MSP PRODUCT DELIVERY REQUIREMENTS
FOR
AURORA ENDPOINT DEFENSE SECURITY

These MSP Product Delivery Requirements for Aurora Endpoint Defense Security ("***AED PDR***") apply to MSP partners ("***Partner***") authorized to sell, use, and/or deliver the Aurora Endpoint Defense Security Products ("***Products***") identified in the Product List located at https://arcticwolf.com/terms/product-list/ which may be updated from time-to-time ("***Product List***"). The terms of the MSP Addendum (the "***Addendum***"), and all associated terms referenced therein, are incorporated into this AED PDR by reference. **ALL CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE ADDENDUM.** Partner understands and agrees that its sale, use and delivery of AED requires compliance with the following responsibilities and obligations

1. DEFINITIONS

"**Partner Technical Support Services**" or "**AWPTSS**"	means the program under which Technical Support Services will be provided by Partner to its Customers, including the Tier 3 Technical Support Services Arctic Wolf provides to Partner in accordance with the AWPTSS Terms. For clarity, Partner Technical Support Services do not include professional services. AWPTSS is located at https://docs.arcticwolf.com/ and which may be modified by Arctic Wolf from time-to-time. Any reference to "Tiers" herein shall mean the Tiers described in the AWPTSS
"**AWPTSS Program Description**"	means the description of the Partner Technical Support Services to be provided by Arctic Wolf, which may be modified by Arctic Wolf from time-to-time. Any reference to "Tiers" herein shall mean the Tiers described in the AWPTSS Program Description.
"**Credentials**"	means account details intended to authenticate the relevant user, such as usernames and passwords.
"**Customer**"	except as otherwise set forth herein, means any third party that has entered into a Transaction with Partner, including the installation of the Solution(s) on one or more Devices owned or under the control of that third party, and not for the purpose of redistribution or resale.
"**Device**"	means any computing network, environment or equipment, including but not limited to, desktop and laptop computers, smart phones, tablet, point of sale terminal, industrial control system or any other connected device which accesses or uses the Solutions, and further includes non-persistent deployments and virtual machines.
"**Documentation**"	means any documentation made available to Partner by Arctic Wolf (whether electronic or printed) which relates to the Solution or training provided by Arctic Wolf to Partner.
"**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.
"**Managed Services**"	means the services, including the Technical Support Services, provided by Partner to a Customer for the Solution, which services are provided pursuant to the terms of a Transaction and this Agreement, and may include assisting the Customer with set up and configuration, basic troubleshooting, and basic support of the Solution.
"**Multi-Tenant Console**" or "**MTC**"	means the console made available by Arctic Wolf to Partner, enabling the management of multiple Customers and providing for the support and management of Devices and/or Tenants.
"**Personal Data**"	means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.
"**Solution**"	means Arctic Wolf's proprietary Aurora Endpoint Security Product (and any licensed third party software embedded therein) listed as Aurora Endpoint Security Products within the Program Guide, and any Managed Services included therewith. Solution shall exclude any Third Party Items.
"**Technical Support Services**"	Means the Tier 0, 1 and Tier 2 technical support services that Partner shall be obligated to provide directly to a Customer in accordance with the AWPTSS Terms, which will be performed by Partner.
"Tenant"	means a distinct Customer or group (including an Evaluation environment(s) as provided in Section 2.2) provisioned with separate access and configurations for the provisioning of the Solutions on Devices.
"**Third Party Items**"	means Customer, Partner, or other 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.
"**Transaction**"	means an agreement between Partner and a Customer, under which Partner provides the Solutions to a Customer, and grants to Partner the right to install and use the Solution(s) on a specified number of Devices (or other chargeable unit) within a Tenant or MTC.

