

**Cyber JumpStart Portal
Subscription Agreement
(Online)**

This Cyber JumpStart Portal Subscription Agreement (this “**Agreement**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc. and its affiliates (“**Company**”) and Customer (as defined below) and governs Customer’s use and license of the Applications, the specific components of the Platform, and the related Platform Content (collectively, “**Cyber JumpStart Portal**” and formerly known as MyCyber), as such capitalized terms are further defined in Section 1 below, and if IR JumpStart Retainer is purchased by Customer, is incorporated by reference into the IR JumpStart Retainer Agreement (or as applicable the JumpStart Retainer Agreement for Managed Service Provider Partners) located at <https://arcticwolf.com/terms/> (the “**IR JumpStart Retainer Agreement**”). Customer and Company may be individually referred to as a “party” and collectively referred to as the “parties”. This Agreement is effective on the date Customer accepts the terms of this Agreement (the “**Effective Date**”) and if licensed by Customer, includes agreement to the IR JumpStart Retainer Agreement. The Agreement consists of the terms and conditions set forth below, any URL terms referenced herein, and any attachments or exhibits included herewith.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING CYBER JUMPSTART PORTAL, ACCEPTING AN ORDER FORM FOR IR JUMPSTART RETAINER, OR CLICKING AN “I ACCEPT”, “SUBMIT”, OR “CONTINUE” BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO CYBER JUMPSTART PORTAL PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE, INCLUDING CUSTOMER’S AUTHORIZED PARTNER (AS DEFINED BELOW), ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING OR ACCESSING CYBER JUMPSTART PORTAL ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO COMPANY THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; (B) YOU HAVE APPROPRIATE CONSENT AND AUTHORIZATION TO ACCESS YOUR CUSTOMER’S ACCOUNT; AND (C) YOU ARE OVER 18 YEARS OLD. IF YOU AND/OR CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT SUBMIT A REQUEST TO LICENSE OR SUBSCRIBE TO CYBER JUMPSTART PORTAL OR OTHERWISE USE CYBER JUMPSTART PORTAL.

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

1.1 “Applications” means the computer programs and applications made available by Company or our agents and affiliates that are specifically designed to interact with the Platform on a compatible device.

1.2 “Authorized Partner” means Customer’s authorized managed service provider, if applicable, who participates in the delivery of the IR JumpStart Retainer, or Customer’s insurance broker, insurance carrier, or other third-party agent and who accesses and uses Cyber JumpStart Portal and/or any other Products and Solutions for the benefit of Customer.

1.3 “Company Technology” means Cyber JumpStart Portal, System Metrics Data, Company’s software, systems, web applications, tools, and other application services, and Company’s logos, marks, data, information, and other content provided hereunder.

1.4 “Customer” means the entity identified on an Order Form or within the registration form completed at the time of onboarding within Cyber JumpStart Portal, which could include a managed service provider who deploys Cyber JumpStart Portal on behalf of its end users pursuant to the terms of the governing IR JumpStart Retainer Agreement.

1.5 “Documentation” means the Platform Content consisting of user guides and support content Company makes generally available to its customers that describes the compatible devices and the features and functions of Cyber JumpStart Portal.

1.6 “Security Profile Data” means all data and other information, including Personal Data as defined in the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/> as updated by Company in accordance with Section 12 below (the “**Privacy Notice**”), input into Cyber JumpStart Portal or otherwise provided to Company by Customer and its Users, excluding Company Technology.

1.7 “Order Form” means the order form, purchase order or other ordering document issued by Company, a resale partner, or the Authorized Partner to Customer and sets forth the licensed Products and Solutions.

1.8 “Platform” means the software as a service solution made available by Company via the Internet and included with the Application. The Platform may include one or more modules (each a “**Module**”) to manage certain security information if deployed as set forth herein, or in certain limited circumstances offered at no cost related to a relationship with your Authorized Partner as more fully-detailed in the Module Descriptions described in the Solutions Terms located at <https://arcticwolf.com/terms/> (“**Solutions Terms**”), as updated from time-to-time in accordance with Section 12 below.

1.9 “Platform Content” means the content, other than Security Profile Data, Company provides and makes available in Cyber JumpStart Portal.

