of this Agreement and Arctic Wolf's Privacy Notice located at https://arcticwolf.com/terms/privacy-notice-for-customers/ (the "***Privacy Notice***"). In the delivery of all Products, the Data will include Points of Contact Information. "***Point of Contact Information***" means information collected by Arctic Wolf about Customer's permitted users of the Products, including Administrators, during various phases of Products delivery and throughout the life of the subscription. Point of Contact Information may include the following personal data: first name, last name, corporate email address, phone number, job title, address, and organization hierarchy. For the avoidance of doubt and to the extent any executed General Terms apply, any technical controls pertaining to the Data described therein are specific to and apply only to Products to which such technical controls were intended to cover.

1.2 License Grant. Provided Customer is compliant with the terms of this Agreement, including payment of all applicable fees, Arctic Wolf grants to Customer a personal, revocable, non-exclusive, non-transferable license to internally install, access and/or use the Products identified on an Order Form. Additional license grants specific to the applicable Products may be set forth in the Supplemental Product Terms.

[1] These General Terms are formerly known as the Solutions Agreement.

1.3 Use Rights. To the extent Customer has purchased or subscribed to a specific Product, Customer may access and use the Products, including any Components identified within the Supplemental Product Terms, and any Documentation associated therewith, solely for its own and its Affiliates' internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, endpoint, or such other licensing metric designated in the applicable Order Form, and the Supplemental Product Terms. "***Documentation***" means user manuals, training materials, Product Descriptions (as defined in the Supplemental Product Terms), specifications, and other printed information relating to the applicable Product, as in effect and made generally available from Arctic Wolf at https://docs.arcticwolf.com/ but expressly excluding marketing and sales collateral and materials.

1.4 Future Functionality. Subject to the warranties set forth in Section 9, Customer agrees that it has not relied on the promise of availability of any future functionality of the Products or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Products, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.5 Modifications by Authorized Partner. Customer understands and agrees that any Authorized Partner may not modify this Agreement, except in the event specifically and expressly stated within this Agreement, or make any commitments related to the delivery or performance of the Products on Arctic Wolf's behalf and any proposals, marketing collateral, or other similar Product descriptions provided by the Authorized Partner shall not apply.

1.6 Beta Products.

1.6.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("***Beta Products***"). Customer may accept or decline any such trial in its sole discretion. Any Beta Products will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.6.2 Restrictions and Disclaimers. Beta Products are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable U.S. and foreign consumer protection laws, Beta Products are not considered Products hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA PRODUCTS. Arctic Wolf may discontinue the Beta Products at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Products will be made generally available.

1.6.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA PRODUCTS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA PRODUCTS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA PRODUCTS.

1.6.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA PRODUCTS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED FIFTY DOLLARS ($50) USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA PRODUCTS.

1.6.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Products may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Products may not be available or reliable, and (c) Beta Products may not be subject to the same security or audits as the Products.

1.7 Security Operations Warranty. If Customer's Order Form includes the Arctic Wolf Security Warranty (the "***Service Warranty***"), upon finalization of the Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party warranty provider. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY, RECEIVE AN ENROLLMENT CONFIRMATION EMAIL, AND AGREE TO THE SUBSCRIBER TERMS LOCATED AT https://arcticwolf.com/terms/subscriber-terms/ (the "***Subscriber Terms***") TO RECEIVE THE SERVICE WARRANTY BENEFIT. Execution or acceptance of the Order Form or this Agreement DOES NOT constitute enrollment in the Service Warranty.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) identified by the parties and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment may be included as part of the subscription to certain Products, as defined within the Supplemental Product Terms, for use by Customer during the applicable Term or Subscription Term. If Customer attempts to install or use the Equipment at a location other than the locations determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Products may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer understands it must promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other ancillary costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and, unless otherwise agreed, for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Ownership.

3.1 Arctic Wolf Technology. Arctic Wolf owns or has the right to license Arctic Wolf Technology. "***Arctic Wolf Technology***" means the Products and Documentation and any such other Arctic Wolf Technology set forth in the Supplemental Product Terms. Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology (excluding any rights, title, and interest in any Third Party Products (as defined in Section 9.5 below) which shall be retained by its third party licensor(s)), Threat Intelligence Data (as defined in Section 3.2), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Products, excluding any Professional Services, are licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) Customer has no right to obtain source code related to the Software Components included in any Products offered as an on-line, hosted Product. Customer shall not use any Arctic Wolf Technology to contest the validity of any Arctic Wolf intellectual property. Any such use of Arctic Wolf Technology constitutes a material, non-curable breach of this Agreement.

3.2 Threat Intelligence Data. "***Threat Intelligence Data***" is created by Arctic Wolf and is derived from the Data and means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with these General Terms, or (ii) is collected or discovered during the course of Arctic Wolf providing Products, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

3.3 Data. As between the parties, Customer shall retain all right, title, and interest (including any and all intellectual property rights) in and to the Data (excluding any Arctic Wolf Technology used with the Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Data to the extent necessary to provide the Products to Customer in accordance with these General Terms.

4. Restrictions, Responsibilities, and Prohibited Use.

4.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy (except to the extent reasonably necessary for back up purposes), or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within the Products, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the Products or the data and information contained therein or block or disrupt any use or enjoyment of the Products by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) use the Product in connection with a service bureau offering or as a service provider whereby Customer operates or uses the Products deployed within its end user environments for the benefit of any unrelated third party (excluding use with Customer's Affiliates, but including any end user or customer of Customer); (vii) use the Products to monitor or scan any environments for which Customer has not received consent; (viii) include material or information in the Arctic Wolf Technology that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person; (ix) challenge the title or any other rights of Arctic Wolf in or to the Arctic Wolf Technology or any parts, derivatives or variations thereof; (x) contest the validity of the copyrights or other proprietary interests in or to Arctic Wolf Technology; (xi) claim any right, title or interest in or to the Arctic Wolf Technology or any parts, derivatives or variations thereof except as explicitly granted in this Agreement; (xii) provide Data or make its software, hardware, equipment, or systems available to Arctic Wolf in violation of any applicable law or contract; (xiii) abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy/; and (xiv) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Product. Customer shall not disclose the results of any benchmark testing, technical results or other performance data relating to a Product without Arctic Wolf's prior written consent.

4.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Products Customer subscribes to or purchase as identified on an Order Form in accordance with the terms of this Agreement and as further described in the Supplemental Product Terms. Any Software provided as part of the Products shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during any then-current Term or Subscription Term, as applicable.