2. LICENSE GRANT

2.1 License Grant. Subject to Section 2.3 below, Arctic Wolf hereby grants to Partner a limited, non-exclusive, personal, non-transferable license to: (i) access, distribute and install the Solutions to and on behalf of Customers on Devices owned or controlled by Customers, as permitted in this Agreement; (ii) manage, access and use the Solutions on behalf of Customers, including via the Multi-Tenant Console; (iii) provide training to Customers; and use a lab tenant within the Multi-Tenant Console for internal training on the Solutions necessary for Partner to complete virtual instructor led training activities.

2.2 Solution Evaluations. If a potential Customer requests to conduct an evaluation of the Solutions ("**Evaluation**"), in addition to the terms and conditions applicable to the Solutions and subject to Customer's agreement to the General Terms, Partner may conduct an Evaluation in accordance with the Evaluation program parameters within the Program Guide.

2.3 Use. Partner shall ensure that (i) prior to any delivery, download, distribution and/or provisioning (as applicable) of a Solution to Customers, including installation on any Device as part of the configuration of a Tenant, Partner has complied with the Contracting Model requirements for the Solution, (ii) Partner designates Arctic Wolf, and its successors and assigns, as a third-party beneficiary to the Transaction, and (iii) Partner requires Customer to identify within the Tenant or MTC, as applicable, the location(s) of the Solution and/or the number of installations and locations of the Solution, within thirty (30) days of such delivery or installation. In the event Customer changes the number of installations and/or locations of the Solution, Customer shall provide updated information within thirty (30) days of such changes.

2.4 Transaction Breach. In the event Partner learns of or should reasonably become aware of any actual or suspected breach of a Transaction, Partner shall promptly notify Arctic Wolf in writing of all information then-known to Partner regarding the unauthorized use or suspected breach. Partner will provide Arctic Wolf reasonable assistance and cooperation, at Partner's own cost and expense, in evaluating the suspected breach. Partner shall cooperate with Arctic Wolf to protect and enforce Arctic Wolf's rights and remedies, including, if requested by Arctic Wolf, naming Arctic Wolf as a party in any action against Customer.

3 PARTNER'S RIGHTS; SCOPE OF USE; RESTRICTIONS

3.1 Solution Use Restrictions. Partner shall not:

(i) disable or circumvent any access control or related equipment, process or procedure established with respect to the Solution; and

(ii) upload, transmit, or otherwise make available any Malware, unless expressly permitted by Arctic Wolf in writing as required to provide the Solution.

3.2 Training. If Partner receives access to the Solution for Training purposes, Partner will be given access to those environments, subject to the General Terms as if Partner were the "Customer", and for the time period specified at the time of registration and/or a period of time determined by Arctic Wolf, in its sole discretion. Partner is permitted to upload and/or transmit malware in the lab tenant for Training purposes only and Partner is responsible for its use thereof.

3.3 Remote Access. Partner acknowledges and agrees that Arctic Wolf may directly or remotely communicate with the Solution, Tenants, MTC, and Devices for purposes related to delivery of the Solution, including, (i) verifying Credentials; (ii) issuing reports and alerts such as automated support requests and alert messages; (iii) providing support and maintenance services; (iv) applying policy and configuration changes; and (v) extracting usage information, service performance information, and event logs. Partner shall ensure that its Transaction with Customers expressly allows Arctic Wolf the rights to remote access described in this Section 3.3 (*Remote Access*).

3.4 Availability of Solutions. Arctic Wolf may, without any liability to Partner or any Customer, 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 Solution; (ii) if Partner's or its Customers' use of and/or access to the Solution or any part thereof poses a security or other risk to the Solution or any third party or adversely impacts the Solution; (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 Partner or a Customer is in breach of the applicable agreement.