1.10 “Product and Solutions” means the products and solutions specified on an Order Form or purchased by Customer within Cyber JumpStart Portal.

1.11 “System Metrics Data” means technical, configuration, statistical, utilization, and other information related to Customer’s and its Users’ use of Cyber JumpStart Portal.

1.12 “Term” means the duration of the subscription term for which Customer may access and use Cyber JumpStart Portal and may be the trial period, the duration of a no-cost subscription set forth in Section 6 below, the subscription period set forth on an Order Form, or as may be indicated within the Platform.

1.13 “Users” means any third parties, including but not limited to Customer’s (or its end users, as applicable) employees, independent contractors, advisors, agents, and consultants, including the Authorized Partner, Customer invites or authorizes to use and access Cyber JumpStart Portal for Customer’s internal business purposes.

2. AUTHORIZED PARTNER RELATIONSHIP. TO THE EXTENT CUSTOMER HAS LICENSED IR JUMPSTART RETAINER VIA AN AUTHORIZED PARTNER OR IS OTHERWISE ACCESSING CYBER JUMPSTART PORTAL UPON INVITATION BY ITS AUTHORIZED PARTNER, CUSTOMER EXPRESSLY AND SPECIFICALLY AUTHORIZES AND CONSENTS TO DISCLOSURE OF CUSTOMER’S NAME AS A LICENSED USER OF CYBER JUMPSTART PORTAL AND TO SUCH AUTHORIZED PARTNER’S USE AND ACCESS OF CYBER JUMPSTART PORTAL AND CUSTOMER’S SECURITY PROFILE DATA INCLUDED THEREIN. CUSTOMER UNDERSTANDS AND AGREES THAT THE AUTHORIZED PARTNER IS NOT A PARTY TO THIS AGREEMENT AND CUSTOMER AND AUTHORIZED PARTNER’S APPLICABLE AGREEMENT SHALL GOVERN AS BETWEEN AUTHORIZED PARTNER AND CUSTOMER. TO THE EXTENT CUSTOMER HAS LICENSED IR JUMPSTART RETAINER OR IS OTHERWISE ACCESSING CYBER JUMPSTART PORTAL FOR THE BENEFIT OF AN END USER, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS RECEIVED CONSENT FROM THE END USER FOR CUSTOMER’S PROVISION, USE, AND ACCESS OF CYBER JUMPSTART PORTAL AND THE END USER’S SECURITY PROFILE DATA INCLUDED THEREIN ON END USER’S BEHALF. CUSTOMER UNDERSTANDS AND AGREES THAT THE END USER IS NOT A PARTY TO THIS AGREEMENT AND CUSTOMER AND END USER’S APPLICABLE AGREEMENT SHALL GOVERN AS BETWEEN END USER AND CUSTOMER.

3. LICENSE

3.1 License Grant. Subject to the terms and conditions of this Agreement and provided Customer is not in breach of this Agreement:

(a) Company grants Customer for use by it or its Users, and if applicable end users, during the Term, a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to install, access and use Cyber JumpStart Portal solely for purposes of use of the Module(s) for which Customer is eligible and the Documentation solely for Customer’s, or as applicable, its end user’s, internal business purposes.

(b) Customer grants Company and its affiliates during the Term a nonexclusive, royalty-free, fully paid-up, revocable, limited, worldwide license to use, display, copy, distribute, modify, and make derivative works of the Security Profile Data to enable Company to fulfill its obligations under this Agreement.

3.2 Users. Customer understands and agrees that by inviting Users, Users will be permitted to (i) manage and review of Security Profile Data for which the User is authorized, (ii) collaborate on Cyber JumpStart Portal, or (iii) demonstrate Customer’s information security capabilities. Customer shall ensure that each of its Users understands and adheres to the obligations under this Agreement when accessing or using Cyber JumpStart Portal. Any breach of this Agreement by a User will constitute a breach of this Agreement by Customer. Customer is responsible for (i) maintaining the security and confidentiality of all usernames and passwords used to access Cyber JumpStart Portal, (ii) for a telecommunications service that provides Internet access for purposes of access to and use of Cyber JumpStart Portal, and (iii) conducting periodic access reviews of its Users.