4.3. Customer Responsibilities.

4.3.1 Administrators. Customer is responsible for identifying the administrative users for its account which may include Customer's and its Affiliates' authorized (email authorization sufficient) third party service providers and agents ("***Administrators***"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Product dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and any other business purposes and Customer consents to such activity. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators.

4.3.2 Third Party Access. Customer and any third parties under its control shall keep its account and passwords confidential. Customer shall not permit any third party to access or use the applicable Product(s) except as otherwise set forth in this Agreement or unless Arctic Wolf has provided prior express written consent.

4.3.3 Impacts and Requirements. Transmission of Customer's Data to Arctic Wolf using the Products may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if Customer's Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to Response Actions, and similar functionalities included with the Products. Hosting providers used by Arctic Wolf to deliver the Products may experience service interruptions and service outages outside the control of Arctic Wolf. If such a hosting provider issues an outage notice that could materially impact delivery of the Products, Arctic Wolf will use commercially reasonable efforts to promptly notify Customer about the outage and communicate the planned recovery time provided by the hosting provider. As part of the Products, Arctic Wolf may make recommendations to Customer relating to Customer's environment, the deployment of software and services, and enablement of Product features. Customer is responsible for making decisions, in its sole discretion, pertaining to the implementation of any Arctic Wolf recommendations and Arctic Wolf has no liability for such decisions. Customer acknowledges that any changes Customer makes to its code, infrastructure, or configuration of certain Products after initial deployment may cause the Product to cease working or function improperly or could prevent Arctic Wolf from delivering the Products and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Product deployed, a Product may consume additional CPU and memory in Customer's environment while running in production.

4.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any laws or regulations of the United States, United Kingdom, European Union, or other applicable jurisdictions regarding bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "FCPA"), as amended, or UK Bribery Act 2010. Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, any representative of any public international organization, any officer, director, or employee of a state-owned or controlled entity, or any person acting in any official capacity for or on behalf of any government, state-owned entity or public international organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of these General Terms; and each party agrees to immediately notify the other party should the foregoing change during the term of these General Terms. Each party represents and warrants that neither these General Terms nor the performance of or exercise of rights under these General Terms is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of these General Terms, in entering this Agreement and would not enter these General Terms in its absence).

4.5 Trade Controls. Customer understands that the Products may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, the United Kingdom, member states of the European Union, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to these General Terms ("Trade Controls"). Customer shall ensure that the Products are not directly or indirectly re-exported, provided or transferred (i) without any requisite authorizations, approvals, or licenses as required under applicable Trade Controls, or (ii) to any jurisdiction that is subject to a comprehensive embargo by relevant governmental authorities (such as Cuba, Iran, North Korea, Syria, or the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine) ("Embargoed Countries"), or to any person or entity listed on, or which is 50% or more owned or otherwise controlled by persons listed on, any restricted or prohibited persons list issued by Canada, the United States, the United Kingdom, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the U.S. Commerce Department's Bureau of Industry and Security's Denied Persons, Entity, Unverified, or Military End-User Lists or the U.S. Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List, the Canadian Special Economic Measures Act consolidated list, the UK Consolidated List of Financial Sanctions Targets, and the consolidated list of persons, groups and entities subject to EU financial sanctions (collectively, "Restricted Persons"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not located, organized, or resident in an Embargoed Country and are not Restricted Persons. Customer shall not use the Products (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Products will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form reasonably requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Products, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls; or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Products are resold or transferred in violation of any Trade Controls or the provision of these General Terms, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

4.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees these General Terms, including the URL Terms, Order Form and Exhibits, if any, are the sole set of terms governing the delivery of the Products to Customer and for the avoidance of

doubt, terms related to acceptance related to any services or work product shall not apply unless otherwise set forth in the Supplemental Product Terms. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or similar agreement Customer is using to purchase the Products (as defined below) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolf's authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during a subscription term or engagement term, as applicable, Arctic Wolf will maintain security controls and processes as described in the applicable Supplemental Product Terms or in the Data Processing Addendum (as defined below). Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Products, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Products. If Customer does intend to rely on the Products to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Products, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government is governed solely by these General Terms and are prohibited except to the extent expressly permitted herein.

Customer represents it has the requisite authority to enter into and perform under these General Terms.

5. Fees, Payment, Taxes, and Audit. Pricing for the Products will be specified on an Order Form. Certain Products may be provided (a) on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***"), (b) on a time and materials basis, (c) for a one-time fixed fee cost, or (d) such other bases set forth on an Order Form (collectively, the "***Fees***"). All fees are non-cancelable and non-refundable. The Term or Subscription Term will be set forth on an Order Form. EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, REFUNDS OF ANY FEES OR OTHER PAYMENTS ALREADY PAID WILL NOT BE PROVIDED EXCEPT AS SET FORTH IN THIS AGREEMENT.

5.1 Order Forms and Invoices Issued by Arctic Wolf. If an Order Form is issued to Customer by Arctic Wolf, the following terms, in addition to any terms in the Supplemental Product Terms, shall apply:

All fees are payable in the currency set forth in the Order Form (or applicable invoice) and shall be due and owning net thirty (30) days from the date of invoice unless otherwise set forth on an Order Form. Late payments shall bear interest at a rate equal to the maximum rate permitted by law. In the event any action is taken to pursue collection of any fees payable hereunder, Customer will reimburse Arctic Wolf for Arctic Wolf's costs associated with such collection, including reasonable legal fees where applicable, in line with the statutory lump sum indemnity for recovery charges. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("***Indirect Taxes***"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department. Customer shall pay all amounts in the currency reflected in the Order Form and by the method listed on the invoice. Any suspension because of Customer's failure to pay fees when due will not relieve Customer of its payment obligations.

5.2 Order Forms Issued by Authorized Partner. If an Order Form and/or invoice is issued to Customer by an Authorized Partner, Section 5.1 does not apply, and the following terms apply: Customer is purchasing the Products through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Products under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 10. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to any renewal Term or Subscription Term, as applicable.

5.3 Online Purchased Subscriptions. If Customer's subscription is purchased online, subscription fees shall be remitted via an online third-party payment processor at the time of processing of the subscription within the Product or on the Arctic Wolf website. In such event, subscription fees will be collected by Arctic Wolf's third-party payment processor and will be subject to such third-party payment processor's terms and conditions, including any terms related to data privacy.

5.4 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement and any Supplemental Product Terms, including specifically, as applicable for the Product, its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Products by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses for a subscription based product as subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Fees in accordance with this Section 5.

6. Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp, or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. This Section 6 will supersede any non-disclosure agreement by and between the parties (whether entered before, on, or after the Effective Date) and such agreement will have no further force or effect with respect to Confidential Information defined herein. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology, and Threat Intelligence Data (as defined above). Confidential Information of Customer includes the Data. Data includes Point of Contact Information (as defined herein) and any other Data identified in the applicable Supplemental Product Terms.

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder, in the applicable Supplemental Product Terms, and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 6. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Products. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Products. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that are available in law, in equity or otherwise, the disclosing party is entitled to seek injunctive relief to prevent unauthorized use or disclosure. Arctic Wolf, subject to the Privacy Notice, may retain Contract Account Information which is contract administration data which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

7. Personal Information; Data Privacy.

7.1 Personal Information. Confidential Information provided by Customer may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access the Data, including any Personal Information therein, for the Products, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

7.2 Data Protection. As required by law or as otherwise agreed by the parties, additional data protection terms are outlined in a separate data processing agreement between the parties (referred to herein as a "***Data Processing Addendum***") and available at https://arcticwolf.com/terms/dpa/ (or such other Data Processing Addendum executed by the parties). The Data Processing Addendum shall be incorporated into, and form an addendum to, these General Terms. With respect to Data that constitutes Personal Information, Customer shall act as the accountable organization or the data controller, and Arctic Wolf shall act as the service provider or the data processor. Except as may be required by Data Protection Laws, Arctic Wolf will process the Personal Information solely in accordance with Customer's Instructions. The "Instructions" are defined in this Agreement, the Data Processing Addendum, and as may be additionally communicated by Customer to Arctic Wolf in writing from time-to-time. Arctic Wolf will process Personal Information in compliance with the Data Protection Laws. As defined in the Data Processing Addendum, "Data Protection Laws" means one or more of the following data protection laws or regulations as applicable to the Processing of Personal Information by Arctic Wolf under this Agreement: (i) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("***GDPR***"); (ii) the United Kingdom ("***UK***") Data Protection Act 2018 and the UK General Data Protection Regulation ("***UK GDPR***"); (iii) Swiss Federal Data Protection Act on Data Protection of 25. September 2020 (Status as of 1. September 2023) ("***FDPA***"); (iv) the data protection regulations of the United States, including but not limited to, California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 ("***CCPA***"); (v) the South Africa Protection of Personal Information Act ("***POPIA***"); (vi) the Australia Privacy Act No. 119 1988 (as amended); (vii) Canadian Personal Information Protection and Electronic Documents Act ("***PIPEDA***"); (viii) Singapore's Personal Data Protection Act 2012 (the "***PDPA***"); and (ix) any relevant law, statute, regulation, legislative enactment, order or other binding instrument, that implements, supplements, or amends the foregoing. Where permitted by a lawful basis, Arctic Wolf may process Personal Information in the United States or other countries or jurisdictions outside of the country where it was collected, as described in the Supplemental Product Terms and the Data Processing Addendum. Customer will comply with its obligations under all laws applicable to it as an employer, the accountable organization, and/or data controller, including the responsibility for providing any requisite notices and obtaining any consents for such collection, processing, and transfer of Personal Information, including international transfers.

8. Indemnity.

8.1 Arctic Wolf's Indemnity. Subject to Section 8.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third-party claim or action to the extent based on the allegation that the Products infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, Switzerland, South Africa, New Zealand, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third-party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Products, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 8.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

8.2 Customer Indemnity. Subject to Section 8.3 and to the extent permitted by law, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 4 or 7.1. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

8.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

8.4 Options. If Customer's use of the Products has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Products as set forth hereunder; (b) replace or modify the Products to make them non-infringing; (c) substitute an equivalent for the Products; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

9. Warranty and Warranty Disclaimer.

9.1 Mutual Warranties. Each party represents and warrants to the other party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

9.2 Product Warranty. ARCTIC WOLF WARRANTS THAT DURING THE TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE PRODUCTS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE PRODUCTS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE DELIVERY AND PERFORMANCE OF THE PRODUCTS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 9.2, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.1 ABOVE, OR OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS OR PROVIDED IN SECTION 9.4 OF THIS AGREEMENT), REPAIR OR REPLACE THE PRODUCTS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE PRODUCTS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE PRODUCTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE PRODUCTS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) ALL THREATS, VULNERABILITIES, ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIED. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE PRODUCTS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE PRODUCTS. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, NOR IS IT INTENDED FOR THE OPERATION OF NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, LIFE-SUPPORT SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

9.3 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT NEW THREATS ARE CONSTANTLY EVOLVING. ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE PRODUCTS**.** CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE APPLICABLE PRODUCT DESCRIPTIONS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ANY THIRD-PARTY SYSTEMS (NOT INCLUDING THIRD PARTY PRODUCTS AS DEFINED IN SECTION 9.5 BELOW) OR SERVICES, INCLUDING ANY CLOUD IAAS AND SAAS SYSTEMS, TOOLS, AND/OR ENVIRONMENTS AND ANY DIAGNOSTIC TOOLS, API'S, AND OTHER SUCH INTEGRATIONS, THAT CUSTOMER USES OR DEPLOYS IN CONNECTION WITH THE DELIVERY OF THE PRODUCTS.

9.4 Open Source Warranty. Customer acknowledges that certain components of the Products ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Products will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to third party Open Source Components require Arctic Wolf to make an offer to provide source code or related information in connection with the Open Source Components, such offer is hereby made. Any request for source code or related information should be directed only to legal@arcticwolf.com.

9.5 Third-Party Product. Third-Party Product (as defined in this Section 9.5) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Products (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third-Party Products. "***Third-Party Product***" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Components.

9.6 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all its Administrator IDs, usernames, and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Products; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Products or any breach, or attempted breach, of security of the Products; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the *"**FCPA**"*); (v) not use the Products and transfer any Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Products, including specifically, any Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Products; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Products. Customer authorizes Arctic Wolf to perform the Service Components of the Products as identified in the Supplemental Product Terms (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform such Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party(ies) to permit Arctic Wolf to provide such Services on such third party's network resources.

10. Limitation of Liability.

10.1 Limitations of Liability. TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 10.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE PRODUCTS, LOST REVENUES OR PROFITS, LOSS OF PRODUCTS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO (OR IF FEES HAVE NOT YET BEEN PAID, IN THE TWELVE MONTH PERIOD FOLLOWING) THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 10.1, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 10.2 OF THIS AGREEMENT.

