

INCIDENT RESPONSE (IR) SERVICES SUPPLEMENTAL PRODUCT TERMS

These Incident Response (IR) Services 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**"). These Supplemental Product Terms apply to the extent Customer or its Counsel (as defined herein) has engaged Arctic Wolf in an incident response engagement under a Statement of Work ("**SOW**"). 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. Arctic Wolf and the customer (or client identified by counsel) identified on a SOW ("**Customer**"), and if applicable Customer's legal counsel, solicitor, or however legally named in a particular jurisdiction identified thereon ("**Counsel**"), may execute a SOW and agree that the Agreement govern any such SOW executed by the parties from time-to-time. If Counsel has been engaged by Customer, the parties agree that Counsel has been engaged by Customer to interact with Arctic Wolf on behalf of Customer as it relates to any such incident response engagement. As such, Arctic Wolf will work at the direction of Counsel. Any capitalized terms not otherwise defined herein will have the meaning set forth in the General Terms. In the event of any conflict between these Supplemental Product Terms and the General Terms, these Supplemental Product Terms shall control.

1. IR SERVICES.

1.1 **SOWs.** Arctic Wolf shall provide to Customer the incident response consulting services as described in one or more SOWs (the "**IR Services**") and as more fully detailed in the IR Services Product Description located at <https://docs.arcticwolf.com/>. Arctic Wolf, together with its Affiliates, will provide the IR Services as set forth in a SOW. "**SOW**" means the document(s) signed by Customer, Counsel, or both and issued by Arctic Wolf to Customer pursuant to these Supplemental Product Terms that list the IR Services to be provided to Customer and the fees to be paid to Arctic Wolf for such IR Services. The parties understand and agree that Arctic Wolf, upon Customer's or Counsel's authorization (email sufficient), may initiate IR Services prior to execution of a SOW. Customer, and Counsel (as applicable), agree that their authorization of such initiation of IR Services will be subject to the terms of the Agreement. A SOW may be presigned by Arctic Wolf. In such instances, the SOW will be effective upon execution by Customer and Counsel, if applicable, and no modifications to the SOW that are not expressly accepted by Arctic Wolf as evidenced by a initial shall be effective and are deemed null and void. The hours set forth on a SOW are estimates only and any line item estimates are for reference purposes. Should additional scope over the total estimated hours for a SOW be required and warrant an increase in the estimates set forth on the SOW, Arctic Wolf will notify Customer, and Counsel (if applicable), and provide a revised budget prior to commencing additional IR Services. Arctic Wolf agrees that it will not exceed the total estimate on the SOW without prior express written approval (email sufficient) from Customer, and Counsel (if applicable). Notwithstanding the foregoing, Customer, and Counsel (as applicable), understand and agree that Arctic Wolf may immediately discontinue IR Services, in its sole discretion and without liability, in the event Customer, and/or Counsel, do not execute a SOW for any additional hours.

2. DATA; SYSTEMS.

2.1 **Data.** Data processed by Arctic Wolf in the delivery of the IR Services will include:

2.1.1 **Incident Evidence.** "**Incident Evidence**" means all files, data, text, audio, images, video and other content in any form made accessible to Arctic Wolf by or on behalf of Customer, but excluding Threat Intelligence Data. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy Incident Evidence in its possession within sixty (60) days following termination of a SOW, or any extension thereof. On or before thirty (30) days after the completion of IR Services and upon written notification (email being sufficient) to Arctic Wolf, Customer may request the return of Customer's Incident Evidence in a method mutually agreed on by the parties. Customer understands and agrees that Arctic Wolf may share, to the extent necessary to deliver the IR Services and subject to the limitations stated herein, the Incident Evidence with Customer's third party advisors and consents to such sharing. Customer is responsible for the purchase of hard drives from Arctic Wolf, if needed, for the delivery of Incident Evidence to Arctic Wolf for the delivery of the IR Services. Shipment of the hard drives to Customer will be F.O.B. Arctic Wolf's facilities and risk of loss or damage shall pass to Customer when the hard drives are delivered to the carrier for shipment to Customer. Customer's return of the hard drives to Arctic Wolf shall be D.A.P. Arctic Wolf's facilities and risk of loss or damage shall pass to Arctic Wolf upon delivery of the hard drives in such facilities.

2.1.2 **Report Data.** "**Report Data**" means the expert reporting materials created by Arctic Wolf from the processing and analysis of the Incident Evidence. Such Report Data will include meta data and operating system evidence which are used by Arctic Wolf to support its conclusions related to the investigation of any incident. Report Data will be retained by Arctic Wolf for twelve (12) months following the completion of the IR Services set forth on a SOW and used in accordance with the Agreement and Privacy Notice.