3.3 License Restrictions. Customer may not (i) rent, lease, sell, assign, or otherwise transfer rights in or Cyber JumpStart Portal; (ii) use Cyber JumpStart Portal for timesharing or service bureau purposes or for any purpose other than in accordance with the license grant in Section 3.1; or (iii) publish, distribute, or make available Cyber JumpStart Portal to any other party.

4. OWNERSHIP

4.1 Company Ownership. Customer acknowledges and agrees that except for the limited rights granted herein, Company reserves all right, title, and interest, express or implied, in and to the Company Technology. Customer shall not use any Company Technology to contest the validity of any Company intellectual property. Any such use of Company Technology constitutes a material, non-curable breach of this Agreement.

4.2 Customer Ownership. Company acknowledges and agrees that as between the parties and except for the limited rights granted herein Customer owns all Security Profile Data.

5. PAYMENT AND REPORTING

5.1 License Fees. License Fees shall be remitted as set forth in an Order Form or submitted via an online third party payment processor at the time of processing of the subscription within Cyber JumpStart Portal. If the subscription is fulfilled within Cyber JumpStart Portal, License Fees will be collected by Company’s third-party payment processor and will be subject to such third-party payment processor’s terms and conditions, including any terms related to data privacy.

6. TERM AND TERMINATION

6.1 Commencement of Term. With respect to paid subscriptions or subscriptions included as part of a paid offering such as IR JumpStart Retainer, this Agreement will be effective commencing on the Subscription Start Date specified in the Order Form. For subscriptions provided to

Customer at no cost, including any trial, this Agreement will be effective commencing on the date on which these terms are accepted by Customer within Cyber JumpStart Portal.

6.2 Termination

6.2.1.1 Paid Subscriptions. After the Initial Term and unless otherwise set forth on an Order Form, the Term will automatically renew at the end of the Term (or any renewal term thereafter) for a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Term.

6.2.1.2 Trials and No Cost Subscriptions. At the end of any trial period, Customer's access to Cyber JumpStart Portal, and Modules therein, will automatically terminate; however, Company, in its sole discretion, may allow for limited or continued access to some or all the Modules or components thereof. Any continued access by Customer is subject to the terms of this Agreement. Use of and access to Cyber JumpStart Portal related to the trial and no cost subscriptions will continue until otherwise terminated by Company for convenience without liability and in its sole discretion. For the avoidance of doubt, in the event Customer receives access to Cyber JumpStart Portal from a referral by its Authorized Partner (excluding any paid for Subscription Terms), access to Cyber JumpStart may be terminated or modified by Company in the event of any change in Company's change in its Authorized Partner relationship.

6.3 Termination for Cause. This Agreement may be terminated by either party upon written notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; or (d) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to such party (except in the event of non-payment by Customer where the notice period is ten (10) days). Suspension. Company may suspend Customer's and any User access to Cyber JumpStart Portal (in whole or in part) (a) to prevent damages to, or degradation of, Company Technology; (b) to comply with any law, court order, or governmental request; or (c) if Customer violates the terms of this Agreement. Company will use reasonable efforts to provide Customer with notice before or promptly following any suspension. In the event the suspension arises from or relates to the acts or omissions of Customer's User(s), Company may limit the suspension to such User(s). This Agreement is not to be construed as imposing any obligation on Company to monitor Security Profile Data or Customer's or its Users' use of Cyber JumpStart Portal.

6.4 Effect of Termination. Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement for any reason, Customer shall promptly and permanently cease use of Cyber JumpStart Portal and remove any components thereof that are on Customer's computer systems, in Customer's possession, or under Customer's control. Except as otherwise required by law, Company will remove, delete, or otherwise destroy all copies of Security Profile Data and Point of Contact Information in its possession as follows: (1) for Customers who have purchased IRJS Retainer, thirty (30) days following termination of this Agreement, and (2) for any Customer who has received a Subscription to any Module as a trial or at no cost, the earlier of thirty (30) days following termination or six (6) months of inactivity on Customer's account. Sections 3, 5, 6, 7, 9, 10, and 2 shall survive termination of this Agreement. shall survive termination of this Agreement.