10.2 Australia Competition and Consumer Act. FOR AUSTRALIAN CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2,* SECTION 10.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.2. THIS SECTION 10.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

11. Term and Termination; Suspension; Survival.

11.1 Term and Renewal. This Agreement shall be in effect for the Subscription Term or Term, as applicable, specified in the Supplemental Product Terms or on an Order Form, and any renewal thereof. Unless otherwise set forth on the Order Form or the applicable Supplemental Product Terms, any Subscription Term will automatically renew in its entirety at the end of the initial Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and applicable price at the time of renewal; provided however, if either party would like to opt out of automatic renewal or reduce subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

11.2 Termination. Either party may terminate this Agreement for cause if: (A) if the other party (i) becomes insolvent; (ii) files a petition in bankruptcy; or (iii) makes an assignment for the benefit of its creditors; or (B) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within ten (10) days following written notice to such party, including Customer's non-payment of undisputed fees, and (C) as otherwise set forth in the Supplemental Product Terms. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession as set forth in the Supplemental Product Terms. Should Customer elect to have its Data returned upon expiration, it is the Customer's responsibility to work with Arctic Wolf to ensure such information is returned prior to destruction.

11.3 Suspension. Arctic Wolf may suspend its delivery of the Products (in whole or part) and Customer's use thereof if Customer fails to pay any undisputed amount within fifteen (15) days (or such longer period as Arctic Wolf may decide from time-to-time) of Arctic Wolf's (or Authorized Partner's) notice to Customer of such failure to pay or to comply with any law, court order, or governmental request. Additionally, if Customer's account is the subject of denial-of-service attacks, hacking attempts, or other malicious activities, or Customer's activities reasonably appear to be in breach of Section 4.1, Arctic Wolf may delete any files, programs, data, and email messages associated with Customer's account and/or will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Arctic Wolf's own systems, Customer acknowledges that Arctic Wolf may be required to suspend the Products until the issues are resolved. Arctic Wolf will provide advance notice to Customer of such suspension, where reasonably practicable. Arctic Wolf shall restore access to the applicable Product(s) as soon as the event giving rise to suspension has been resolved. Arctic Wolf reserves the right to charge a reconnection fee if any of the events listed above occurs in connection with any Customer act or omission.

11.4 Survival. Customer's payment obligations and provisions relating to property rights and confidentiality shall survive expiration or termination of the Agreement. Sections 3, 6 through 8, 10, 11 and 13 shall survive termination of the Agreement.

12. Updates. Arctic Wolf reserves the right to modify this Agreement, including the Supplemental Product Terms, URL Terms, and the Documentation in Arctic Wolf's sole discretion. In no event will any changes materially decrease the Product features and functionalities that Customer has purchased or subscribed to during the then-current Term. Should Arctic Wolf make any modifications, Arctic Wolf will post the amended terms on the applicable URL links, update the ***"Last Updated Date"*** within such documents, and notify Customer via email or such other direct written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Term. However, any subsequent renewal of the Term will be renewed under the then-current Agreement, unless otherwise agreed in writing by the parties.

13. Miscellaneous.

13.1 Notice. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com. Customer's address for notification purposes shall be as set forth on the Order Form. Either party may update its notice address upon written notice to the other party.

13.2 Publicity. Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Product.

13.3 Independent Contractors. The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-

franchisee, agency, partnership, or joint venture relationship between the parties. Each party shall be liable for the actions and obligations of its and its Affiliates, including any of their respective users, employees, subcontractors, agents, consultants, advisors, or such other similar third parties.

13.4 Assignment. This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

13.5 Governing Law; Dispute ReProduct. This Section 13.5 shall apply to the full extent permitted by law or venue. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("**Domicile**"), as follows:

Domicile	Governing Law	Venue
United States (including, D.C. and its inhabited territories)	Delaware	Kent County, Delaware
Japan	California	Santa Clara, California
Canada	Ontario	Toronto
United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand, the Russian Federation, Middle East, and Asia-Pacific (excluding Japan)	England	London

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration within the venue in the table above in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

13.6 Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

13.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing. This Agreement is entered into solely between and may be enforced only by Arctic Wolf and Customer. This Agreement will not be deemed to create any third-party rights or obligations and any person who is not a party to this Agreement shall not have any rights or remedies under or in connection with it.

13.8 Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.

13.9 Business Associate Addendum. In the event that Arctic Wolf receives personal healthcare information in the delivery of the Products, the parties agree to comply with the Business Associate Addendum (**"*BAA*"**) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties

have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

13.10 Interpretation. The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.11 English Language Controls. The parties to this Agreement confirm that it is their wish that the Agreement as well as all documents relating hereto have been and will be written and printed in the English language only. Where required by applicable laws, the parties also confirm that they have received and had an opportunity to review a French language version of this Agreement. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement. Lorsque les lois applicables l'exigent, les parties confirment également qu'elles ont reçu et eu l'occasion de consulter une version en langue française de la présente entente.* In the event a translation of this Agreement is prepared for any purpose, Customer acknowledges that the English language version shall govern in the event of any inconsistency between the English version and such translation.

13.12 Rights of Third Parties. Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

SOLUTION LICENSE AGREEMENT

This Solution License Agreement (the "**Agreement**") is a legal agreement between you on behalf of a company or other entity as its representative ("**You**" or "**Customer**") and Arctic Wolf Networks, Inc. ("**Arctic Wolf**") regarding the use of the Solutions (as defined below). Together You and Arctic Wolf are the "**Parties**" and individually a "**Party**". This Agreement includes and incorporates by reference the Terms and Conditions of Sale located at https://arcticwolf.com/terms/terms-and-conditions-of-sale/.

BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING, ACCESSING OR USING ANY THE SOLUTION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER, DO NOT COPY, INSTALL, ACCESS OR USE ANY SOLUTION.

1. DEFINITIONS.

(a) "**Affiliate**" means, with respect to any legal entity, any other entity controlling, controlled by, or under common control with such entity.

(b) "**Authorized Users**" means Customer's employees and independent contractors.

(c) "**Beta Solutions**" means any pre-commercial release or evaluation versions of a solution or service made available to Customer by Arctic Wolf under additional terms and conditions.

(d) "**Customer Data**" means the applicable data, files, messages, executable files or code, system activity uploaded, inputted or otherwise submitted by Customer and/or its Authorized Users to Arctic Wolf or collected from the Customer and/or its Authorized Users through the normal operation of the specific Solution, and any other Customer Data specified in the Documentation and/or Privacy Notice defined in Section 10 below.

(e) "**Documentation**" means any applicable Arctic Wolf end user documentation provided by Arctic Wolf (excluding any marketing or promotional materials).

