

Incident Response (“IR”) JumpStart Retainer Agreement

This IR JumpStart Retainer Agreement (the “**Agreement**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc. and its affiliates (“**Company**” or “**Arctic Wolf**”) and the customer (“**Customer**”) for a subscription to the IR JumpStart retainer offering (“**IR JumpStart Retainer**”) and reflected on any order forms, quotes, or other ordering document (“**Order Form**”) or purchased via Arctic Wolf’s website located at <https://arcticwolf.com/> (“**Website**”). An Order Form may be issued to Customer by Arctic Wolf or an authorized partner (“**Authorized Partner**”). This Agreement is effective on the date Customer executes or accepts the Order Form, submits a matching purchase order to Arctic Wolf or the Authorized Partner, submits its request to license on the Website, or otherwise accepts the delivery of the IR JumpStart Retainer or uses such product, as applicable (the “**Effective Date**”). This Agreement permits Customer to purchase a subscription to IR JumpStart Retainer, as defined below, and sets forth the terms and conditions under which such offering will be delivered by Company. Customer and Company may be individually referred to as a “party” and collectively referred to as the “parties”. This Agreement consists of the terms and conditions set forth below, any URL terms (the “**URL Terms**”) referenced herein, and any attachments or exhibits included herewith. If there is a conflict between the terms of this Agreement, the Order Form, or the terms set forth in the URL Terms, the documents will control in the following order: this Agreement, the URL Terms, and the Order Form.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING IR JUMPSTART RETAINER, ACCEPTING AN ORDER FORM FOR IR JUMPSTART RETAINER, OR CLICKING AN “I ACCEPT”, “SUBMIT”, OR “CONTINUE” BUTTON ASSOCIATED WITH THIS AGREEMENT OR THE CYBER JUMPSTART PORTAL WEBSITE 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 THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO IR JUMPSTART RETAINER PURSUANT TO THE TERMS HEREIN. IF THE PERSON ACCEPTING THESE TERMS IS AN EMPLOYEE OR OTHER REPRESENTATIVE OF CUSTOMER, INCLUDING THE AUTHORIZED PARTNER, ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING IR JUMPSTART RETAINER, THE PERSON ACCEPTING HEREBY REPRESENTS AND WARRANTS TO COMPANY THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU ARE OVER 18 YEARS OLD. IF CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT SUBMIT A REQUEST TO SUBSCRIBE TO IR JUMPSTART RETAINER OR OTHERWISE USE IR JUMPSTART RETAINER.

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. Managed Service Provider Relationship.** To the extent Customer has subscribed to IR JumpStart Retainer via an Authorized Partner operating in a managed service provider capacity (a “Managed Service Provider”), Customer specifically authorizes and consents to such Managed Service Provider’s participation in the activities contemplated in this Agreement. Customer understands and agrees that the Managed Service Provider is not a party to this Agreement and Customer and Managed Service Provider’s applicable agreement shall govern as between Managed Service Provider and Customer.
- 2. Description of IR JumpStart Retainer.** IR JumpStart Retainer includes the following:
 - 2.1 Company will respond to Customer’s request for IR services, provided such request is related to an Incident, within one (1) hour of receipt of request in accordance with Section 3 below.
 - 2.2 Customer may access and use Cyber JumpStart Portal (fka Cyber Essentials) subject to the Cyber JumpStart Portal Subscription Agreement located at <https://arcticwolf.com/terms/>.
 - 2.3 Company will provide guidance on accessing and using the JumpStart IR Planner module of Cyber JumpStart Portal (the “Module”).
 - 2.4 Upon Customer’s completion of its IR plan within the Module, and upon request by Customer, Company will conduct an IR plan review meeting at a mutually agreed upon date and time with Customer to review such IR plan.
 - 2.5 The hourly rate charged by Company to Customer for any agreed upon IR services engagement will be \$295 USD/hour (or equivalent in the applicable foreign currency as set forth on an Order Form).
 - 2.6 Any IR services engagement, excluding any fixed fee engagements including but not limited to Business Email Compromise (“BEC”), must be for a minimum of twenty-five (25) hours (an “Incident”).
- 3. In the event of an Incident.** In the event Customer experiences an Incident and desires to engage Company for IR services, Company will respond to Customer’s request for engagement in accordance with Section 2.1 above and the parties will schedule and conduct a scoping call to assess a possible IR statement of work (“**SOW**”). At the time of Incident and provided the parties agree to proceed with IR services, a separate Services Agreement and a SOW will be executed to govern the agreed upon scope and costs of an engagement for the IR services.
- 4. Public Entity Customers.** If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of IR JumpStart Retainer to Customer and for the avoidance of doubt, terms related to acceptance related to any services or work product shall not apply. 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 IR JumpStart Retainer (as defined below) do not apply to Arctic Wolf. Further, Customer understands, and hereby