7 REPRESENTATION AND WARRANTIES

7.1 Mutual Warranties. Each party represents and warrants to the other party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

7.2 Customer Warranties. Customer represents and warrants that it and its respective Users (x) have obtained all rights, consents, and permissions necessary to grant the foregoing rights to Company, and (y) comply with all applicable laws with respect to the collection, use, retention, and disposal of all Security Profile Data. Company may remove any of Security Profile Data that Company determines to be in violation of the foregoing warranty.

7.3 Disclaimer. CYBER JUMPSTART PORTAL AND ANY THIRD-PARTY INFORMATION PROVIDED THEREWITH IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTIES AND WILL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTION CUSTOMER OR ITS USERS, OR ANY THIRD-PARTY MAY TAKE BASED ON THE SECURITY PROFILE DATA, THE THIRD-PARTY USER CONTENT OR COMPANY TECHNOLOGY, AND COMPANY WILL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION, TECHNOLOGY, OR RESULT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR OUR AUTHORIZED REPRESENTATIVES CREATES ANY WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF OUR OBLIGATIONS UNDER THIS AGREEMENT. CYBER JUMPSTART PORTAL MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. COMPANY WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY COMPANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT. CYBER JUMPSTART PORTAL IS PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES

THAT COMPANY DOES NOT WARRANT: (A) THE OPERATION OF CYBER JUMPSTART PORTAL WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) CYBER JUMPSTART PORTAL IS NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE.

8. CONFIDENTIALITY; PRIVACY

8.1 Confidential Information. The parties acknowledge that each of them may have access to confidential and proprietary information relating to the other party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies (the "Confidential Information"). The Confidential Information of Company includes Cyber JumpStart Portal and Confidential Information of Customer includes Security Profile Data. Each party agrees to preserve and protect the confidentiality of the Confidential Information of the other party, not to disclose such Confidential Information to any third party without the prior written consent of the other party, and not to use such Confidential Information except for the purpose of exercising its rights and fulfilling its obligations under this Agreement or, with respect to Company, in accordance with the Privacy Notice. For the avoidance of doubt, Authorized Partner will maintain confidentiality of Confidential Information as set forth herein.

8.2 Non-Confidential Information. The restrictions of Section 8.1 shall not apply to information that is:

- (a) publicly available;
- (b) was known by or in the possession of the receiving party prior to being disclosed by the disclosing party pursuant to this Agreement; or
- (c) independently developed by the receiving party without reference to the disclosing party's Confidential Information.

A party may disclose any Confidential Information (i) to such party's agents, attorneys and other representatives who have a need to know such information and agree to keep it confidential; or (ii) to any court of competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Contract Account Information which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

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

8.4 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf Personal Data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the "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**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into 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.

8.5 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 8.3 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.

8.6 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 Agreement, together with Customer's use of the Module(s) 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 its obligations under 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.

9. CERTAIN OBLIGATIONS OF THE PARTIES

9.1 Customer Obligations. Customer:

- (a) agrees to comply with all legal requirements in connection with the use of Cyber JumpStart Portal;
- (b) agrees that all rights in and to Cyber JumpStart Portal not expressly licensed are reserved to Company;
- (c) agrees not to sublicense, assign, transfer, pledge, offer as security, or otherwise encumber Cyber JumpStart Portal or Company Technology or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement;
- (d) agrees not to use Cyber JumpStart Portal in any manner or for any purpose in violation of the terms of this Agreement;
- (e) agrees not to use the Cyber JumpStart Portal to monitor or scan any environments for which Customer has not received consent; and
- (f) acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of Company in or to Cyber JumpStart Portal or any parts, derivatives or variations thereof; (ii) contest the validity of the copyrights or other proprietary interests in or to Cyber JumpStart Portal; or (iii) claim any right, title or interest in or to Cyber JumpStart Portal or any parts, derivatives or variations thereof except as explicitly granted in this Agreement.

9.2 Company Obligations. Company agrees to provide reasonable on-going assistance to Customer with regard to technical, administrative and service-oriented issues relating to the utilization and maintenance of Cyber JumpStart Portal, as Customer may reasonably request. Company will make commercially reasonable efforts to ensure that Cyber JumpStart Portal is timely, accurate and comprehensive.

