

## SERVICES AGREEMENT

(online)

This Services Agreement (this "**Agreement**") is a legal agreement between Arctic Wolf Networks, Inc. ("**Arctic Wolf**") and the customer (or client identified by counsel) identified on a Statement of Work ("**Customer**"), and if applicable Customer's legal counsel, solicitor, or however legally named in a particular jurisdiction identified thereon ("**Counsel**") and governs any such statements of work ("**SOW**") that reference this Agreement. 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 such, Arctic Wolf will work at the direction of Counsel. This Agreement consists of the terms and conditions set forth below and any SOW that reference this Agreement.

BY EXECUTING A SOW, WHETHER MANUALLY OR ELECTRONICALLY, OR BY PROVIDING OTHER CONFIRMATION TO ARCTIC WOLF, OR OTHERWISE USING OR ACCEPTING THE SERVICES, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER, AND COUNSEL, AS APPLICABLE (OR THEIR RESPECTIVE AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS THE SERVICES AND AGREEMENT TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER, OR COUNSEL, AS APPLICABLE, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER OR COUNSEL; AND (B) YOU ARE OVER 18 YEARS OLD. IF CUSTOMER OR COUNSEL DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT ACCEPT THE TERMS OF THIS AGREEMENT OR PROVIDE CONFIRMATION, OR OTHERWISE ACCEPT THE SERVICES.

### 1. Services.

1.1 **SOWs.** Arctic Wolf shall provide to Customer the consulting services as described in one or more SOWs (the "**Services**"). Arctic Wolf, together with its Affiliates, will provide the Services as set forth in a SOW. "**Affiliate**" means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party. "**SOW**" means the document(s) signed by Customer, Counsel, or both and issued by Arctic Wolf to Customer pursuant to this Agreement that list the Services to be provided to Customer and the fees to be paid to Arctic Wolf for such Services. Customer understands and agrees that Arctic Wolf, upon Customer's or Counsel's authorization (email sufficient), may initiate Services prior to execution of a SOW. Customer, and Counsel (as applicable), authorize such initiation of Services which will be subject to the terms of this Agreement. Customer shall be responsible for the payment of fees associated with the performance of such Services. Additionally, Customer and Counsel (as applicable) understand that 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 this SOW surface that 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 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 Services, in its sole discretion and without liability, in the event Customer, and/or Counsel, do not execute a SOW for any additional hours.

1.2 **Incident Evidence.** As between Arctic Wolf and Customer, Customer owns 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 (as defined below) (the "**Incident Evidence**"). Customer hereby consents to Arctic Wolf's use the Incident Evidence to the extent necessary for Arctic Wolf to perform the Services under this Agreement, or a SOW. Customer understands and agrees that Arctic Wolf may share, to the extent necessary to deliver the Services and subject to the limitations stated herein, the Incident Evidence with Customer's third party advisors and consents to such sharing. Customer warrants that it has obtained or will otherwise obtain when made accessible to Arctic Wolf all rights, consents, and permissions necessary to make the Incident Evidence and Systems (as defined below) accessible to Arctic Wolf and to grant the foregoing rights to Arctic Wolf, and it shall comply with all applicable laws with respect to the collection, use, retention, transmission, and disposal of all Incident Evidence and Systems. To the extent permitted by law, Customer shall indemnify, defend, and hold harmless Arctic Wolf and its affiliates and subsidiaries and their respective officers, directors, employees, representatives, and agents from and against any and all claims, losses, liability, damages, costs, and expenses (including reasonable out-of-pocket expenses and attorneys' fees) arising out of or relating to Customer's breach of the preceding warranty. Customer understands that the Incident Evidence will be processed and analyzed by Arctic Wolf and Arctic Wolf will create expert reporting materials which 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. Such expert reporting materials are defined as "Report Data" and will be maintained by Arctic Wolf in accordance with the terms of this Agreement and its Privacy Notice for Customers located at <https://arcticwolf.com/terms> ("**Privacy Notice**"). Report Data will be retained by Arctic Wolf for twelve (12) months following the completion of the Services set forth on a SOW and used in accordance with the Privacy Notice. Customer is responsible for purchase of hard drives from Arctic Wolf, if needed, for the delivery of Incident Evidence to Arctic Wolf for the delivery of the 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.

1.3 **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) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing Services, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data (as defined below) of the data subjects of Customer (but including personal information of threat actors).

1.4 **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.

1.5 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 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 Services. Arctic Wolf’s performance of the 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.