2.1.3 **Regulated Data.** "**Regulated Data**" means information Arctic Wolf is required by law, government or in accordance with regulatory requirements to retain for a defined period of time, and including any information related to ransom payment activities. Such Regulated Data will be retained in accordance with Arctic Wolf's standard information retention practices and used in accordance with the Privacy Notice. Notwithstanding the foregoing, Arctic Wolf should not be relied upon as Customer's source for such information and Customer is solely responsible for maintaining its own copies of any Regulated Data in order to ensure compliance with its specific legal and regulatory requirements.

2.2 **Data Storage; Access.** Incident Evidence, Report Data, and Regulated Data will be stored in data centers located in the United States unless an alternative data storage location is purchased by Customer and referenced on a SOW. Arctic Wolf's and Affiliates' personnel will have access to such Confidential Information to provide IR Services, subject to the terms set forth herein. Access may occur from outside of the country in which Customer is located. Customer consents to the use of such data centers and access by Arctic Wolf and its Affiliates.

2.3 **Customer Systems.** Arctic Wolf has no rights in or to any software, hardware, equipment, or systems made accessible to Arctic Wolf by or on behalf of Customer (collectively, the "**Systems**"), except as specified herein. Arctic Wolf may use the Systems during the Term only in order to provide the IR Services, and Customer shall take all reasonable steps requested by Arctic Wolf, at Customer's sole cost, to provide Arctic Wolf with the corresponding rights and access necessary for Arctic Wolf to provide the IR Services. Arctic Wolf's performance of the IR Services may be dependent on Customer providing reasonable and timely delivery of or access to the Systems. As between the parties, Customer is solely responsible for backing up Incident Evidence on the Systems and for the encryption and/or security of its Incident Evidence in the delivery of such information to Arctic Wolf.

2.4 **Limited Use and Disclosure.** Arctic Wolf may disclose to Customer's authorized partner, if any, and Customer, and Counsel, if applicable, consents to such disclosure, Customer (or Counsel) engaged Arctic Wolf for IR Services for the sole purpose of Arctic Wolf's payment of

commissions or other amounts due to such authorized partner. Incident Evidence, any findings related thereto, or further details regarding the IR Services provided by Arctic Wolf to Customer will not be disclosed to such authorized partner.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer Instructions. Arctic Wolf will perform the IR Services on the basis of, and in reliance upon access to the Incident Evidence, Systems and Customer's instructions. If any error results from incorrect, improper, or otherwise erroneous Systems or Customer instructions, Arctic Wolf shall not be liable for any damages or delays arising therefrom. Customer is solely responsible for reporting errors and supplying the Incident Evidence, Systems or instructions necessary to correct such error.

3.2 Export Compliance. Should Arctic Wolf share non-public vulnerability-related information with Customer, Customer agrees that its use of such information is for conducting or coordinating remediation to resolve the vulnerability or to address a cybersecurity incident. Customer acknowledges that subsequent disclosure of such non-public vulnerability information for any other purpose may be subject to export control authorization requirements.

4. **THIRD PARTY LICENSES AND RESTRICTIONS.** Any use by Customer of any software or products related to the IR Services made accessible by Arctic Wolf or its third party licensors, including both Arctic Wolf's software and third-party software, may be subject to execution by Customer of then-current software license agreement, as the same may be updated from time to time by Arctic Wolf or third party licensors. To the extent of a conflict between any such third party software license agreement and this Agreement, such software license agreement controls. Any liability of such third party licensors is limited in accordance with such third party licensor terms.

5. TERM; TERMINATION; SUSPENSION.

5.1 Term. The Term of an engagement for IR Services will commence on the Effective Date of any SOW and continue until the earlier of (a) the completion of the IR Services engagement set forth in a SOW or any extension thereof or (b) the earlier termination in accordance with the terms of the Agreement. The parties may extend the Term upon mutual written agreement and execution of an additional SOW.

5.2 Termination for Convenience. Either party may terminate a SOW without cause upon forty-eight (48) business hours prior notice to the other party. In the event notice of termination is provided, Customer will remain obligated to pay for the IR Services completed and expenses incurred by Arctic Wolf through the effective date of termination.

5.3 Suspension. In addition to any other suspension rights within the General Terms, Arctic Wolf reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, tool deployment modifications, updates, or enhancements to the IR Services relating to incident response or other emergency consulting IR Services at any time.

