Solutions Terms: Managed Security Awareness

Last Updated: February 1, 2022

These Managed Security Awareness – Solution Terms set forth the terms and conditions of the Managed Security Awareness Solution (the "Solution"). The Solution, if purchased by Customer as evidenced by Customer's election on an Order Form, will be provided in accordance with the terms set forth herein and the Solutions Agreement (the "Agreement") made by and between Customer and Arctic Wolf Networks, Inc. ("Arctic Wolf"). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

The Solution:

The Solution provides Customers with an Administrator Dashboard and Content. The Content addresses current threat concepts to assist in the prevention of system attacks within Customer's environment. The administrator dashboard (the "Administrator Dashboard") is an online, cloud-based learning management tool that allows Customers to manage its security awareness training activities and provides Customer with appropriate metrics to manage the security awareness activities of its users.

Specific features and services provided as part of the Solution include:

- Microlearning awareness sessions that address deception tactics used, common red flags that should be recognized, escalation and response duties, and leadership responsibilities;
- Comprehension quizzes to track basic security posture and Customer's users' comprehension of the Content;
- Managed phishing simulation built to represent threat vectors that Customer's users are likely to encounter;
- Gamification point earning system for Customer's users;
- Calculation of Customer's Secure Culture Score, as more fully described below;
- Alert issuance via the Administrator Dashboard;
- Access to reporting and account management;
- Advisory recommendations intended to improve Customer's culture of security;
- Dark web monitoring of Customer's domains;
- Access to licensed Content, including learning materials and additional resources contained in the Administrator Resource Library and/or Content Library within the Solutions, by Customer and Customer's users;
- If licensed by Customer on an Order Form, Customer may request Content modifications ("SCORM") reasonably necessary to conform the Content to Customer's business format and standards, which shall be performed by Arctic Wolf, and are subject to the Arctic Wolf's Trademark usage requirements set forth in the Agreement and terms below;
- If licensed and reflected on an Order Form, the ability to download certain Arctic Wolf designated Content from the Solution from an Arctic Wolf designated platform;
- If licensed and reflected on an Order Form, group-based Content assignment;
- If licensed and reflected on an Order Form, access to Content Compliance Pack ("CCP"), an optional add-on module which includes compliance course content for common compliance topics that Administrators can assign to their users; and
- Subject to an executed statement of work between Customer and Arctic Wolf, custom professional and/or production services ("Custom Professional Services").

Data Storage. Notwithstanding anything contrary in the Agreement or Order Form, Customer's Confidential Information, as defined in the Agreement, is stored in Arctic Wolf's third party service provider data centers located in the United States.

Tracking. Arctic Wolf will track participation rates, assessment scores, follow up completion rates, and phishing simulation click rates for Customer's users. This data will be used to calculate Customer's Secure Culture Score, as further described below, and identify remediation strategies for users.

Secure Culture Score. Customer's Secure Culture Score provided as part of the Solution is for illustrative and informational purposes only and may be used by Customer for internal benchmarking purposes. The Secure Culture Score is compiled using information related to Customer's and its users' participation in the Solution. Customer's Secure Culture Score is a live number that is calculated every time the Administrator Dashboard is loaded. Customer can download activity reports on demand through the Administrator Dashboard. Customer's Secure Culture Score will be available on Customer's online Administrator Dashboard.

SCORM. Customer may request and purchase custom SCORM (SCO) modules. The ability to purchase such SCO modules requires that Customer license the MA+ Solution or CCP. SCO modules include, but are not limited to, Arctic Wolf approved customizations such as (a) Customer specific branding, (b) Customer provided video assets, (c) reference or inclusion of Customer specific policies, action items, links, questions, quizzes, and other learning and development related requests, and (d) any available and required language subtitle files (.srt).

