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## Arctic Wolf Network Services Agreement

**Services.** Arctic Wolf Networks is a premium service that includes detecting breaches, vulnerabilities, misuse, misappropriation, and any threat or exposure to an organizations Network or Information Technology (IT) infrastructure. Specific services provided as part of Arctic Wolf Networks include: collecting data from Arctic Wolf Sensors and logs from customer's systems, analysis of both sensor and log data, correlation of customer data with threat and vulnerability information, analysis of data by Arctic Wolf Security Engineers, scanning of internal and external systems, escalation of security events that need attention by the customer, recommendations to improve security robustness, and regular summary reports. Burgess Technology Services (BTS) is a reseller of Arctic Wolf Network Services, and as such is not responsible for monitoring, collecting data, etc. BTS has no access to Arctic Wolf's equipment and cannot change/manipulate configuration settings. BTS will act as the Client's liaison with Arctic Wolf, and will handle remediation of issues identified and implementation of recommendations made by Arctic Wolf.

All Arctic Wolf services have a 1 year term commitment per Arctic Wolf's policy.

**Fees.** In exchange for the Services provided by BTS under this Agreement, Client shall pay BTS in advance the monthly fee, based on the service plan Client has selected. If BTS does not receive written notice of a request for service termination by Client, Client acknowledges and understands that BTS will continue to charge Client for the Services as long as Client's account remains active regardless if the Services are used or not.

**Client Responsibilities.** It is the responsibility of the Client to:

- Provide names and contact information of the individual(s) to be notified in the event of that a Security Incident notification is received from Arctic Wolf (see Appendix A);
- Determine whether BTS should contact the Client before commencing work to address any incident reports, or begin immediate remediation activities without Client contact. (After-hours support will be billed under the BizGuard Contract for BizGuard customers; non BizGuard customers will be billed at then-current open rates for after-hours service.);
- Provide full contact information (including cell phone number) for any individual designated as a contact; and
- Issue any notice(s) to their regulators or stakeholders that may be required by custom or law.

**Software, Documentation, Services and Hardware Property of BTS.** The Software, Documentation, Services and Hardware provided are the exclusive property of BTS, or the third parties from whom BTS has secured the right to use materials contained therein. BTS and such third parties shall retain all right and title, to the extent of their respective interests, to all proprietary rights in the Software, Documentation, Services and Hardware, and to any other intellectual property owned or otherwise provided by BTS. Client shall have no right to use the Software, Documentation or the Services for any

purpose other than as set forth in this Agreement. Client shall not challenge, or assist any other person or entity in challenging, BTS's right, title, and/or interest in the Software, Documentation and the Services.

**Term.** This agreement will remain in effect until the expiration which is one year from the "effective" date. Customer may not terminate this agreement until the one year anniversary date after the start date (the "effective" date.). If customer terminates early, customer must pay in full the balance for the remaining months up until the expiration date. If no notification is received as detailed above, the Agreement will automatically renew, with the current number of licenses, upon expiration of the period.

**Termination by Client.** Client may terminate this Agreement without cause at any time by providing BTS with at least thirty (30) days written notice prior to the expiration date of Client's intent to terminate use of the Service. BTS shall not provide a refund for any unused portion of the Services paid in advance by Client.

**Termination by BTS.** BTS may terminate this Agreement as of the expiration date, including all licenses granted hereunder, with or without cause upon thirty (30) days written notice. Upon termination without cause, BTS also agrees to provide a refund for any unused portion of the Services paid in advance by Client. Should BTS terminate with cause, no refund shall be due to the Client.

**Limitation of Liability.** IN NO EVENT SHALL BTS BE LIABLE TO CLIENT FOR LOSS OF PROFIT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OR ANY BREACH OF THIS AGREEMENT OR OF OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY. IN NO EVENT SHALL BTS'S LIABILITY HEREUNDER EXCEED THE AGGREGATE AMOUNT OF THE FEES PAYABLE BY CLIENT TO THE BTS.

**Confidentiality.** During the term of this agreement and after the term, neither BTS nor Client may use for any purpose other than for the benefit of Client, or divulge to any third party, any trade secrets, processes, techniques, designs, know-how or other confidential information of the second party, including without limitation information about customers, former customers, staff, financial data, business records and activities under this agreement. Both during and after the term, both parties shall maintain the strict confidentiality of all confidential information using the same degree of care as they afford to their own confidential information, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of any confidential information.

**Force Majeur.** Neither party shall be liable for any failure or delay in the performance of any of its respective obligations (other than the payment of fees) if prevented from doing so by a cause or causes beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, Force Majeure Events include: fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of third party vendors, Internet slow-downs or failures, computer hackers or other causes that are beyond a party's reasonable control. Failure to meet due dates or time schedules resulting from a Force Majeure Event shall extend the due dates or time schedules for reasonable periods of time as determined by BTS in good faith.