

## **BETA PROGRAM ADDENDUM** (online)

This Beta Addendum (this “Addendum”) sets forth the terms and conditions governing the use of any beta products and solutions, as more fully described here. Unless other beta terms and conditions have previously been agreed to between you and Arctic Wolf Networks, Inc. related to your subscription and/or purchase of Arctic Wolf products, solutions, and services (the “Product Agreement”), this Addendum shall apply.

BY OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE BETA SOLUTIONS, OR CLICKING AN “I ACCEPT” OR “CONTINUE” BUTTON ASSOCIATED THEREWITH, YOU (OR YOUR AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREE THAT THIS IS A BINDING AGREEMENT AND YOU HEREBY AGREE TO THE TERMS OF THIS ADDENDUM AND ACCEPT THE OFFER TO USE THE BETA SOLUTIONS PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THIS ADDENDUM, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ACCEPT THE TERMS OF THIS ADDENDUM; AND (B) YOU ARE OVER 18 YEARS OLD. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS ADDENDUM OR YOU ARE NOT AUTHORIZED TO AGREE TO THIS ADDENDUM, DO NOT USE THE BETA SOLUTIONS.

### RECITALS:

WHEREAS, the Product Agreement set forth the terms and conditions of your subscription to the Arctic Wolf products, solutions, and/or services; and

WHEREAS, you would like to participate in Arctic Wolf’s beta program; and

WHEREAS, the parties agree to set forth the terms to contemplate your participation in the beta program.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth in this Addendum, the parties agree as follows:

1. From time-to-time Arctic Wolf may invite you to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf’s customers (“Beta Solutions”). You 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.
2. Restrictions and Disclaimers. Beta Solutions are provided for evaluation or trial purposes and are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered a Solution or Product under any Product Agreement between the parties and are provided solely and exclusively “AS IS” with no express or implied warranty of any kind. YOU ASSUME AND UNCONDITIONALLY RELEASE 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 you with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.
3. NO DATA RETENTION. ANY CUSTOMER INFORMATION ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS YOU: (i) PURCHASE 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, YOU EXPORT SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.
4. LIMITED LIABILITY. 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. IF YOU DO NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, YOUR SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.
5. Despite anything to the contrary in this Addendum, you acknowledge 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 Products and Solutions subscribed to by you under any Product Agreement.
6. Your participation in, the availability of the Beta Solutions and any feature, function, capability, or technology incorporated therein is deemed Arctic Wolf Confidential Information and shall be held in confidence pursuant to the confidentiality requirements within your Product Agreement with Arctic Wolf or an Authorized Partner, as applicable.