

Incident360 Retainer Supplemental Product Terms

These Incident360 Retainer Supplemental Product Terms (the “**Supplemental Product Terms**”) is an addendum to, supplements, and is made part of the General Terms located at <https://arcticwolf.com/terms/general-terms/> (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the “**General Terms**”) (the Supplemental Product Terms and General Terms collectively referred to herein as the “**Agreement**”) and, subject to the terms herein, governs Customer’s subscription to JumpStart Retainer, Incident360 Retainer, or Incident360 Plus Retainer (each a “**Retainer**”) as reflected on an Order Form. These Supplemental Product Terms apply to the extent Customer has subscribed to the Retainer either as a standalone offering or as part of Customer’s subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE RETAINER, ACCEPTING AN ORDER FORM FOR THE 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 THE RETAINER PURSUANT TO THE TERMS HEREIN. IF THE PERSON ACCEPTING THESE TERMS IS AN EMPLOYEE OR OTHER REPRESENTATIVE OF CUSTOMER, INCLUDING THE AUTHORIZED PARTNER, ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING THE RETAINER, THE PERSON ACCEPTING HEREBY REPRESENTS AND WARRANTS TO COMPANY 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 IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT SUBMIT A REQUEST TO SUBSCRIBE TO THE RETAINER OR OTHERWISE USE THE RETAINER.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Managed Service Provider Relationship. To the extent Customer has subscribed to a Retainer via an Authorized Partner operating in a managed service provider capacity (a “**Managed Service Provider**” or “**MSP**”), Customer specifically authorizes and consents to such Managed Service Provider’s participation in the activities contemplated in these Supplemental Product Terms. Customer understands and agrees that the Managed Service Provider is not a party to the Agreement and Customer and Managed Service Provider’s applicable agreement shall govern as between Managed Service Provider and Customer.

2. Incident360 Retainer Product Descriptions and Terms.

2.1 A description of each Retainer offering can be found in the Incident360 Retainer Product Description located at <https://docs.arcticwolf.com/> (“**Product Description**”). The availability and use of any features or tools, along with the involvement of Company’s Incident Response (“**IR**”) team, is dependent on the Retainer purchased by Customer as reflected on an Order Form.

2.2 Covered Incident.

This section 2.2 applies to the extent Customer’s Retainer subscription includes a Covered Incident as outlined in the Product Description.

(a) For Customers purchasing a standalone Retainer or current Arctic Wolf Customers adding a Retainer to an existing subscription, a Covered Incident does not apply to any cybersecurity incident occurring before or within 10 days of Customer’s acceptance of an Order Form for the Retainer. The 10-day Covered Incident use restriction applies only during Customer’s initial Subscription Term and will not apply for subsequent consecutive renewals of any standalone Retainer Subscription. A Covered Incident may not be used, if during the Subscription Term (including during an IR Services engagement), Arctic Wolf determines, in its sole commercially reasonable discretion, Customer’s actual endpoint count is materially greater than the number of endpoints reflected on an Order Form. In such case, the IR Services engagement would be delivered on an hourly basis subject to the applicable rates for the Retainer.

(b) For Customers purchasing additional Security Operations Solutions (MDR, MR, or MA, and collectively “**Solution(s)**”) in conjunction with a Retainer, use of a Covered Incident will be available starting on the subscription start date pertaining to the Solution. A Covered Incident does not apply to a cybersecurity incident occurring prior to such date.

(c) In no event may the Covered Incident benefit be used to the extent the event occurs or originates within an environment or on an endpoint where the Solutions, Aurora Managed Endpoint Defense, and/or such other industry standard and up-to-date prevention tool is not deployed.

(d) Any costs associated with a ransom payment resulting from a cybersecurity incident are the responsibility of Customer and are not included as part of the Covered Incident or any hourly retainer engagement.

2.3 If included with Customer’s Retainer subscription, Customer may access and use designated Modules within the Cyber JumpStart Portal product subject to the Cyber JumpStart Portal Subscription Agreement located at <https://arcticwolf.com/terms/> or the applicable Product Description governing the use of any Modules published by Arctic Wolf at <https://docs.arcticwolf.com/> as may be updated by Arctic Wolf in accordance with the Agreement.

2.4 If access and use of certain features or functionalities are included with Customer’s Retainer subscription (including but not limited to Threat Intelligence Reports), Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term in accordance with the terms of this Agreement. Customer’s license and right to access

and use such features and functionalities are solely for Customer's internal business purposes and subject to the additional use restrictions set forth herein. Customer acknowledges and agrees that: (a) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in the features and functionalities (b) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; and (c) Customer acquires no ownership or other interest (other than the rights expressly stated herein).

3. In the event of a Cybersecurity Incident. In the event Customer experiences a cybersecurity incident, and desires to engage Company for IR services, Company will respond to Customer's request for engagement in accordance with the response time included in the Product Description with respect to the Retainer to which Customer has subscribed. Upon engagement, the parties will schedule and conduct a scoping call to assess a possible IR statement of work ("**SOW**"), as well as the potential use of a Covered Incident, if included with Customer's Retainer. At the time of the cybersecurity incident and provided the parties agree to proceed with the IR services engagement, the Agreement along with the IR Services Supplemental Product Terms located at <https://arcticwolf.com/terms/> shall govern the agreed upon scope and costs for such engagement.

4. INTELLECTUAL PROPERTY. Except as expressly set forth in the Agreement, neither party will acquire any rights, title, or interest, in any of the IP Rights (as defined herein) belonging to the other party. As between the parties, each party owns all such IP Rights in its products, services, and marks. "**IP Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

5. CONFIDENTIALITY; DATA.

(a) Confidential Information. Confidential Information of Customer shall include Security Profile Data. "**Security Profile Data**" means all data and other information, including Personal Data as defined in the Privacy Notice, and input into Cyber JumpStart Portal or otherwise provided to Arctic Wolf by Customer and its Users, excluding Arctic Wolf Technology.

(b) Data Storage. The location of the storage of Security Profile Data within Arctic Wolf's third-party service providers' data centers will be as set forth in the Data Storage Location Matrix located at <https://docs.arcticwolf.com/>.

6. APPLICABILITY. Notwithstanding any previously executed agreement in place between the parties, the following Sections in the General Terms shall apply to Customer's continued use of IR360 Retainer: Indemnity and Limitations of Liability.