

AURORA ATTACK SURFACE MANAGEMENT MSP TERMS AND CONDITIONS

THESE MSP TERMS AND CONDITIONS (THE "AGREEMENT") GOVERN MANAGED SERVICE PROVIDER'S (A "MSP") ACCESS TO AND USE OF THE ARCTIC WOLF NETWORKS, INC. ("ARCTIC WOLF") AURORA ATTACK SURFACE MANAGEMENT ("ASM") PRODUCTS AS UPDATED FROM TIME TO TIME ("SERVICES").

1. **DEFINITIONS: SERVICES**

1.1 Definitions. "**Authorized Clients**" means your own end-user customers, each of whom is authorized to use the Services solely as part of your Managed Services Offerings pursuant to terms and conditions that meets the requirements of this Agreement. "**Data**" means Point of Contact Information and ASM Solutions Data. "**Point of Contact Information**" means information collected by Arctic Wolf about MSP's permitted users of the Services during various phases of Services delivery and throughout the life of the subscription. Point of Contact Information may include the following: first name, last name, corporate email address, phone number, job title, business department, address, and organization hierarchy. "**ASM Solutions Data**" means the operational system log data and any other information provided by MSP in furtherance of its use of the Services and which MSP may elect to submit to Arctic Wolf using the Services, including, but not limited to IP Addresses, username, MAC addresses, geo location (sourced from public IP address data), operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursor inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data. "**Data Protection Legislation**" means all applicable laws and regulations relating to the processing of personal data under this Agreement. "**Documentation**" means the documentation for the Services generally made available by Arctic Wolf to assist its customers in their use of the Services. "**Managed Services Offerings**" means managed services and software solutions offered by MSP in which the Services are bundled. "Managed Services Offerings" as defined herein, are limited to those offerings which: (i) add substantial functionality beyond the functionality provided by the Services on a stand-alone basis; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the Services. "**Order Form**" means the Arctic Wolf Security, Inc. Order Form, or any other mutually agreed upon ordering document, including referenced attachments or supplements included with or incorporated into the Order Form. "**Software**" means the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services. "**Threat Intelligence Data**" is created by Arctic Wolf and is derived from 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) MSP provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing the Services, excluding any such information or data that identifies MSP or to the extent that it includes personal information (as defined by applicable Data Protection Legislation) of the data subjects of MSP (but including personal information of threat actors or as otherwise provided in the Privacy Notice located at <https://arcticwolf.com/terms/privacy-notice-for-customers/> (the "**Privacy Notice**"). "**Trial Access**" means free, trial or evaluation access to the Services.

1.2 **Services.**

(i) **Redistribution Right.** Subject to the terms of this Agreement, and contingent on MSP's execution of and compliance with the Arctic Wolf Partner Agreement, Arctic Wolf grants MSP the right to redistribute the Services to Authorized Clients as part of the Managed Services Offerings, pursuant to a services agreement that meets the requirements of Section 1.2(iii). MSP is not permitted to distribute the Services as on a standalone basis or as a part of any product or service other than MSP's Managed Services Offerings.

(ii) **Provision of Services.** Arctic Wolf will use commercially reasonable efforts to provide the Services in accordance with the Service Level Agreement, the Support Agreement, and the Documentation available at <https://docs.arcticwolf.com/> each of which may be updated from time to time.

(iii) **Distribution Requirements.** MSP's terms and conditions must: impose the limitations set forth in Section 1.3 (Restrictions) on Authorized Clients; and limit the liability of MSP service providers, licensors or suppliers to the maximum extent permitted by applicable law. For avoidance of doubt, in no event shall Authorized Clients be permitted to distribute, resell, transfer, rent, lease, or sublicense the Services or permit the use of the Services (or any portion thereof) for time sharing, hosting, service provider or like purposes.

(iv) **License Limitations.** Except as agreed to in writing by Arctic Wolf, MSP may not use the Arctic Wolf product names, logos or trademarks to market the Managed Services Offerings. In no event will Arctic Wolf provide support of any kind to end-users of the Managed Services Offerings, including Authorized Clients.

1.3 Restrictions. MSP will not, directly or indirectly, and will not permit or authorize third parties to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the Software (except as allowed by and in compliance with applicable law); (b) use the Services or Software other than in connection as contemplated herein; (c) access or use the Services or Software in order to build or support, competitive products or services; (d) without Arctic Wolf's prior written consent, perform on the Services or Software network discovery, port and service identification, vulnerability scanning, remote access testing or penetration testing; (e) modify, translate or create derivative works based on the Services or Software (except to the extent expressly permitted by Arctic Wolf or authorized within the Services); (f) except as provided for in Section 1.2, use the Services or Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (g) remove any proprietary notices or labels from the Services or Software or (h) use the Services in breach of applicable law.

1.4 Trial Access. If Arctic Wolf (in its sole discretion) has made available to MSP Trial Access for the benefit of a prospective Client, such Client may use such access solely to evaluate purchase of a subscription from MSP as part of an Integrated Solution. The Trial Access is limited to thirty (30) days from the date MSP activates the Trial Access, unless otherwise specified by Arctic Wolf (the "**Trial Period**"). Notwithstanding any other provision of this Agreement, the Trial Access is provided "**AS IS**" without warranty or support of any kind, express or implied. Arctic Wolf may terminate MSP's Trial Access at any time for any reason and without liability of any kind.