consents, to processing by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and any of Arctic Wolf's authorized third-party service providers in the United States, Europe, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during the Subscription Term, Arctic Wolf will maintain reasonable security controls and processes to maintain the privacy and confidentiality appropriate for the data being collected hereunder. 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 IR JumpStart Retainer, (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 IR JumpStart Retainer. If Customer does intend to rely on IR JumpStart Retainer to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the IR JumpStart Retainer, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Customer represents it has the requisite authority to enter into and perform under this Agreement.

5. PAYMENT AND REPORTING

5.1 Website Subscriptions. For purchases of IR JumpStart via the Website and in consideration for the rights granted to Customer hereunder, Customer hereby agrees to pay the subscription fees for IR JumpStart Retainer when processing its subscription on the Website (the "License Fees"). All License Fees shall be due to the third-party payment processor at the time of processing of the subscription on the Website. License Fees will be collected by Arctic Wolf's third-party payment processor and subject to such third-party payment processor's terms and conditions, including any terms related to data privacy.

5.2 Subscriptions via an Order Form.

(a) Order Forms and Invoices Issued by Arctic Wolf. If an Order Form is issued to Customer by Arctic Wolf, or in limited circumstances, Arctic Wolf invoices Customer directly for any License Fees, including but not limited to renewal subscription fees and/or incidental charges, Section 5.2(b) does not apply, and the following terms apply:

Delinquent amounts shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) or the maximum rate permitted by law, whichever is less. If Customer fails to make any payments due under this Agreement or an applicable Order Form, Arctic Wolf shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing IR JumpStart Retainer without any liability to Arctic Wolf. 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.

(b) Order Forms Issued by Authorized Partner. If an Order Form and/or invoice is issued to Customer by an Authorized Partner, Section 5.2(a) does not apply, and the following terms apply: Customer is purchasing IR JumpStart Retainer through the Authorized Partner. The Order Form containing terms related to License Fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of IR JumpStart Retainer upon ten (10) days' written notice to Customer if Customer does not remit payment of License Fees to the Authorized Partner. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner prior to the renewal Subscription Term.

5.3 All License Fees are payable in the currency set forth on the Website at the time of order or on the Order Form and are non-cancelable and non-refundable. EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY LICENSE FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY CUSTOMER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING.

6. SUBSCRIPTION TERM AND TERMINATION

6.1 Subscription Term and Renewals.

(a) Subscription Term. This Agreement will be effective for the Subscription Term and any renewal thereof as set forth herein.

(b) Renewals. After the initial Subscription Term, the Subscription Term will automatically renew for twelve (12) month periods; provided however, if either party would like to opt out of automatic renewal of the subscription of IR JumpStart Retainer, then such party must notify the other party prior to the expiration of the then-current Subscription Term. For Subscriptions purchased via the Website, Customer may, within the self-service portal, cancel the Subscription using the "Cancel Plan" button within Customer's account page. The effective date of termination is the last day of the Subscription Term. FOR SUBSCRIPTIONS PURCHASED VIA THE WEBSITE, IF CUSTOMER DOES NOT CANCEL ITS SUBSCRIPTION BEFORE THE LAST DAY OF THE SUBSCRIPTION TERM, CUSTOMER AGREES THAT CUSTOMER WILL AUTOMATICALLY BE CHARGED THE APPLICABLE SUBSCRIPTION FEE UNTIL THE SUBSCRIPTION TERM HAS BEEN CANCELLED AND CUSTOMER AUTHORIZES SUCH AUTOMATIC CHARGES.