4 PARTNER'S OBLIGATIONS. In addition to any other obligations within the Agreement, Partner agrees to the additional obligations set forth as follows:

4.1 Partner's General Obligations. In addition to other requirements under this AED PDR, Partner shall:

(i) ensure that Customers receive notification of Updates (as defined in the AWPTSS) within seventy-two (72) hours of Arctic Wolf making Updates available;

(ii) promptly notify Arctic Wolf in writing if Partner becomes aware any misuse or intent to misuse the Solution;

(iii) not make any warranties, representations or covenants on Arctic Wolf's behalf; and

(iv) not agree to any terms and conditions that conflict with the General Terms or Partner's obligations under this AED PDR or enlarge or expand Arctic Wolf's responsibilities or liabilities under this AED PDR or the General Terms.

4.2

4.3 Security Measures and Safeguards. Partner shall, at Partner's sole expense, implement such security measures as Partner considers are appropriate, and which are, at all times, compliant with all applicable laws, lawful access, and data protection laws, to: (i) prevent any unauthorized access to or copying of the Solution or unauthorized access thereto; and (ii) safeguard the data of Customers that comes into the possession of, or under the control of, Partner by virtue of providing the Solution from unauthorized use or modification.

4.4 Support Obligations for Solutions. Partner shall provide the Managed Services directly to Customers in accordance with the AWPTSS. Arctic Wolf may provide Tier 3 support services to Partner, as more particularly described in the AWPTSS. Further, Partner shall ensure that Customers do not contact Arctic Wolf directly unless expressly authorized by Arctic Wolf in writing. Partner acknowledges and agrees that any Customers that contact Arctic Wolf directly will be re-directed to Partner. If Partner fails to provide any Customer with adequate support or fails to manage the security of any Devices to Customer's satisfaction, such failure shall be deemed to be a material breach and Arctic Wolf shall have the right, but not the obligation, to contact and support such Customer for the remainder of the term of the Transaction at Partner's sole cost and expense. Any such Managed Services provided directly from Arctic Wolf to Customer shall be billed to Partner at Arctic Wolf's then-current rates of service. Nothing in this AED PDR shall be construed to limit Arctic Wolf's ability to contact Customers directly for any reason and/or provide Technical Support Services to Customers directly. Partner shall ensure that all Transactions with Customers expressly allow Arctic Wolf to communicate directly with Customers. Notwithstanding any other terms of this AED PDR, Arctic Wolf is not required to provide any Partner Technical Support Services to Customers.

5 FEES.

5.1 Fees. For licenses of the Solution, Fees are payable for the highest daily number of Active Devices (and every other chargeable unit where applicable) (each a "**Billable Unit**") that Partner deploys during the Billing Period. "**Active Device**" means a Device that checks into the infrastructure. "**Billing Period**" means each monthly period during the Term.

6 WARRANTIES AND DISCLAIMERS.

6.1 Partner Warranties. In addition to Partner's warranties set forth in the Addendum, Partner warrants, covenants and represents to Arctic Wolf that it shall remain wholly responsible for the compliance of Customers with the Transaction.

6.2 Disclaimers. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE ADDENDUM, ARCTIC WOLF SPECIFICALLY DISCLAIMS: (A) THE SUITABILITY OF THE SOLUTIONS AND THE MULTI-TENANT CONSOLE FOR USE IN MISSION-CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS; (B) ANY WARRANTIES OR CONDITIONS RELATED TO THE SOLUTION (EXCEPT AS ARCTIC WOLF EXPRESSLY PROVIDES IN A WRITTEN AGREEMENT DIRECTLY TO THE CUSTOMER); (C) ANY OBLIGATIONS WITH RESPECT TO ANY DATA STORED IN THE SOLUTIONS, OR THE MULTI-TENANT CONSOLE; AND (D) THE SOLUTION WILL DETECT AND/OR CORRECTLY IDENTIFY AND/OR DISINFECT ALL THREATS, APPLICATIONS (WHETHER MALICIOUS OR OTHERWISE) OR OTHER COMPONENTS. PARTNER ACKNOWLEDGES AND WARRANTS THAT PARTNER IS SOLELY RESPONSIBLE AND LIABLE TO CUSTOMER FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE

SOLUTION; AND (II) PARTNER'S AND/OR CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S DEVICES, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTNER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST ARCTIC WOLF ARISING FROM OR RELATING TO THIS CLAUSE. FURTHER, ARCTIC WOLF DOES NOT WARRANT OR REPRESENT THAT PARTNER, ANY CUSTOMER, OR ANY THIRD PARTY IS ENTITLED TO BLOCK ANY THIRD-PARTY APPLICATIONS, OR THAT PARTNER, ANY CUSTOMER, OR ANY THIRD PARTY IS ENTITLED TO ENCRYPT OR DECRYPT ANY THIRD-PARTY INFORMATION. PARTNER ACKNOWLEDGES AND AGREES THAT WHERE THE SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE PARTNER'S OR A CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, ARCTIC WOLF HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

7 INDEMNIFICATION. In addition to any indemnification obligations of Partner within the Addendum, Partner shall defend, hold harmless and indemnify Arctic Wolf and any of Arctic Wolf's Affiliates, and their officers, directors, employees, subcontractors and agents, from and against any and all claims, actions, proceedings, judgments, damages, costs, expenses or other liability whatsoever (including reasonable attorneys' fees and disbursements) and settlements agreed to by Partner arising out of, resulting from or relating to:

7.1 improper use of the Solution by Partner, Customers, or such other third parties to whom Partner provides Solution access, except to the extent such claim is covered by Arctic Wolf's indemnification obligations in the General Terms;

7.2 Partner's failure to obtain acceptance of the terms and conditions of the applicable General Terms by any Customer;

7.3 Partner's failure to obtain any consents, approvals or authorizations required under the terms of this AED PDR;

7.4 breach of any Transaction by Partner;

7.5 acts or omissions related to the gross negligence or willful misconduct of Partner and/or its agents, representatives;

7.6 unauthorized disclosure, mishandling, loss, breach, or unauthorized access or use of Customer's Data (as defined in the General Terms) caused by or resulting from Partner's acts, errors, or omissions; or

7.7 any infringement claim arising from or in connection with:

(i) modifications to the Solutions or any portion thereof where such modification is made by Partner, or on behalf of Partner, or authorized by Partner;

(ii) any materials provided by or on behalf of Partner to Arctic Wolf regarding any modification to the Solutions where such claim would not arise but for such materials; or

(iii) a Customer's combined use of the Solutions or portion thereof with other software and/or hardware products or applications not supplied by Arctic Wolf where such combined use is recommended by Partner and the software and/or hardware products or applications are supplied to Customer by Partner.

8 LIMITATION OF LIABILITY. Notwithstanding any limitation of liability provision within the Addendum, Partner agrees that in no event shall any limitation of liability provision set forth in the Addendum apply to Partner's liability to Arctic Wolf related to any indemnification obligations set forth in Section 7 (*Indemnification*) above.

9 TERM AND TERMINATION

9.1 Effect of Termination.

(i) Transition Assistance. Arctic Wolf may take additional measures as it deems reasonable, in its sole discretion, to protect the availability and continuity of services for any Customers. If requested by Arctic Wolf, upon termination or expiration of this Addendum, the Agreement, or a Transaction, Partner shall provide Arctic Wolf with reasonable assistance, at no charge to Arctic Wolf, to effectuate a transfer of all Customers to a replacement services provider identified by Arctic Wolf. Partner shall provide Arctic Wolf (or Arctic Wolf's designee) with all reasonably requested information (including, without limitation, identification of technical contact persons of each Customer) and access to such data and/or computer systems as may be necessary to effectuate the transfer and avoid disruption of services to affected Customers.

(ii) No Discharge of Obligations. The termination or expiration of the Addendum or Partner's license granted herein shall not discharge or relieve either party from any obligation which accrued prior to termination and shall not relieve any breaching party from liability for damages resulting from such breach. Except with respect to any Transition Assistance set forth in the AWTSS and Section 9.2(iii) (*Post-Termination Services*) below, all Partner's rights described herein shall terminate upon termination or expiration, including the right to allow the Partner's Customers to use the Solution, notwithstanding the Transaction.