2. CONFIDENTIALITY; PROPRIETARY RIGHTS

2.1 Confidential Information. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Arctic Wolf Proprietary Information includes non-public information regarding features, functionality and performance of the Services. MSP Proprietary Information includes the Data. The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information; and (b) not to use (except in performance of the Services or as otherwise permitted herein, including the Privacy Notice) or divulge to any third person any such Proprietary Information, except to those of its employees, contractors, consultants, legal representatives and agents (collectively, “**Representatives**”) who need access for purposes consistent with this Agreement and who are subject to confidentiality obligations with the Receiving Party containing protections no less stringent than those herein. Receiving Party is responsible for its Representatives’ compliance with this Section 2.

2.2 Confidentiality Exceptions. The Disclosing Party agrees the foregoing shall not apply if the Receiving Party can document the information: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law.

2.3 Data.

(i) As between MSP and Arctic Wolf, MSP shall own all Data. MSP hereby grants to Arctic Wolf, its affiliates and contractors a worldwide, limited license to host, copy, transmit and display Data as reasonably necessary for Arctic Wolf to provide the Services in accordance with this Agreement and the Privacy Notice. Subject to the limited licenses granted herein, MSP is solely responsible for the accuracy and content of all Data, and MSP represents and warrants to Arctic Wolf that: (a) MSP has sufficient rights in the Data to authorize Arctic Wolf to process, distribute and display the Data as contemplated by this Agreement; (b) the Data and its use hereunder will not violate or infringe the rights of any third party; and (c) MSP’s use of the Services and all Data is at all times compliant with MSP’s privacy policies and all applicable local, state, federal and international laws, regulations and conventions. In addition, during and following the Term, Arctic Wolf may use the Data, on an aggregated and de-identified basis only, for any Arctic Wolf business purpose, including without limitation improving and enhancing the Services and marketing and promoting the Services.

(ii) If Arctic Wolf processes any Data comprised of personal data, as defined in the General Data Protection Regulation (Regulation (EU) 2016/679), each party shall adhere to the provisions set out in the Data Processing Addendum (the “DPA”) located at <https://arcticwolf.com/terms/dpa/> and incorporated herein by reference. Execution of the Agreement constitutes execution of the DPA.

2.4 Arctic Wolf Proprietary Rights. Arctic Wolf shall own and retain all right, title and interest in and to: (a) the Services and Software, and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with support; (c) the Threat Intelligence Data; and (d) all intellectual property rights related to any of the foregoing. MSP hereby grants Arctic Wolf and its affiliates a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by MSP or its Authorized Clients or users relating to the Services.

3. TERM AND TERMINATION

3.1 Term. Subject to earlier termination as provided below, this Agreement commences on the Effective Date of the first Order Form and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 3.2 or 3.3 hereof, or upon the expiration of the last subscription term or renewal thereof of all Order Forms (the “**Term**”).

3.2 Renewals. For monthly subscriptions, unless otherwise expressly set forth in the Order Form, the Term shall automatically renew on a monthly basis until either party terminates with at least thirty (30) days’ written notice prior to the end of the month in which such termination is to be effective. For fixed duration subscriptions, unless otherwise expressly set forth in the Order Form, the Term shall automatically renew for additional one year periods unless either party terminates the Agreement with written notice at least thirty (30) days prior to the end of the then-current Initial Service Term or renewal term.

3.3 Termination for Cause. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. MSP will pay in full for the Services up to and including the last day on which the Services are provided, and if MSP terminates this Agreement pursuant to this Section 3.3, then Arctic Wolf will refund MSP any prepaid Fees applicable to periods following the termination date. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

3.4 Data Destruction and Transition Assistance. Upon any termination, all Data will be available, in a standard format, for electronic retrieval for a period of thirty (30) days. If requested in writing prior to the end of the Term, MSP may receive Arctic Wolf’s assistance exporting Data in alternative formats. MSP agrees to reimburse Arctic Wolf for any non-trivial engineering services at commercially reasonable hourly rates.

4. MSP REPRESENTATIONS; WARRANTY AND DISCLAIMER

4.1 MSP Representations. MSP represents, covenants and warrants that MSP will only permit use of the Services in compliance with Arctic Wolf’s standard published policies then in effect, the Documentation, and all applicable laws and regulations. MSP shall be responsible for maintaining the security of account(s), passwords (including but not limited to administrative and user passwords) and files, and for all uses of account(s) with or without MSP’s knowledge or consent.

