

Incident360 Retainer Agreement

This Incident360 Retainer Agreement (the “**Agreement**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc., and its affiliates (“**Company**” or “**Arctic Wolf**”) and the customer (“**Customer**”) for a subscription to JumpStart Retainer, Incident360 Retainer, or Incident360 Plus Retainer (each a “**Retainer**”) and reflected on any order forms, quotes, or other ordering document (“**Order Form**”) or purchased via Arctic Wolf’s website located at <https://arcticwolf.com/> (“**Website**”). An Order Form may be issued to Customer by Arctic Wolf or an authorized partner (“**Authorized Partner**”). This Agreement is effective on the date Customer executes or accepts the Order Form, submits a matching purchase order to Arctic Wolf or the Authorized Partner, submits its request to license on the Website, or otherwise accepts the delivery of the Retainer or uses such product, as applicable (the “**Effective Date**”). This Agreement permits Customer to purchase a subscription to Retainer, as defined below, and sets forth the terms and conditions under which such offering will be delivered by Company. Customer and Company may be individually referred to as a “party” and collectively referred to as the “parties”. This Agreement consists of the terms and conditions set forth below, any URL terms (the “**URL Terms**”) referenced herein, and any attachments or exhibits included herewith. If there is a conflict between the terms of this Agreement, the Order Form, or the terms set forth in the URL Terms, the documents will control in the following order: this Agreement, the URL Terms, and the Order Form.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING IR JUMPSTART RETAINER, ACCEPTING AN ORDER FORM FOR IR JUMPSTART RETAINER, OR CLICKING AN “I ACCEPT”, “SUBMIT”, OR “CONTINUE” BUTTON ASSOCIATED WITH THIS AGREEMENT OR THE CYBER JUMPSTART PORTAL WEBSITE TERMS, 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 TERMS OF THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO IR JUMPSTART RETAINER PURSUANT TO THE TERMS HEREIN. IF THE PERSON ACCEPTING THESE TERMS IS AN EMPLOYEE OR OTHER REPRESENTATIVE OF CUSTOMER, INCLUDING THE AUTHORIZED PARTNER, ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING IR JUMPSTART RETAINER, THE PERSON ACCEPTING HEREBY REPRESENTS AND WARRANTS TO COMPANY THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU ARE OVER 18 YEARS OLD. IF 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 SUBSCRIBE TO IR JUMPSTART RETAINER OR OTHERWISE USE IR JUMPSTART RETAINER.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Managed Service Provider Relationship. To the extent Customer has subscribed to a Retainer via an Authorized Partner operating in a managed service provider capacity (a “Managed Service Provider or MSP”), Customer specifically authorizes and consents to such Managed Service Provider’s participation in the activities contemplated in this Agreement. Customer understands and agrees that the Managed Service Provider is not a party to this Agreement and Customer and Managed Service Provider’s applicable agreement shall govern as between Managed Service Provider and Customer.

2. Incident360 Retainer Product Descriptions and Terms.

2.1 A description of each Retainer offering can be found in the Incident360 Retainers Product Description (“**Product Description**”) located at <https://docs.arcticwolf.com/>. The availability and use of any features or tools, along with the involvement of Company’s Incident Response (“**IR**”) team, is dependent on the Retainer purchased by Customer as reflected on an Order Form.

2.2 Covered Incident.

This section 2.2 applies to the extent Customer’s Retainer subscription includes a Covered Incident as outlined in the Product Description.

(a) For Customers purchasing a standalone Retainer or current Arctic Wolf Customers adding a Retainer to an existing subscription, a Covered Incident does not apply to any cybersecurity incident occurring before or within 10 days of Customer’s acceptance of an Order Form for the Retainer. The 10-day Covered Incident use restriction applies only during Customer’s initial Subscription Term and will not apply for subsequent consecutive renewals of any standalone Retainer Subscription. A Covered Incident may not be used, if during the Subscription Term (including during an IR Services engagement), Arctic Wolf determines, in its sole commercially reasonable discretion, Customer’s actual endpoint count is materially greater than the number of endpoints reflected on an Order Form. In such case, the IR Services engagement would be delivered on an hourly basis subject to the applicable rates for the Retainer.

(b) For Customers purchasing additional Security Operations Solutions (MDR, MR, or MA, and collectively “Solution(s)”) in conjunction with a Retainer, use of a Covered Incident will be available starting on the subscription start date pertaining to the Solution. A Covered Incident does not apply to a cybersecurity incident occurring prior to such date.

(c) In no event may the Covered Incident benefit be used to the extent the event occurs or originates within an environment or on an endpoint where the Solutions, Aurora Managed Endpoint Defense, and/or such other industry standard and up-to-date prevention tool is not deployed.

(d) Any costs associated with a ransom payment resulting from a cybersecurity incident are the responsibility of Customer and are not included as part of the Covered Incident or any hourly retainer engagement.

2.3 If included with Customer's Retainer subscription, Customer may access and use designated Modules within the Cyber JumpStart Portal product subject to the Cyber JumpStart Portal Subscription Agreement located at <https://arcticwolf.com/terms/> or the applicable Product Description governing the use of any Modules published by Arctic Wolf at <https://docs.arcticwolf.com/> as may be updated by Arctic Wolf in accordance with Section 11 below.

2.4 If access and use of certain features or functionalities are included with Customer's Retainer subscription (including but not limited to Threat Intelligence Reports), Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term in accordance with the terms of this Agreement. Customer's license and right to access and use such features and functionalities are solely for Customer's internal business purposes and subject to the additional use restrictions set forth herein. Customer acknowledges and agrees that: (a) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in the features and functionalities (b) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; and (c) Customer acquires no ownership or other interest (other than the rights expressly stated herein).

3. In the event of a Cybersecurity Incident. In the event Customer experiences a cybersecurity incident, and desires to engage Company for IR services, Company will respond to Customer's request for engagement in accordance with the response time included in the Product Description with respect to the Retainer to which Customer has subscribed. Upon engagement, the parties will schedule and conduct a scoping call to assess a possible IR statement of work ("**SOW**"), as well as the potential use of a Covered Incident, if included with Customer's Retainer. At the time of the cybersecurity incident and provided the parties agree to proceed with the IR services engagement, a separate Services Agreement and a SOW will be executed to govern the agreed upon scope and costs for such engagement.

4. Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of a Retainer to Customer and for the avoidance of doubt, terms related to acceptance related to any services or work product shall not apply. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or similar agreement Customer is using to purchase a Retainer (as defined below) do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, to processing by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and any of Arctic Wolf's authorized third-party service providers in the United States, Europe, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during the Subscription Term, Arctic Wolf will maintain reasonable security controls and processes to maintain the privacy and confidentiality appropriate for the data being collected hereunder. Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Retainer, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase a Retainer. If Customer does intend to rely on a Retainer to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Retainer, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Customer represents it has the requisite authority to enter into and perform under this Agreement.

5. PAYMENT AND REPORTING

5.1 Subscriptions via an Order Form. License fees for the Retainer are based on the number of endpoints provided by Customer and reflected on the Order Form. Any license increases required due to an increase in the number of endpoints within Customer's environment during a Subscription Term shall be the responsibility of Customer.

(a) Order Forms and Invoices Issued by Arctic Wolf. If an Order Form is issued to Customer by Arctic Wolf, or in limited circumstances, Arctic Wolf invoices Customer directly for any license fees, including but not limited to renewal subscription fees and/or incidental charges, Section 5.1(b) does not apply, and the following terms apply:

Delinquent amounts shall bear interest at the maximum rate permitted by law. If Customer fails to make any payments due under this Agreement or an applicable Order Form, Arctic Wolf shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing a Retainer without any liability to Arctic Wolf. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("**Indirect Taxes**"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department.

(b) Order Forms Issued by Authorized Partner. If an Order Form and/or invoice is issued to Customer by an Authorized Partner, Section 5.1(a) does not apply, and the following terms apply: Customer is purchasing a Retainer through the Authorized Partner. The Order Form containing terms related to license fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and

Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of a Retainer upon ten (10) days' written notice to Customer if Customer does not remit payment of license fees to the Authorized Partner. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner prior to the renewal Subscription Term.

