

CDO SERVICES AGREEMENT

(online)

This CDO Services Agreement (the "**Agreement**") is a legal agreement entered into by and between is a legal agreement entered into by and between Arctic Wolf Networks, Inc. ("**Arctic Wolf**") and the Customer identified on an order form ("**Customer**") and governs the quote or other ordering document (the "**Order Form**") accepted by the Customer that references this Agreement. An Order Form will be issued to Customer by Arctic Wolf. This Agreement is effective on the date last executed in the signature block below (the "**Effective Date**"). This Agreement permits Customer to purchase Cyber Defense Operations services ("**CDO Services**"), as more fully described in the CDO Solutions Terms (as defined below) and license certain additional solutions described in Exhibit A (S1 Services Rider). Any Exhibits are attached hereto and incorporated herein by reference and apply solely to the extent such solutions are licensed by Customer as reflected on an Order Form. If there is a conflict between the terms below, an Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "**URL Terms**"), the documents will control in the following order: this Agreement, the Exhibits, the Order Form, and the URL Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the URL Terms.

BY EXECUTING AN ORDER FORM, WHETHER MANUALLY OR ELECTRONICALLY, OR BY PROVIDING OTHER CONFIRMATION TO ARCTIC WOLF, OR OTHERWISE USING OR ACCEPTING THE CDO SERVICES, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER (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 CDO SERVICES AND AGREEMENT TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU ARE OVER 18 YEARS OLD. IF CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT ACCEPT THE TERMS OF THIS AGREEMENT OR PROVIDE CONFIRMATION, OR OTHERWISE ACCEPT THE CDO SERVICES.

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. CDO Services.

1.1 **Order Form(s).** Arctic Wolf shall provide to Customer the CDO Services, as described in one or more Order Forms for a set term with the Term effective date designated on the Order Form (each, a "**CDO Services Term**") and which will include the specified number of licenses for any Arctic Wolf and/or third party solutions used by Arctic Wolf in the delivery of the CDO Services. The CDO Services solutions terms located at <https://arcticwolf.com/terms/> as may be updated from time to time and included herein by reference (the "**CDO Services Solutions Terms**") describe the CDO Services to be provided to Customer. The Order Form will set forth the fees to be paid to Arctic Wolf for such CDO Services.

1.2 **CDO Data.** As between Arctic Wolf and Customer, Customer owns all CDO Data. "**CDO Data**" means the operational system log data and any other information provided by Customer in furtherance of its receipt of the CDO Services and which Customer may elect to submit to Arctic Wolf 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). CDO Data will be maintained and used by Arctic Wolf in accordance with the terms of this Agreement and its Privacy Notice for Customers located at <https://arcticwolf.com/terms> as may be updated from time to time in accordance with Section 9 ("**Privacy Notice**"). Customer hereby consents to Arctic Wolf's use the CDO Data to the extent necessary for Arctic Wolf to perform the CDO Services under this Agreement. 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 CDO Data 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 CDO Data and Systems. 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 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.

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 CDO 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 **Personal Data.** 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 CDO Services. 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. Personal Data will be maintained and used by Arctic Wolf in accordance with the terms of this Agreement and its Privacy Notice.

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 CDO 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 CDO Services. Arctic Wolf's performance of the CDO 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 CDO Data on the Systems.

1.6 **Customer Instructions and Performance.** Arctic Wolf will perform the CDO Services on the basis of, and in reliance upon access to,

the CDO Data, 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 CDO Data, Systems, or instructions necessary to correct such error. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 9 below.

1.7 **Reservation of Rights and Ownership.** Arctic Wolf owns and has the right to license, use, or provide Threat Intelligence Data, CDO Services, and any associated documentation. Customer acknowledges and agrees that: (a) Arctic Wolf, and/or its third party licensors, retain all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the CDO Services, or components thereof, and Threat Intelligence Data, excluding any rights, title, and interest in the CDO Data 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 CDO Services, Threat Intelligence Data, and any documentation related thereto. Customer has no rights or interest to any Arctic Wolf, or third party, as applicable, software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications, except as specified herein. Customer shall not resell the CDO Services. Customer shall keep its account and passwords confidential. Customer shall not permit any third party to access or use the CDO 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.

1.7 **Use Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the CDO Services and any intellectual property associated therewith; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within CDO Services (except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties) to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of the CDO Services, or (c) copy any ideas, features, functions, or graphics of the CDO Services; (iii) interfere with or disrupt the integrity or performance of the CDO Services or the data and information contained therein or block or disrupt any use or enjoyment of the CDO Services by any third party; (iv) attempt to gain unauthorized access to the CDO Services or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the CDO Services, including on any reports or data printed from the CDO Services; (vi) use the CDO Services in connection with a service bureau, service provider or like activity whereby Customer operates or uses the CDO Services for the benefit of a third party; or (vii) use the CDO Services to monitor or scan any environments for which Customer has not received consent. In addition, Customer shall not directly or indirectly through or with one or more other persons.

1.8 **Suspension.** Arctic Wolf reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, tool deployment modifications (including discontinuation of use of any third party tools such as SentinelOne), updates, or enhancements to the CDO Services at any time without liability. In addition, Arctic Wolf may suspend access to the CDO Services (in whole or in part): (a) to prevent damages to, or degradation of, the CDO 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 CDO Services. Arctic Wolf shall restore access to the CDO 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.

1.9 **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.

2. Term and Termination.

2.1 **CDO Services Term.** This Agreement shall be in effect for the CDO Services Term as set forth on an Order Form and will automatically terminate at the end of the CDO Services Term unless the parties agree to renew prior to the expiration of the then-current CDO Services Term.

2.2 **Termination.** 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 thirty (30) days (or ten (10) days for non-payment by Customer) after the nonbreaching party provides written notice thereof, (b) commits an incurable 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 60 days after commencement. Upon termination, Customer agrees to cease all use of the CDO Services, or components thereof, and permanently erase or destroy all copies of any Arctic Wolf and its third party providers' intellectual property that are in its possession or under its control. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession thirty (30) days following termination. Sections 1, 3 through 8, and 10 will survive the non-renewal or termination of this Agreement.

3. **Fees.** Customer shall pay Arctic Wolf the fees as stated in an Order Form and remit amounts due in accordance with the terms of the Order Form. Customer understands and agrees that except as otherwise set forth herein all fees are non-cancelable and non-refundable. Any suspension because of Customer's failure to pay fees when due will not relieve Customer of its payment obligations. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing the CDO Services without any liability to Arctic Wolf. 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 that 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.

4. Confidentiality; Data Privacy.

4.1 Confidentiality. Either party (as a "Discloser") may disclose confidential and proprietary information, orally or in writing ("*Confidential Information*") to the other party (as a "Recipient"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the CDO Services; the design and architecture of the CDO Services; the computer code, internal documentation, and design and functional specifications of the CDO Services; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the CDO Services; and, Threat Intelligence Data. Confidential Information of Customer includes Point of Contact Information which means, as applicable, first name, last name, corporate email address, phone number, job title, address, and organization hierarchy and CDO Data.

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, 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 Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser 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. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the CDO Services. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the CDO Services. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 2.2, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's Point of Contact Information following termination of this Agreement for its internal business purposes.

4.2 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 and its UK equivalent ("*GDPR*")) of individuals located in the European Economic Area or United Kingdom, the "Services Data Processing Addendum" available at <https://arcticwolf.com/terms/> as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "*DPA*"), will 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 supplemented by the California Privacy Rights Act (collectively, the "*CCPA*") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for the provision of certain purchased or licensed cybersecurity operations solutions and/or services as chosen by Customer and reflected on an Order Form (the "*Business Purpose*"). The parties agree to always comply 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 shall not (i) sell any such personal information; (ii) retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing and/or delivering the Business Purpose to Customer pursuant to this Agreement or as permitted by the CCPA, as well as any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) related to the Solutions; (iii) retain, use, or disclose such personal information for a commercial purpose other than performing the Business Purpose unless otherwise explicitly permitted under the Agreement; (iv) retain, use, or disclose such personal information outside of the direct business relationship between Customer and Arctic Wolf for the Business Purpose unless otherwise permitted under the Agreement; or (v) combine any such personal information with personal information that it receives from or on behalf of any other person(s) or collects from its own interaction with the consumer, provided that Arctic Wolf may combine personal information to perform any purpose as defined in and as permitted under the CCPA. Arctic Wolf further agrees that it will: (i) comply with all applicable obligations under the CCPA and Arctic Wolf will provide the same level of privacy protection as is required by the CCPA; (ii) allow Customer to take reasonable and appropriate steps to help to ensure that Arctic Wolf uses personal information in a manner consistent with Customer's obligations under the CCPA; and (iii) allow Customer, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information. The terms "personal information," "consumer," "service provider," "sale," "share," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 4.6 and will comply with them and will notify Customer if Arctic Wolf decides that it can no longer meet its obligations under the CCPA. 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 regarding personal information received or processed in connection with the Solutions. 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 CDO 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. 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).

6. Trade Controls. Customer understands that the CDO 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 CDO 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 CDO Services (a) for a military application, wherever located; or (b) with knowledge or reason to know that the CDO 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 CDO 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 CDO 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.

7. CDO Services Warranties; Disclaimer.

7.1 ARCTIC WOLF WARRANTS THAT DURING THE TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE CDO SERVICES PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY

INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE CDO SERVICES SHALL SUBSTANTIALLY PERFORM AS DESCRIBED HEREIN AND IN ANY DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE CDO SERVICES DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN), REPAIR OR REPLACE THE CDO SERVICES THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID, UNUSED FEES FOR THE CDO SERVICES, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE CDO SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE CDO SERVICES ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE CDO SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) THE CDO SERVICES ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE.

7.2 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE CDO SERVICES. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS IN USING THIRD PARTY SYSTEMS OR SERVICES IN CONNECTION WITH THE DELIVERY OF THE CDO SERVICES.

8. **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, ARCTIC WOLF NOR ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, VENDORS, LICENSORS, AND AGENTS WILL HAVE ANY LIABILITY TO CUSTOMER 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 CDO SERVICES RENDERED UNDER THIS AGREEMENT, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE TOTAL LIABILITY OF ARCTIC WOLF TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND ANY CDO 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 CDO DATA 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.

9. **Updates.** Arctic Wolf reserves the right to modify this Agreement, the Exhibits, the URL Terms, and any documentation in Arctic Wolf's sole discretion. Should Arctic Wolf make any modifications to the Agreement, the Exhibits, the URL 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 then current CDO Services Term. However, any subsequent renewal CDO Services Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

10. **General Provisions.**

10.1 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, Customer (1) consents to receive communications in an electronic form via the email address it provides on the Order Form; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights. Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com. Customer's address for notification purposes shall be as set forth on the Order Form. Either party may update its notice address upon written notice to the other party.

10.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the CDO Services. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

10.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its affiliates and any subcontractors used in the delivery of the CDO Services.

10.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation, or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation, or other transfer shall relieve the assigning party of any of its obligations hereunder.

10.5 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. This Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, 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.

10.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

10.7 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.

10.8 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.

10.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

10.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the CDO Services and is deemed a Business Associate under HIPAA, the parties agree to comply with the Business Associate Addendum ("BAA") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

10.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.12 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.*

Exhibit A
S1 Services Rider

This S1 Services Rider (this "**Rider**") is attached to and incorporated by reference in the CDO Services Agreement (the "**Agreement**") made by and between the parties and is effective to the extent applicable upon acceptance of the Agreement and Order Form ("**Rider Effective Date**"). In addition to the CDO Services Arctic Wolf provides to Customer pursuant to the Agreement Customer has requested, and Arctic Wolf will provide, subject to Section 1.8 of the Agreement, the Managed Services (as defined below) in accordance with the terms and conditions provided herein. Any capitalized terms not otherwise defined herein shall have the meaning in the Agreement. Notwithstanding anything contrary in the Agreement, the terms of this Rider shall govern Arctic Wolf's performance of the Managed Services:

1. **Definitions.** As used in this Rider, the terms below when capitalized have the following meanings:
 - a. "**Active Endpoint**" means an Endpoint where the Endpoint Component of the Solution has been installed and is connected to a Managed Services' management console, and not deactivated/uninstalled.
 - b. "**Affiliate**" means any entity controlling, controlled by, or under common control with Sentinel Labs, Inc., whereby "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Sentinel Labs, Inc., whether through the ownership of voting securities, by contract, or otherwise.
 - c. "**Claim**" means any and all third party claims, suits, actions, or proceedings.
 - d. "**Customer Asset**" means any Customer technology, products, services, and/or other assets owned and/or rightfully used by Customer outside of this Rider, including all Intellectual Property Rights related to the foregoing. Customer Assets may include any software, hardware, processes, or services owned and/or used by Customer. For clarity, Customer Assets specifically excludes SentinelOne Technology or any technology, products, services, and/or other assets owned and/or used by Arctic Wolf, including all Intellectual Property Rights related to the foregoing.
 - e. "**Customer Data**" means all Customer data and information which is uploaded to, stored within, and/or otherwise processed within the Managed Services via Customer's use of such Managed Services, directly or via Arctic Wolf's operation of the Managed Services on behalf of Customer.
 - f. "**Documentation**" means the written and/or electronic end user or technical documentation, including but not limited to documents, images, recordings and/or videos specifying the functionalities of the Managed Services made available by SentinelOne through the SentinelOne website (www.sentinelone.com) or otherwise, updated by SentinelOne from time-to-time in the normal course of business.
 - g. "**Endpoint(s)**" means physical or virtual hardware devices or end points that can process data.
 - h. "**Endpoint Component(s)**" means the software components of the Managed Services which can be downloaded to Endpoints.
 - i. "**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.
 - j. "**Managed Services**" means the delivery, operation, management, support or use of the Managed Services by Arctic Wolf on behalf of or for the benefit of Customer.
 - k. "**Purchase Order**" means the Order Form or other document(s) accepted by Customer that refer to this Rider and are issued by Arctic Wolf to Customer pursuant to this Rider.
 - l. "**SentinelOne**" means Sentinel Labs, Inc. or one of its Affiliates.
 - m. "**SentinelOne Server Components**" means the server components of the Managed Services which may either operate via hosted web services, or as on-prem solution which may be installed on non-SentinelOne servers, subject to SentinelOne written consent on a case by case basis.
 - n. "**SentinelOne Technology**" means any and all of SentinelOne's technology (including the Managed Services, Managed Services MSSP Tools, SentinelOne APIs, Components, and any related software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, Documentation, designs and other tangible or intangible technical material or information), any subsequent updates or upgrades of any of the foregoing.
 - o. "**Server Components**" means the server components of the Managed Services which may either operate via hosted web services, or as on-prem solution which may be installed on non-SentinelOne servers, subject to SentinelOne written consent on a case by case basis (Server Components and Endpoints Components, together, "**Components**").
 - p. "**Solution(s)**" and "**SentinelOne Solution(s)**" means SentinelOne's malware protection, detection and remediation software as a service Managed Services, together with the software underlying such products and services and any Enhancements provided to Customer through Arctic Wolf.
 - q. "**Managed Services MSSP Tools**" means any tools provided to Arctic Wolf by SentinelOne to facilitate Arctic Wolf's ability to provide Managed Services with respect to the Managed Services to its Customers, including without limitation, SentinelOne API ("**SentinelOne API**"), defined herein as SentinelOne application programming interface provided to Arctic Wolf (if any) that permit Arctic Wolf to access certain functionalities provided or made available by the Managed Services, including those that enable MSSP to develop interfaces to or integrations with Third Party Products.
 - r. "**Managed Services Period**" means the period ending on the earlier of (a) the termination of the Managed Services, and (b) the date Customer purchases a direct license from SentinelOne for continued use of the Solution(s) under the Terms of Service.
 - s. "**Terms of Service**" means the standard terms of service among SentinelOne and its customers subscribing to the Managed Services, available at <https://www.sentinelone.com/terms-of-service/>, as may be amended from time to time by SentinelOne in its sole discretion.
 - t. "**Third Party Products**" means any third-party products, applications, services, software, networks, systems, directories, websites, databases, and/or information which may be linked to or integrate with the Managed Services.
 - u. "**User**" means all individual users who are provided access to the Managed Services by or on behalf of Arctic Wolf for the benefit of Customer.
2. **Right to Access and Use.** Subject to Customer's compliance with this Rider, Customer may access and use the Solution(s) during the Term solely in support of Customer's internal business security, in accordance with the Documentation and Purchase Order. Customer's access and use to the Managed Services granted herein is limited to the number of Endpoints provided to Customer pursuant to a valid Purchase Order. Customer shall not access or use the Managed Services for any other purpose. SentinelOne reserves all right, title, and

interest in and to the SentinelOne Technology, including the Managed Services and any and all Intellectual Property Rights embodied therein. SentinelOne reserves all rights not expressly granted in this Rider, and no licenses are granted under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Rider.

3. [INTENTIONALLY OMITTED]

4. **Authorization.** Customer hereby authorizes Arctic Wolf to: (a) implement the SentinelOne Server Components of the Managed Services on behalf of Customer; (b) access, distribute and install (directly or indirectly) the Endpoint Components of the Managed Services on Endpoints owned or controlled by Customer; (c) manage, access, and use the Managed Services on behalf of Customer; and (d) use the Managed Services to support Customer solely in connection with Arctic Wolf's delivery of Managed Services to Customer.

5. **Term.** Unless sooner terminated in accordance with this Rider, this Agreement commences as of the Rider Effective Date and continues until completion of the CDO Services Term (the "**Term**"). Arctic Wolf may terminate this Rider immediately if Customer commits a breach or default of an obligation under this Agreement or another agreement between the parties, or if Customer files for bankruptcy, becomes insolvent, or becomes an involuntary participant in a bankruptcy proceeding, if such involuntary proceedings are not dismissed within 60 days after commencement.

6. **Limited Use.** Customer shall comply with the Documentation and the Terms of Service. Customer shall not (and shall not permit or cause any third party, including any User, to) do any of the following: (a) modify, disclose, alter, translate or create derivative works of the SentinelOne Technology (or any components thereof) or any accompanying Documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the SentinelOne Technology (or any components thereof) or any Documentation; (c) disassemble, decompile or reverse engineer the SentinelOne Technology (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or regulations); (d) use the SentinelOne Technology in any illegal way, in violation of any law or regulation or third party property or personal right, including, to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party property, personal or privacy rights; (e) use the SentinelOne Technology to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (f) copy, frame or mirror any part or content of the SentinelOne Technology; (g) access or use the SentinelOne Technology to build a competitive product or service, or copy any features or functions of the SentinelOne Technology; (h) interfere with or disrupt the integrity or performance of the SentinelOne Technology; (i) attempt to gain unauthorized access to the SentinelOne Technology or their related systems or networks or to another user account; (j) disclose to any third party or publish in any media any performance information or analysis of the SentinelOne Technology without consent of Sentinel One; (k) remove, alter or obscure any proprietary notices in or on the SentinelOne Technology or any Documentation, including copyright notices; (l) probe, scan or test the vulnerability of the Managed Services, or take any action in an effort to circumvent the Managed Services, test the vulnerability of the SentinelOne Technology, breach the security or authentication measures on the SentinelOne Technology, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the SentinelOne Technology, such as a denial of service attack. Customer shall comply with good business practices and all applicable laws and regulations relevant to this Rider and the subject matter of this Rider, including to the extent applicable, all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the UK Bribery Act 2010, all applicable privacy laws, all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority, including but not limited to the U.S. Export Administration Regulations, and the UK Export Control Act 2002.

7. **Users.** Customer shall ensure that Users are accessing and using the Managed Services in accordance with the terms of this Rider. Any breach by a User of this Rider constitutes a breach of this Rider by Customer. All actions or inactions of Users constitute an action or inaction by Customer and Customer agrees that it is liable and responsible for any action or inaction of the Users in violation of the terms of this Rider. For clarity, Customer is responsible for all activities under the instances of the Managed Services managed and enabled by Users and Customer is responsible for identifying and authenticating all the Users that Customer authorizes to use the Managed Services, for preventing unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords, and account information. SentinelOne and Arctic Wolf are not responsible for any harm caused by Users, including unauthorized persons who manage to gain access to the instance of the Managed Services made accessible to Customer, who have gained access to usernames, passwords and accounts under Customer or Users' control and management. Customer further agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Managed Services. Customer shall notify Arctic Wolf immediately of any unauthorized use of the Managed Services.

8. **Customer Data.** Customer hereby grants Arctic Wolf a nonexclusive, royalty-free, fully paid-up, worldwide license (with the right to assign and sublicense) to use, display, copy, distribute, and make derivative works of the Customer Data to enable Arctic Wolf to fulfill its obligations under this Rider, including any Purchase Order. Customer warrants that (x) it has obtained or will otherwise obtain when made accessible to Arctic Wolf all rights, consents, and permissions necessary to make the Customer Data accessible to Arctic Wolf and to grant the foregoing rights to Arctic Wolf, and (y) it shall comply with all applicable laws with respect to the collection, use, retention, transmission, and disposal of all Customer Data. 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. Notwithstanding anything to the contrary of this Rider, SentinelOne and Arctic Wolf may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Managed Services solely for their respective business purposes (including, but not limited to, improving the Managed Services and creating new features or improving the Managed Services) and such anonymized and aggregate data shall not be considered Customer Data.

9. **Suspension.** Arctic Wolf may suspend access to the CDO Services or Managed Services (in whole or in part): (a) to prevent damages to, or degradation of, the CDO Services or Managed Services; (b) to comply with any law, court order, or other governmental request; (c) to otherwise protect Arctic Wolf or SentinelOne from potential legal liability; (d) if Customer violates the terms of this Rider; (e) in the event an invoice remains unpaid after the date on which payment is due; (f) upon termination of Arctic Wolf's agreement with SentinelOne pertaining to this Rider;

or (g) if SentinelOne instructs Arctic Wolf to suspend Customer's access.

10. [INTENTIONALLY OMITTED]

11. Disclaimer. SENTINELONE AND ARCTIC WOLF DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SENTINELONE TECHNOLOGY AND MANAGED SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), NON-INFRINGEMENT OR CONDITION OF TITLE. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOLUTION(S) OR THE MANAGED SERVICES AND FOR ANY RELIANCE THEREON AND TO THE MAXIMUM EXTENT PERMITTED BY LAW CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST SENTINELONE AND ARCTIC WOLF ARISING THEREFROM OR RELATING THERETO. SENTINELONE AND ARCTIC WOLF CANNOT AND DO NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SOLUTION OR MANAGED SERVICES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE MANAGED SERVICES AND ALL COMPONENTS IMPLEMENTED AS PART OF ANY CDO SERVICES ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF SENTINELONE AND ARCTIC WOLF DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. EACH OF ARCTIC WOLF AND SENTINELONE HAVE NO OBLIGATION TO PROVIDE ANY SUPPORT TO CUSTOMER IN CONNECTION WITH THE PROVISION OF ANY CDO SERVICES. EACH OF SENTINELONE AND ARCTIC WOLF ARE NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. THE COMBINED TOTAL MAXIMUM AGGREGATE LIABILITY OF SENTINELONE AND ARCTIC WOLF TO CUSTOMER WITH RESPECT TO ANY MANAGED SERVICES SHALL NOT EXCEED US \$100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, THE LIABILITY OF EACH OF SENTINELONE AND ARCTIC WOLF ARE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT WILL ARCTIC WOLF'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER EXCEED THE FEES PAID BY CUSTOMER TO ARCTIC WOLF FOR THE RIGHT TO USE AND ACCESS THE CDO SERVICES DURING THE 3 MONTH PERIOD PRIOR TO THE EVENT UNDER WHICH THE DAMAGES AROSE. IN NO EVENT WILL SENTINELONE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE MANAGED SERVICES OR RECEIPT OF ANY CDO SERVICES PROVIDED BY ARCTIC WOLF OR SENTINELONE EXCEED THE LIABILITY LIMITATIONS ASSUMED BY SENTINELONE UNDER THE TERMS OF SERVICE. IN NO EVENT WILL ARCTIC WOLF OR SENTINELONE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS RIDER, THE MANAGED SERVICES, OR THE CDO SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS RIDER IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS OF PERFORMANCE OF THE MANAGED SERVICES AND CDO SERVICES AND SENTINELONE AND ARCTIC WOLF SHALL EACH HAVE NO LIABILITY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DOWNTIME, OR FAILURES OF THE SOLUTION OR MANAGED SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE MANAGED SERVICES OR THE CDO SERVICES, OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT SUCH DAMAGES ARE FORESEEABLE.

13. Third Party Products. Customer understands that the Managed Services may be designed to access, integrate with, or be interoperable with certain Third Party Products, however, any such access and use of Third Party Products is governed solely by the terms and conditions of the third party provider, and each of SentinelOne and Arctic Wolf do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Products, including, without limitation, the technology itself, the availability of, or any content or material made available by the third party provider. Additionally, Customer understands that Third Party Products may be updated or changed over time, and therefore, SentinelOne and Arctic Wolf make no representations regarding the manner in which the Managed Services accesses, integrates or interfaces with or fails to access, integrate or interface with such Third Party Products. Customer agrees to and hereby irrevocably waives any claim against each of SentinelOne and Arctic Wolf with respect to such Third-Party Products or the access, availability, integration, or interoperability of the Third Party Products with Managed Services. Customer agrees that each of SentinelOne and Arctic Wolf shall not be liable for any damage or loss caused or alleged to be caused by or in connection with Customer's failure to enable access or use of any such Third Party Products. Additionally, Customer understands and agrees that in connection with any access or use of the Third Party Products, Customer is relying on the privacy practices, the data security processes and/or other policies of such third-party providers. Customer may be required to register for or log into such Third Party Products on their respective websites and by enabling any Third Party Products, Customer is expressly permitting each of SentinelOne and Arctic Wolf to disclose relevant login information as well as certain information and data required by such login, strictly as necessary to facilitate the use or enablement of such Third Party Products enabled by Customer.

14. Indemnification. Customer, at its sole expense, shall defend each of SentinelOne and Arctic Wolf, and each of their respective directors, officers, employees, contractors, agents or other authorized representatives ("**Service Provider Indemnities**") from and against any Claim and indemnify Service Provider Indemnitees from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney's fees, costs, penalties, interest, and disbursements) arising out of or relating to: (a) Customer Assets, Customer's business operations, or any misrepresentations made by Customer personnel or any other negligent or intentional malfeasance by any User or Customer personnel; (b) loss, breach, mishandling, or unauthorized access or use of any data or other information caused by Customer's acts or omissions; (c) the Managed Services or Solution(s); (d) circumvention of the Managed Services; (e) any use of the Managed Services in violation of this Rider; (f) any breach or alleged breach of the Terms of Service; and (g) any and all taxes and related amounts levied upon the provision of the Managed Services or Managed Services pursuant to this Rider and any costs associated with the collection or withholding thereof, including penalties and interest.

15. Third Party Beneficiary. Customer acknowledges and agrees that SentinelOne is a direct third party beneficiary of this Rider and any Purchase Order, and SentinelOne may enforce any provision of this Rider or Purchase Order that Arctic Wolf would be able to enforce directly against Customer as though SentinelOne were a party to this Rider or relevant Purchase Order.

16. Notices. To be effective, any notice, consent, or communication required or permitted to be given in connection with this Rider 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).

17. Assignment; Delegation. Customer shall neither (a) assign this Rider or any of its rights under this Rider, nor (b) delegate any performance under this Rider. Any purported assignment of rights or delegation of performance in violation of this section will be void. Arctic Wolf may assign this Rider or all or any of its rights and delegate all or any of its obligations under this Rider, including delegating to subcontractors all or any of its obligations under this Rider. This Rider binds and benefits the parties and their respective permitted successors and assigns.

18. Governing Law. The laws of the State of Delaware govern all matters arising out of or relating to this Rider, 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. 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 Rider, which courts are the exclusive forum for any such suit, action, or other proceeding. Each party consents to personal jurisdiction in such courts. If any suit or other proceeding is brought, for the interpretation, construction, performance or enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation hereunder, then the successful or prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and other costs incurred in connection therewith.

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

20. Relationship of the Parties. The relationship of the parties established under this Rider is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other. The parties' relationship under this Rider is non-exclusive.

21. Force Majeure. If a Force Majeure Event occurs, the party unable to perform (the "**Nonperforming Party**") is excused from performing whatever is prevented by the Force Majeure Event to the extent so prevented and satisfying whatever conditions precedent to the other party's obligations that cannot be satisfied. "**Force Majeure Event**" means any act or event, whether foreseen or unforeseen, that (a) prevents the Nonperforming Party from either performing its obligations under this Rider or satisfying any conditions to the obligations of the other party under this Rider, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has been unable to avoid or overcome by the exercise of reasonable diligence. A Force Majeure Event does not excuse the payment of money. When the Nonperforming Party is able to resume performance of its obligations under this Rider or satisfy the conditions precedent to the performing party's obligations, it shall immediately do so. The relief offered by this section is the exclusive remedy available to the performing

party with respect to a Force Majeure Event.

22. Entire Rider. This Rider, together with the Purchase Order(s), is the complete and exclusive expression of the parties' Rider on the matters contained in this Rider. In entering into this Rider, Customer has not relied on any statement, representation, warranty, or Rider of Arctic Wolf or any other party except for those expressly contained in this Rider. In the event of a conflict between a Purchase Order and this Rider, this Rider will govern, unless the Purchase Order specifically identifies the provision in this Rider being superseded and the Purchase Order is accepted by the parties.

23. Export Controls. Each of Arctic Wolf and SentinelOne provide services and use software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Customer shall not access or use the Managed Services or otherwise transfer or export or re-export the Managed Services to any country against which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or a similar list (collectively, "**Designated Nationals**"), each of which may change from time to time. Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of, an Embargoed Country or Designated National. The Managed Services may use encryption technology that is subject to licensing requirements under the U.S. export regulations. Customer agrees and acknowledges that all information, data, and other content made accessible by or to Customer in connection with this Rider will be processed in the United States and, to the extent permitted by applicable law, may be processed in other locations around the world.

24. Survival. Sections 5 through 25 of this Rider will survive termination