4.2 Warranty. Arctic Wolf warrants solely to MSP that the Services will substantially conform to the Documentation. This warranty does not apply if the Services have been altered, except by Arctic Wolf or its authorized representative. For any breach of this warranty, Arctic Wolf will use commercially reasonable efforts to repair or replace the affected Services. If the foregoing remedies are not commercially practicable, Arctic Wolf may, in its sole discretion, terminate the applicable Order Form upon providing MSP with written notice thereof and refund to MSP any fees

prepaid by MSP with respect to the expired portion of the current Initial Service Term or then current renewal term, as applicable, for the non-conforming Services. The remedies set out in this Section 4.2 are Customer's sole remedies for breach of the warranties contained herein. Arctic Wolf shall use commercially reasonable efforts to minimize errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Arctic Wolf or by third-party providers, or because of other causes beyond Arctic Wolf's reasonable control, but Arctic Wolf shall provide advance notice in writing or by e-mail of any scheduled service disruption.

4.3 DISCLAIMER. ARCTIC WOLF DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND ARCTIC WOLF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We

5. INDEMNITY

5.1 Arctic Wolf Indemnification Obligations. Arctic Wolf shall defend MSP against any claim, demand, suit, or proceeding (a "Claim") made or brought against MSP by an unaffiliated third party alleging that the Services, or use of the Services as permitted hereunder infringe any United States patent or any copyright or misappropriate any trade secret, and shall indemnify MSP for any damages, attorney fees and costs finally awarded against MSP as a result of, and for amounts paid by MSP under a court approved settlement of, a Claim. The foregoing obligations do not apply with respect to portions or components of the Services: (a) not supplied by Arctic Wolf; (b) combined with other products, processes or materials where the alleged infringement relates to such combination; (c) where MSP continues or permits allegedly infringing activity after being notified thereof; or (d) where use of the Services is not strictly in accordance with this Agreement. If the Services are or are likely to become subject to a claim of infringement or misappropriation, then, Arctic Wolf may, at its sole option and expense: (x) replace or modify the Services to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality; (y) obtain for MSP a license to continue using the Services; or (z) terminate this Agreement.

5.2 MSP Indemnification Obligations. MSP shall defend Arctic Wolf, its affiliates, officers, directors, employees, contractors and agents against any Claim made or brought against Arctic Wolf by an unaffiliated third party that arises from a violation or alleged violation of its representations, warranties or obligations under this Agreement or otherwise from an Authorized Client's use of Services and shall indemnify Arctic Wolf for any damages, attorney fees and costs incurred by Arctic Wolf as a result of, and for amounts paid by Arctic Wolf under a court approved settlement of, a Claim.

5.3 Indemnification Process. Each party's indemnification obligations in this Section 5 are subject to: (i) prompt notification in writing of any Claim (provided that the indemnified party's failure to provide reasonable written notice shall only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or settle such claim); (ii) the transfer of sole control of the defense and any related settlement negotiations to the indemnifying party (provided that indemnifying party shall not settle a Claim without the consent of the indemnified party unless indemnified party is unconditionally released of all liability); and (iii) the indemnified party's cooperation in the defense of such claim. Notwithstanding the foregoing, if the indemnifying party fails to respond in writing within ten (10) days after receiving notice of a Claim from the indemnified party, stating that the indemnifying will fulfill its obligations pursuant to this Section, then the indemnified party shall have the right to assume the exclusive defense of the Claim (including, without limitation, the investigation, trial, settlement, appeal, and payment of any losses) solely at indemnifying party's expense. Customer will fully cooperate in the defense of any Claim. THIS SECTION 5 STATES MSP'S SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

6. LIMITATION OF LIABILITY

6.1 LIABILITY EXCEPTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARCTIC WOLF AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (B) FOR ANY MATTER BEYOND ARCTIC WOLF'S REASONABLE CONTROL.

6.2 MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5 HEREOF, ARCTIC WOLF AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "ARCTIC WOLF PARTIES") SHALL NOT BE LIABLE UNDER THIS AGREEMENT, INCLUDING ANY ADDENDUMS OR DOCUMENTS INCORPORATED BY REFERENCE HERETO: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES; OR (B) FOR AN AGGREGATE AMOUNT EXCEEDING THE FEES PAID OR PAYABLE BY MSP TO ARCTIC WOLF FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE CLAIM OCCURRED. NOTWITHSTANDING THE FOREGOING, THE ENTIRE LIABILITY OF THE ARCTIC WOLF PARTIES UNDER THIS AGREEMENT RELATED TO TRIAL ACCESS OR TO ANY PRODUCTS OR SERVICES IN BETA SHALL BE \$500. MULTIPLE CLAIMS SHALL NOT EXPAND THESE LIMITATIONS.

7. EXPORT COMPLIANCE

MSP agrees to comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. MSP represents and warrants that it is neither a Prohibited Person nor owned or controlled by a Prohibited Person. "Prohibited Persons" shall mean a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring ownership or control of items under this Agreement, or with which Arctic Wolf is prohibited from doing business.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by MSP except with Arctic Wolf's prior written consent. Arctic Wolf may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and MSP does not have any authority of any kind to bind Arctic Wolf in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. No provisions of MSP's pre-printed purchase orders, acknowledgements, or click-through terms may modify this Agreement, and such other or additional terms or conditions are void and of no effect. The choice of law and jurisdiction for this Agreement shall be as set forth in the Partner Agreement.