

Retainer Offering Agreement

This Retainer Offering Agreement (the “**Agreement**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and the customer who executed the Incident Response Retainer Enrollment Form (“**Customer**”) which references the terms of this Agreement. This Agreement sets forth the terms and conditions under which the Retainer Offering, as more fully-described herein, will be delivered by Arctic Wolf. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein. If there is a conflict between this Agreement and the Incident Response Retainer Agreement, the documents will control in the following order: the Incident Response Retainer Enrollment Form and then this Agreement. For the avoidance of doubt, this Agreement shall only apply to the Retainer Offering. Any actual engagement related to any incident response services will be performed in accordance with the terms described in Section 2 below.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, THE INCIDENT RESPONSE RETAINER ENROLLMENT FORM, 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 RECEIVE THE RETAINER OFFERING PURSUANT TO THE 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 IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT EXECUTE THE INCIDENT RESPONSE RETAINER ENROLLMENT FORM.

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. Description of Retainer Offering.** The Retainer Offering includes the following:
 - 1.1** The hourly rate charged by Arctic Wolf for any incident response services engagement will be \$295 USD/hour.
 - 1.2** Arctic Wolf will respond to Customer's request for incident response services within one (1) hour of receipt of request in accordance with Section 2 below.
 - 1.3** The incident response services engagement must be for a minimum of \$10,000 USD.
- 2. In the event of an Incident.** In the event Customer experiences an incident and desires to engage Arctic Wolf for incident response services, Arctic Wolf will respond to Customer's request for engagement in accordance with Section 1.2 above and the parties will schedule and conduct a scoping call to assess a possible incident response statement of work (“**SOW**”). At the time of incident and provided the parties agree to proceed with incident response services, the parties will execute a separate Services Agreement and a SOW which will govern the agreed upon scope of and costs for an engagement to deliver incident response services by Arctic Wolf.
- 3. Term and Termination.** The term of this Agreement be as set forth in the Incident Response Retainer Enrollment Form executed by the parties. Either party may terminate this Agreement for any reason upon ten (10) days prior written notice to the other party. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach.
- 4. Confidentiality.** During the term of this Agreement, both parties agree that (1) Confidential Information (as defined below) will be used only in accordance with the terms and conditions of this Agreement; (2) each will use the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (2) Confidential Information may be disclosed only to employees, consultants, agents, and contractors with a need to know, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality no less restrictive than those required by this Agreement. “Confidential Information” means any information designated as confidential orally or in writing by either party, or any information that the receiving party knows, or has reason to know, is confidential or proprietary based upon its treatment by the disclosing party. This Agreement imposes no obligation with respect to information which: (1) is a part of or enters into the public domain; (2) was already in the recipient's possession prior to the date of disclosure other than by breach of this Agreement; (3) is rightfully received from a third party without any duty of confidentiality; (4) is independently developed without reference to the Confidential Information of the disclosing party.
- 5. Intellectual Property.** Except as expressly set forth herein, neither party will acquire any rights, title or interest, in any of the IP Rights belonging to the other party. As between the parties, each party owns all 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.
- 6. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EACH PARTY, FOR ITSELF AND ITS SUPPLIERS, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.
- 7. Limitation of Liability.** To the fullest extent permitted by applicable law, in no event shall either party or its suppliers be liable for damages other than direct damages, including the cost of procurement of substitute goods or technology, loss of profits, or for any special, consequential, incidental, punitive or indirect damages on any theory of liability, whether in statute, contract, tort, strict liability or otherwise, even if advised of the possibility of such damages. To the fullest extent permitted by applicable law, in no event shall the total liability of either party to the other party under this Agreement exceed \$100 USD. The liability limitations in this paragraph (and otherwise in the Agreement) do not limit or exclude damages for bodily injury or death or other damages that under applicable law cannot be limited or excluded.

8. **Updates.** Arctic Wolf reserves the right to modify this Agreement in Arctic Wolf's sole discretion. Should Arctic Wolf make any modifications to this Agreement, Arctic Wolf will post the amended terms on the applicable URL link and will update the "**Last Updated Date**" within such document.
9. **Miscellaneous Terms.**
- 9.1 **Amendment.** This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and is signed by both parties.
- 9.2 **Assignment.** This Agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Such consent is not required in connection with the assignment of the Agreement by Arctic Wolf pursuant to a merger, acquisition or sale of all or substantially all of its assets.
- 9.3 **Force Majeure.** Neither party will be liable for failure or delay in its performance under this Agreement to the extent caused by circumstances beyond its reasonable control.
- 9.4 **Governing Law.** Except as otherwise prohibited by law, this Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without regard to its conflict of laws principles, and any disputes arising hereunder will be litigated exclusively in the federal or state courts of Kent County, Delaware, USA; the parties consent to personal jurisdiction in those courts. Except as otherwise prohibited by law, each party hereby waives any right to jury trial in any litigation in any way arising out of or related to this Agreement.
- 9.5 **Independent Contractors.** This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors.
- 9.6 **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 9.7 **Notices.** All notices must be in writing and addressed to the other party's legal department and primary point of contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 9.8 **Severability and Waiver.** In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the provision (or portion) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
- 9.9 **Survival.** The following sections will survive any expiration or termination of this Agreement: Confidentiality, Intellectual Property, Disclaimer, Limitation of Liability, and Miscellaneous Terms.