(iii) Post-Termination Services. Except in the case of termination for cause, the parties agree to continue to fulfill their respective obligations in connection with this AED PDR (including provision of the Partner Technical Support Services) for the term of any Transaction entered into prior to termination or expiration of license granted in this AED PDR until expiration or termination of such Transaction, but no more than three (3) months from the termination or expiration. Within three (3) months of expiration or termination, Partner shall deliver a written certification to Arctic Wolf confirming the destruction by Partner and any applicable Customers of the Solutions and Arctic Wolf's Confidential Information, and all copies and derivatives thereof, in such persons' and entities' possession or control, except to the extent such Customers may have been transferred to a replacement managed security services provider. Arctic Wolf shall not be liable to Partner or Customers in connection with termination by Arctic Wolf resulting from Partner's breach of this AED PDR.

(iv) Fees Due Upon Termination. In the event of termination of this Agreement by Arctic Wolf or Partner, Partner must pay to Arctic Wolf (or its Authorized Distributor, as applicable) all amounts due and owing for any Customer existing as of the date of termination ("**Termination Date**"). Notwithstanding anything to the contrary, nothing in this Agreement shall limit or exclude Partner's payment obligations with respect to any Billable Units in the Multi-Tenant Console following the Termination Date, including where the parties have agreed Partner may continue to provide Managed Services beyond the Termination Date in accordance with Section 9.2(ii) (*Post-Termination Services*).

(v) Post-Expiration or Termination. Upon expiration or termination for any reason, Partner shall promptly cease to represent Partner as Arctic Wolf's authorized managed service provider with respect to the Solution and shall otherwise desist from all conduct or representations that might lead the public to believe that Partner is authorized by Arctic Wolf to market, promote or solicit sales of the Solution. Partner further agrees to promptly cease all use of the Products, any Tenants, and the Multi-Tenant Console (except to the extent provided under Section 9.2(ii) (*Post-Termination Services*)). Further, upon expiration or termination of the Addendum or this AED PDR for any reason, Partner agrees to destroy, delete or return to Arctic Wolf all materials supplied to Partner by Arctic Wolf or anyone else in support of this AED PDR, including but not limited to all Arctic Wolf Confidential Information.

10 DATA PROTECTION

10.1 Potentially Malicious Code and Anonymous Data.

(i) Transmission of Files. Partner acknowledges that a feature of the Solutions is to facilitate analysis of files and processes (including portable executable files, meta data, systems files, dll files, binary files, and/or other executable code, including those which may from time to time be embedded in other file types) that exist on, or are being introduced to the Devices of Customers ("**Files**") to identify potential or actual malicious code, malware or other intrusive artifacts or processes therein ("**Potentially Malicious Code**"). Partner

therefore acknowledges and agrees that, in certain configurations, to function optimally, the Solution may transmit Files to servers owned or controlled by Arctic Wolf or may otherwise analyze Files.

(ii) Anonymous Data. Arctic Wolf may reduce Potentially Malicious Code to a unique hash, and Arctic Wolf may deconstruct, analyze and catalogue Potentially Malicious Code to determine functionality and potential to cause instability or damage to Devices. Arctic Wolf may also use the unique file hash to identify files on other systems as Potentially Malicious Code and use and distribute the unique file hash to promote awareness, detection and prevention of internet security risks, in which case the unique file hash will be without attribution to Partner or its Customers, Partner's or Customers' operations, or Partner's systems or networks or Customers' Devices (individually and collectively, "**Anonymous Data**"). Arctic Wolf may also extract, compile, synthesize, and analyze non-personally identifiable data transmitted by the Solution running on Devices, Tenants, and/or the Multi-Tenant Console, or information resulting from Partner's use of or access to the Solution and/or the Multi-Tenant Console, in each case to the extent such data or information only includes Anonymous Data. Partner agrees that Arctic Wolf may use, copy, modify, distribute and display Files, Anonymous Data and Potentially Malicious Code for Arctic Wolf's business purposes, including research, development, enhancement and support of products and services. Without limiting the foregoing, Arctic Wolf will not identify Partner or its Customers as the source of any Files, Anonymous Data or Potentially Malicious Code.