(f) "**Endpoints**" means wireless devices, desktops, computer systems and any other endpoints with which the Solution operates.

(g) "**Intellectual Property Rights**" means any patents, copyrights, trademarks, industrial designs, trade secret, confidential information or other proprietary right.

(h) "**Malware**" means any software or content that contains any virus, trojan horse, worm, backdoor, shutdown mechanism, sniffer, bot, drop dead mechanism, spyware, malicious, or similar code.

(i) **"Order Form**" means any order forms, quotes, or other similarly intended ordering document (however named) executed or accepted by Customer that reference this Agreement or pertains to subscriptions to a Solution. An Order Form may be issued to Customer by an Arctic Wolf authorized partner or third-party service provider.

(j) "**Reverse Engineer**" means any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code) or services or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

(k) "**Services**" means any paid service made available by or on behalf of Arctic Wolf hereunder and identified as an Arctic Wolf service, including cloud services made available via the Software, but excluding any Third-Party Items, and set forth on an accepted Order Form.

(l) "**Software**" means any Arctic Wolf proprietary enterprise software (and any licensed third-party software embedded therein) in object code form only (and not source code) provided hereunder, including server software, client software, personal computer software and interfaces and Documentation. Software shall include any upgrades, updates or modified versions of the Software that may be provided to Customer by Arctic Wolf at its sole discretion but excludes any Third Party Items.

(m) "**Solution**" means the Software and/or Services and applicable Documentation set forth on Exhibit A.

(n) "**Technical Support Services**" means technical support and maintenance services for the Software provided by Arctic Wolf.

(o) "**Third Party Items**" means Customer or any third party: (i) software; (ii) content; (iii) services, including internet connectivity, systems, wireless networks and non-Arctic Wolf websites; and (iv) devices, servers, equipment and other hardware products.

(p) "**Threat Intelligence Data**" means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing Solutions, excluding any such information or data that identifies Customer or to the extent that it includes personal information of Authorized Users (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

2. LICENSE.

(a) **Limited License**. Subject to this Agreement and Customer's payment of all applicable fees, Arctic Wolf grants Customer a personal, revocable, non-exclusive, non-transferable license to internally install, access and/or use the Solutions identified on an Order Form solely for Customer's internal business purposes and subject to the usage and time limitations based on the quantity and type of licenses and term of the licenses acquired by Customer pursuant to an accepted Order Form. Customer may authorize its Authorized Users to exercise the foregoing rights provided that Customer shall be responsible for its Authorized Users' use of the applicable Solution.

(b) **Trial License**. If the Solution is provided by Arctic Wolf to Customer for internal testing purposes ("**Trial**"), the license set out above shall be of a limited duration from when the applicable Solution is made available by Arctic Wolf to Customer and may be terminated by Arctic Wolf at any time in its sole discretion ("**Trial Period**") and shall apply

solely to the extent necessary to perform the Trial. Notwithstanding anything to the contrary in this Agreement, such license shall automatically terminate upon the expiry of the Trial Period, or earlier if Customer breaches any provision of this Agreement, and subsection 12 (d) of this Agreement shall apply. The Trial Period may be extended or terminated by Arctic Wolf in writing (email sufficient) at any time in its sole discretion.

3. TECHNICAL SUPPORT SERVICES. Any Technical Support Services acquired by Customer, including as part of a subscription, are provided subject to: (i) this Agreement; (ii) the Technical Support Services program description found at https://docs.arcticwolf.com/ (or such other site as may be made available by Arctic Wolf from time-to-time), as may be amended by Arctic Wolf and which is incorporated herein by this reference; and (iii) Customer's payment of all applicable fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted Order Form. Customer agrees that it may be required to update Software and/or Third Party Items to continue to access or use the Solution, Third Party Items or portions thereof.

4. RULES OF USE FOR SOLUTION. Customer acknowledges and agrees that:

(a) Customer has the right and authority to enter this Agreement and has any necessary consents from its Authorized Users as may be required by applicable law;

(b) Customer shall not, or attempt to, sell, rent, lease, use for timeshare or service bureau purposes, sublicense or transfer the Solution;

(c) Customer and its Authorized Users shall not take any action to: (i) upload, transmit, or otherwise make available any Malware, unless expressly permitted by Arctic Wolf in writing as required to provide the Solution; (ii) gain unauthorized access to any component or portion of the Solution, other accounts, computer systems or networks connected to a Solution, or obtain or attempt to obtain any materials or information made available through any component or portion of the Solution not intentionally made available by Arctic Wolf to Customer; or (iii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Solution. In addition, Customer and its Authorized Users shall not permit any third party to take any of the actions outlined in (i) – (iii) above. If Customer becomes aware of the existence of any of such activities, Customer shall promptly notify Arctic Wolf in writing;

(d) Customer and its Authorized Users shall not copy, host, publish, distribute or modify the Software, or any content made available to Customer as part of the Solution, in whole or in part, except for copying as reasonably necessary for back-up purposes;

(e) Customer and its Authorized Users shall not disclose the results of any benchmark testing, technical results or other performance data relating to the Solution without Arctic Wolf's prior written consent;

(f) The Solution contains valuable trade secrets, proprietary and confidential information of Arctic Wolf and/or its Affiliates. Customer and its Authorized Users shall not: (i) disclose or make available, directly or indirectly, the Solution (including any content made available to Customer related to the Solution) to any third party; (ii) use the Solution except as set forth herein; or (iii) alter, modify, adapt, create derivative works of, translate, deface, or Reverse Engineer any software, or any content, made available to Customer as part of the Solution, in whole or in part, or permit, acquiesce, authorize or encourage any other entity or person to do so;

(g) Arctic Wolf may monitor Customer's and its Authorized Users' use of the Solution to determine compliance with this Agreement and Customer and its Authorized Users shall provide information requested by Arctic Wolf necessary for such purpose. Arctic Wolf may, through an independent auditor and/or itself, audit Customer's and its Authorized Users' use of and/or access to the Solution. If Customer is found to have exceeded its authorized usage and/or access, Customer shall, among other things, pay to Arctic Wolf: (i) any additional amounts due based on Arctic Wolf's then current price list; (ii) Arctic Wolf's reasonable costs associated with such audit; and (iii) interest on the amounts due to Arctic Wolf at the maximum rate permitted by law. Any refusal by Customer to provide requested information and/or cooperate with an audit, or to promptly pay amounts found owing to Arctic Wolf as a result of such audit, shall be deemed to be a material breach of this Agreement;