6.2 Termination. The term of this Agreement will be as set forth on the Order Form or for the Subscription Term set forth at the time of purchase on the Website. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach.

6.3 Effect of Termination. Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. Upon termination or expiration of the subscription and this Agreement for any reason, Customer shall promptly and permanently cease using any component of IR JumpStart Retainer.

7. Confidentiality. During the term of this Agreement, both parties agree that (1) Confidential Information (as defined below) will be used only in accordance with the terms and conditions of this Agreement; (2) each will use the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (3) Confidential Information may be disclosed only to employees, consultants, agents, and contractors, with a need to know, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality no less restrictive than those required by this Agreement. Customer consents to Company's disclosure of information to Customer's Managed Service Provider. Further, Arctic Wolf may disclose to Customer's Authorized Partner, if any, and Customer consents to such disclosure, Customer engaged Arctic Wolf for IR services for the sole purpose of payment of commissions or other amounts due to such Authorized Partner by Arctic Wolf. "Confidential Information" means any information designated as confidential orally or in writing by either party, or any information that the receiving party knows, or has reason to know, is confidential or proprietary based upon its treatment by the disclosing party. This Agreement imposes no obligation with respect to information which: (1) is a part of or enters the public domain; (2) was already in the recipient's possession prior to the date of disclosure other than by breach of this Agreement; (3) is rightfully received from a third party without any duty of confidentiality; (4) is independently developed without reference to the Confidential Information of the disclosing party.

8. Intellectual Property. Except as expressly set forth herein, neither party will acquire any rights, title, or interest, in any of the IP Rights belonging to the other party. As between the parties, each party owns all IP Rights in its products, services, and marks. "IP Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

9. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS IR JUMPSTART AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EACH PARTY, FOR ITSELF AND ITS SUPPLIERS, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

10. Limitation of Liability. To the fullest extent permitted by applicable law, in no event shall a party or its suppliers be liable for damages other than direct damages, including the cost of procurement of substitute goods or technology, loss of profits, or for any special, consequential, incidental, punitive, or indirect damages on any theory of liability, whether in statute, contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages. To the fullest extent permitted by applicable law, in no event shall the total liability of a party to the other party under this Agreement exceed \$100 USD. The liability limitations in this paragraph (and otherwise in this Agreement) do not limit or exclude damages that under applicable law cannot be limited or excluded. Customer understands and agrees that Company shall have no liability to Customer related to any acts or obligations of the Authorized Partner, including any Managed Service Provider.

11. Updates. Company reserves the right to modify this Agreement and the URL Terms in Company's sole discretion. Should Company make any modifications to this Agreement or the URL Terms, Company will post the amended terms on the applicable URL link located at <https://arcticwolf.com/terms/> and will update the "**Last Updated Date**" within such document.

12. Miscellaneous Terms.

12.1 Assignment. This Agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Such consent is not required in connection

with the assignment of this Agreement by Company to an affiliate or pursuant to a merger, acquisition or sale of all or substantially all of its assets.

12.2 Force Majeure. Neither party will be liable for failure or delay in its performance under this Agreement to the extent caused by circumstances beyond its reasonable control.

12.3 Governing Law. Except as otherwise prohibited by law, this Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without regard to its conflict of laws principles, and any disputes arising hereunder will be litigated exclusively in the federal or state courts of Kent County, Delaware, USA; the parties consent to personal jurisdiction in those courts. Except as otherwise prohibited by law, each party hereby waives any right to jury trial in any litigation in any way arising out of or related to this Agreement.

12.4 Independent Contractors. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors.

12.5 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

12.6 Notices. All notices must be in writing and addressed to the other party's legal department and primary point of contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

12.7 Severability and Waiver. In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the provision (or portion) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

12.8 Survival. The following sections will survive any expiration or termination of this Agreement: Confidentiality, Intellectual Property, Disclaimer, Limitation of Liability, and Miscellaneous Terms.

12.9 English Language. The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*