

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 REMEDIATED; (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 COMMERCIALY 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