Incident Response (IR) JumpStart Retainer Agreement
For Managed Service Provider Partners

This Incident Response (IR) JumpStart Retainer Agreement for Managed Service Providers (the "**Agreement**") is a legal agreement entered into by and between Arctic Wolf Networks, Inc. and its affiliates ("**Company**") and the managed service provider partner ("**Partner**") reflected on any order forms, quotes, or other ordering document that references this Agreement ("**Order Form**") for a subscription to the IR JumpStart Retainer offering ("**IR JumpStart Retainer**"). The Order Form will be issued to Partner by Company or its authorized distributor partner (the "**Distribution Partner**"). This Agreement is effective on the date Partner executes the Order Form or submits a matching purchase order to Company or the Distribution Partner, as applicable (the "**Effective Date**"). This Agreement permits Partner to purchase a subscription to IR JumpStart Retainer, as defined below, and identified in the Order Form for the specific and designated end user of Partner (the "**End User**") and sets forth the terms and conditions under which such offering will be delivered by Company to Partner for such End User. Partner 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 (FKA CYBER ESSENTIALS) SUBSCRIPTION TERMS, PARTNER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND PARTNER 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 PARTNER, THE PERSON ACCEPTING HEREBY REPRESENTS AND WARRANTS TO COMPANY THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTNER; AND (B) YOU ARE OVER 18 YEARS OLD. IF PARTNER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS IR JUMPSTART 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.   **Description of IR JumpStart Retainer.** IR JumpStart Retainer includes the following:

1.1   Company will respond to Partner's request for **IR** services, provided such request is related to an Incident, within one (1) hour of receipt of request in accordance with Section 2 below. Requests may be submitted to Arctic Wolf via (a) the Customer Portal, or (b) the JumpStart IR Planner module and submission may be made by (i) Partner on behalf of End User and in accordance with Partner's agreement with such End User, or (ii) End User, if authorized by Partner.

1.2   Partner may access and use Cyber JumpStart on behalf of the End User and subject to the Cyber JumpStart Subscription Agreement located at https://arcticwolf.com/terms/ ("**Subscription Agreement**") as modified by the terms set forth in Section 4 below.

1.3   Company will provide guidance to Partner on accessing and using the JumpStart IR Planner module of Cyber JumpStart (the "Module").

1.4   Upon completion of an End User's IR plan within the Module, and upon request by Partner, Company will conduct an IR plan review meeting at a mutually agreed upon date and time with Partner to review such IR plan.

1.5   As a benefit to Partner's End User and provided that the IR services engagement is more than a minimum of $7,500 USD (an "**Incident**"), Company may offer IR services to an End User under an executed IR statement of work (**"SOW**") to be made between Company and End User at an hourly rate of $295 USD/hour.

2.   **In the event of an Incident.** In the event an End User experiences an Incident and desires to engage Company for IR services, Company will respond to the request for engagement in accordance with Section 1.1 above and the parties will schedule and conduct a scoping call to assess a possible SOW. At the time of Incident and provided the parties elect to proceed with the IR services engagement, Company and End User will execute a separate Services Agreement and a SOW to govern the agreed upon scope and costs of an engagement for the IR services. For the avoidance of doubt, Partner will not be party to or a third-party beneficiary of any SOW and/or Services Agreement and Company shall have no liability to Partner for any of Company's obligations thereunder.

3.   **Partner Agreement.** Partner understands and agrees the terms of the Partner Agreement and related MSP Addendum and such terms related to Partner's responsibilities as an MSP Partner for Company shall apply.

4.   **Term and 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.

5.   **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 (2) 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. "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 into 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.

6.   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.

7.   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.

8.   Limitation of Liability. To the fullest extent permitted by applicable law, in no event shall a party or its suppliers be liable for damages other than direct damages, including the cost of procurement of substitute goods or technology, loss of profits, or for any special, consequential, incidental, punitive or indirect damages on any theory of liability, whether in statute, contract, tort, strict liability or otherwise, even if advised of the possibility of such damages. To the fullest extent permitted by applicable law, in no event shall the total liability of a party to the other party under this Agreement exceed $100 USD. The liability limitations in this paragraph (and otherwise in this Agreement) do not limit or exclude damages that under applicable law cannot be limited or excluded.

9.   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 and will update the *"Last Updated Date"* within such document.

10.   Miscellaneous Terms.

10.1   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 by Company to an affiliate or pursuant to a merger, acquisition or sale of all or substantially all of its assets.

10.2   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.

10.3   Governing Law. Except as otherwise prohibited by law, this Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without regard to its conflict of laws principles, and any disputes arising hereunder will be litigated exclusively in the federal or state courts of Kent County, Delaware, USA; the parties consent to personal jurisdiction in those courts. Except as otherwise prohibited by law, each party hereby waives any right to jury trial in any litigation in any way arising out of or related to this Agreement.

10.4   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.

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

10.6   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).

10.7   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.

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

10.9   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; l*es 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.*