1.6 Customer Instructions. Arctic Wolf will perform the 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.

1.7 Reservation of Rights and Ownership. Arctic Wolf owns and has the right to license, use, and provide Threat Intelligence Data, Services (defined below), and any associated documentation. 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 and to the Services and Threat Intelligence Data, excluding any rights, title, and interest in the Incident Evidence owned by Customer (b) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (c) Customer acquires no ownership or other interest (other than the rights expressly stated herein) in or to the Services and Threat Intelligence Data. Customer has no rights or interest to any Arctic Wolf software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications provided pursuant to a SOW, except as specified herein. Customer shall not resell the Services. Customer, and Counsel (as applicable), shall keep its account and passwords confidential. Customer shall not permit any third party to access or use the Services without Arctic Wolf’s prior express written consent. Customer shall ensure that all such third parties comply with all terms of this Agreement. Any breach of this Agreement by any such third party will constitute a breach of this Agreement by Customer.

1.8 Licenses and Restrictions. Any use by Customer of any software or products related to the 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 agreements, as the same may be updated from time to time by Arctic Wolf or third party licensors. IN THE EVENT THAT SENTINELONE ENDPOINT PROTECTION IS DEPLOYED BY ARCTIC WOLF IN CONJUNCTION WITH ARCTIC WOLF’S DELIVERY OF THE SERVICES, CUSTOMER AGREES AS FOLLOWS: (A) THE SENTINELONE TERMS OF SERVICE LOCATED AT <https://www.sentinelone.com/legal/limited-use-ir-license-agreement/> APPLY TO ITS USE, AND (B) SENTINELONE’S LIABILITY TO CUSTOMER FOR CLAIMS RESULTING FROM THE USE OF THE SENTINELONE ENDPOINT PROTECTION SOLUTION IS LIMITED TO THE LOWER OF 12 MONTHS FEES PAID BY CUSTOMER TO ARCTIC WOLF FOR THE SERVICES OR ONE HUNDRED THOUSAND DOLLARS (\$100,000). To the extent of a conflict between any such third party software license agreements and this Agreement, such software license agreements control. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Services or Threat Intelligence Data; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within the Services or Threat Intelligence Data; or (iii) remove or obscure any proprietary or other notice, including on any reports or data printed from the Services or Threat Intelligence Data.

1.9 Suspension. Arctic Wolf reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, tool deployment modifications, updates, or enhancements to the Services relating to incident response or other emergency consulting Services at any time. In addition, Arctic Wolf may suspend access to the Services (in whole or in part): (a) to prevent damages to, or degradation of, the Services; (b) to comply with any law, court order, or other governmental request; (c) to otherwise protect Arctic Wolf from potential legal liability; (d) if Customer violates the terms of this Agreement and fails to remedy such breach within the reasonable time frame requested by Arctic Wolf; or (e) in the event an invoice remains unpaid after the date on which payment is due. Arctic Wolf shall provide Customer with notice before or promptly following Arctic Wolf’s suspension of access to the Services. Arctic Wolf shall restore access to the Services as soon as the event giving rise to suspension has been resolved. Arctic Wolf reserves the right to charge a reconnection fee if any of the events listed above occurs in connection with any Customer act or omission.

1.10 Mutual Warranties. Each party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms, and (b) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

1.11 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the “**FCPA**”). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation,

or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

**1.12 Trade Controls.** Customer understands that the Services may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer shall ensure that the Services are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Services (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Services will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Services, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Services are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

**1.13 Data Storage: Access.** Incident Evidence 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 Customer Incident Data to provide 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. Term and Termination.**

**2.1 Term.** This Agreement commences as of the Effective Date and continues until the earlier of (a) the completion of the Services set forth in a SOW, (b) Customer no longer qualifies to receive the \$0 Retainer offering or such offering terminates, (c) the expiration of Customer's subscription to IR JumpStart Retainer, or (d) unless sooner terminated in accordance with this Agreement (the "**Term**"). The parties may extend the Term upon mutual written agreement.

**2.2 Termination for Cause.** Either party may terminate this Agreement immediately if the other party (a) commits a curable material breach or default of an obligation under this Agreement or another agreement between the parties that is not remedied within 60 days after the nonbreaching party provides written notice thereof, (b) commits a noncurable material breach or default of an obligation under this Agreement or another agreement between the parties, or (c) files for bankruptcy, becomes insolvent, or becomes an involuntary participant in a bankruptcy proceeding, if such involuntary proceedings are not dismissed within sixty (60) days after commencement.

**2.3 Termination for Convenience.** Either party may terminate this Agreement 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 Services completed and expenses incurred by Arctic Wolf through the effective date of termination.