(h) Subject to the terms of an applicable Order Form or Documentation, an Authorized User will be considered provisioned where the Authorized User is assigned the ability to access the Software, regardless of whether an Authorized User has accessed or utilized the Software. Provisioned Authorized Users will be counted to determine whether a Customer is within (or has exceeded) its licensed usage of the Software. Customer is solely responsible for ensuring that it does not provision Authorized Users in excess of its license rights;

(i) Customer assumes sole responsibility and liability for: (i) the establishment of appropriate security measures to control access to the licensed Solution, including for Endpoints; (ii) Customer's selection, use, access, cost or implementation of any Third Party Item, regardless of how Customer acquires or obtains access to the Third Party Item, or whether any such Third Party Items are required in order to use all or any part of, or operate in conjunction with, the Solution; and (iii) informing its Authorized Users of any functions to be performed on their devices;

(j) Arctic Wolf may, without any liability to Customer or any Authorized User, modify, suspend, discontinue or place limits on the Solution or any part thereof, including: (i) periodically suspending use of and/or access thereto, or otherwise taking it out of operation in order to do maintenance and support of Software or Services; (ii) if Customer's or its Authorized Users' use of and/or access to the Solution or any part thereof poses a security or other risk to the software or service or any third party or adversely impacts the Software or Service; (iii) if required by law or regulation or in Arctic Wolf's opinion it is or may be subject to liability as a result of operating the Solution or any part thereof; or (iv) if Customer and/or an Authorized User is in breach of this Agreement; and

(k) Customer and its Authorized Users shall comply with all applicable laws, ordinances, codes, regulations and policies applicable to Customer's receipt or use of and/or access to the Solution.

5. Ownership and Intellectual Property.

(a) Customer acknowledges and agrees that it does not acquire any Intellectual Property Rights in or relating to the Solution or any translation or other derivative work thereof. Customer agrees that it shall not refute or otherwise challenge Arctic Wolf's and/or any of its Affiliates' ownership of any such Intellectual Property Rights. All comments,

ideas, changes or other feedback provided by Customer and/or any Authorized User to Arctic Wolf regarding the Solution shall be owned by Arctic Wolf. All rights, title and interest not expressly granted herein are reserved by Arctic Wolf.

(b) As between the Parties, Customer retains the ownership (including any Intellectual Property Rights) in and to the Customer Data.

6. LIMITED WARRANTY AND DISCLAIMER.

(a) If during the ninety (90) day period following Arctic Wolf making the Software available to Customer for electronic download, the Software is not capable of performing the material functions described in the Documentation when used as specified by Arctic Wolf in the Documentation applicable to the specific type and version of the Software, Arctic Wolf shall make reasonable efforts to correct or provide a workaround for such problem (which fix or workaround may be provided to Customer at Arctic Wolf's reasonable discretion in one of a variety of forms).

(b) Any obligations of Arctic Wolf under this Section 6 shall not apply to trial software or Beta Solutions or if the failure of the Software to perform the material functions described in the Documentation is due to: (i) use of the Software in a manner inconsistent with any of Customer's obligations set out in this Agreement or in a manner inconsistent with the instructions in the Documentation applicable to the specific type and version of the Software; (ii) a malfunction or other problem related to any Third Party Item; or (iii) any external causes affecting the Software, correction of errors attributable to software other than the Software, or defects due to repairs or modifications not authorized by Arctic Wolf in writing.

(c) CUSTOMER ACKNOWLEDGES AND AGREES THAT WHERE THE ARCTIC WOLF SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, ARCTIC WOLF HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS.

(d) CUSTOMER ACKNOWLEDGES AND WARRANTS THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE SOLUTION; OR (II) CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S (OR ITS AUTHORIZED USERS') ENDPOINTS, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST ARCTIC WOLF ARISING FROM OR RELATING TO THIS SUBSECTION (d).

(e) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOLUTION IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, NOR IS IT INTENDED FOR THE OPERATION OF NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, LIFE-SUPPORT SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

(f) EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION IS PROVIDED "AS IS" AND ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND TITLE. ARCTIC WOLF DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER: (I) OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SOLUTION; (II) THAT ALL THREATS, VULNERABILITIES, ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIED; (III) THAT CUSTOMER DATA, SYSTEMS OR NETWORKS SHALL BE FREE FROM LOSS OR CORRUPTION; OR (IV) THAT CONTENT SHALL BE TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) IN NO EVENT SHALL ARCTIC WOLF BE LIABLE FOR: (I) INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES; (II) LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES; AND (III) DAMAGES RELATED TO OR ARISING OUT OF ANY THIRD PARTY ITEMS;

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ARCTIC WOLF EXCEED THE AMOUNTS RECEIVED BY ARCTIC WOLF FROM CUSTOMER FOR THE PORTION OF THE SOFTWARE, OR THE RELEVANT PERIOD OF THE ARCTIC WOLF SERVICE, WHICH IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND

(c) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (I) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO ARCTIC WOLF; AND (III) TO ARCTIC WOLF, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, SUCCESSORS AND ASSIGNS.

8. BETA PRODUCTS.

(a) From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer

preview, non-production or by a description of similar import. The Beta Solutions shall be made available until otherwise terminated by Arctic Wolf in its sole discretion.

(b) **Restrictions and Disclaimers.** Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Customer acknowledges and agrees that: (i) Beta Solutions may not be authorized for commercial use or certified by government or other authorities and Arctic Wolf makes no representation that such authorization or certification shall be obtained or that the Beta Solutions shall be commercially released or released without changes; and (ii) all testing and evaluation that it conducts of Beta Solutions and related software and services is done entirely at Customer's own risk. To the full extent permitted by applicable laws, including any foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty or terms and conditions, of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available. Arctic Wolf may require Customer to promptly return the evaluation or beta copies of the Beta Solutions and remove all copies of such Beta Solutions from its systems.

(c) NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

(d) LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED $50 USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

(e) Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

8. DATA USE AND ANONYMOUS DATA. Customer, on its own behalf and on behalf of its Authorized Users, grants Arctic Wolf a non-exclusive, sub-licensable, transferable, worldwide, royalty-free, perpetual right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Customer Data (collectively "**Process**" or "**Processing**") to the extent necessary to provide the Solution to Customer and in order to generate Threat Intelligence Data. Customer agrees that Arctic Wolf has the right to generate Threat Intelligence Data and that such data is owned by Arctic Wolf, which Arctic Wolf may use for any lawful business purpose (including, without limitation, to develop and improve the Solution and to create and distribute reports and other materials). Customer warrants and covenants that it has the right to grant to Arctic Wolf such licenses.