Custom Professional Services. Custom Professional Services are any requests by Customer to change, edit, customize, or produce from scratch, existing or undeveloped Arctic Wolf Content, artifacts or deliverables, and/or any professional services or consulting. All Custom Professional Services will be quoted and billed in accordance with an executed and agreed upon statement of work on a fixed fee basis.

Product Support. Customer can contact Arctic Wolf for assistance at security@arcticwolf.com or 888-272-8429 x2. Arctic Wolf will evaluate the request and collect related information from Customer. Customer is responsible for providing requested information to Arctic Wolf and implementing, in Customer's sole discretion, any remediation strategies identified by Arctic Wolf.

Arctic Wolf agrees to provide Customer with email access to the Arctic Wolf Support Center during standard support hours of Monday – Friday, 9:00 AM – 6:00 PM (Eastern Time) except for standard U.S. Business Holidays. If Customer has more than one Solution login, Customer may appoint no more than five (5) contacts who are authorized to contact Arctic Wolf directly on behalf of Customer's Solution users. Customer may purchase additional contacts on an Order Form for a Fee.

Updates & Upgrades. Any automated maintenance and update cycles to the Solution will be performed remotely by Arctic Wolf.

Arctic Wolf may perform statistical analysis of the Solution and the Hosting Environment to measure the effectiveness of the Solution, optimize Solution performance, and ensure Customer's license compliance. Customer consents to Arctic Wolf's use of Customer's information for this purpose.

Arctic Wolf Trademarks. Any license to Arctic Wolf Trademarks under the Agreement requires the following:

- All uses of Arctic Wolf Trademarks will comply with any written trademark guidelines that Arctic Wolf may provide to Customer from time to time.
- Customer is prohibited from removing or altering any Arctic Wolf Trademarks displayed with or in the Content or Hosting Environment except with Arctic Wolf's written consent or as otherwise accommodated by Arctic Wolf as part of the Services.
- Customer agrees that it will not in any way suggest or imply by the use of Arctic Wolf Trademarks that Customer is affiliated with or endorsed or sponsored by Arctic Wolf.

Additional Terms. To the extent the Agreement does not include terms related to the licensing of the Solution, Customer and Arctic Wolf agree that the following terms and conditions will apply to Arctic Wolf's delivery and Customer's use of the Solution:

Solutions. Customer may purchase, when set forth on an Order Form, and Arctic Wolf, together with its Affiliates, may provide the Managed Security Awareness Solution (the "Solution", and is contemplated as a "Solution(s)" as defined in the Agreement). Any terms not otherwise defined herein will have the meaning set forth in the Agreement.

	Solution
Software	N/A
Equipment	N/A
Content	Online access and download rights, if licensed by Customer, to learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and Content modification services, all as described in the Solutions Terms
Professional Services	If any and as agreed by the parties in accordance with the Agreement
Platform	N/A

The MA/MA+ Solution will be comprised of the following components:

License Grant. The Solution is provided on a subscription basis for the Subscription Term for the Fees set forth on the Order Form. Provided Customer is compliant with the terms of the Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to:

(i) Obtain and use the Services in conjunction with Customer's use of the Solution,

(ii) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,

(iii) Access Administrator Dashboard, subject to the Privacy Notice,

(iv) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and

(v) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solution, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of the Agreement, associated Documentation, and any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form.

Restrictions, Responsibilities, and Prohibited Use. In addition to any terms set forth in the Agreement, Customer agrees not to, directly or indirectly: (i) remove or obscure any proprietary or other notice contained in the Solution, including on any Content, reports, or data printed from the Solution; (ii) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solution in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solution for the benefit of any third party; or (iii) include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person.

Confidentiality. In addition to anything set forth in the Agreement, Confidential Information includes the following:

First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "Point of Contact information"); Customer's tracking metrics as described herein; Customer created content; and any test response data.

Termination. In addition to any other obligations upon termination set forth in the Agreement, Customer agrees to cease all use of the Content, installed, downloaded, or otherwise, and permanently erase or destroy all copies of any Content in its possession or under its control.