**2.4 Effect of Termination.** Sections 1.2 through 1.9, 2.4, and 3 through 6, and 8 survive any termination of this Agreement. Upon termination of this Agreement and any related SOW, Customer agrees to cease all use of any software or products related to the Services made accessible by Arctic Wolf or its third party licensors installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Confidential Information in its possession or under its control. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Incident Evidence in its possession sixty (60) days following completion of Services set forth on a SOW, or any extension thereof. On or before 60 days after the completion of 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.

**3. Fees.** Customer shall pay Arctic Wolf undisputed fees within net thirty (30) days of the date of invoice, unless otherwise set forth in the SOW. All 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 Services performed onsite at Customer's location. As work is performed, Customer will be invoiced for 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 will be invoiced for 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 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. Payments for undisputed amounts not made within the applicable time period may be subject to late charges equal to the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount, or (b) the maximum amount permitted under law, plus in either case, costs of collection and legal fees. 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 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. Customer shall pay all amounts in the currency reflected in the SOW and by the method listed on the invoice. Any suspension as a result of Customer's failure to pay fees when due will not relieve Customer of its payment obligations. Customer is solely liable for the payment of all fees

invoiced pursuant to a SOW, regardless of outcome of any insurance claim decisions and without offset of any insurance deductibles. 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 services rates) as well as any other costs or expenses Arctic Wolf may incur, including but not limited to attorneys' fees.

#### 4. Confidentiality and Data Privacy.

4.1. Confidential Information. "**Confidential Information**" means nonpublic information that from the relevant circumstances should reasonably be assumed to be proprietary or otherwise confidential. Confidential Information of Arctic Wolf includes, but is not limited to, Threat Intelligence Data, nonpublic information related to the details and components of the Services and the terms of this Agreement and any SOW. Confidential Information of Customer includes, but is not limited to, nonpublic information related to Incident Evidence and Systems. "Confidential Information" does not include information that (a) is or becomes generally known to the public or made available on the Internet at any time by any means other than a breach of the obligations under this Agreement of a receiving party; (b) was previously received or known by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; or (c) is independently developed by the receiving party. The parties agree that a party may disclose Confidential Information of the other party only: (a) with the disclosing party's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, partners, affiliates and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 4. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent required by law; however, the receiving party will give, to the extent legally permissible and reasonably practical, the disclosing party prompt notice to allow the disclosing party a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement.

4.2. Attorney-Client Privilege. In the event Counsel is engaged by Customer and is party to this Agreement or any SOW, the purpose of the engagement under this 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 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.

4.3. Limited Use and Disclosure. In the course of this Agreement, Arctic Wolf and Customer may disclose to one another Confidential Information. Except as otherwise provided in this Agreement, the parties shall not use or disclose the other party's Confidential Information, without the disclosing party's prior written permission. Each party's Confidential Information will remain the sole and exclusive property of that party. Each party shall treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other party. If a party is required to disclose the Confidential Information of the other party in connection with a legal proceeding, subpoena, investigative demand, or other similar process, then such party shall promptly notify the other party and may disclose the Confidential Information in connection with such legal proceeding, subpoena, investigative demand, or other similar process. Further, 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 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 Services provided by Arctic Wolf to Customer will not be disclosed to such authorized partner. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that are available in law, in equity or otherwise, the disclosing party is entitled to seek injunctive relief to prevent unauthorized use or disclosure.

4.4. Data Processing. If applicable, the parties acknowledge and agree that Arctic Wolf may receive or have access to information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("Personal Data") in performing the Services, however the purpose of the provision of Services is not to store, process or transfer Personal Data. To the extent that Arctic Wolf, its employees, agents and advisors receive or have access to Personal Data, Arctic Wolf warrants that they will use appropriate technical and organizational measures to ensure security proportionate to the scale of the risk posed by unauthorized access to the Personal Data.

4.5. European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf Personal Data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Data Processing Addendum – IR Services available at <https://arcticwolf.com/terms/> as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

4.6. California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf agrees that it shall not: (i) sell or share the personal information; (ii) retain, use, or disclose the

personal information for any purpose other than for the limited and specific business purpose contemplated in the Agreement, namely, the provision of the Services as contemplated in the SOW and the Agreement; (iii) retain, use, or disclose the personal information for any commercial purpose other than the purpose cited in this section; (iv) retain, use, or disclose the personal information outside the direct business relationship between Customer and Arctic Wolf; and (v) combine the personal information with other personal information that Arctic Wolf has or receives on behalf of another person. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Services. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

4.7 **Canadian Privacy Laws.** If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**")), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Services or as otherwise set forth in this Agreement. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and

Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

**5. Disclaimer of Warranties.** EXCEPT AS PROVIDED IN SECTION 1.10, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES, AND ANY OTHER SERVICES OR DELIVERABLES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. ARCTIC WOLF AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NON-INFRINGEMENT. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF 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 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 THIS AGREEMENT. THE 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 THIS 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 SERVICES, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME.

