



DRAGOS TERMS AND CONDITIONS FOR ALL OFFERINGS (“AGREEMENT”)

Last Updated February 16, 2024

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. BY ASSENTING TO THESE TERMS (EITHER BY CLICKING, CHECKING A BOX OR PLACING AN ORDER), CUSTOMER ACCEPTS THIS AGREEMENT, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN CUSTOMER AND DRAGOS, INC., A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY, “**DRAGOS**”). IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT ASSENT AND CUSTOMER WILL NOT BE AUTHORIZED TO ACCESS OR USE ANY DRAGOS OFFERINGS. THESE TERMS AND CONDITIONS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES, OR USES THE PRODUCT OR SERVICE (“**EFFECTIVE DATE**”).

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GENERAL TERMS AND CONDITIONS FOR ALL OFFERINGS

1. STRUCTURE AND ORDER OF PRECEDENCE

Dragos General Terms and Conditions for All Offerings (“**General Terms**”) provide the terms under which the Customer may use Dragos’s various Offerings. The specific rights applicable to Customer’s access to or use of each specific Offering are set forth in the relevant Schedule (“**Offering Terms**”) and will apply only to Customer’s access to or use of that Offering. In the event of conflict between any of the General Terms and a Schedule, the Schedule will govern with respect to that Offering. Capitalized terms will have the meaning set forth in the Definitions at Schedule 1. All Orders for Offerings fully incorporate and are subject to the terms of this Agreement.

2. ORDERS AND STATEMENTS OF WORK

- 2.1. **Direct Orders.** Customer may purchase Offerings by submitting an Order directly to Dragos. Dragos will not be obligated to provide any Offerings until the applicable Order for those Offerings has been accepted by Dragos. For each Order (including renewals), Customer shall issue a purchase order that incorporates the applicable Dragos quote by reference (“**Purchase Order**”). In the case of Services, Dragos will not be obligated to perform any Services until a SOW describing those Services has been executed by both parties. Orders are non-cancellable.
- 2.2. **Affiliates.** The term “Customer” shall include an Affiliate placing an Order. Customer shall be responsible for compliance by its Affiliates with the Agreement unless the Affiliate has entered into an Affiliate participation agreement with Dragos.
- 2.3. **Partner Orders.** To place an Order through a Partner, Customer shall provide the Partner with a purchase order (or other similar document acceptable to Partner), in response to a valid quote from the Partner. Any Order placed through a Partner is subject to, and Dragos’s obligations and liabilities to Customer are governed by, this Agreement, with the exception of those set forth in Section 2.1 and Section 3 (Fees and Payment). All terms related to pricing, billing, taxes, invoicing and payment shall be addressed exclusively between Customer and Partner.



3. FEES AND PAYMENT

(NOT APPLICABLE FOR ORDERS SUBMITTED VIA A PARTNER)

- 3.1. **Fees.** Customer agrees to pay the fees as set forth in the applicable Order. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. All prices are in U.S. Dollars.
- 3.2. Dragos shall invoice the Customer for Offerings according to the invoicing procedure outlined in the Dragos quote. All payments are due within thirty (30) days of issuance of the invoice. Late payments will bear interest at the rate of one and one-half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less. Customer will reimburse Dragos for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting overdue amounts hereunder. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Dragos reserves the right to suspend services to Customer, without liability to Customer, until such amounts are paid in full.
- 3.3. **Taxes.** Prices do not include, and Customer shall pay all such taxes and duties levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on Dragos's income. If Dragos has the legal obligation to pay or collect taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Dragos with a valid tax exemption certificate or direct-pay letter authorized by the appropriate taxing authority prior to Order fulfillment. If applicable Law requires Customer to withhold any taxes levied by any country on payments to be made pursuant to this Agreement, Customer shall (i) effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Dragos with tax receipts evidencing the payments of such amounts, and (ii) ensure that the sum payable by Customer upon which the deduction or withholding is based is increased to the extent necessary to ensure that, after such deduction or withholding, Dragos receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Dragos would have received and retained in the absence of such required deduction or withholding.
- 3.4. **Renewal Pricing.** Dragos reserves the right to modify prices and fees at any time, although such changes will not go into effect during an active Subscription Term. Renewal pricing will be implemented only when a Subscription Term is renewed. Except as otherwise specified in an Order, for all Dragos Offerings that have a Subscription Term, on expiration of the current Subscription Term specified on an Order, Customer has the option to renew for a subsequent Subscription Term of equal duration (a "Renewal Term"). Each Renewal Term will be offered for a fee equal to the fee for the prior, expiring Subscription Term (which will not account for any transaction incentives included on a prior order), increased by the greater of the United States Consumer Price Index or five percent (5%). "CPI" shall mean the US Consumer Price Index: Information Technology, Hardware and Services for the 12 months preceding the renewal date.

4. TITLE AND RISK OF LOSS, DELIVERY, INSPECTION

- 4.1. Unless otherwise agreed in an Order, all Appliances are shipped ExWorks (Incoterms 2010) from Dragos's designated point of origin. Title to such Appliance(s) (excluding any Software) shall pass when Appliance is made available for pickup by the first common carrier. Dragos will designate a carrier unless Customer specifies one in the Order. Dragos may pay any shipping and insurance charges on behalf of Customer and add them to Customer's invoice. Customer must provide written notice to Dragos within five (5) days of delivery of any non-conformity with the Order, e.g., delivery of the wrong product or incorrect quantities.
- 4.2. Dragos will use commercially reasonable efforts to ship the Appliances and/or Software (or make the Software available for download or access) at the times requested on Orders (in partial or full shipments); provided, however, that Dragos shall not be liable for any delay in delivery or for failure to give notice of delay. Without liability to any person and without prejudice to any other remedy, Dragos may withhold or delay shipment of any Order if Customer is late in payment or is otherwise in default under this Agreement.

5. PROPRIETARY RIGHTS

- 5.1. With the exception of Appliances, all intellectual property rights in and to the Offerings, Dragos Technology, Dragos Works, and Dragos Data, and any copy thereof, and in any ideas, know-how, and programs that may be developed by Dragos in the course of providing the Offerings, including any enhancements, derivative works, or modifications thereof (other than Customer Data), remain with Dragos. Dragos Works comprise: (a) works of original authorship, including compiled content containing Dragos's, its Affiliates' or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; and (b) information that has been created, developed, and maintained by Dragos, its Affiliates or its licensors, at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain may unfairly and irreparably harm Dragos, its Affiliates or its licensors.



- 5.2. With the exception of Appliances, Customer is aware that this Agreement confers only the right to license or use the Offerings during an applicable Subscription Term, this Agreement does not convey any rights of ownership in or to the Offerings, and all of Customer's rights are expressly stated herein, without any implied rights. Customer hereby acknowledges that the Offerings are protected by laws pertaining to intellectual property and proprietary rights in the United States and other countries. Dragos reserves all rights not expressly granted in this Agreement.
- 5.3. Customer will not remove, obscure, or alter Dragos's copyright notices, trademarks, or other proprietary rights notices and shall not commit or permit any act or omission that would impair Dragos's, its Affiliates' or its licensors' proprietary and intellectual property rights in Dragos Works.
- 5.4. **Feedback.** From time-to-time Customer may provide Dragos with suggestions, comments and feedback with regard to the Offerings (collectively, "**Feedback**"). Customer hereby grants Dragos a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and fully-paid up license (with the right to sublicense) to use and disclose the Feedback in any manner and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise dispose of products embodying the Feedback in any manner and via any media, without reference to the source, including, without limitation, the testing, development, maintenance and improvement of the Offerings.
- 5.5. **Customer Materials.** Customer owns all right, title and interest in all Customer Data. Customer grants Dragos and its Affiliates a worldwide, non-exclusive, limited-term license to use, host, copy, transmit, modify, display, perform and make derivative works of the Customer Data in connection with the performance of Dragos's obligations under the Agreement and the operation, maintenance and improvement of the Offerings (including the creation of Aggregated Data).
- 5.6. Dragos Offerings may operate by forwarding certain portions of the Customer Data ("**Forwarded Data**") to Dragos owned or controlled servers in the United States or other countries where Dragos has Affiliates. In addition, specific Offerings such as OT Watch or Neighborhood Keeper may require Customer to execute an "Opt-In" form permitting additional Customer Data to be forwarded to Dragos for processing.
- 5.7. **Partner Access.** If the Customer places an Order through a Delivery Support Partner, Customer authorizes Dragos to provide access to and use of the Dragos Offerings and Customer Data to the Delivery Support Partner as part of such Support.
- 5.8. **No Source Code.** Nothing in this Agreement will be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the Offerings or any portion thereof is compiled or interpreted.
- 5.9. **Data.**
 - 5.9.1. **Dragos Data.** Dragos may use Dragos Data for the purpose of: (i) analyzing, characterizing, attributing, warning of, and/or responding to threats against Customer and others, (ii) analyzing trends or benchmarking system performance, (iii) providing, maintaining or improving Dragos Offerings; and (iv) any other purposes consistent with applicable Laws, provided, however, that in all of the foregoing use cases, data is used in a way that does not identify Customer or any Authorized User.
 - 5.9.2. **Privacy.** Details about how Dragos processes, stores, or transmits data, including Personal Data, are included in our Privacy Policy which may be accessed at www.dragos.com/privacy. To the extent Dragos processes Personal Data on behalf of Customer under Applicable Law, the Dragos Data Processing Agreement located at www.dragos.com/dpa shall apply.
 - 5.9.3. **Security.** Details about the Dragos security program at Dragos may be accessed at www.dragos.com/security-program.
 - 5.9.4. **NERC CIP-13.** To the extent that Customer is subject to NERC CIP-13 and Customer's access to or use of a specific Offering requires that Dragos access Bulk Electric System Cyber Assets and Critical Energy Infrastructure Information, the Dragos NERC CIP-13 Addendum found at www.dragos.com/NERC-CIP13 shall apply.
- 5.10. **Restrictions.** Except as this Agreement expressly permits, Customer shall not, and shall not permit any other party to: (i) reproduce, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Offerings; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise transfer or make available the Offerings to any third party, including, but not limited to, for the purpose of undertaking penetration testing from a third party; (iii) reverse engineer, disassemble, decompile, decode, or adapt the Offerings, or otherwise attempt to derive or gain access to the source code of an Offering or any software used by Dragos in providing the Offerings, in whole or in part; (iv) collect any information from or through the Dragos Portal using any automated means, including without limitation any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from a Dragos Offering or the