10. INDEMNIFICATION

10. Indemnification by Company. Company, at its own expense, will indemnify, defend, and hold harmless Customer and its employees against any third-party claim, suit, action, or other proceeding brought against Customer based on the allegation that Cyber JumpStart Portal infringes any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada. The indemnification obligations set forth in this Section 10.1 are Company's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

10.2 Indemnification by Customer. To the fullest extent permitted by applicable law, Customer, at its own expense, will indemnify, defend and hold harmless Company and its employees against any claim, suit, action, or other proceeding brought against Company based on or arising from (i) a claim that Cyber JumpStart Portal if modified by Customer infringes in any manner any intellectual property right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person, where there would be no such claim but for such modification; or (ii) any breach by Customer of this Agreement.

10.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

10.4 Options. If Customer's use of Cyber JumpStart Portal has become, or in Company's opinion is likely to become, the subject of any claim of infringement, Company may at its option and expense: (a) procure for Customer the right to continue using and receiving Cyber JumpStart Portal as set forth hereunder; (b) replace or modify Cyber JumpStart Portal, or components thereof, to make them non-infringing; (c) substitute an equivalent for Cyber JumpStart Portal; or (d) if Company, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement.

11. LIMITED 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, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE PRODUCTS, LOST REVENUES OR PROFITS, LOSS OF PRODUCTS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR (B) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE MODULES THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, COMPANY WILL IN NO EVENT BE LIABLE TO CUSTOMER RELATED TO ANY ACTIONS OR OBLIGATIONS AUTHORIZED PARTNER MAY HAVE DIRECTLY WITH CUSTOMER AND RELATED TO AUTHORIZED PARTNER'S PARTICIPATION IN THE ACTIVITIES CONTEMPLATED HEREIN. THIS SECTION 10 SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 9 HEREIN.

12. UPDATES. Company reserves the right to modify this Agreement and any terms within a URL referenced herein in Company's sole discretion. Should Company make any modifications to the Agreement or URL terms, Company will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents or provide notification by such other reasonable notification method implemented by Arctic Wolf.

13. GENERAL PROVISIONS

13.1 Notices.

- (a) Form of Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing.
- (b) Method of Notice. All notices shall be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service; (iii) by first class, registered or certified mail, postage prepaid; or (iv) by facsimile or email, with confirmation of receipt, to the principal business address (including fax numbers and email address) of a party or to such other address as a party may specify in writing.

13.2 Assignment. Customer may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of Company, which shall not be unreasonably withheld.

13.3 Governing Law.

The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Except as otherwise prohibited by applicable law, the governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("**Domicile**"), as follows:

Domicile	Governing Law	Venue
United States (including District of Columbia, and inhabited territories)	Delaware	Kent County, Delaware

Canada	Ontario	Toronto
United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand	England & Wales	Newcastle upon Tyne

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration within the venue in the table above 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.

13.4 **Audit Rights.** During the term of this Agreement and for two (2) years thereafter, Company or an independent auditor may, upon reasonable advance written notice and during normal business hours, audit Customer's records (including electronic records) solely to the extent reasonably necessary to verify that Customer has complied with its obligations under this Agreement. Customer will provide Company or the auditor with any information and documentation that Company or the auditor may reasonably request in connection with such audit.

13.5 **Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

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

13.7 **Waiver.** 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. Company 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.

13.8 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.*

13.9 Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

13.10 **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 international laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**") or UK Bribery Act 2010. 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).

13.11 **Trade Controls.** Customer understands that the Company Technology 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, the United Kingdom,

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 Company Technology is 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, the United Kingdom, 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, or the UK Consolidated List of Financial Sanctions Targets (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 Company Technology (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Company Technology 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 Company Technology, 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 Company Technology is 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.

13.12 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of the Company Technology to Customer and for the avoidance of doubt, any terms related to the acceptance of any services or work product shall not apply. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or any other similar agreement Customer is using to purchase the Company Technology (as defined above) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Security Profile Data may be accessed, stored, and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolf's authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world.

Customer represents that in purchasing the products and services described herein, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase such products and services. If Customer does intend to rely on such products and services to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds for their purchase, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

Customer represents it has the requisite authority to enter into and perform its obligations under this Agreement.