

TEST DRIVE AGREEMENT

This Test Drive Agreement (“**Agreement**”) sets forth the terms and conditions governing your use of any “Test Drive” products and solutions (collectively, “**Products**”) Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) may make available to you.

BY OPERATING, DOWNLOADING, INSTALLING, REGISTERING FOR OR OTHERWISE USING THE PRODUCT(S), 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 AGREEMENT AND ACCEPT THE OFFER TO USE THE PRODUCTS PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THIS AGREEMENT, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ACCEPT THE TERMS OF THIS AGREEMENT; AND (B) YOU ARE OVER 18 YEARS OLD. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR YOU ARE NOT AUTHORIZED TO AGREE TO THIS AGREEMENT, DO NOT USE THE PRODUCTS.

RECITALS:

WHEREAS, you would like to register to use the Products subject to the terms of this Agreement; and

WHEREAS, the terms of this Agreement set forth the terms to contemplate your use of the Products.

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

1. From time-to-time Arctic Wolf may invite you to try, at no charge, for demonstration purposes certain Arctic Wolf Products or components thereof (“**Test Drive Experience**”). You may elect to participate in a Test Drive Experience in your sole discretion.
2. **Restrictions and Disclaimers.** Products are provided for evaluation or trial purposes and are not supported, may contain bugs or errors, and may be subject to additional terms. Products are not considered a “Solution” or “Product” under any agreement between the parties pertaining to such subscription or purchase of any such other Arctic Wolf products, solutions, and services. Products provided as part of any Test Drive Experience 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 THE PRODUCTS. Arctic Wolf may discontinue these Products or revoke or deny your participation in any Test Drive Experience at any time in Arctic Wolf’s sole discretion. Arctic Wolf will make reasonable efforts to provide you with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Products will be made generally available.
3. **NO DATA RETENTION.** ANY INFORMATION ENTERED INTO THE PRODUCTS MAY BE PERMANENTLY LOST UNLESS YOU: (i) PURCHASE A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE PRODUCTS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, YOU EXPORT SUCH DATA PRIOR TO TERMINATION OF THE PRODUCTS.
4. **PERSONAL INFORMATION/CONFIDENTIAL INFORMATION.** Unless otherwise stated in any Product Specific Test Drive terms set forth below, the Test Drive Experience does not include or require the processing of your personal or confidential information. Accordingly, do not provide Arctic Wolf with personal information or confidential information as part of your Test Drive Experience. Provision of such information is at your sole risk and liability.
5. **LIMITED LIABILITY.** ARCTIC WOLF’S ENTIRE LIABILITY IN CONNECTION WITH YOUR USE OF THE PRODUCTS 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 PRODUCTS.
6. Despite anything to the contrary in this Agreement, you acknowledge that (a) Products may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Products may not be available or reliable, and (c) Products may not be subject to the same security or audits as any other Arctic Wolf products, solutions, and services to which you have purchased or subscribed to under any other agreement with Arctic Wolf.
7. Your participation in the Test Drive program and the availability of the Products and any feature, function, capability, or technology incorporated therein is deemed Arctic Wolf Confidential Information and shall be held in confidence.
8. **Miscellaneous.**
 - a. **Modifications.** Arctic Wolf may change this Agreement and other referenced terms and conditions at any time. Any revisions to Agreement will become effective on the date we publish the change. If you continue participation

in the Test Drive Experience after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

b. **Governing Law.** 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. Except as otherwise prohibited by law, this Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof and any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration in Kent County, Delaware 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. This Section 8(b) shall apply solely to the extent allowed by law.

c. **No Licenses.** Other than as stated in this Agreement, you receive no other rights or licenses with respect to Arctic Wolf, the Arctic Wolf Products, trademarks, or any other property or right of Arctic Wolf.

d. **Severability and Waiver.** In the event 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.

e. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

f. 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.

g. **Notices.** Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. For contractual purposes, you (1) consent to receive communications in an electronic form via the email address you provide to Arctic Wolf within your Test Drive Experience registration form.

PRODUCT SPECIFIC TEST DRIVE TERMS:

Aurora Endpoint Defense ("AED") -

If your Test Drive Experience pertains to AED, the following additional terms shall apply:

1. Upon submission of your Test Drive of AED registration, you will receive a temporary, non-exclusive, non-sublicenseable, royalty free, revocable, read only license to a shared endpoint tenant and virtual machine ("**VM**") that is pre-loaded with the endpoint agent, files for testing, and documented use cases.
2. You acknowledge, agree, and consent to the sharing of your registration information including your first name, last name and email address with Arctic Wolf's third-party provider for purposes of provisioning access to the VM and to allow Arctic Wolf to communicate with you regarding your Test Drive Experience. Such third-party provider is based within the United States and the registration information you provide will be stored within the United States. The terms of Arctic Wolf's privacy notice located at <https://arcticwolf.com/privacy-policy/> shall apply.
3. You shall have one (1) week to activate your Test Drive Experience following receipt of the invite from the VM provider. Should you fail to activate your Test Drive Experience, your activation link will expire.
4. For one week following activation of your Test Drive Experience, you will have up to a total of two (2) hours to access the VM which may be spread over multiple sessions/days. Your Test Drive Experience will automatically terminate upon the earlier of use of the two (2) hours of access or one (1) week following activation.
5. Your Test Drive Experience does not include:
 - a. The right to download endpoint agents;
 - b. Install endpoint agents your or any other third party machines;
 - c. The ability to make policy changes within the shared endpoint tenant; and
 - d. Access to Arctic Wolf concierge or support resources.