Dragos Portal except via a Dragos API (use of Dragos APIs are subject to the terms and conditions which may be accessed at www.dragos.com/API-terms); (v) bypass or breach any security device or protection used for or contained in the Offerings or allow unauthorized access to the Offering; (vi) access, tamper with, or use non-public areas of the Dragos Portal, Dragos's computer systems, or the technical delivery systems of Dragos's providers, or attempt to probe, scan or test the vulnerability of any Dragos system or network; (vii) alter, remove or obscure any copyright notices, trademark notices, or other proprietary or confidentiality notices that are: (a) placed or embedded in or on the Offerings, (b) displayed when the Offerings are run, or (c) applied to the Offerings, their packaging, labels, Documentation or any other materials provided under this Agreement; (viii) use the Offerings in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates applicable Law; (ix) use the Offerings for purposes of benchmarking or competitive analysis, developing, using, or providing a competing software product or service, or any other purpose that is to Dragos's detriment or commercial disadvantage; (x) use the Offerings in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Agreement.

6. CONFIDENTIAL INFORMATION

- 6.1. **General. "Confidential Information"** means any non-public oral, written, graphic or machine-readable information or material disclosed by a party, its employees, contractors or Affiliates ("**Discloser**") to the other party ("**Recipient**"), either directly or indirectly, in writing, orally or by permitting access to or inspection of tangible or intangible objects where such information is (i) marked or otherwise communicated as being "proprietary" or "confidential" or the like, or (ii) where such information should, by its nature or circumstances of disclosure, be reasonably considered to be confidential and/or proprietary, including, but not limited to, the terms of this Agreement, information or material which relates to such party's customers, intellectual property, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), computer programs, algorithms, trade secrets, business plans, agreements with third parties, customer lists, or finances. The Offerings, Dragos Technology, Dragos Works, Documentation, and Dragos Data shall be deemed Confidential Information of Dragos regardless of marking. Customer Data shall be deemed the Confidential Information of Customer, regardless of marking.
- 6.2. Except as otherwise expressly authorized herein, Recipient agrees to (a) maintain Discloser's Confidential Information in strict confidence, not use Discloser's Confidential Information except as necessary to perform its obligations or enforce its rights under this Agreement, (b) treat all Confidential Information of Discloser in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (c) disclose Discloser's Confidential Information only to those employees, contractors and other agents of Recipient and its Affiliates who have a need to know such information for the purposes of this Agreement, provided that any such employee, contractor or other agent shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and Recipient shall remain liable for any non-compliance of such employee, contractor or other agent with the terms of this Agreement. Notwithstanding the provisions of this Agreement, Recipient may disclose Discloser's Confidential Information as required by any court or other governmental body or as otherwise required by Law or regulation, provided, however, that Recipient shall (i) to the extent permitted by Law, provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure; and (ii) disclose the minimum amount of Confidential Information needed in order to be compliant with such order or legal requirement.
- 6.3. **Exclusions.** Nothing in this Agreement will prohibit or limit either Party's use of information that (i) is already known to the Recipient without restriction as to disclosure prior to disclosure by the Discloser; (ii) becomes publicly available without fault of the Recipient; (iii) is rightfully obtained by the Recipient from a third party without restriction as to disclosure, or is approved for release by written authorization of the Discloser; or (iv) is independently developed or created by the Recipient without use of or access to the Discloser's Confidential Information as evidenced by contemporaneous written records.
- 6.4. **Survival.** Recipient's obligations under this Section 6 shall survive for period of five (5) years after the expiration or termination of this Agreement, provided, however, that (i) trade secret information will be maintained in confidence for as long as such information remains a trade secret and (ii) any Personal Data shall be maintained in confidence for the period specified by Privacy Laws.
- 6.5. **Equitable Relief.** The Parties agree that a material breach of this Section 6 may cause irreparable injury to Discloser for which monetary damages would not be an adequate remedy and Discloser shall be entitled to seek equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.



7. REPRESENTATIONS AND WARRANTIES

7.1. General.

Each Party hereby represents and warrants to the other Party, as of the Effective Date, that: (i) it has obtained all necessary approvals, consents, and authorizations to enter into this Agreement and to perform and carry out its obligations under this Agreement; (ii) the person accepting or executing this Agreement on the Party's behalf has express authority to do so and to bind the Party; and (iii) this Agreement is a valid and binding obligation of the Party.

7.2. Dragos Warranty.

7.2.1. **Appliances.** Dragos warrants that any Appliance, as delivered, will perform substantially in accordance with the applicable Documentation for a period of three years from Delivery, provided Customer has an active Software subscription for Software that is embedded, available or in communication with that Appliance. In the event that the Appliance does not conform to the above warranty, Dragos's entire liability and Customer's sole remedy shall be for Dragos to: (i) use its reasonable efforts to correct any Error confirmed by Dragos; or (ii) repair or replace the non-conforming Appliance with a conforming Appliance or a substantially similar model conforming Appliance.

7.2.2. **Other Offerings.** Warranties specific to an Offering are found in the applicable Offering Schedule.

7.2.3. **Exceptions.** Dragos's warranties shall not extend to errors that result from: (i) use of the Offerings other than in accordance with the Documentation; (ii) any alterations of or additions to the Offerings performed by parties other than Dragos or its authorized suppliers; (iii) use of the Offerings in a manner for which it was not designed or outside of the scope of this Agreement; (iv) Customer's failure to implement any Patch Updates that are made available by Dragos; (v) accident, negligence, or misuse of the Offering by any party other than Dragos; or (vi) a combination of the Offerings with other products not supplied by Dragos.

7.3. **Customer Warranty.** Customer represents and warrants that: (i) neither it, nor any of its Affiliates or owners, is a Prohibited Party, and it shall not, in connection with this Agreement, give access to, transact with or act on behalf of any Prohibited Party; (ii) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "**Systems**") where the Software will be installed, (iii) it has a lawful basis in having the Dragos Offerings operate on the Systems, and collect and process Customer Data; and (iv) when required for Customer use of the Dragos Offerings or when requested by Customer, Customer authorizes Dragos to provide access to and use of the Dragos Offerings and Customer Data to Third-Party Providers.

7.4. Customer remains responsible for (i) any Customer Data made available to Dragos in connection with this Agreement, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, (iii) backup and recovery of any database and any stored data; and (iv) the acts and omissions of its Authorized Users and Affiliates.

7.5. Customer acknowledges and agrees that in the course of providing certain services or Offerings, Dragos may become aware of data breaches, network intrusions, or the presence of malware in Customer's environment, and the discovery of such issue may give rise to regulatory reporting obligations to which Customer is subject in one or more territories in which Customer operates. Customer shall remain solely responsible for all such reporting requirements, and Dragos shall have no liability for failure to report the same.

7.6. Customer agrees that Customer's purchase of any Offering is not contingent upon the delivery of any future functionality or features or dependent upon any oral or written public comments made by Dragos with respect to future functionality or features.

8. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR SCHEDULES SPECIFIC TO AN OFFERING, ALL DRAGOS OFFERINGS, DRAGOS TECHNOLOGY, DRAGOS DATA, DRAGOS WORKS, AND ANY OTHER MATERIALS, SOFTWARE, DATA, HARDWARE, APPLIANCE, EQUIPMENT AND/OR SERVICES PROVIDED OR LICENSED BY DRAGOS HEREUNDER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAGOS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, TERMS, OR CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, ANY WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, ACCURACY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. DRAGOS DOES NOT WARRANT THAT THE FOREGOING WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL



ERRORS WILL BE CORRECTED OR THAT AN OFFERING WILL OPERATE IN COMBINATION WITH HARDWARE OR SOFTWARE NOT PROVIDED BY DRAGOS. DRAGOS DOES NOT GUARANTEE OR OTHERWISE WARRANT THAT ANY OFFERING WILL RESULT IN THE IDENTIFICATION, DETECTION, CONTAINMENT, ERADICATION OF, OR RECOVERY FROM CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, MALICIOUS SOFTWARE, OR OTHER MALICIOUS THREATS.

9. INDEMNIFICATION

- 9.1. **Infringement Indemnity.** Dragos shall at its cost and expense: (i) defend any claim brought against Customer and its Affiliates by an unaffiliated third party alleging that an Offering infringes the third party's U.S or European Union patent, copyright or trademark and (ii) pay any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives Dragos prompt written notice of such claim; (b) permits Dragos to solely control and direct the defense or settlement of such claim (however, Dragos will not settle any claim in a manner that requires Customer to admit fault or attributes liability to Customer without Customer's prior written consent); and (c) provides Dragos all reasonable assistance in connection with the defense or settlement of such claim. In addition, Customer may, at Customer's own expense, participate in defense of any claim.
- 9.2. **Remedies.** If a claim covered under Section 9.1 occurs or in Dragos's opinion is reasonably likely to occur, Dragos will at its expense and sole discretion: (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing and substantially equivalent in functionality; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of the applicable Offering and refund a pro rata portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription Term. THE REMEDIES SPECIFIED IN THIS SECTION 9 CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND DRAGOS'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- 9.3. **Exclusions.** Dragos shall have no obligations under this Section 9 to the extent the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by Dragos; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement; (vi) a failure to install or utilize the latest updated version of Software; and/or (vii) Customer Data.

10. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING OUT OF: (i) PERSONAL INJURY OR DEATH CAUSED BY EITHER PARTY OR ITS PERSONNEL OR SUBCONTRACTORS; (ii) MISUSE OR VIOLATION OF DRAGOS'S INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER; (iii) PAYMENT OBLIGATIONS FOR OFFERINGS; (iv) WILLFUL MISCONDUCT OR FRAUD BY A PARTY; AND/OR (v) AMOUNTS PAYABLE TO THIRD PARTIES UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL: (a): EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OFFERING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OFFERINGS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE OFFERING WHICH IS THE SUBJECT OF SUCH CLAIM IN THE TWELVE (12) MONTHS PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION.

11. TERM AND TERMINATION

- 11.1. **Agreement Term.** The term of this Agreement begins on the Effective Date and will remain in force and effect until it is terminated in accordance with the terms of this Agreement (the "Term"). Certain Offerings will have a separate Subscription Term. In the event the Subscription Term for a specific Offering has lapsed, continued use or access of the Offering will be subject to the terms and conditions of the Agreement.



- 11.2. **Subscription Term.** Subscription Term commencement dates will vary depending on the type of Offering. The specific Subscription Terms commencement dates are found in the applicable Offering Schedule.
- 11.3. **Termination for Cause.** This Agreement or any Order may be terminated at any time: (i) by Dragos, effective on written notice to Customer, if Customer fails to pay any amount when due, where such failure continues more than thirty (30) days after Dragos's delivery of written notice thereof ("**Payment Failure**"); (ii) by Dragos, immediately on written notice to Customer if two or more Payment Failures occur in any six (6) month period; (iii) by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and the breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; (iv) by either Party, effective immediately, if the other Party: (a) is dissolved or liquidated or takes any corporate action for such purpose; (b) becomes insolvent or is generally unable to pay its debts as they become due; (c) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law which remains undismissed after sixty (60) days; (d) makes or seeks to make a general assignment for the benefit of its creditors; or (e) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.
- 11.4. **Termination for Convenience.** If there is no Order with an active Subscription Term in effect under this Agreement, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.
- 11.5. **Effect of Termination.** Upon expiration or termination of this Agreement or any Order: (i) the rights and licenses granted to Customer hereunder will terminate automatically except to the extent such rights are expressly stated to survive beyond the Term; (ii) Customer will return or destroy all Dragos Technology, including permanent removal of such Dragos Technology (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer's possession or under Customer's control, (iii) either Party may request that the other Party return or destroy its Confidential Information in the other Party's possession or control, and either Party may request confirmation in writing of compliance with the provisions of this Section; and (iv) for clarity, Customer will pay all previously accrued amounts due to Dragos hereunder in accordance with Section 3. If Customer sells, leases, lends, rents, distributes or otherwise transfers any Appliance to any third party then Customer will erase all Dragos Technology and Dragos Data from such Appliance.
- 11.6. **Survival.** This Section 11.6 and Sections 5 (Proprietary Rights), 6 (Confidential Information), 7 (Representations and Warranties), 8 (Disclaimer), 9 (Indemnification), 10 (Limitations of Liability), 11.5 (Effect of Termination), 13 (Compliance with Laws, 14 (U.S. Government End Users), 15 (Evaluations, Free Offerings, Preview Features, Beta Features), and 16 (Miscellaneous) survive any termination or expiration of this Agreement in accordance with their respective terms.

12. TRADEMARKS

With written permission from the Customer, Dragos may display Customer's company name and logo (in accordance with any trademark guidelines provided by Customer) and may identify Customer as a Dragos customer in a manner that does not suggest Consumer's use or endorsement of any specific Dragos Offering.

13. COMPLIANCE WITH LAWS

- 13.1. Each Party agrees to comply with all Laws directly applicable to such Party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption, data protection and employment laws.
- 13.2. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to: (a) regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or a national or resident thereof to the extent prohibited by U.S. or E.U. laws; (b) a Prohibited Party; or (c) for any purpose prohibited by Export Administration Regulations (15 CFR Part 730 et seq.), the International Traffic in Arms Regulations (22 CFR Part 120 et seq.), the sanctions programs administered by the Office of Foreign Assets Control, and statutes, rules and executive orders affecting sanctions or international trade, including nuclear, chemical, or biological weapons proliferation or development of missile technology.

14. U.S. GOVERNMENT END USERS

- 14.1. **Commercial Items.** The following applies to all acquisitions by or for any agency, department, division, or component of or within the U.S. Government ("**Government End Users**") under any U.S. Government contract, grant, other transaction agreement, or other funding agreement. The Offerings are "commercial items," as that term is defined in Federal Acquisition Regulation ("**FAR**") § 2.101, and depending on the Offering, may consist of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR § 12.211 and §12.212. In addition, Department of Defense FAR Supplement ("**DFARS**") 252.227-7015 (Technical Data – Commercial Items) applies to



technical data acquired by Department of Defense agencies. Consistent with FAR § 12.211 and § 12.212 and DFARS § 227.7202-1 through § 227.7202-4, the Offerings are being licensed to Government End Users pursuant to the terms of this license(s) as customarily provided to the public and as set forth in this Agreement, unless such terms are inconsistent with United States federal law. Any use, modification, reproduction, release, performance, display, or disclosure of the Offerings by the U.S. Government must be in accordance with the license rights and restrictions described in this Agreement.

15. EVALUATIONS, FREE OFFERINGS, PREVIEW FEATURES, BETA FEATURES

- 15.1. If Customer receives an Offering for evaluation or trial purposes (“**Evaluation Offerings**”) then Customer may use the Evaluation Offering for its own internal evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Offering (the “**Evaluation Period**”). Customer and Dragos may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Offering includes Appliances, Customer will return the Appliances within ten (10) days of the end of the Evaluation Period, and if Customer does not return the hardware within this period, Customer shall be invoiced for the then-current list price for the applicable Evaluation Offering. Customer acknowledges that title to Appliances remain with Dragos at all times, and that Evaluation Offering may be used and/or refurbished units. Customer must delete all Software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to Dragos, or Customer will be invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Customer understands that Dragos may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Customer.
- 15.2. Free offerings, preview features and beta features or products may be provided with respect to an existing Offering or on a stand-alone basis, for a limited time, at no additional charge but then licensed for an additional fee at a later date. All such free, preview and beta features or products are considered “Unpaid Offerings,” and Dragos may discontinue providing such Unpaid Offerings at any time.
- 15.3. Any Evaluation Offerings or Unpaid Offerings are subject to the Dragos Terms and Conditions for Products & Services Provided Free of Charge found here: www.dragos.com/freeofferings-terms-conditions.