9. PERSONAL DATA AND PRIVACY NOTICE. Customer, on its own behalf and on behalf of its Authorized Users: (i) agrees that Arctic Wolf and its Affiliates and their respective service providers may Process Customer Data for the purposes set out in this Agreement and in Arctic Wolf's Privacy Notice located at https://arcticwolf.com/terms/privacy-notice-for-customers/, as may be amended from time-to-time by Arctic Wolf and which is incorporated by reference herein; and (ii) represents and warrants that it has a lawful basis for such Processing, including collection of Authorized User's personal data as required for the use of the Solution, products or services used with the Solution and as contemplated in this Agreement.

10. INDEMNIFICATION.

(a) Customer shall indemnify, hold harmless, and if requested by Arctic Wolf, defend, Arctic Wolf and its Affiliates and their successors and assigns and their respective directors, officers, employees, independent contractors and agents from and against any and all claims, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with any breach of this Agreement by Customer or an Authorized User. Arctic Wolf shall give Customer prompt written notice of any claim or proceeding. If Arctic Wolf has requested Customer to defend a claim or proceeding: (i) Arctic Wolf may at its option and expense participate in its defense or settlement; (ii) Customer shall not settle it in a manner that requires Arctic Wolf or any of its Affiliates to admit any liability; and (iii) if Arctic Wolf later has a reasonable basis to believe that Customer cannot or may not be able to fulfill its obligations under this subsection (a), then, without limiting Customer's obligations hereunder, Arctic Wolf shall be entitled to provide Customer with notice of its decision to defend the claim or proceeding, and thereafter to assume control of its defense and/or settlement.

(b) Arctic Wolf shall defend, or at its option settle, any claim brought against Customer and/or its directors, officers and Authorized Users ("**Customer Indemnitee(s)**") by a third party alleging that use of the Software infringes a third party copyright or patent right, and shall pay any damages finally awarded, to such third party by a court of competent jurisdiction or that is agreed to in a settlement by Arctic Wolf to the extent the Software is the basis of such a claim. This indemnification is conditional upon Customer Indemnitee(s) giving Arctic Wolf prompt written notice of any such claim and permitting Arctic Wolf to have sole control of the defense or settlement. Arctic Wolf shall not settle the claim in a manner that requires Customer to admit any liability. Customer shall provide Arctic Wolf all reasonable information and assistance in connection with any such claim. If such a claim occurs, or if in Arctic Wolf's opinion is likely to occur, Arctic Wolf in its sole discretion may: (i) procure the right for Customer to continue to use the applicable

Software; or (ii) modify or replace the applicable Software or infringing portion(s); or, if neither (i) nor (ii) is available or commercially practicable, (iii) terminate Customer's license to the affected portion of the Software and refund or credit a portion of the license fees paid by Customer on a pro rata basis corresponding with the remaining portion of the license term. Arctic Wolf shall have no obligations or liability under this subsection (b) to the extent that any claim is based upon or arises out of: (v) any modification or alteration to the applicable Software not made by or on behalf of Arctic Wolf; (w) any combination or use of the applicable Software with equipment, software, services, products or systems not provided by Arctic Wolf; (x) Customer's continued use of allegedly infringing Software after being notified; (y) Customer's failure to use software updates or upgrades made available by Arctic Wolf; or (z) use of the Software other than in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement. The remedies set forth in this subsection (b) constitute Customer Indemnitees' sole and exclusive remedies, and Arctic Wolf's entire liability, with respect to infringement or violation of third party intellectual property rights.

12. **TERM AND TERMINATION**; **SURVIVAL**.

(a) This Agreement commences upon Customer's agreement to be bound by the terms and conditions of this Agreement (as outlined at the beginning of this Agreement) and continues only for the term of the licenses acquired by Customer, subject to early termination as provided herein.

(b) This Agreement may be terminated by either Party: (i) if the other Party materially breaches this Agreement and fails to cure it within thirty (30) days after written notice of the breach; and (ii) if the other Party ceases to carry on business in the ordinary course, becomes insolvent or the subject of voluntary or involuntary bankruptcy or liquidation proceedings, has a receiver, trustee or similar officer appointed with respect to the whole or substantial part of its assets, or is the subject of any creditor protection or proposal or similar arrangement under applicable law.

(c) This Agreement may be terminated by Arctic Wolf upon a sale of all or substantially all the assets of Customer, any merger, consolidation or acquisition of Customer with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting shares of Customer in one or more related transactions.

(d) Upon expiry or termination of either this Agreement or the provision of the Solution to Customer (which, for clarity, shall terminate this Agreement) for any reason:
   (i) all licenses and rights provided to Customer under Section 2 of this Agreement shall immediately terminate and Customer shall not be entitled to any refund;
   (ii) Customer and its Authorized Users shall immediately cease all use of and/or access to the Solution and delete and/or destroy all copies of Software that are in the possession or control of Customer and/or its Authorized Users and, on Arctic Wolf's request, confirm the same in writing signed by an officer of Customer;
   (iii) Arctic Wolf shall have the right to block any use of and/or access to the Solution, and/or delete any files, programs, data and e-mail messages associated with any account of Customer or an Authorized User, without notice to Customer or the Authorized User;
   (iv) Arctic Wolf may retain Customer Data pursuant to the terms of this Agreement, or for so long as may be required to comply with any law or regulation applicable to Arctic Wolf or any court, regulatory agency or authority to which Arctic Wolf is subject; and,
   (v) Customer shall remain liable for all amounts due and shall pay all such fees immediately upon expiration or termination of this Agreement.

   Where only a portion of the Solution expires or is terminated, the foregoing subsections (i) – (v) shall be limited to such portion and the Agreement shall continue for the remaining portion(s).

(e) The following Sections of this Agreement shall survive its expiry or termination: Sections 1, 4 - 7 inclusive and 9 - 14 inclusive.

13. CONFIDENTIALITY.

(a) Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, directors, employees, advisors, agents and subcontractors who have a need to know and are bound by confidentiality terms no less restrictive than those in this Agreement. For purposes of this Agreement, "Confidential Information" means any and all information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, data security controls and processes, business roadmaps, information contained within the Products and details related to the delivery thereof, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party and all derivatives thereof.

