

Arctic Circle Community Terms and Conditions

Welcome to the Arctic Circle Community (“Arctic Circle”)! This online community is intended to be a destination to learn about Arctic Wolf Solutions and resources, facilitate peer-to-peer connections, and provide a space for discussion on recent cybersecurity news. We created Arctic Circle because we believe that it takes a community, or an entire pack, to end cyber risk. This is a community of Arctic Wolf Customers, who subscribe to our Solutions, and Arctic Wolf End Users, whose access to the Solutions is through an Authorized Partner acting as a Managed Service Provider.

The following community member terms apply to all who use Arctic Circle (the “Terms”). Please read these Terms carefully. By accessing or using Arctic Circle, you represent and warrant that you are at least 18 years of age and you agree to be bound by these Terms. If you do not wish to be bound by these Terms or you are under 18 years of age, you may not access or use Arctic Circle. “We,” “our,” and “us” refers to Arctic Wolf Networks, Inc. and our affiliates (“Arctic Wolf”). “You” and “your” refers to you, the individual user and participant in Arctic Circle (a “Community Member”). All use of Arctic Circle is subject to these Terms and any other documents referenced herein, including without limitation the Privacy Notice located at <https://arcticwolf.com/privacy-policy/>.

IF YOU CHOOSE TO USE ARCTIC CIRCLE, YOU MUST ACCEPT THESE TERMS AS PRESENTED TO YOU, WITHOUT CHANGES. BY ACCEPTING THESE TERMS AND BY CONTINUING TO ACCESS OR USE ARCTIC CIRCLE, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU MAY NOT ACCESS OR USE ARCTIC CIRCLE, OR ACCEPT OR AGREE TO THESE TERMS IF YOU HAVE NOT REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, PLEASE DO NOT ACCESS OR USE ARCTIC CIRCLE. IF ANY FUTURE CHANGE OF THESE TERMS IS UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING ARCTIC CIRCLE. YOUR CONTINUED USE OF ARCTIC CIRCLE WILL ALWAYS INDICATE YOUR ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO IT.

1. USE OF ARCTIC CIRCLE. As a Community Member of Arctic Circle, you have the ability to share information, data, graphics, sounds, videos, messages, profiles, and other materials and content, and create and participate in polls, each a “Topic Post,” available through Arctic Circle. Such participation is at your sole option and election. Topic Posts include, but are not limited to, all comments, suggestions, advice, and ideas, including those made or given on an existing or potential Arctic Wolf solution, product, or feature. You will promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.

You acknowledge and agree that simply making a Topic Post does not give you any intellectual property rights in any inventions that may be embodied in any Arctic Wolf product or service, including those that may incorporate or are related to your Topic Post. Arctic Wolf owns all intellectual property associated with Arctic Wolf’s products and services, including all Topic Posts, improvements, modifications, and derivative works thereof. If, despite the foregoing, you retain any right, title, or interest in any invention, you agree to assign to Arctic Wolf all right, title, and interest in and to such invention. To the extent that you retain any right to or interest in any invention after all permissible assignment, you waive all claims with respect to such rights or interests against Arctic Wolf. In addition, you grant Arctic Wolf an unlimited, irrevocable, perpetual, worldwide and royalty-free license to access, use, reproduce, display, prepare derivatives works of, sublicense, perform, distribute, modify, make, sell, offer to sell, import, analyze, and exploit all or any portion of such invention.

2. GUIDELINES AROUND MAKING A TOPIC POST. Community Members are solely responsible for what they post to Arctic Circle. Do not include information in any Topic Post regarding the cybersecurity practices of your organization or any recent cyberattacks or incidents involving your organization or any organization to which you may owe a duty of confidentiality. Do not post about service tickets or escalate Security Incidents via a Topic Post. Arctic Wolf reserves the right to delete any Topic Post for any reason and without any liability. Topic Posts can be edited 60 minutes after posting but cannot be deleted. If you would like to delete a Topic Post, please contact community@arcticwolf.com and we will make a reasonable effort to assist.

ANY TOPIC POST YOU MAKE IS AVAILABLE TO THE ENTIRE ARCTIC CIRCLE COMMUNITY AND IS NOT CONFIDENTIAL.

Arctic Wolf does not endorse any Topic Posts and cannot not make any promises about the reliability of any source or the accuracy, safety, or intellectual property rights of any Topic Post. By making a Topic Post, you represent and warrant to either own or have all the intellectual property rights necessary to upload or share the Topic Post, and that the Topic Post does not infringe on the intellectual property rights of others. You will not make a Topic Post containing any racist, insulting, sexist, illegal, offensive, discriminatory, threatening or otherwise insulting comments, will not use coarse language, make

inappropriate jokes, or otherwise harass or dox other users. You may not make a Topic Post that contains malicious code, viruses, or spyware.

3. MODERATION OF TOPIC POSTS. Arctic Circle is for Community Members to share information, experiences, tips, and thoughts with one another about Arctic Wolf products and solutions. Community moderators maintain the right to take down Topic Posts or comments unrelated to Arctic Wolf products and solutions or for any reason deemed in Arctic Wolf's sole discretion to be a violation of these Terms or for any other reason. Arctic Wolf reserves the right to change or remove a Topic Post or to restrict access to individual users should it be regarded as necessary. Users may not have multiple accounts. If Arctic Wolf detects duplicate accounts, all secondary accounts will be disabled. You may not impersonate any person or entity or falsely state affiliation with a person, organization, or Arctic Wolf. Should you disagree with any action taken by Arctic Wolf, you may contact Arctic Wolf via private message within Arctic Circle or by email at community@arcticwolf.com.