16. MISCELLANEOUS

- 16.1. **Subcontracting.** Dragos may use subcontractors, vendors and other service providers in the performance of its obligations hereunder as it deems appropriate; provided that Dragos remains responsible for the performance of each such subcontractor, vendor or third-party provider and its compliance with the terms of this Agreement. For clarity, Partners shall not be considered subcontractor, vendor, or service provider under this Agreement and Dragos is not responsible for a Partner’s performance.
- 16.2. **Entire Agreement.** This Agreement, together with all Orders, Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. It is expressly agreed that the terms of this Agreement shall supersede any Customer terms in any Purchase Order, procurement portal documentation or other similar non-Dragos documents, and such terms do not form part of this Agreement and are void. Any Order through a Partner is subject to, and Dragos’s obligations and liabilities to Customer are governed by, this Agreement.
- 16.3. **Notices.** Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder will be in writing and will be deemed effective when personally delivered, when received by electronic mail to the address listed below (when confirmed by the other party), or when delivered by overnight courier or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Dragos Inc.
1745 Dorsey Road, Suite R
Hanover, MD 21076

Attention: Legal
Email: Legal@dragos.com

Customer will receive notice to the contact listed on the Order for the Offering. Notice may be given to such other address or number, and to the attention of such other person or officer, as any Party may designate, at any time, in writing in conformity with these notice provisions.

- 16.4. **Amendment and Modification; Waiver.** Dragos may modify this Agreement (including any Schedules) at any time by posting a revised version on the Dragos website or by otherwise notifying Customer in accordance with Section 16.3. No amendment to or modification of this Agreement by Customer is effective unless it is in writing and signed by an authorized



representative of Dragos. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 16.5. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 16.6. **Governing Law; Jurisdiction.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, excluding its conflicts-of-law principles, with the exception of Customers with principal offices located outside of North America, for which Dispute Resolution will be governed by the terms that may be accessed at www.dragos.com/international-dispute-resolution. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Wilmington, Delaware, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in Dragos's case, to recoup any payments due.
- 16.7. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.
- 16.8. **Relationship of Parties.** The parties agree and acknowledge that the relationship of the parties is in the nature of an independent contractor. This Agreement shall not be deemed to create a partnership or joint venture and neither party is the other's agent, partner, employee, or representative. Neither party shall have the right to obligate or bind the other party in any manner whatsoever and nothing herein shall give or is intended to give any rights of any kind to third persons.
- 16.9. **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, pandemic, quarantines, embargoes, travel restrictions and other similar unusual governmental action, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, ordinary course mechanical or electrical degradation and/or failure, material changes in law, war, terrorism, riot, or acts of God.
- 16.10. **Audit.** In instances in which Dragos has reasonable belief that Customer's use of an Offering materially exceeds the license or grant of usage provided, Dragos shall have the right, upon reasonable prior notice to conduct and/or direct an independent accounting firm to conduct, an audit of Customer's facilities, computers and records during normal business hours to confirm Customer's use of an Offering is in compliance with this Agreement. Customer shall provide reasonable cooperation with any such audit. Any such audit shall be performed by Dragos or its authorized representative, shall not take place more than once per calendar year, and shall be done in a manner to minimize disruption to Customer's business. In the event that any audit reveals noncompliance with this Agreement, including but not limited to use of an Offering other than as specified herein, Customer shall promptly pay Dragos any shortfall plus accrued interest at Dragos's current rates and shall reimburse Dragos for the reasonable cost of such audit. This does not limit any other remedies that Dragos may have under this Agreement or otherwise.
- 16.11. **Insurance.** Dragos upon request shall provide an insurance industry standard certificate of insurance as evidence of the following coverage and minimum limits: (a) Commercial General Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 in aggregate; (b) Professional Liability Insurance ("**Errors & Omissions**") with limits of no less than \$2,000,000 in aggregate covering losses from any act, errors, omissions or negligence related to Dragos's obligations under this Agreement (each such coverage shall be maintained for at least two years after termination or expiration of this Agreement); (c) Workers Compensation Insurance covering Dragos's employees as required by any applicable state Law and at the statutory limits required for each such jurisdiction, and Employer's Liability Insurance with limits; (d) Business Auto Liability Insurance, but only applicable if automobiles or other vehicles are used in connection with Dragos's performance of its obligations hereunder, including coverage on hired and non-owned automobiles with bodily injury and



property damage limits of not less than \$1,000,000 combined single limit; and (e) Umbrella/Excess Liability Insurance providing excess liability coverage with limits no less than \$5,000,000 per occurrence in excess of the primary coverage limits for Commercial General Liability, Automobile Liability and Employers Liability, with Customer named as an additional insured on the General Liability. The Errors & Omissions insurance policy shall include Cyber Liability, Network Security and Privacy Liability coverage and shall cover claims arising from operations or acts performed by, and materials, equipment or products used or supplied by Dragos.

- 16.12. **No Third-Party Beneficiaries.** Subject to Section 16.7 (Assignment), no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.
- 16.13. **Controlling Language.** This Agreement was negotiated and executed in English, and if it is translated into other languages, the original English language version shall be controlling, notwithstanding either Party's signature on or acknowledgement of such translations. Customer waives any right to have this Agreement written in any other language.



SCHEDULE 1: DEFINITIONS

“**Affiliate**” means, with respect to either Party, any company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such Party where “control” is defined as having rights to more than 50% of the equity, ownership or voting rights for such entity.

“**Aggregated Data**” means any data that has been aggregated so that it is not identifiable or attributable to Customer or any of its Authorized Users and may include data based on Customer’s use of the Offerings.

“**Analytics Data**” means any technical, statistical or analytical data; correlative and/or contextual data; output from analytics and detections which are periodically gathered or aggregated in connection with Customer use of an Offering, including but not limited to data generated in connection with Customer's access, use and configuration of the Offerings and data derived from it (e.g., interacting with the Offerings), but which excludes any data that could be used to identify Customer or any of its Authorized Users.

“**Appliance**” means Dragos-supplied hardware devices that may be purchased by Customer, including sensors and any devices onto which the Software may be pre-installed as specified in an Order.

“**Authorized User**” means employees, agents, consultants, or contractors of the Customer or its Affiliates who are authorized by Customer to access and/or use the Offerings subject to the terms and conditions of this Agreement.

“**Catalog Updates**” means routine updates released by Dragos containing the latest protocol support, threat detections, indicators, vulnerability detections, and other updatable content included as part of Support.

“**Customer**” means the entity entering into this Agreement, or the Customer Affiliate that places an Order under this Agreement.

“**Customer Data**” means all data, information, records and other content provided, uploaded, transmitted, inputted, edited, authored, or otherwise submitted by Customer or its Authorized Users under this Agreement in connection with the Offerings.

“**Delivery Support Partner**” means a Partner authorized by Dragos to provide Support to Customers.

“**Documentation**” means Dragos’s standard published documentation normally supplied with or made available to its customers to aid in the use, support and/or operation of the Offerings and any updates thereto, in any form, media or language provided.

“**Dragos APIs**” means the Dragos-provided application program (or programming) interface.

“**Dragos Competitor**” means a person or entity in the business of developing, distributing, or commercializing products or services substantially similar to or competitive with Dragos’s Offerings.

“**Dragos Data**” means (i) any Dragos Confidential Information; (ii) Analytics Data, (iii) Aggregated Data; (iv) Machine-Generated Data; (v) Threat Data; (vi) Neighborhood Keeper Data; and (vii) all intellectual property rights in the foregoing.

“**Dragos Materials**” means any Dragos Technology, Dragos Works or Dragos Data.

“**Dragos Platform**” refers to the combination of Offerings (typically Software and an Appliance) that passively identifies Industrial Control Systems (“ICS”) network assets and potential threats, and provides step-by-step guidance to investigate incidents and respond.

“**Dragos Portal**” means the password-protected website where Customer may access Confidential Information in connection with the license or use of certain Dragos Offerings.

“**Dragos Technology**” means (i) Software; (ii) Dragos’s know-how, proprietary tools and data, trade secrets and other technologies embodied in the Offerings, or otherwise used by or on behalf of Dragos to provide the Offerings, including Dragos Tools; (iii) all updates, improvements, modifications and derivative works of any of the foregoing; and (vi) all intellectual property rights in the foregoing.

“**Dragos Threat Intelligence**” or “**WorldView**” is a subscription-based collection of reports and webinars that provide detailed information about threat activity groups targeting ICS environments globally and may include WorldView concierge services if designated in an Order.

“**Dragos Tools**” means Dragos proprietary Software, Appliance, tests, programs, or other tools that Dragos uses in performing Services, which may be specified in an applicable SOW.

“**Dragos Works**” means (i) Dragos Threat Intelligence or WorldView, (ii) Dragos authored, created or developed research reports, spreadsheets, graphics, tables, charts, compilations of data, and assessment tools, formulas, and algorithms and all other Dragos proprietary content and material that Dragos has developed prior to or independently of this Agreement; and (iii) Dragos’s research methodologies, including but not limited to Dragos’s analysis methodology.

“**Error**” means a reproducible failure of an Offering to perform in substantial conformity with its applicable Documentation.



“**General Terms**” means the Terms and Conditions Applicable to all Offerings which operates as a framework agreement and provides the terms under which the Customer may use Dragos’s various Offerings.

“**Hosted Software**” means Dragos’s commercially available, internet-delivered, cloud-hosted software-as-a-service Offerings.