(b) Exceptions. The restrictions stated in Section 13(a) do not apply to any Confidential Information that the Receiving Party can demonstrate: (i) was known to it prior to its disclosure by the Disclosing Party without any obligation of confidentiality; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received, without any obligation of confidentiality, from a third party that to the best of the Receiving Party's knowledge is authorized to make such disclosure without restriction; (iv) is independently developed by the Receiving Party; or (v) has been approved for release by the Disclosing Party's prior written authorization, but only to the extent of such authorization. The Receiving Party may disclose Confidential Information as required by court order or as otherwise required by law, provided that the Receiving Party provides prompt advance written notice thereof, to the extent not

prohibited, and assists the Disclosing Party, at the Disclosing Party's expense, to seek a protective order or otherwise prevent or restrict such disclosure.

(c) Injunctive Relief. The parties agree that a breach of the confidentiality or license provisions of this Agreement will cause irreparable damage which money cannot satisfactorily remedy. In addition to any other remedies available at law or hereunder, the parties agree Arctic Wolf is entitled to seek injunctive relief for any threatened or actual breach of this Agreement by a Party in addition to all other legal remedies without the need to post bond.

14. MISCELLANEOUS

(a) **Notice**. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides via the applicable customer portal and if Customer has not provided Arctic Wolf with such address, notice may be duly given when prominently posted on https://arcticwolf.com/; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights. Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com. Customer's address for notification purposes shall be as set forth on the Order Form. Either party may update its notice address upon written notice to the other party.

(b) **Marketing and Promotion.** Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Solution.

(c) The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Each party shall be primarily liable for the obligations of its respective affiliates, agents, and subcontractors.

(d) **Assignment.** This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

(e) **Choice of Law; Dispute Resolution.** The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("**Domicile**"), as follows:

Domicile	**Governing Law**	**Venue**
United States (including, D.C. and its inhabited territories)	Delaware	Kent County, Delaware
Japan	California	Santa Clara, California
Canada	Ontario	Toronto
United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand, the Russian Federation, Middle East, and Asia-Pacific (excluding Japan)	England & Wales	London

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration within the venue in the table above in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having

jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

(f) To the extent permitted by law, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

(g) **No Waiver.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

(h) **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained in Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

(i) **Force Majeure.** Arctic Wolf shall not be liable for its failure or delay in the performance of its obligations under the Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to supplier strikes, lock-outs, labor disputes or availability, third party acts, war, riot, civil disorder, acts of terrorism, curtailment of transportation, work stoppages, epidemic, compliance with any law or governmental order, prohibition, rule, regulation or direction not in force on the date the Agreement commences. ("Event of Force Majeure"). If an Event of Force Majeure continues for more than thirty (30) working days, Arctic Wolf shall have the right to terminate, without liability, to Customer.

(j) **Compliance with Laws, Export Control and U.S. Government Users**. Customer agrees that the Solution may include cryptographic technology, data or other information and shall not be received, exported, imported, used, transferred, distributed, accessed or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities, including U.S. and Canadian export control and sanction regulations. Customer also represents and covenants: (i) not to, directly or indirectly, allow access to or use of the Solution in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. or Canadian law; and, (ii) that Customer shall ensure that its receipt and use of and/or access to the Solution, or that of its Authorized Users, is in accordance with the restrictions in this subsection (e). If any part of the Solution is being licensed by the U.S. government, including any U.S. federal agency, the Solution is considered access to commercial computer software and documentation developed exclusively at private expense and the Solution is provided as a "commercial item" as that term is defined in FAR 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements) and is provided with only those rights specified in Section 2.

(k) **Third Party Beneficiaries.** The provisions of this Agreement are for the benefit of Customer and Arctic Wolf and not for any other person or entity, whether under statute or otherwise, except for Arctic Wolf's affiliates and suppliers of Arctic Wolf and its affiliates.

(l) **Additional Terms.** Customer's Authorized Users must obtain through a third party application store and install Solution client software for certain third party wireless device software platforms and Customer is responsible for ensuring its Authorized Users' compliance with the applicable client end user license agreement. Such client end user license agreement shall automatically terminate on expiry or termination of this Agreement or the provision of the Solution to Customer hereunder.

(m) **Entire Agreement**. This Agreement, including any non-disclosure agreement and/or data protection agreement entered into by the Parties, is the complete agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements and understandings between the Parties applicable to the Solution. This Agreement may only be modified by the Parties by a written document executed by the Parties. Except to the extent expressly precluded by applicable law, Arctic Wolf may also modify this Agreement, including to reflect changes in law or business practices. Notwithstanding subsection 13(a), Arctic Wolf shall notify Customer of the change by a reasonable means of notice, including posting the revised Agreement at https://arcticwolf.com/terms/ and Customer should regularly visit the site to review the most current version of this Agreement. Customer agrees that its continued use of the Solution after the changes become effective shall constitute Customer's acceptance of the revised Agreement. If there is any inconsistency between this Agreement and any Documentation used with the Solution, the provisions of this Agreement shall apply to the extent of the inconsistency.

(n) To the extent Customer uses any Arctic Wolf products, services, features, and/or functionalities ("New Products") subject to terms not included in the Agreement, the relevant terms in effect at the time of first use at https://arcticwolf.com/terms/ shall be deemed to govern use of such New Products unless the parties agree otherwise in writing. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.

(o) **Interpretation and Language.** Headings are inserted herein for convenience only and do not form part of this Agreement. As used herein: (i) "days" means calendar days; (ii) "include" and "including" are not limiting; and (iii) use of an Aurora Solution shall be deemed to include active or inactive use. If this Agreement is translated into a language other than English, the English version shall prevail to the extent that there is any conflict or discrepancy in meaning

between the English version and any translation thereof. Notwithstanding the foregoing, Arctic Wolf acknowledges and agrees that this Agreement shall not be construed to include Section 13(b) with respect to Customers located within Japan. Where Customer's primary address is located in Quebec, it is the express will of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

(p) Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

Exhibit A

Software, Services, and Solutions

CylanceENDPOINT
CylanceGATEWAY
CylanceGUARD
CylanceEDGE
CylanceOPTICS
CylanceAVERT
CylancePROTECT Desktop
CylancePROTECT Mobile
CylanceMDR
CylanceSparsuite
Cylance MDR Advanced
Cylance MDR Pro
Cylance Guard / Guard Pro
Cylance SmartAV
CylanceOn-Prem
CylanceV
Aurora Protect
Aurora Protect Mobile
Aurora Protect Onboarding
Aurora Endpoint Defense
Aurora Endpoint Defense Onboarding
Aurora Managed Endpoint Defense on Demand
Aurora Managed Endpoint Defense on Demand Onboarding
Aurora Managed Endpoint Defense
Aurora Managed Endpoint Defense Onboarding
Endpoint Assurance
Premium Support

And any other Software, Services, and Solutions that Arctic Wolf may agree and include on an Order Form from time-to-time