

Cyber JumpStart Portal Supplemental Product Terms

These Cyber JumpStart Portal Supplemental Product Terms ("**Supplemental Product Terms**") is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "**General Terms**") (the Supplemental Product Terms and General Terms collectively referred to herein as the "**Agreement**") and, subject to the terms herein, governs Customer's use of the Applications, the specific components of the Platform, and the related Platform Content (collectively, "**Cyber JumpStart Portal**" and formerly known as MyCyber), as such capitalized terms are further defined in Section 1 below. These Supplemental Product Terms apply to the extent Customer has subscribed to Cyber JumpStart Portal either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING CYBER JUMPSTART PORTAL, ACCEPTING AN ORDER FORM WHICH INCLUDES CYBER JUMPSTART PORTAL, OR CLICKING AN "I ACCEPT", "SUBMIT", OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE GENERAL TERMS AND THESE SUPPLEMENTAL PRODUCT TERMS. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE, INCLUDING CUSTOMER'S AUTHORIZED PARTNER (AS DEFINED BELOW), ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING OR ACCESSING CYBER JUMPSTART PORTAL ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU HAVE APPROPRIATE CONSENT AND AUTHORIZATION TO ACCESS YOUR CUSTOMER'S ACCOUNT. IF YOU AND/OR CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT SUBMIT A REQUEST TO LICENSE OR SUBSCRIBE TO CYBER JUMPSTART PORTAL OR OTHERWISE USE CYBER JUMPSTART PORTAL.

1. DEFINITIONS

- 1.1 "Applications" means the computer programs and applications made available by Arctic Wolf Networks, Inc. ("**Arctic Wolf**") or our agents and affiliates that are specifically designed to interact with the Platform on a compatible device.
- 1.2 "Arctic Wolf Technology" for purposes of the Agreement, includes Cyber JumpStart Portal, System Metrics Data, Arctic Wolf's software, systems, web applications, tools, and other application services, and Arctic Wolf's logos, marks, data, information, and other content provided hereunder.
- 1.3 "Authorized Partner" means, if applicable, Customer's authorized managed service provider, insurance broker, insurance carrier, or other third-party agent and who accesses and uses Cyber JumpStart Portal and/or any other Products for the benefit of Customer.
- 1.4 "Customer" means the entity identified on an Order Form or within the registration form completed at the time of onboarding within Cyber JumpStart Portal, which could include an Authorized Partner who deploys and manages Cyber JumpStart Portal on behalf of its end users pursuant to the terms governing Customer's use of the specific Product.
- 1.5 "Security Profile Data" means all data and other information, including Personal Data as defined in the Privacy Notice, and input into Cyber JumpStart Portal or otherwise provided to Arctic Wolf by Customer and its Users, excluding Arctic Wolf Technology.
- 1.6 "Platform" means the software as a service solution made available by Arctic Wolf via the Internet and included with the Application. The Platform may include one or more modules (each a "**Module**") to manage certain security information if deployed as set forth herein, or in certain limited circumstances offered at no cost related to a relationship with your Authorized Partner as more fully detailed in the Cyber JumpStart Portal Product Descriptions located at <https://docs.arcticwolf.com/> ("**Product Description**" formerly known as the Solutions Terms).
- 1.7 "Platform Content" means the content, other than Security Profile Data, Arctic Wolf provides and makes available in Cyber JumpStart Portal.
- 1.8 "System Metrics Data" means technical, configuration, statistical, utilization, and other information related to Customer's and its Users' use of Cyber JumpStart Portal.
- 1.9 "Subscription Term" means the period for which Customer may access and use Cyber JumpStart Portal and may be the trial period, the duration of a no-cost subscription set forth in Section 6 below, the subscription period set forth on an Order Form, or as may be indicated within the Platform.
- 1.10 "Users" means any third parties, including but not limited to Customer's (or its end users, as applicable) employees, independent contractors, advisors, agents, and consultants, including the Authorized Partner, Customer invites or authorizes to use and access Cyber JumpStart Portal for Customer's internal business purposes.

2. AUTHORIZED PARTNER RELATIONSHIP. TO THE EXTENT CUSTOMER IS ACCESSING CYBER JUMPSTART PORTAL UPON INVITATION BY ITS AUTHORIZED PARTNER, CUSTOMER EXPRESSLY AND SPECIFICALLY AUTHORIZES AND CONSENTS TO THE DISCLOSURE OF CUSTOMER'S NAME AS A LICENSED USER OF CYBER JUMPSTART PORTAL AND TO SUCH AUTHORIZED PARTNER'S USE AND ACCESS OF CYBER JUMPSTART PORTAL AND CUSTOMER'S SECURITY PROFILE DATA INCLUDED THEREIN. CUSTOMER UNDERSTANDS AND AGREES THAT THE AUTHORIZED PARTNER IS NOT A PARTY TO THIS AGREEMENT AND CUSTOMER AND AUTHORIZED PARTNER'S TERMS AND CONDITIONS SHALL GOVERN AS BETWEEN AUTHORIZED PARTNER AND CUSTOMER. TO THE EXTENT CUSTOMER IS ACCESSING CYBER JUMPSTART PORTAL FOR THE BENEFIT OF AN END USER, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS RECEIVED CONSENT FROM THE END USER FOR CUSTOMER'S PROVISION, USE,

PROCESSING, AND ACCESS OF CYBER JUMPSTART PORTAL AND THE END USER'S SECURITY PROFILE DATA INCLUDED THEREIN ON END USER'S BEHALF. CUSTOMER UNDERSTANDS AND AGREES THAT THE END USER IS NOT A PARTY TO THIS AGREEMENT AND CUSTOMER AND END USER'S TERMS AND CONDITIONS SHALL GOVERN AS BETWEEN END USER AND CUSTOMER.

3. LICENSE; SUPPORT.

3.1 License Grant. Subject to the terms, conditions, and restrictions set forth in the Agreement and so long as Customer is not in breach of the Agreement:

(a) Arctic Wolf grants Customer for use by it or its Users, and if applicable end users, during the Term, a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to install, access and use the Arctic Wolf Technology, including specifically the Cyber JumpStart Portal solely for purposes of use of the Module(s) for which Customer is eligible and the Documentation related thereto solely for Customer's, or as applicable, its end user's, internal business purposes.

(b) Customer grants Arctic Wolf and its Affiliates during the Subscription Term a nonexclusive, royalty-free, fully paid-up, revocable, limited, worldwide license to use, display, copy, distribute, modify, and make derivative works of the Security Profile Data to enable Arctic Wolf to fulfill its obligations under this Agreement.

3.2 Users. Customer understands and agrees that by inviting Users, Users will be permitted to (i) manage and review of Security Profile Data for which the User is authorized, (ii) collaborate on Cyber JumpStart Portal, or (iii) demonstrate Customer's information security capabilities. Customer shall ensure that each of its Users understands and adheres to the obligations under this Agreement when accessing or using Cyber JumpStart Portal. Any breach of this Agreement by a User will constitute a breach of this Agreement by Customer. Customer is responsible for (a) for a telecommunications service that provides Internet access for purposes of access to and use of Cyber JumpStart Portal, and (b) conducting periodic access reviews of its Users.

4. OWNERSHIP

4.1 Customer Ownership. Except for the limited rights granted in the Agreement, Customer owns all Security Profile Data.

5. TERM AND TERMINATION

5.1 Commencement of Term. With respect to paid subscriptions or subscriptions included as part of a paid offering, this Agreement will be effective commencing on the Subscription Start Date specified in the Order Form. For subscriptions provided to Customer at no cost, including any trial, this Agreement will be effective commencing on the date on which these Supplemental Product Terms are accepted by Customer within Cyber JumpStart Portal.

5.2 Termination of Trials and No Cost Subscriptions. If Customer's use of the Product is a trial or no cost subscription offering, at the end of any trial period, Customer's access to Cyber JumpStart Portal, and Modules therein, will automatically terminate; however, Arctic Wolf, in its sole discretion, may allow for limited or continued access to some or all the Modules or components thereof. Any continued access by Customer is subject to the terms of this Agreement. Use of and access to Cyber JumpStart Portal related to the trial and no cost subscriptions will continue until otherwise terminated by Arctic Wolf for convenience without liability and in its sole discretion. For the avoidance of doubt, in the event Customer receives access to Cyber JumpStart Portal from a referral by its Authorized Partner (excluding any paid for Subscription Terms), access to Cyber JumpStart may be terminated or modified by Arctic Wolf in the event of any change Arctic Wolf's relationship with the Authorized Partner.

5.3 Deletion of Data Upon Termination or Expiration. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Security Profile Data and Point of Contact Information in its possession as follows: (1) for Customers who have purchased IRJS Retainer or such other Product which includes the use of Cyber JumpStart Portal, thirty (30) days following termination of this Agreement, and (2) for any Customer who has received a Subscription to any Module as a trial or at no cost, the earlier of thirty (30) days following termination or six (6) months of inactivity on Customer's account.

6.DISCLAIMER. ARCTIC WOLF MAKES NO WARRANTIES AND WILL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTION CUSTOMER OR ITS USERS, OR ANY THIRD-PARTY MAY TAKE BASED ON THE SECURITY PROFILE DATA, THE THIRD-PARTY USER CONTENT OR ARCTIC WOLF TECHNOLOGY, AND ARCTIC WOLF WILL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION, TECHNOLOGY, OR RESULT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARCTIC WOLF OR OUR AUTHORIZED REPRESENTATIVES CREATES ANY WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF OUR OBLIGATIONS UNDER THIS AGREEMENT. CYBER JUMPSTART PORTAL MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT ARCTIC WOLF DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. ARCTIC WOLF WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY ARCTIC WOLF OF OUR OBLIGATIONS UNDER THE AGREEMENT.

7. CONFIDENTIALITY; DATA.

7.1 Confidential Information. Confidential Information of Customer shall include Security Profile Data.

7.2 Data Storage. The location of the storage of Security Profile Data within Arctic Wolf's third-party service providers' data centers will be in the United States.

8. APPLICABILITY. Notwithstanding any previously executed agreement in place between the parties, the following Sections in the General Terms shall apply to Customer's continued use and Arctic Wolf's delivery of Cyber JumpStart Portal: Definitions; License Grant;

Ownership; Restrictions, Responsibilities, and Prohibited Use; Fees, Payment, Taxes, and Audit; Confidentiality; Data Privacy and Data Protection; Indemnity; Warranty; Limitations of Liability; Term and Termination, Suspension, and Survival; and Miscellaneous.