“**Laws**” mean all applicable federal, international, state, provincial, and local laws, statutes, acts, ordinances, rules, codes and regulations, executive orders and other official releases of or by any government, or any authority, court, department or agency thereof, including those in any jurisdiction from or in which the Offerings are provided or received, including Privacy Laws.

“**Local Software**” means Dragos’s commercially available proprietary software Offerings made available to Customer for installation at Customer’s premises or at/on other Customer-controlled environments or systems as specified in the Order. Local Software may be provided via download or physical media or may be embedded on an Appliance.

“**Machine-Generated Data**” means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data which may be periodically gathered or aggregated in connection with Customer use of an Offering but which excludes any data that could be used to identify Customer or any of its Authorized Users.

“**Neighborhood Keeper Analytics Framework**” or “**Neighborhood Keeper**” means the secure cloud infrastructure and the analytics framework developed by Dragos that receives specifically designated types of pseudonymized telemetry data from participants and makes that data available to Neighborhood Keeper Program participants.

“**Neighborhood Keeper Data**” means all data that is transmitted to the Neighborhood Keeper Analytics Framework from any source which may include Aggregated Data, Machine-Generated Data and/or Threat Data.

“**Neighborhood Keeper Program**” means the collective defense and community-wide visibility solution that enables OT threat intelligence sharing at machine-speed among participants.

“**Offerings**” means any product, service, subscription service or training offered by Dragos, including Software, OT Watch, Neighborhood Keeper and WorldView.

“**Order**” means a mutually executed Statement of Work, Customer signed quote, accepted Purchase Order, or another mutually agreed upon order form accepted by Dragos or a Partner, which sets forth a description of specific Offerings to be purchased or licensed and the Subscription Term.

“**OT Watch**” means any of the OT Watch offerings including OT Watch Custom, OT Watch Essential (previously OT Watch) and OT Watch Premium.

“**OT Watch Custom**” means a modified offering of the legacy OT Watch or OT Watch Essential.

“**OT Watch Essential**” means an add-on available to current subscribers of the Dragos Platform Software that provides asset visibility, vulnerability management, and threat detection and response via an experienced team of Dragos ICS/OT cybersecurity professionals.

“**OT Watch Premium**” means an optional enhancement of OT Watch Essential which includes additional features.

“**Partner**” means a partner that has a valid agreement with Dragos for the resale of the Offerings and is designated by Dragos as a “Partner.”

“**Party**” or “**Parties**” means Dragos, Inc. and Customer (individually or collectively as applicable).

“**Patch Updates**” means maintenance releases and error corrections and software security patches released by Dragos that are provided at no additional charge by Dragos to customers receiving Support.

“**Personal Data**” means information provided by or for Customer to Dragos or collected by Dragos from Customer used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by Dragos to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

“**Privacy Laws**” means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to Dragos.

“**Prohibited Party**” shall mean any list of prohibited parties or parties subject to sanctions imposed by U.S., E.U. or other countries, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the OFAC of the US Department of Treasury, the Entity List and Denied Persons List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce, the list of statutorily or administratively debarred parties maintained by the Directorate of Defense Trade



Controls of the US Department of State, and the Consolidated list of persons, groups and entities subject to EU financial sanction, as amended from time to time, and entities owned 50% or more or otherwise controlled by such parties, as applicable..

“**Report Deliverable**” means a written report or written assessment prepared by Dragos for Customer pursuant to certain Services engagements.

“**Schedule**” means the specific terms and conditions applicable to the Offering identified in an Order which supersede the General Terms in the event of a conflict.

“**Services**” means any professional services performed by Dragos for Customer pursuant to an SOW or other Order, which may include incident response, architecture assessments, vulnerability assessments, tabletop exercises, threat hunting, penetration testing or readiness assessments.

“**Software**” means Dragos’s proprietary Local Software or Hosted Software.

“**Statement of Work**” or “**SOW**” means a mutually agreed executed written document describing the Services to be performed by Dragos for Customer.

“**Subscription Term**” means the period of time during which Customer is authorized by Dragos to access and use the Offerings or during which Services will be performed.

“**Support**” means Dragos’s standard Software support services as described www.dragos.com/software-support-maintenance.

“**Term**” means the term of this Agreement as specified in Section 11.1 of the General Terms.

“**Third-Party Provider**” means any individual or entity (other than a Dragos Competitor) that: (i) has access to or use of the Offerings as an Authorized User under these Terms solely on behalf of and for Customer’s internal use or under a separate valid agreement with Dragos, (ii) has an agreement to provide Customer services, and (iii) is subject to confidentiality obligations covering Dragos’s Confidential Information. Examples of Third-Party Providers are managed services providers, consultants or consulting firms.

“**Threat Data**” means any malware, spyware, virus, worm, Trojan horse, indicators of compromise, threat behaviors or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data that is related to potentially unauthorized third parties associated with the Threat Data and is collected or discovered during the course of using or receiving Dragos Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

“**Upgrades**” are releases, improvements, or enhancements to Offerings for which Dragos charges separately or extra as determined by Dragos in its sole discretion.



SCHEDULE 2: SERVICES
A. PROFESSIONAL SERVICES

In addition to the General Terms the following terms apply to Dragos Services Offerings (the “**Services Terms**”).

1. FEES & DELIVERY

- 1.1. Fees may be based on a time and materials or fixed fee basis as specified in the SOW.
- 1.2. The ability of Dragos to render Services outside of the United States may be limited at the discretion of Dragos, for reasons including but not limited to, security concerns, export or import controls, immigration restrictions, or country-specific travel restrictions. Unless otherwise agreed on in a SOW, all Services will be performed remotely. The location of any on-site Services must be set forth in the applicable SOW.

2. SUBSCRIPTION TERM

The Subscription Term shall commence upon the date specified in the Statement of Work and shall continue for the duration specified in the Statement of Work.

3. WARRANTY

Dragos warrants that Services shall be performed in a professional manner. Customer must notify Dragos of any warranty claim for Services during the period the Services are being performed or within thirty (30) days after the conclusion of the Services. Customer’s sole and exclusive remedy and the entire liability of Dragos for its breach of this warranty will be for Dragos, at its expense and option, to reperform the Services which do not conform to this warranty or provide a refund for the portion of the fees attributable to non-conforming Services.

4. OWNERSHIP

- 4.1. The results of any Services and any Report Deliverables do not constitute “works for hire,” “works made in the course of duty,” or similar terms under laws where the transfer of intellectual property to Customer occurs on the performance of Services.
- 4.2. Subject to payment of all applicable fees for the Services, Dragos hereby assigns all right, title and interest in and to each Report Deliverable specified in the SOW (excluding any Dragos Materials contained or incorporated therein) to Customer. To the extent the Dragos Materials are incorporated into the Report Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in Section 16.7 of the General Terms re Assignment), non-exclusive license to use the Dragos Materials solely as a part of the Report Deliverable(s) for internal use.
- 4.3. With the exception of any Report Deliverable, materials created by Dragos in connection with Services and all intellectual property rights therein shall be the sole property of Dragos (excluding any Customer Confidential Information).
- 4.4. In the event that Customer uses the Dragos Platform in connection with Dragos’s provision of the Services, all such trial use shall be subject to Section 15 of the General Terms. At the end of the engagement Customer may elect to purchase the Dragos Platform from Dragos by placing an Order according to the procedures set forth in this Agreement.

5. SERVICES TEAM

- 5.1. Dragos will assign personnel with qualifications suitable for the Services described in the relevant Order and may replace or change personnel, in its sole discretion, with other qualified employees or subcontractors.
- 5.2. Dragos personnel who will be performing Services at Customer’s premises will, as permitted by federal, state and local law, have undergone background checks and drug testing as per Dragos policies re same. Dragos will, upon Customer’s request, attest that such background check and drug testing has been performed. Customer acknowledges and agrees that the background check and drug testing described in this Section is sufficient and Customer will neither require Dragos to perform any additional checks or testing, nor perform, or engage any third party to perform, any background check or drug testing on any Dragos personnel.
- 5.3. Customer acknowledges that in the normal course of business, Dragos should not have unescorted access to Customer’s premises or access to any Personal Data. In the event that such access is deemed necessary, the Parties may negotiate additional security procedures applicable to such access and include them in the relevant Order.

6. CUSTOMER RESPONSIBILITIES

- 6.1. Customer will promptly cooperate with and assist Dragos during the performance of the Services, including by making available in a timely manner, at no charge to Dragos, all technical data, computer facilities, programs, files, documentation, test data, sample output, and other information and resources of Customer specified in any applicable Order or otherwise reasonably required by Dragos for the performance of the Services.



- 6.2. Customer will be responsible for, and assumes the risk of, any problems or delays resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Customer. Customer agrees that Dragos is not responsible for delays attributable to Customer and that any delay caused by Customer actions or omissions will automatically extend the time for Dragos's performance of the Services.