(iii) Risks Regarding Potentially Malicious Code. If the Solution identifies Potentially Malicious Code, certain configurations of the Solution may block Potentially Malicious Code from execution, in which case Partner may either allow execution of the Potentially Malicious Code or quarantine it. Alternatively, Partner may determine that Potentially Malicious Code is acceptable for use on the Devices of a Customer and need not be blocked or quarantined. Partner acknowledges that blocking the execution of or quarantining or running Potentially Malicious Code may result in a loss of functionality of Files, applications, or the Devices, and cause other potential harm or loss. PARTNER'S DECISION TO BLOCK, QUARANTINE OR ENABLE EXECUTION OF POTENTIALLY MALICIOUS CODE IS AT PARTNER'S OWN RISK. PARTNER ACKNOWLEDGES THAT ARCTIC WOLF HAS NO CONTROL OVER THE SPECIFIC CONDITIONS UNDER WHICH PARTNER USES THE SOLUTION OR THE MULTI-TENANT CONSOLE OR ALLOWS OR DISALLOWS POTENTIALLY MALICIOUS CODE TO EXECUTE THE SOLUTION. THE SOLUTION AND THE MULTI-TENANT CONSOLE DO NOT REPLACE PARTNER'S OBLIGATION TO EXERCISE PARTNER'S INDEPENDENT JUDGMENT WITH RESPECT TO THE EXISTENCE OR SUITABILITY OF POTENTIALLY MALICIOUS CODE EXISTING ON OR THE SECURITY OF THE DEVICES.

10.2 Acknowledgment. Partner acknowledges and agrees that it may be necessary under applicable law to inform and/or obtain consent from the Customer prior to accessing, monitoring, logging, storing, transferring, exporting, blocking access to, and/or deleting Potentially Malicious Files.

10.3 Customer Data; Threat Intelligence Data.

(i) Customer Data. Customer Data, as referred to in the Agreement, includes Aurora Solutions Data and Points of Contact Information. "Aurora Solutions Data" means the operational system log data and any other information provided by Partner or Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data (as defined below). "Points of Contact Information" includes first name, last name, corporate email address, phone number, job title, address, and organization hierarchy used with respect to set up and administration of Customer's account. As between the parties, Customer shall retain all right, title, and interest (including all intellectual property rights) in and to the Customer Data (excluding any Arctic Wolf Technology).

(ii) Threat Intelligence Data. 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) is provided to Arctic Wolf in connection with this AED PDR or General Terms, 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 Data of the data subjects of Partner or its Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice located at https://arcticwolf.com/terms/privacy-notice-for-customers/ as may be updated from time to time by Arctic Wolf). Arctic Wolf may use, copy, modify, distribute and display Threat Intelligence Data for Arctic Wolf's business purposes, including research, development, enhancement and support of products and services.

10.4 Personal Data.

(i) Each party shall implement reasonable technical and administrative controls to prevent the unauthorized or unlawful processing of Personal Data. Partner acknowledges and agrees that Personal Data from Partner or Customers may be required in the use of the Solution. Arctic Wolf shall not be liable for any breach of security arising from Partner's collection, availability, and/or use of Customer's Personal Data through the Partner Portal, Multi-Tenant Console, or Solution.