4. PROHIBITIONS ON USE. Community Members may not use Arctic Circle for commercial activities such as (I) the advertising or sale of products, services, or other solutions, (II) the sending of commercial messages (spam), (III) the offering of (interactive) games, or (IV) the advertising of other chat forums or websites. You may not (A) access Arctic Circle to build a similar or competitive product or service, (B) copy any ideas, features, or functions of Arctic Circle or any Arctic Wolf products or solutions, (C) disparage Arctic Wolf or any Arctic Wolf products or solutions, or (D) compare, discuss, or disparage any third parties, including Arctic Wolf partners or their solutions, or (E) discuss pricing.

5. PRIVACY. Any personal information shared in Arctic Circle is subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy/>. Arctic Circle is hosted by a third party. Arctic Wolf and its third party service providers used in the hosting of Arctic Circle use cookies. For more information about cookies used within Arctic Circle, please see the Cookie Policy located at <https://arcticwolf.com/cookie-policy/>. Do not share or solicit personal information (telephone numbers, email addresses, etc.) about yourself, other people, or companies. Within your profile in the community, you can include, at your option, and change your settings of who can view your company, job title, country, etc. You are responsible for dictating which aspects of your profile are accessible within Arctic Circle or with other Community Members.

6. MISCELLANEOUS

6.1 Proprietary Rights and Confidentiality of Arctic Wolf Technology. Arctic Wolf owns or has the right to license the Arctic Wolf Solutions and any associated Documentation ("**Arctic Wolf Technology**"). You acknowledge and agree that the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Arctic Wolf or a Community Member (as a "**Discloser**") may disclose confidential and proprietary information, orally or in writing ("**Confidential Information**") to you (as a "**Recipient**"). Access to Confidential Information may be revoked by Arctic Wolf at any time and for any reason. Arctic Wolf retains all rights to its branding, logos, trademarks and service marks, and nothing in these Terms grant you rights to use them.

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.

You agree to hold Arctic Wolf'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 or as expressly permitted by Arctic Wolf.

A breach of this Section 6.1 will cause irreparable damage which money cannot satisfactorily remedy. In addition to any other remedies available at law or hereunder, you agree Arctic Wolf is entitled to seek injunctive relief for any threatened or actual breach of these Terms, in addition to all other legal remedies without the need to post bond.

6.2 Disclaimer of Warranties. UNLESS PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS, ARCTIC CIRCLE AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND ARCTIC WOLF EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT ARCTIC WOLF DOES NOT WARRANT THAT ARCTIC CIRCLE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

6.3 Limitation of Liability.

6.3.1 NEITHER ARCTIC WOLF, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, OR AFFILIATES SHALL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO YOUR PARTICIPATION IN OR USE OF ARCTIC CIRCLE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND 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. IN NO EVENT WILL ARCTIC WOLF'S LIABILITY EXCEED \$100. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 6.3, IF YOU ARE A COMMUNITY MEMBER IN AUSTRALIA, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 6.3. 2 OF THIS AGREEMENT.

6.3.2 IF YOU ARE DEEMED A "CONSUMER" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 6.3.2 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

NEITHER ARCTIC WOLF, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, OR AFFILIATES SHALL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO YOUR PARTICIPATION IN OR USE OF ARCTIC CIRCLE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND 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. IN NO EVENT WILL ARCTIC WOLF'S LIABILITY EXCEED \$100. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 6.3.2. THIS SECTION 6.3.2 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*.

6.4 Indemnification. You will defend and indemnify Arctic Wolf and its affiliates, and their respective officers, directors, employees, and contractors, from and against any claim by a third party arising from or related to: (a) your use or attempted use of Arctic Circle in violation of these Terms, (b) your violation of any applicable law or the rights of any third party occurring as a result of your use or access to Arctic Circle, or (c) any Topic Posts you make to Arctic Circle, including without limitation any claim of infringement, misappropriation, or violation of any intellectual property, privacy, or other rights.

6.5 Modifications. Arctic Wolf may change these Terms and other referenced terms and conditions at any time. Any revisions to these Terms will become effective on the date we publish the change. If you use Arctic Circle after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

6.6 Governing Law. The rights and obligations of the parties under these Terms 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. Except as otherwise prohibited by law, these Terms shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof and any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration in Kent County, Delaware 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 these Terms, the prevailing party shall be entitled to recover costs and attorneys' fees.

6.7 No Licenses. Other than as stated in these Terms, you receive no other rights or licenses with respect to Arctic Wolf, the Arctic Wolf Solutions, trademarks, or any other property or right of Arctic Wolf.

6.8 Severability and Waiver. In the event these Terms (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 these Terms, while the remainder of these Terms will continue in full force. The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach.

6.9 Headings. The section headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of the Terms.

6.10 The parties have agreed that these Terms 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.*

6.11 Notices. 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, you (1) consent to receive communications in an electronic

form via the email address you provide to Arctic Wolf within Arctic Circle; and (2) agree 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 your non-waivable rights. Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com.