7. LITIGATION SUPPORT AND EXPENSES

- 7.1. Dragos does not offer litigation support as a professional service.
- 7.2. If Dragos is required by applicable law, legal process or government action to produce information, documents or personnel as witnesses with respect to the Services or this Agreement, such as by responding to one or more subpoenas, Customer shall reimburse Dragos for any time and expenses (including without limitation reasonable external and internal legal costs) incurred to respond to the request, unless Dragos is itself a party to the proceeding or the subject of the investigation.

B. PENETRATION TESTING SERVICES

In addition to the General Terms and the Services Terms, the following terms apply to Dragos Penetration Testing Services (the "**Penetration Testing Terms**").

1. CUSTOMER REQUIREMENTS FOR PENETRATION TESTING

- 1.1. Customer must comply with and provide the information requested in the Dragos Penetration Testing rules of engagement documentation.
- 1.2. Customer agrees to have a person available at all times during the penetration testing engagement to restore, as soon as possible, any system that becomes unavailable.
- 1.3. In the event that any or all of the penetration testing services require Dragos to be present on-site at Customer's location, Customer agrees that it will provide Dragos's penetration testing team ("**PTT**") all necessary access to Customer's site and network in order to provide the Services, and will provide Dragos in writing, in advance, any applicable restrictions for PTT presence on Customer's site if not already covered in the rules of engagement documentation. Dragos will comply with any reasonable restrictions for PTT access to Customer's site, provided that such restrictions do not unreasonably inhibit Dragos's ability to provide the Services in which case Dragos may decline to provide the Penetration Testing Services.

2. PROPRIETARY RIGHTS

Customer represents and warrants that it possesses all necessary rights and licenses to the equipment and systems required for performance of the penetration testing Services, including any third party equipment and systems.

3. ACKNOWLEDGMENT

Customer acknowledges, understands, and agrees that there is an element of risk associated with penetration testing activities, especially to the systems tested in a live environment, and that unauthorized access to computer systems or data or intrusion into hosts and network access points may be prohibited by contract or law. Risks include the potential that some services on Customer's system may be rendered unavailable during the test process. It is further understood and agreed by Customer that there is no guarantee that vulnerability in its systems will be identified during the test. EXCEPT FOR DAMAGES CAUSED BY DRAGOS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DRAGOS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION OR OTHER PERFORMANCE RELATED TO THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

C. RESIDENT ENGINEER SERVICES

In addition to the General Terms and the Services Terms, the following terms apply to Dragos Resident Engineer services (the "**Resident Engineer Terms**").

If specified in an Order, Dragos may provide an engineer dedicated to Customer to perform services related to the Dragos Platform as set forth in a program description or a SOW ("**Resident Engineer**"). Customer must have a valid current Subscription to either Local or Hosted Software to purchase Resident Engineer services. Resident Engineers are employees of Dragos and independent consultants to Customer. Dragos agrees to be responsible, and indemnify Customer, for any liability related to claims arising from compensation, benefits, or withholding obligations relating to the Resident Engineer's employment by Dragos.

D. DRAGOS ACADEMY & TRAINING



In addition to the General Terms, the following terms apply to Dragos educational offerings and training services (the “**Training Terms**”).

1. **Fees.** Customers may purchase credits to be used for any Dragos educational offering, including Dragos instructor-led courses (either public or privately held) (“**Training**”), or access to the Dragos on-demand course catalog (“**Dragos Academy**”). Credits will expire two years after they are issued.
2. **Rescheduling or Cancellation.**
 - 2.1. If Customer schedules a user to attend public Training, Customer must notify Dragos of a cancellation no later than ten (10) business days before the date of the public class in order to receive a refund of credits applied toward that class. If Customer timely notifies Dragos of the cancellation, Dragos will reissue the credits that were applied to the public Training class, however, the time to use the credits will not be extended beyond the original two (2) year time-period.
 - 2.2. Customer must request rescheduling of private Training no less than two (2) months in advance of the date the class is scheduled to begin in order to receive a refund of credits applied toward that class. If Customer timely notifies Dragos of the cancellation, Dragos will reissue the credits that were applied to the private Training class, however, the time to use the credits will not be extended beyond the original two (2) year time-period. If Customer cancels within the two (2) month period prior to the start of the class, Dragos will not issue a refund and may at its discretion also charge Customer any expenses associated with the rescheduling, including any expenses associated with cancelling or changing travel plans.
 - 2.3. Dragos does not refund or credit Fees paid for attendees who do not cancel Training in writing within the time frame specified above and do not attend the Training session, or who leave before Training concludes.
 - 2.4. Dragos reserves the right to cancel public Training classes for any reason and will provide a full refund of credits.
3. Credits may be used for access to the Dragos Academy, which will be provided to one Authorized User during the time of the Dragos Academy Subscription Term described in an Order.
4. Dragos reserves the right to refuse admittance to public Training classes to any person, for any reason, and if Dragos refuses admittance, Dragos will refund the amount paid for that person’s attendance at the public Training class.
5. Unless explicitly authorized by Dragos in writing, Training may not be recorded, and no information, documentation or other Dragos Works provided in connection with the Training, may be copied, distributed, or otherwise used/disseminated without our authorization. All intellectual property rights in and to information and documentation or other Dragos Works provided during Training and any ideas, know-how, and programs that may be developed by Dragos in the course of providing Training, including any enhancements, derivative works, or modifications and all intellectual property rights embodied therein (other than Customer’s Confidential Information), remain with Dragos.



SCHEDULE 3: SOFTWARE

A. LOCAL SOFTWARE

In addition to the General Terms the following terms apply to the Local Software Offering (“**Local Software Terms**”).

1. ORDERING AND PROVISIONING

Dragos will deliver the Local Software to the location set forth in the applicable Order or shall deliver the Local Software by making it available for downloading on the Dragos Portal. Delivery will be deemed complete and Local Software accepted upon receipt by Customer or when made available for download (“**Delivery**”).

2. SUBSCRIPTION TERM

The initial Subscription Term shall commence sixty (60) days from the date of the applicable Purchase Order and shall continue for the duration specified in the quote. The Renewal Term shall commence upon the day after the initial Subscription Term expires and shall continue for the duration specified in the quote, contingent upon receipt of a Purchase Order.

3. SOFTWARE LICENSE GRANT

Subject to Customer’s compliance with the terms of the Agreement, Dragos grants to Customer and Authorized Users during the Subscription Term a non-exclusive, non-transferable, non-sublicensable, revocable license to install and operate the Local Software and to use the Documentation in connection with such Local Software for Customer’s internal use.

4. LOCAL SOFTWARE SUPPORT & MAINTENANCE

Subject to Customer’s payment of all applicable fees, Dragos agrees to support the proper functioning of the Software during the Subscription Term as set forth at www.dragos.com/software-support-maintenance.

5. WARRANTY

- 5.1. Dragos warrants that Local Software, as delivered, will perform substantially in accordance with the applicable Documentation for a period of sixty (60) days from the Delivery date. In the event that the Local Software does not conform to the above warranty, Dragos’s entire liability and Customer’s sole remedy shall be for Dragos at Dragos’s option to: (i) use its reasonable efforts to correct any Error confirmed by Dragos; (ii) repair or replace the non-conforming Local Software with conforming Software; or (iii) refund to Customer the fees paid for same.
- 5.2. Dragos’s warranty shall not extend to errors that result from: (i) use of the Local Software other than in accordance with the Documentation; (ii) any alterations of or additions to the Local Software performed by parties other than Dragos or its authorized suppliers; (iii) use of the Local Software in a manner for which it was not designed or outside of the scope of this Agreement; (iv) Customer’s failure to implement any Patch Updates that are made available by Dragos; (v) accident, negligence, or misuse of the Local Software by any party other than Dragos; (vi) combination of the Local Software with other products not supplied by Dragos; (vii) third party software, hardware or network infrastructure outside of the direct control of Dragos, including Appliance firmware updates unless done in consultation with Dragos; (viii) electrical or internet access disruptions; or (ix) attacks (i.e. hacks, malicious introduction of viruses and disabling devices) caused by third parties.

6. CUSTOMER REQUIREMENTS & LIMITATIONS

- 6.1. Customer shall provide Dragos with all information and access reasonably required by Dragos to configure the Local Software. Customer’s failure to: (i) provide the information reasonably necessary for Dragos to configure the Local Software, or (ii) provide the connectivity and materials required for its use of the Local Software shall not delay the start of the Subscription Term.
- 6.2. Customer is solely responsible for any materials, equipment or conditions required to meet the minimum technical requirements set forth in the Documentation in order to operate the Local Software, and for ensuring the continued compatibility of the Local Software within its own operating environment. Dragos will have no liability under this Agreement for any damages arising, in whole or in part, from Customer’s non-compliance with the minimum technical requirements.



SCHEDULE 3: SOFTWARE

B. HOSTED SOFTWARE

In addition to the General Terms the following terms apply to the Hosted Software Offering (“**Hosted Software Terms**”).