**6. Limitation of Liability.** 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, NEITHER PARTY NOR ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, VENDORS, LICENSORS, AND AGENTS WILL HAVE ANY LIABILITY TO THE OTHER PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DAMAGES BASED ON LOST REVENUES OR PROFITS, SALES, BUSINESS, DATA, OR GOODWILL; (B) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES RENDERED UNDER THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE TOTAL LIABILITY OF A PARTY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND ANY SERVICES RENDERED UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID TO ARCTIC WOLF BY CUSTOMER DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO

LIABILITY. 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 THIS AGREEMENT.

**7. Updates.** Arctic Wolf reserves the right to modify this Agreement, the Terms, and any documentation in Arctic Wolf's sole discretion. Should Arctic Wolf make any modifications to the Agreement, the Terms, or any documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "Last Updated Date" within such documents and notify Customer via email or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until expiration or completion of any existing SOW. However, any subsequent SOW will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

## **8. General Provisions.**

**8.1 Notices.** To be effective, any notice, consent, or communication required or permitted to be given in connection with this Agreement must be in writing and personally delivered or sent by messenger, email, overnight courier, or certified mail and addressed to the other party at the address indicated below such party's signature. All notices, consents, and communications are deemed delivered and received by the receiving party (a) if personally delivered or delivered by messenger, on the date of delivery or on the date delivery was refused, (b) if sent by email, on the date on which the email is confirmed, provided that if such date is not a business day or the confirmation time is after 5:00 p.m. local time of the recipient on a business day, then the following business day, (c) if delivered by overnight courier or certified mail, on the date of delivery as established by the return receipt, courier service confirmation, or similar documentation (or on the date on which the courier or postal service, as applicable, confirms that acceptance of delivery was refused or undeliverable). Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com. Customer's and Counsel's (as applicable) address(es) for notification purposes shall be as set forth on the SOW. Either party may update its notice address upon written notice to the other party.

**8.2 Assignment; Delegation.** Except in connection with any merger, reorganization, sale of all or substantially all of its assets, or any similar transaction, or with Arctic Wolf's prior written consent, Customer shall neither (a) assign this Agreement or any of its rights under this Agreement, nor (b) delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this section will be void. Arctic Wolf may assign this Agreement or all or any of its rights and delegate all or any of its obligations under this Agreement, including delegating to subcontractors all or any of its obligations under this Agreement. Performance of the Services by any affiliate or subcontractor of Arctic Wolf is deemed performance by Arctic Wolf itself, and Arctic Wolf is responsible and liable for all acts and omissions of such subcontractors. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

**8.3 Modifications to Agreement.** In order to conform its contract terms across its general client base, Arctic Wolf may modify this Agreement at any time with notice to Customer. If Customer wishes to terminate this Agreement as a result of such modification, it may do so by sending written notice to Arctic Wolf within thirty (30) days of issuance of the notification; the failure to provide such notice of termination will be deemed acceptance of the modified terms.

**8.4 Governing Law.** Except as otherwise prohibited by law, the laws of the State of Delaware govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such state's conflicts of law principles or rules of construction concerning the drafter hereof and the parties hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located in Kent County, Delaware for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement, which courts are the exclusive forum for any such suit, action, or other proceeding.

**8.5 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

**8.6 Relationship of the Parties.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party. This Agreement is not intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement. The parties' relationship under this Agreement is non-exclusive. Each of Counsel and Customer may obtain similar services from any third party, and Arctic Wolf may perform any services for any third party without any restriction hereunder.

**8.7 Entire Agreement.** This Agreement, together with the SOW(s) and any agreements entered into pursuant to Section 1.8, is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. In entering into this Agreement, Customer has not relied on any statement, representation, warranty, or agreement of Arctic Wolf or any other party except for those expressly contained in this Agreement. In the event of a conflict between an SOW and this Agreement, this Agreement will govern, unless the SOW specifically identifies the provision in this Agreement being superseded and the SOW is accepted by the parties.

**8.8 Waiver.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**8.9** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

8.10. 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.*