5.4 Effect of Termination. Sections 2, 4, 5.4, 6, and 7 through 9 survive any termination of a SOW.

6. FEES.

6.1 Fee Structures. All IR Services will be performed on a time and materials or fixed fee basis in the amounts and at the rates outlined in the SOW including any travel time related to IR Services performed onsite at Customer's location. Purchase Orders are not required and execution of the SOW is a binding commitment by Customer (or Counsel, as applicable). As work is performed, Customer will be invoiced for IR Services charged on a time and materials basis on a monthly, milestone, or percentage (generally, 75% of SOW budget on SOW execution and remainder upon SOW conclusion) basis, or as may otherwise agreed by the parties and reflected in a SOW. Customer, or its Authorized Partner, if applicable, will be invoiced for IR Services charged on a fixed fee basis upon SOW execution, or as may otherwise agreed by the parties and reflected in a SOW. Notwithstanding anything contrary in a SOW, Customer agrees to remit payment to Arctic Wolf for all third party costs incurred by Arctic Wolf. Where Arctic Wolf is engaged under an insurance claim and the IR Services performed are potentially applicable to that claim, Arctic Wolf will send invoices contemporaneously to the Customer and the relevant representative(s) of insurance carrier via email. Customer is solely liable for the payment of all fees invoiced by Arctic Wolf to Customer directly or via an Authorized Partner pursuant to a SOW, regardless of outcome of any insurance claim decisions and without offset of any insurance deductibles.

6.2 Other Proceedings. In the event of any request or demand from a governmental entity or any other third party, and/or mandatory legal process, seeking information, documents, testimony, or anything else from Arctic Wolf in connection with a SOW, Arctic Wolf will comply with same only to the extent that Customer has requested Arctic Wolf in writing (email sufficient) to do so or Arctic Wolf is legally bound to do so. If it is practicable and permitted, Arctic Wolf will notify Customer of the request or the sharing of information. Customer agrees to reimburse Arctic Wolf for all costs or expenses Arctic Wolf incurs in connection with matters covered by this paragraph, including any time spent by Arctic Wolf (at then-current Arctic Wolf professional IR Services rates) as well as any other costs or expenses Arctic Wolf may incur, including but not limited to attorneys' fees.

7. **ATTORNEY CLIENT PRIVILEGE.** In the event Counsel is engaged by Customer and is party to a SOW, the purpose of the engagement under the Agreement is to enable Counsel to render legal advice to Customer. All work under any SOW is to be performed at the direction of Counsel and is subject to the attorney-client privilege and/or the work product doctrine. Arctic Wolf understands that information and materials received from Counsel or Customer, or generated by Arctic Wolf, are protected by the attorney-client privilege and other applicable privileges such as the work-product doctrine. As such, all communications between and among Arctic Wolf, Counsel, or Customer, either oral or written, as well as any materials or information developed or received by Arctic Wolf pursuant to this arrangement will be treated as confidential. Arctic Wolf agrees, subject to applicable law or court order, and the terms set forth herein, not to disclose any of our communications, or any of the information Arctic Wolf receives or develops in the course of the IR Services, to any other person or entity without Counsel's written authorization. For the avoidance of doubt, references to attorney-client privilege and work product doctrine are intended to include solicitor-client privilege, litigation privilege, or such other similar privilege and doctrine however named within the applicable jurisdiction of Counsel and Customer.

8. **DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF IR SERVICES IS AT CUSTOMER'S SOLE RISK. CUSTOMER AGREES AND ACKNOWLEDGES THAT ARCTIC WOLF AND ITS EMPLOYEES AND CONTRACTORS ARE NOT ATTORNEYS AND THAT THE IR SERVICES AND DO NOT CONSTITUTE LEGAL ADVICE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARCTIC WOLF OR ITS AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF ARCTIC WOLF'S**

OBLIGATIONS UNDER THE AGREEMENT. THE IR SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT ARCTIC WOLF AND ITS VENDORS AND LICENSORS DO 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 INCIDENT EVIDENCE, CONFIDENTIAL INFORMATION AND SYSTEMS. ARCTIC WOLF WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY ARCTIC WOLF OF ITS OBLIGATIONS UNDER THE AGREEMENT. ARCTIC WOLF MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY IR SERVICES, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE GENERAL TERMS, ARCTIC WOLF WILL HAVE NO LIABILITY OF ANY KIND AS A RESULT OF THE DELETION OF, CORRECTION OF, DESTRUCTION OF, DAMAGE TO, LOSS OF OR FAILURE TO STORE OR ENCRYPT ANY INCIDENT EVIDENCE BELONGING TO OR IN THE POSSESSION OF CUSTOMER. ARCTIC WOLF WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATING TO ANY UNAUTHORIZED USE OF ACCOUNTS DUE TO CUSTOMER 'S FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT.