

**SUBSCRIBER TERMS
FOR
ARCTIC WOLF SECURITY OPERATIONS WARRANTY**

These Subscriber Terms (the “**Agreement**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and the Participant enrolling in the Arctic Wolf Security Operations Warranty (“**Service Warranty**”) pursuant to the terms herein. This Agreement governs Participant’s access to benefits available in the Service Warranty. This Agreement is effective on the date Participant fully-enrolls to receive benefits and agrees to the terms set forth herein, along with the Provider Terms, if any, included on the enrollment portal (the “**Effective Date**”). The enrollment portal is referred to herein as the “Token Portal”.

BY ENROLLING IN THE SERVICE WARRANTY AND CLICKING A “SUBMIT”, “CONTINUE” OR OTHER SIMILAR BUTTON ASSOCIATED WITH THIS AGREEMENT, PARTICIPANT (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES (I) IT IS A BUSINESS ENTITY DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF THE STATE OR COUNTRY IN WHICH IT IS INCORPORATED; (II) THIS IS A BINDING AGREEMENT AND PARTICIPANT HEREBY AGREES TO THE TERMS OF THIS AGREEMENT; AND (III) PARTICIPANT ACCEPTS THE OFFER TO ENROLL IN THE SERVICE WARRANTY PURSUANT TO THE TERMS HEREIN. PARTICIPANT’S ENROLLMENT IS CONSIDERED ACCEPTED WHEN PARTICIPANT RECEIVES A CONFIRMATION EMAIL FROM ARCTIC WOLF EVIDENCING PARTICIPANT’S SUCCESSFUL ENROLLMENT. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF PARTICIPANT, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTICIPANT; AND (B) YOU ARE OVER 18 YEARS OLD. IF PARTICIPANT 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.

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. Definitions. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Solutions Agreement or similarly intended agreement which governs the delivery of the managed detection and response, managed risk, and/or managed security awareness solutions (“Solutions Agreement”) made by and between Participant and Arctic Wolf, or its authorized managed service provider partner, as applicable, for the delivery of the Solutions.

- a. “**BEC Event**” means a business email compromise (BEC) where a full, unauthorized threat-actor takeover of a Participant account within Participant’s environment. The Warranty does not apply to BEC Events where social engineering results in funds transfer or invoice fraud.
- b. “**Benefit End Date**” means the last day of Participant’s qualifying Subscription Term, or any qualifying renewals thereof.
- c. “**Benefit Start Date**” means the first day of the Enrollment Term as set forth on the Enrollment Confirmation.
- d. “**Business Income Event**” means a Security Breach of Participant’s environment.
- e. “**Compliance Event**” means a cyber breach that involves a confirmed data breach triggering HIPAA, GDPR, UK GDPR, PCI, OSHA, SEC, FTC, and/or any international, federal, state or other legally required notice and/or reporting requirements, where the sole Recovery Benefit is for immediate legal assessment and emergency response to such data breach including, but not limited to data loss, sanctioned non-compliance penalty or fine, or other related expenses. Continuing legal services beyond initial breach assessment, including dealing with the nature of the data breach and any extent of the same, are beyond scope of any Recovery Benefit for this Event.
- f. “**Cyber Legal Liability Event**” means litigation arising directly out of a breach of data privacy and/or data security as a result of an Event on Participant’s website where legal defense expenses and settlement costs are incurred.
- g. “**Enrollment Confirmation**” means the email issued by Arctic Wolf to Participant confirming Participant’s enrollment in the Service Warranty upon Participant’s enrollment in the Token Portal and sets forth the Benefit Start Date and Service Warranty Indemnification Level.
- h. “**Enrollment Term**” means the period within which Participant may receive Recovery Benefits and which begins on the Benefit Start Date as defined in Section 2(a) below and ends upon termination in accordance with Section 10 below. Dependent on the Benefit Start Date, generally the Enrollment Term is equivalent to the annual Subscription Term for qualifying Subscription, or in the case of a multi-year qualifying Subscription, the annual periods within such multi-year Subscription Term.
- i. “**Event**” means a Ransomware Event, BEC Event, Business Income Event, Compliance Event or Cyber Legal Liability Event.
- j. “**Provider**” means Arctic Wolf’s third party service provider who has contracted with Arctic Wolf to provide Participant with the benefits set forth herein.
- k. “**Ransomware Event**” means the unauthorized access to at least one Participant endpoint in the form of ransomware which has caused material harm to Participant, whereby “material harm” must include at least one of the following: (i) the unauthorized acquisition of unencrypted digital data that compromises the security, confidentiality, or integrity of personal information or confidential information maintained by Participant; (ii) public disclosure of personal information or confidential information maintained by Participant; or (iii) the compromise of at least one Participant endpoint resulting the blocking of access to such endpoint.

- I. **“Recovery Benefits”** is the funding conferred to the Participant by the Provider in the event of an Event. Recovery Benefits are limited to supporting repair, remediation, and/or replacement of those parts of Participant’s environment damaged by the Event, including, but not limited to, removing and remediating elements that caused the Event. Recovery Benefits apply to immediate Recovery Benefits such as initial investigation to determine required services and restoration of Participant’s current business systems covered by the Solutions. Continuing investigation concerning the extent of an actual or suspected Event, ongoing negotiations with a threat actor, procurement of new solutions or recovery beyond Participant’s environment, legal evaluation of reporting obligations, or other ongoing breach services, are not eligible as Recovery Benefits.
- m. **“Security Breach”** means the loss of business income (net profit or loss before income taxes) which would have been earned had no loss occurred as a result of (i) an unauthorized access or use of Participant’s environment resulting from theft of a password from an agent of the Participant; (ii) a denial of service attack affecting Participant’s environment; or (iii) an infection of a part of Participant’s environment by malicious code or the unauthorized transmission of malicious code from the Participant’s environment.

2. Service Warranty

- a. **Benefit Start Date.** Participant’s Enrollment Term will begin on the Benefit Start Date.
- b. **Benefit End Date.** Unless otherwise terminated earlier pursuant to Section 10 below, Participant’s Enrollment Term will automatically terminate on the Benefit End Date.

3. Service Warranty Benefits.

During the Enrollment Term, Participant may submit a claim by notifying Provider at arcticwolf@cysurance.com that one of the Events has occurred during the Enrollment Term:

- a. a Ransomware Event;
- b. BEC Event;
- c. Compliance Event;
- d. Cyber Legal Liability Event; and/or
- e. Business Income Event.

Should an Event occur, and provided an exclusion set forth in Section 4 below does not apply, Provider will provide Participant with Recovery Benefits, subject to the following:

1. Participant may only seek indemnification for one (1) Event during the Enrollment Term;
2. Participant must have a commercially reasonable belief that damages resulting from the Event will exceed \$5,000 USD or equivalent in applicable foreign currency;
3. Recovery Benefits will not exceed Participant’s maximum Service Warranty Indemnification Level as specified within Participant’s Enrollment Confirmation;
4. Payment of any applicable deductible;
5. Application of a Recovery Benefit in the form of cyber-insurance deductible-buy back, subject to the terms and conditions of Participant’s cyber-insurance carrier, any terms and conditions of Provider, and review and approval by both Provider and Participant’s identified cyber-insurance carrier; and
6. Recovery Benefits are provided in accordance with any additional terms and conditions applicable to such Events as specified in the Warranty Confirmation Summary attached hereto as Schedule 1.

4. Recovery Service Exclusions.

Recovery Benefits will not be provided if any one or more of the following conditions occur specific to the nature of the loss:

- a. Participant fails to take commercially reasonable measures to (i) undertake preventative maintenance, including patching that is up to date within sixty (60) days of the software manufacturer’s release cycle; and (ii) implement cloud or other back up measures of Participant’s data to allow for recovery from a Ransomware Event;
- b. Participant fails to deploy multifactor authentication (MFA) on email, servers housing proprietary and privacy data, and operating systems essential business operations;
- c. Participant fails to deploy industry standard and up-to-date anti-virus or comparable prevention tools on its endpoints;
- d. Participant does not have the Solutions actively deployed in the Participant’s environment in which the Event occurred where active deployment means that Arctic Wolf is receiving supported security relevant telemetry from such environment (i.e., infrastructure or endpoint);
- e. Participant is in breach of the Solutions Agreement or the Solutions Agreement has terminated or expired;
- f. Participant is unable to provide proof of the Event or cannot verify the Event through log/event data; If there is a systemic failure of the Prime Subscriber’s infrastructure that results in an Event where there is a systemic attack inflicting global widespread harm from commonly used tools/ and/or a zero-day exploit caused by a flaw in software, hardware or firmware occurring in the Participant’s network environment;
- g. If a Participant is regulated by HIPAA, PCI, SEC, FTC, GDPR and/or any other international, federal, state or other law, regulation or rule:
 - i. Participant has not completed an annual security and data risk assessment or other necessary risk assessments, and documented risks associated therewith;
 - ii. Protected health information (“PHI”) or other protected information data inventory has not been fully completed and accounted for prior to an incident and claim;
 - iii. Subject to Participant’s standard historical employment practices related to HIPAA, GLBA, CCPA, GDPR, UK GDPR or other data protection required training for employees, all of Participant’s employees have not completed such necessary training within the 12 months prior to any Event;

- iv. Participant has not adopted and adhered to all privacy and security policies, public facing, internal or otherwise, related to any international, federal, state or other legal or related to the state and/or other federal regulatory requirements to which Participant is subject prior to any Event; or
- v. Participant is named as a defendant, respondent, co-defendant or other defending party in a class-action lawsuit resulting from violation of any international, federal, state or other law, regulation or rule arising from or relating to an Event.
- h. The Event did not occur during the Enrollment Term; or
- i. Participant does not submit the request for Recovery Benefits for the Event during the Enrollment Term.

5. Indemnification Process.

- a. **PARTICIPANT MUST REPORT THE EVENT TO THE PROVIDER WITHIN FORTY-EIGHT (48) HOURS FOLLOWING ARCTIC WOLF'S REFERRAL OF PARTICIPANT TO AN INCIDENT RESPONSE PROVIDER REGARDING THE EVENT, AS EVIDENCED BY THE DATE OF THE TICKET ISSUED BY ARCTIC WOLF TO PARTICIPANT WITHIN ARCTIC WOLF'S TICKETING SYSTEM.**
- b. PARTICIPANT MUST PROVIDE PROVIDER WITH SUFFICIENT INFORMATION, SUCH DETERMINATION TO BE MADE IN PROVIDER'S REASONABLE DISCRETION, TO VALIDATE THE DAMAGES INCURRED AS A RESULT OF THE EVENT WITHIN FIFTEEN (15) DAYS AFTER DISCOVERY OF THE EVENT. IF PARTICIPANT FAILS TO DELIVER SUCH INFORMATION TO PROVIDER AS SET FORTH HEREIN, PARTICIPANT'S SEEKING OF INDEMNIFICATION WILL BE TREATED AS AN INVALID EVENT THAT IS INELIGIBLE FOR RECOVERY BENEFITS PURSUANT TO THE TERMS OF THIS AGREEMENT.
- c. Participant understands that it is responsible for reporting any Events to its insurance carrier regardless of whether Participant elects to make a claim with Provider for an Event under this Service Warranty.
- d. By submitting a claim and information to Provider, Participant understands and acknowledges that Provider has separate terms and conditions related to privacy and data protection as set forth in Provider's website terms, privacy policies, or other agreements made by and between Participant and Provider which will govern the use and protection of the information. Arctic Wolf does not accept liability or responsibility for Provider. Participant understands and agrees that it should review such terms prior to submission of information. In the event Participant requests that Arctic Wolf provide information directly to Provider on Participant's behalf, Participant authorizes and consents to Arctic Wolf sharing the information with Provider, subject to the terms set forth in this Section 5(c).
- e. Indemnification made under the Service Warranty is subject to Provider's standards of review. If Provider denies indemnification to Participant, notwithstanding anything to the contrary in this Agreement, Arctic Wolf shall have no liability to Participant.
- f. To receive Recovery Benefits under the Service Warranty, Participant agrees to:
 - i. Provide documentation evidencing the Participant's date of enrollment in the Service Warranty;
 - ii. Provide log files and information about the symptoms and causes of a network compromise pertaining to the claim; and
 - iii. Verify cyber event via log files and/or other documentation of malicious code that resulted in loss of data and/or records that triggered a violation of state and/or federal regulatory enforcement to which Participant is subject.

6. Additional Services. Following Participant's enrollment in the Service Warranty, and included with the Service Warranty, Provider will perform regular scans of Participant's environment. Results will be provided to Arctic Wolf to augment the external monitoring and risk rating analyses Arctic Wolf delivers to Participant as part of the Solutions. Such results may identify vulnerabilities related to:

- o Network Security
- o DNS Health
- o Patching Cadence
- o IP Reputation
- o Application Security
- o Threat Intelligence
- o Social Intel & Industry Intel
- o Information Leak including Dark Web scanning for credentials
- o Cloud Score

An initial scan will be conducted upon Participant's enrollment in the Service Warranty and monthly thereafter during the Participant's Enrollment Term. By enrolling in the Service Warranty, Participant consents to the receipt of such additional services by Provider.

7. Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ARCTIC WOLF MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY TO PARTICIPANT, REGARDING OR RELATING TO THE SERVICE WARRANTY OR ITS SOLUTIONS PROVIDED TO PARTICIPANT UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE SERVICE WARRANTY WILL MEET PARTICIPANT'S REQUIREMENTS OR THAT THE OPERATION THEREOF OR ACCESS THERETO WILL BE ERROR FREE, CURRENT OR UNINTERRUPTED. FOR THE AVOIDANCE OF DOUBT, THIS SERVICE WARRANTY DOES NOT EXPAND OR INFER ANY WARRANTIES RELATED TO THE SOLUTIONS. TO THE GREATEST EXTENT ALLOWED BY LAW, ARCTIC WOLF SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOST REVENUES, PROFITS, BUSINESS OR GOODWILL, BREACHES BY PROVIDER, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL ARCTIC WOLF'S LIABILITY EXCEED \$100. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Updates. Arctic Wolf reserves the right to modify this Agreement and any terms related to the Service Warranty in Arctic Wolf's sole discretion. Should Arctic Wolf make any modifications to the Agreement or the Service Warranty, Arctic Wolf will post the amended terms at <https://arcticwolf.com/terms/> and will update the "**Last Updated Date**" within such document or provide notification by such other reasonable notification method implemented by Arctic Wolf.

10. Termination.

10.1 Change in Subscription. Should Participant's Subscription change during the Subscription Term which impacts the Service Warranty Indemnification Level for which Participant qualifies, the existing Enrollment Term will terminate, and, if applicable, a new token ID will be issued to Participant for the applicable Service Warranty Indemnification Level. Participant must re-enroll on the Token Portal to qualify for the new Service Warranty Indemnification Level. In the event Participant's Subscription ceases to qualify for the Service Warranty, the Enrollment Term will immediately terminate.

10.2 This Agreement, the Service Warranty, and/or Participant's Enrollment Term may be terminated by Arctic Wolf for convenience and for any reason in Arctic Wolf's sole discretion and Arctic Wolf will have no further liabilities to Participant under this Agreement. Arctic Wolf will use commercially reasonable efforts to notify Participant of any such termination. For the avoidance of doubt, termination of the Solutions Agreement shall terminate this Agreement, but termination of this Agreement shall not terminate the Solutions Agreement.

11. Survival. Sections 1, 6, 7, 8, 11 and 12 will survive the non-renewal or termination of this Agreement.

12. Miscellaneous.

12.1 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. Arctic Wolf's address for notification purposes shall be: PO Box 46390, Eden Prairie, MN 55344, legal@arcticwolf.com. Participant's address for notification purposes shall be as provided by Participant to Arctic Wolf or the MSP at the time of subscription to the Solutions. Either party may update its notice address upon written notice to the other party.

12.2 Participant 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.

12.3 Unless otherwise prohibited by law, (a) this Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof and (b) 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.

12.4 No failure or delay by Arctic Wolf 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.

12.5 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.

12.6 This Agreement (including the exhibits hereto) 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.

12.7 Arctic Wolf is not responsible for any failures or delays in performing under the Service Warranty that are due to events outside of Arctic Wolf's reasonable control.

12.8 The Service Warranty may not be available in all jurisdictions and is not available where prohibited by law or where not offered by Arctic Wolf or by Provider.

12.9 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*

Schedule 1

Service Warranty Confirmation Summary*

Subject to all the terms and conditions in the Agreement, the Service Warranty provides the following Service Warranty Indemnification Levels:

Bundle Subscription:	Indemnification Level* / Required Subscription Term:	
Core	\$100K / 3-Year	
Ransomware/BEC Event	\$50K	
Compliance Event	\$50K	
Business Income Event**		
Cyber Legal Liability Event***		
Plus	\$500K / 1-Year	\$1M / 3-Year
Ransomware/BEC Event	\$100K	\$200K
Compliance Event	\$100K	\$200K
Business Income Event*	\$50K	\$100K
Cyber Legal Liability Event**	\$250K	\$500K
Total	\$750K / 1-Year	\$1.5M / 3-Year
Ransomware/BEC Event	\$150K	\$300K
Compliance Event	\$150K	\$300K
Business Income Event*	\$75K	\$150K
Cyber Legal Liability Event**	\$375K	\$750K
*Participant must first exhaust any other service warranty that would apply to these expenses.		
Business Interruption**	\$2,500 Deductible	
Cyber Legal Liability/Media***	Participant must exhaust all other financial benefits before triggering this Indemnification Level	

Participants enrolled in the \$500,000 Indemnification Level*		
Service Warranty Indemnification - \$500,000 Level	Per Event	Per Participant
Compliance Event	A Maximum of \$100,000 USD	\$100,000 USD
Ransomware Event & BEC Event	A Maximum of \$100,000 USD	\$100,000 USD
Cyber Legal Liability Event **	A Maximum of \$250,000 USD	\$250,000 USD
Business Income Event	A Maximum of \$50,000 USD <i>(There is a \$2,500 USD per-claim deductible that applies to this Event)</i>	\$ 50,000 USD

Participants Enrolled in the \$1,000,000 Indemnification Level*

Service Warranty Indemnification - \$1,000,000 Level	Per Event	Per Participant
Compliance Event	A Maximum of \$200,000 USD	\$200,000 USD
Ransomware Event & BEC Event	A Maximum of \$200,000 USD	\$200,000 USD
Cyber Legal Liability Event **	A Maximum of \$500,000 USD	\$500,000 USD
Business Income Event	A Maximum of \$100,000 USD <i>(There is a \$2,500 USD per-claim deductible that applies to this Event)</i>	\$100,000 USD

* Participant must first exhaust any other service warranty that would apply to these expenses.

**Cyber Legal Liability/Media - Participant must exhaust all other financial benefits before triggering this Indemnification Level.

The Indemnification Level, Per Event, and Per Participant amounts reflected in the tables above, although shown in USD, means the equivalent amount in the applicable foreign currency reflected within an Order Form.