(ii) Partner warrants that: (a) any disclosure of a data subject's Personal Data and other information by it to any third party and/or Arctic Wolf for the purposes described in this Agreement and/or in the General Terms is made with the applicable data subject's consent or is otherwise lawful; (b) where authorizations, declarations of consent, or instructions are provided by Partner, these are provided not only on behalf of Partner but also on behalf of any other data controller (including Customers); (c) where Arctic Wolf gives notice to Partner under this Section 10 (Data Protection), such notice is deemed received by those data controllers permitted by Partner to include Personal Data and it is Partner's responsibility to forward such notices to the relevant data controllers. If Partner provides, transmits or otherwise makes special categories of Personal Data (including but not limited to health or biometric data) available to Arctic Wolf, Partner will be responsible for notifying Arctic Wolf and meeting privacy and data protection obligations.

(iii) Where Personal Data will need to be transferred to a third country (being a country that is not a member state of the European Union or a country within the European Economic Area) pursuant to this Agreement the relevant module of the new EU Standard Contractual Clauses issued by the European Commission will apply automatically.

10.5 Technical Support Services.

(i) Partner represents and warrants that, prior to providing Partner Technical Support Services to Customers, Partner has obtained all necessary consents, including without limitation consents regarding Personal Data from its employees, Customers, or other persons, or is otherwise legally authorized in relation to the same, in order to provide Arctic Wolf with any information, materials, data and/or assistance that Arctic Wolf reasonably requires to diagnose problems with the Solution, Tenant, or the Multi-Tenant Console and to otherwise fulfill its obligations under the AWPTSS Terms and this AED PDR.

(ii) The following terms will apply to any Personal Data of Partner, Partner's employees, Customers or other persons with Personal Data in the information, materials or data that Partner provides to Arctic Wolf, and it is Partner's responsibility to obtain all the necessary consents from such persons, or is otherwise legally authorized, as required by applicable data protection laws, including without limitation as described in the following terms:

(a) Partner has acknowledged that Customer Data or other materials provided to Arctic Wolf may include Personal Data of Partner,

Partner's employees, Customers or other persons. Personal Data that is collected, used, processed, transferred, stored and disclosed (collectively, "**Processed**") by Arctic Wolf and its service providers will be treated in accordance with Arctic Wolf's Privacy Notice. The data processor in respect of such Personal Data is Arctic Wolf. Partner consents and agrees to the Processing of such Personal Data as described herein, the General Terms, and the Privacy Notice. Arctic Wolf may contact Partner regarding its use of AWPTSS and related products and services, and to communicate with Partner (including for follow up surveys regarding AWPTSS and other Arctic Wolf products and services).

(b) Partner authorizes Arctic Wolf and its subprocessors set forth at https://arcticwolf.com/terms/sub-processors/ to make transfers of Personal Data in accordance with this AED PDR and the Addendum and applicable data privacy laws. Partner acknowledges and agrees that, subject to compliance with applicable data privacy laws, Arctic Wolf may process Personal Data anywhere in the world where Arctic Wolf or its subprocessors maintain data processing operations.

(c) Where Arctic Wolf has provided Partner with contact information for Arctic Wolf's Authorized Distributors, which in certain jurisdictions may be deemed to be that Authorized Distributor's Personal Data, Partner will comply with all applicable laws related to the use and disclosure of such information.

11 INSURANCE. Partner shall, at its own expense, maintain and carry in full force and effect, all adequate insurance for its business and activities with terms, limits and conditions consistent with those obtained by similarly situated prudent and responsible organizations in its industry and those insurance as applicable law may call for, including but not limited to: (i) any compulsory insurances as mandated by law within the Territories for which the services will be performed; (ii) insurance to provide coverage to Partner's employees if injured while at work; (iii) insurance to protect Partner against third parties for loss, injury, damage or death; and (iv) insurance to protect Partner against third parties for losses resulting in errors or omissions regarding technology services, technology products, media content, network security breaches as applicable. The underwriter(s) of all insurance policies must have an AM Best's rating of at least "A-" and be licensed to do business within the Territories for which the services will be performed. Upon request by Arctic Wolf, Partner shall provide proof of insurance.