5.2 All license fees are payable in the currency set forth on the Order Form and are non-cancelable and non-refundable. EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY LICENSE FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY CUSTOMER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING.

6. SUBSCRIPTION TERM AND TERMINATION

6.1 Subscription Term and Renewals.

(a) Subscription Term. This Agreement will be effective for the Subscription Term listed on the Order Form and any renewal thereof as set forth herein.

(b) Renewals. After the initial Subscription Term, the Subscription Term will automatically renew for twelve (12) month periods; provided however, if either party would like to opt out of automatic renewal of the subscription of a Retainer, then such party must notify the other party prior to the expiration of the then-current Subscription Term.

6.2 Termination. The term of this Agreement will be as set forth on the Order Form. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach.

6.3 Effect of Termination. Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. Upon termination or expiration of the subscription and this Agreement for any reason, Customer shall promptly and permanently cease using any component of a Retainer.

7. Confidentiality. During the term of this Agreement, both parties agree that (1) Confidential Information (as defined below) will be used only in accordance with the terms and conditions of this Agreement; (2) each will use the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (3) Confidential Information may be disclosed only to employees, consultants, agents, and contractors, with a need to know, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality no less restrictive than those required by this Agreement. Customer consents to Company's disclosure of information to Customer's Managed Service Provider. Further, Arctic Wolf may disclose to Customer's Authorized Partner, if any, and Customer consents to such disclosure, Customer engaged Arctic Wolf for IR services for the sole purpose of payment of commissions or other amounts due to such Authorized Partner by Arctic Wolf. "Confidential Information" means any information designated as confidential orally or in writing by either party, or any information that the receiving party knows, or has reason to know, is confidential or proprietary based upon its treatment by the disclosing party. This Agreement imposes no obligation with respect to information which: (1) is a part of or enters the public domain; (2) was already in the recipient's possession prior to the date of disclosure other than by breach of this Agreement; (3) is rightfully received from a third party without any duty of confidentiality; (4) is independently developed without reference to the Confidential Information of the disclosing party.

8. Intellectual Property. Except as expressly set forth herein, neither party will acquire any rights, title, or interest, in any of the IP Rights belonging to the other party. As between the parties, each party owns all IP Rights in its products, services, and marks. "IP Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

9. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EACH PARTY, FOR ITSELF AND ITS SUPPLIERS, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

10. Limitation of Liability.

10.1 TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 10.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, COMPANY WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR (B) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY 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. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. CUSTOMER UNDERSTANDS AND AGREES THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER RELATED TO ANY ACTS OF OBLIGATIONS OF THE AUTHORIZED PARTNER, INCLUDING ANY MANAGED SERVICE PROVIDER. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 11, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN

CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 10.2 OF THIS AGREEMENT.

10.2 FOR CUSTOMERS DEEMED “CONSUMERS” AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 11.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW COMPANY SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR (B) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.2. THIS SECTION 10.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF COMPANY 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*.

11. Updates. Company reserves the right to modify this Agreement and the URL Terms in Company’s sole discretion. Should Company make any modifications to this Agreement or the URL Terms, Company will post the amended terms on the applicable URL link located at <https://arcticwolf.com/terms/> and will update the “**Last Updated Date**” within such document.

12. Miscellaneous Terms.

12.1 Assignment. This Agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Such consent is not required in connection with the assignment of this Agreement by Company to an affiliate or pursuant to a merger, acquisition or sale of all or substantially all its assets.

12.2 Force Majeure. Neither party will be liable for failure or delay in its performance under this Agreement to the extent caused by circumstances beyond its reasonable control.

12.3 Governing 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, Middle East, and Asia-Pacific (excluding Japan)	England	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.

12.4 Independent Contractors. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors.

12.5 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

12.6 Notices. All notices must be in writing and addressed to the other party's legal department and primary point of contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

12.7 Severability and Waiver. In the event that any provision of this Agreement (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 this Agreement, while the remainder of this Agreement will continue in full force. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

12.8 Survival. The following sections will survive any expiration or termination of this Agreement: Confidentiality, Intellectual Property, Disclaimer, Limitation of Liability, and Miscellaneous Terms.

12.9 English Language. The parties have agreed that this Agreement 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.*

12.10 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.