1. ORDERING & PROVISIONING

Dragos will provide access to the Hosted Software as set forth in the applicable Order. Delivery will be deemed complete and Hosted Software accepted when access to the Hosted Software is made available (“**Delivery**”).

2. SUBSCRIPTION TERM

The initial Subscription Term shall commence sixty (60) days from the date of the applicable Purchase Order and shall continue for the duration specified in the quote. The Renewal Term shall commence upon the day after the initial Subscription Term expires and shall continue for the duration specified in the quote, contingent upon receipt of a Purchase Order.

3. ACCESS AND USE

Subject to Customer’s compliance with the terms of the Agreement, Dragos grants to Customer and its Authorized Users during the Subscription Term a non-exclusive, non-transferable, nonsublicensable, revocable right to access and use the Hosted Software for Customer’s internal use.

4. HOSTED SOFTWARE SUPPORT & MAINTENANCE

Subject to Customer’s payment of all applicable fees, Dragos agrees to support the proper functioning of the Software during the Subscription Term as set forth at www.dragos.com/software-support-maintenance.

5. WARRANTY AND SERVICE LEVEL

5.1. Dragos represents and warrants that during the Subscription Term, the Hosted Software will conform to the description set forth in the applicable Documentation in all material respects and Dragos shall use commercially reasonable efforts so that System Availability equals or exceeds 99.9% during each calendar month (the “**Service Level**”) during the Subscription Term.

5.2. Dragos’s warranty shall not extend to errors or disruptions in service that result from: (i) use of the Hosted Software other than in accordance with the Documentation; (ii) any alterations of or additions to the Local Software performed by parties other than Dragos or its authorized suppliers; (iii) use of the Hosted Software in a manner for which it was not designed or outside of the scope of this Agreement; (iv) accident, negligence, or misuse of the Hosted Software by any party other than Dragos; (v) combination of the Hosted Software with other products not supplied by Dragos; (vi) third party software, hardware or network infrastructure outside of the direct control of Dragos, including Appliance firmware updates unless done in consultation with Dragos; (vii) electrical or internet access disruptions; or (viii) attacks (i.e. hacks, malicious introduction of viruses and disabling devices) caused by third parties.

5.3. **Reporting of Unscheduled Downtime:** Customer must report Unscheduled Downtime by emailing Dragos at support@dragos.com to promptly notify Dragos in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Dragos receives accurate notification thereof from Customer, or when Dragos first becomes aware of such Unscheduled Downtime, whichever first occurs.

5.4. SERVICE LEVEL OBJECTIVES DEFINITIONS

5.4.1. “**System Uptime**” means the total amount of time during any calendar month, measured in minutes, during which Customer has the ability to access the features and functions of the Hosted Software.

5.4.2. “**Scheduled Downtime**” means the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Hosted Software, due to planned system maintenance performed by Dragos. Dragos will use commercially reasonable efforts to provide advanced notice to Customer prior to any scheduled maintenance.

5.4.3. “**System Availability**” means, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time during a calendar month, and thereafter dividing the difference by the Total Monthly Time.

5.4.4. “**Total Monthly Time**” is deemed to include all minutes in the relevant calendar month during a Subscription Term.

5.4.5. “**Unscheduled Downtime**” will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Hosted Software, other than Scheduled Downtime.



6. CUSTOMER REQUIREMENTS & LIMITATIONS

- 6.1. Customer shall provide Dragos with all information and access reasonably required by Dragos to configure the Hosted Software. Customer's failure to: (i) provide the information reasonably necessary for Dragos to configure the Hosted Software, or (ii) provide the connectivity and materials required for its use of the Hosted Software shall not delay the start of the Subscription Term.
- 6.2. Customer is solely responsible for any materials or conditions required to meet the minimum technical requirements in order to operate the Hosted Software, and for ensuring the continued compatibility of the Hosted Software within its own operating environment. Customer shall use all reasonable efforts to resolve any issues associated with operation of the Hosted Software within its operating environment. Dragos will have no liability under this Agreement for any damages arising, in whole or in part, from Customer's non-compliance with the minimum technical requirements.

7. MISCELLANEOUS

- 7.1. **Suspension.** Notwithstanding anything to the contrary in the Agreement, Dragos may terminate Customer's and any Authorized User's access to all or any portion of the Hosted Software if: (i) Dragos reasonably determines that (a) there is a threat to or attack on the Hosted Software; (ii) Customer's or any Authorized User's use of the Hosted Software disrupts or poses a security risk to the Hosted Software or any other customer or vendor of Dragos; (iii) Customer or any Authorized User is using the Hosted Software for fraudulent or illegal activities; or (iv) Dragos's provision of the Hosted Software to Customer or any Authorized User is prohibited by applicable Law.



SCHEDULE 4: OT WATCH

The OT Watch offerings, consisting of OT Watch Essential (previously OT Watch), OT Watch Premium, and OT Watch Custom, are add-ons available to current subscribers of Dragos Software. In addition to the General Terms the following terms apply to the OT Watch solutions (the “**OT Watch Terms**”).

1. ORDERING & PROVISIONING

Dragos will provide access to OT Watch as set forth in the applicable Order.

2. SUBSCRIPTION TERM

Unless otherwise agreed to in writing by Dragos, the Subscription Term will be the Subscription Term of the active Local or Hosted Software Subscription Term that facilitates access to OT Watch.

3. CUSTOMER REQUIREMENTS & LIMITATIONS

- 3.1. Customer must have a valid current Subscription to either Local or Hosted Software.
- 3.2. All of the restrictions that apply to the Local or Hosted Software used to access OT Watch apply to the use of OT Watch.
- 3.3. Customer must meet the additional technical requirements for OT Watch as set forth in the OT Watch Documentation. If Customer is not already an active participant in Neighborhood Keeper, Customer will be automatically enrolled to participate in Neighborhood Keeper unless the Customer specifically declines to participate by submitting written notice to Dragos.

4. ACCESS AND USE

Subject to Customer’s compliance with the terms of the Agreement, Dragos grants Customer during the Subscription Term a nonexclusive right to access and use OT Watch solely for the benefit of Customer’s internal security purposes.

5. SUPPORT & MAINTENANCE

In addition to the Support provided for the Dragos Software that is required to access OT Watch (support offering found here: www.dragos.com/software-support-maintenance), specific OT Watch support details are set forth in the OT Watch Documentation.

6. NO WARRANTY

- 6.1. THE OT WATCH OFFERING IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER CUSTOMER’S EXERCISE OF THE RIGHTS GRANTED UNDER THIS AGREEMENT COMPLIES WITH APPLICABLE LAWS.
- 6.2. While Dragos uses reasonable efforts to identify threats to a Customer’s ICS environment, given the nature and volume of malicious and unwanted electronic content or activities, Dragos cannot guarantee that OT Watch will find, locate, discover, prevent or warn of Customer’s system threats or vulnerabilities, and Customer will not hold Dragos responsible for same.

7. ACKNOWLEDGEMENT & AUTHORIZATION

By accessing OT Watch, Customer is: (i) explicitly confirming to Dragos that it has obtained all applicable consents and authority for Dragos to provide OT Watch; (ii) giving Dragos explicit permission to access and process any and all Customer Data necessary for OT Watch and Neighborhood Keeper, including without limitation, if applicable, consent to analyze host forensics including but not limited to, memory, disk, logs, data, network traffic in real time to detect evidence of known malicious communication patterns and traffic containing unrecognized malicious code (malware), connect to Customer’s computer network, archive and retain all host forensics data including but not limited to, memory, disk, logs, data, network traffic captured as part of Offerings (including to store any malware and metadata supplied by Customer, or anyone else working with or for Customer), (iii) representing that such access and processing by Dragos does not violate any applicable law or any obligation Customer owes to a third party; and (iv) accepting sole responsibility and liability with respect to the implementation and use of OT Watch.

8. OUT OF SCOPE

Professional services, including incident response, advisory, or other consulting services are **not** included in the OT Watch solution, but are offered by Dragos as separate service offerings.



SCHEDULE 5: NEIGHBORHOOD KEEPER

Neighborhood Keeper is an add-on available to current subscribers of Dragos Software. In addition to the General Terms the following terms apply to participation in the Neighborhood Keeper Program (“**Neighborhood Keeper Terms**”).

1. ORDERING AND PROVISIONING

Dragos will provide access to Neighborhood Keeper as set forth in the applicable Order.

2. SUBSCRIPTION TERM

Unless otherwise agreed to in writing by Dragos, the Subscription Term will be the Subscription Term of the active Software Subscription Term that facilitates access to Neighborhood Keeper.

3. CUSTOMER REQUIREMENTS & LIMITATIONS

- 3.1. Customer must have a valid current Subscription to either Local or Hosted Software in order to opt-in to the Neighborhood Keeper Program.
- 3.2. Customer shall have internet access to connect to Neighborhood Keeper.
- 3.3. Customer must transmit base telemetry data as set forth in the Neighborhood Keeper Program documentation.

4. ACCESS AND USE

Subject to Customer’s compliance with the terms of the Agreement, Dragos grants Customer during the Subscription Term a nonexclusive right to access and use Neighborhood Keeper via the Dragos Portal solely for the benefit of Customer’s internal security purposes.

5. NO WARRANTY

THE NEIGHBORHOOD KEEPER OFFERING IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER CUSTOMER’S EXERCISE OF THE RIGHTS GRANTED UNDER THIS AGREEMENT COMPLIES WITH APPLICABLE LAWS.

6. RESTRICTIONS

Neighborhood Keeper Program participants must not (and must not allow any other person or entity to): (a) attempt to identify the source of any unattributed data from Neighborhood Keeper, including the identity of the party or parties from which such data came; (b) distribute, sell, offer to sell, lease, commercialize or otherwise transfer Neighborhood Keeper technology or Neighborhood Keeper Data (wholly or in part) to any third parties; (c) share insights from its access to confidential information associated with Neighborhood Keeper publicly; (d) interfere with, bypass or disable any features or functionality that are embedded in or included with Neighborhood Keeper; (e) use any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from Neighborhood Keeper, including Dragos APIs which may not be used in connection with Neighborhood Keeper; or (f) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Dragos or any of Dragos’s providers to protect Neighborhood Keeper.

7. PROPRIETARY RIGHTS

All intellectual property rights in and to Neighborhood Keeper, Neighborhood Keeper Data, other Dragos Offerings, Dragos Technology, Dragos Works, and Dragos Data, and any copy thereof, and in any ideas, know-how, and programs that may be developed by Dragos in the course of providing Neighborhood Keeper, including any enhancements, derivative works, or modifications thereof, remain with Dragos. Dragos may share Neighborhood Keeper Data, Dragos Data or related data in any manner, including with governments or government entities. Dragos hereby reserves all rights not expressly granted hereunder. If Customer provides Dragos with comments, suggestions or feedback regarding Neighborhood Keeper Customer agrees that Dragos will be free to use, disclose, reproduce, license or otherwise exploit such comments, suggestions or feedback as it sees fit, without obligation or restriction of any kind.

8. ABOUT NEIGHBORHOOD KEEPER

- 8.1. **Data.** No personal, sensitive or customer-identifiable data will be transmitted to the Neighborhood Keeper Analytics Framework. Customer’s base telemetry data will be de-identified and pseudonymized before the data is uploaded to the Neighborhood Keeper Analytics Framework, with the only key capable of identifying the Customer being under the exclusive control of the Customer. In order to provision access to the Neighborhood Keeper Program, Dragos receives the identity of participants and authorized users.
- 8.2. **Targeted Disclosures.** Neighborhood Keeper Program participants may receive relevant analytic alerts or be made aware of threats in Customer’s environment. Participants will not receive specific alerts or outputs from other participants’ platforms.



Certain analytics in Neighborhood Keeper may aggregate and summarize threat behavior across industry sector, technology vendor type or asset type for distribution to all participants.

9. REQUEST FOR ASSISTANCE

- 9.1. The Request for Assistance (“**RFA**”) function in Neighborhood Keeper allows a Neighborhood Keeper participant to submit a request to other participants for help or to view and respond to other participant’s requests. System records of submissions to the RFA function are collected and maintained as necessary to facilitate and route responses to the RFA from community members. Responses to an RFA identify the respondent’s organization.
- 9.2. Dragos is not liable for any information provided via RFA, including any information provided by Customer that might identify Customer as the requesting participant. Dragos is not liable for participant advice provided through RFA.
- 9.3. All submissions or responses associated with an RFA are deleted within 90 days from the date of the initial submission.



SCHEDULE 6: DRAGOS THREAT INTELLIGENCE OR WORLDVIEW

In addition to the General Terms the following terms apply to Dragos Threat Intelligence or WorldView (the “WorldView Terms”).

1. ORDERING & PROVISIONING

Dragos will provide access to WorldView as set forth in the applicable Order. Delivery will be deemed complete when access to WorldView is made available (“Delivery”).

2. SUBSCRIPTION TERM

The initial Subscription Term shall commence upon the date of the applicable Purchase Order and shall continue for the duration specified in the quote. The Renewal Term shall commence upon the day after the initial Subscription Term expires and shall continue for the duration specified in the quote, contingent upon receipt of a Purchase Order.

3. ACCESS AND USE

3.1. **Access to WorldView.** Subject to Customer’s compliance with the terms of the Agreement, Dragos grants to Customer and its Authorized Users during the Subscription Term a non-exclusive, non-transferable, nonsublicensable, revocable right to access and use WorldView, through the Dragos Portal for Customer’s internal use.

3.2. To access the Dragos Portal, Customer must have a Dragos account associated with a valid Customer email address. Only one account per email address may be created.

3.3. **Use Limitations.** Unless otherwise indicated in an Order, Customer may appoint up to ten (10) Authorized Users of the Intelligence Portal at any time. Dragos may implement restrictions on the number of requests within a given period of time.

4. WARRANTY

DRAGOS WARRANTS THAT WORLDVIEW IS BASED ON DRAGOS’S REASONABLE EFFORTS TO COMPILE AND ANALYZE THE BEST SOURCES REASONABLY AVAILABLE TO DRAGOS AT ANY GIVEN TIME; HOWEVER, ANY OPINIONS REFLECT DRAGOS’S JUDGMENT AT THE TIME AND ARE SUBJECT TO CHANGE. DRAGOS ALSO WARRANTS THAT IT HAS THE REQUISITE SKILL, KNOWLEDGE AND AUTHORITY TO PROVIDE THE WORLDVIEW OFFERING AND SHALL PROVIDE THE WORLDVIEW OFFERING IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. THE FOREGOING WARRANTIES ARE PROVIDED IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS, OR ADEQUACY OF INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE EXERCISE OF THE RIGHTS GRANTED TO CUSTOMER UNDER THIS SCHEDULE COMPLIES WITH APPLICABLE LAWS. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL ACTS AND OMISSIONS TAKEN IN RELIANCE ON THIS INFORMATION, AND DRAGOS WILL NOT HAVE ANY LIABILITY FOR ANY SUCH ACTS OR OMISSIONS.

5. RESTRICTIONS

Customer shall not, and shall not permit any other Person to: (i) access the Dragos Portal by any means other than through the interface that is provided or approved by Dragos; (ii) collect any information from or through the Dragos Portal using any automated means, including without limitation any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from WorldView or the Dragos Portal except via a Dragos API (use of Dragos APIs are subject to the terms and conditions which may be accessed here www.dragos.com/API-terms); (iii) share, publish or otherwise release to any third party any information accessed through WorldView; (iv) damage, disable, overburden, or impair the Dragos Portal or interfere with any other party’s use and enjoyment of the Dragos Portal.

6. PROPRIETARY RIGHTS

The WorldView Offering is the property of Dragos, its Affiliates or its licensors and is protected by copyright and other intellectual property laws. The WorldView Offering comprises: (a) works of original authorship, including compiled content containing Dragos’s, its Affiliates’ or its licensors’ selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; and (b) information that has been created, developed, and maintained by Dragos, its Affiliates or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain may unfairly and irreparably harm Dragos, its Affiliates or its licensors. Customer shall not commit or permit any act or omission that would impair Dragos’s, its Affiliates’ or its licensors’ proprietary and intellectual property rights in the WorldView Offering. All of Customer’s right to use the WorldView Offering are expressly stated herein; there are no implied rights, and Dragos reserves all rights not expressly granted to Customer.



7. UPDATES AND REVISIONS TO DRAGOS PORTAL

Dragos may update or revise the Dragos Portal from time to time and such updates and revisions may adversely affect the manner in which Customer accesses or communicates with the Dragos Portal. Dragos will use commercially reasonable efforts to provide advance notice of any updates or revisions to the Dragos Portal that are not backward compatible or significantly change its functionality by posting such notice on the Dragos Portal.

8. WORLDVIEW CONCIERGE OFFERING

If specified in an Order, Dragos may provide WorldView Concierge. WorldView Concierge delivers tailored threat intelligence which may include research reports on a particular OT security topic, responses to ad hoc security inquiries and/or periodic intelligence reports tailored to a particular industry, as set forth in a program description.

9. EXPORT CONTROL RESTRICTIONS

Content accessible in WorldView may be subject to enhanced export control restrictions. Unless Customer has received an Export Control Waiver from Dragos, Customer agrees: (i) the content will not be shared with any party located in, or with any government (or agent of a government) of, a country listed in Country Group E or D at Supplement No. 1 to 15 CFR Part 740, except for an agency of the U.S. Government or a foreign branch or subsidiary of a U.S. company; and (ii) the content will not be shared outside of the United States or with a non-U.S. national with a purpose to affect the confidentiality, integrity, or availability of any information or information systems, without authorization by the owner, operator, or administrator of the information system (including the information and processes within such systems). Contact legal@dragos.com to request an Export Control Waiver.