DRAGOS, INC.

DRAGOS ICS/OT THREAT DETECTION APPLICATION FOR CROWDSTRIKE END USER LICENSE AGREEMENT

IMPORTANT--PLEASE READ THIS AGREEMENT CAREFULLY. THIS END USER LICENSE AGREEMENT (INCLUDING, AS APPLICABLE, THE DATA PROCESSING ADDENDUM AND ITS ATTACHMENTS) (THE "AGREEMENT") CONSTITUTES A BINDING AGREEMENT BETWEEN LICENSEE (ALSO REFERRED TO HEREIN AS "YOU") AND DRAGOS. CROWDSTRIKE IS NOT A PARTY TO THIS END USER LICENSE AGREEMENT. YOUR USE OF THIS APPLICATION IS SUBJECT TO, AND CONDITIONED UPON YOUR ACCEPTANCE OF, THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON OR OTHERWISE DOWNLOADING, ACCESSING OR USING THE APPLICATION, YOU ARE AGREEING TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1.   **DEFINITIONS**. When used in this Agreement, the following terms have the meanings as follows:

"Application" means the Dragos ICS/OT Threat Detection application software and Dragos provided data available through the CrowdStrike app store which analyzes event, device, network, system, technical, and other data ("Event Data") collected by CrowdStrike, Inc. ("CrowdStrike") as part of your CrowdStrike Falcon deployment to look for indicators of known adversary activity on your IT network and to look at whether your IT network may have been targeted by OT focused actors.

"Aggregated Data" means any technical, statistical or analytical data (including network information, and other similar information regarding potential threats and vulnerabilities) gathered or generated in connection with use of the Application, which Dragos collects, gathers and aggregates periodically and does not include data that would identify Customer or any of its Authorized Users.

"Authorized Equipment" means computer hardware equipment or devices, conforming to any specifications and limitations that may be provided by Dragos, that (i) are owned and controlled by you and (ii) you use to access the Application.

"Data" means all data, information, records and other content, including Event Data, provided, uploaded, transmitted, inputted, edited, authored, accessed, generated, managed, or otherwise submitted by or collected from or about you and your users under this Agreement during the use of or in connection with the Application.

"Documentation" means Dragos' standard user manuals and/or related documentation generally made available by Dragos to licensees of the Application.

"**Dragos**" means Dragos, Inc., the entity providing the Application.

"Licensee" means the person or entity that has entered into this Agreement with Dragos for the use of the Application.

"**License Fees**" means the license fees payable by Licensee for the use of the Application during the License Term.

"License Term" will have the meaning set forth in Section 13 below.

"Personal Information" means any Data relating to an identified or identifiable natural person processed by Dragos on behalf of Licensee, to the extent that such Data is protected as "personal data" or "personal information" under Privacy and Data Security Laws.

"Privacy and Data Security Laws" means all applicable domestic and international privacy and data protection laws, rules, regulations and binding regulatory guidance relating to privacy, data security, cybersecurity and Personal Information.

"Scope of Use" means use of the Application, in accordance with the applicable Documentation, only for the benefit of Licensee's internal use in monitoring and assessing event and threat data on Licensee's internal control systems including devices, endpoints, and information technology systems.

"Application Update" means any version of the Application developed by or for Dragos after the Effective Date and provided to you by Dragos from time to time, in its sole discretion.

2. **AUTHORIZED USERS**. Use of the Application is limited to Licensee and those who have, subject to any limitations provided by Dragos, been designated by Licensee as "**Authorized Users**." Licensee is responsible for ensuring only authorized users have access to the application in accordance with restrictions documented in this Agreement, including but not limited to, Scope of Use, License, and Restrictions on Use. By using the Application, you represent and warrant that you are an Authorized User and you agree to discontinue all use of the Application and Documentation if and when you no longer qualify as an Authorized User. Licensee acknowledges and agrees that it will be responsible for all acts and omissions of Authorized Users and that any act or omission by an Authorized User which, if undertaken by Licensee would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Licensee.

3. **LICENSE**. Subject to the terms and conditions of this Agreement, and payment of all applicable License Fees, Dragos hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license (the "**License**") during the License Term to (i) allow Authorized Users to use the Application on the Authorized Equipment solely within the Scope of Use and (ii) use the Documentation solely in connection with your licensed use of the Application. The Application is deemed to be delivered and accepted by You on the date it is made available for download or installation.

4. **RESTRICTIONS ON USE**. You acknowledge that no intellectual property rights are granted to you, and you may not modify, adapt, translate, publicly display, publish, create derivative works of or distribute the Application or the Documentation. The licenses granted in this Agreement are subject to the following limitations, in addition to all other restrictions, conditions and limitations in this Agreement:

- You may not rent, sell, market, lease, assign, transfer, convey or pledge as security or otherwise encumber any part of the Application or Documentation or your rights under the licenses granted in this Agreement except as provided in this Agreement.

- You may not use the Application in any time-sharing or service bureau arrangement, resell or make the Application available to any third party, or otherwise use the Application for commercial or non-internal use without Dragos' written permission.

- You may not use the Application for monitoring or assessing the internal control systems of any third party including, without limitation, any use to provide services

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or process data for the benefit of, or on behalf of, any third party without the written consent of Dragos.

- You may not combine or integrate the Application with hardware, software or technology not provided or recommended in writing to you by Dragos.

- You may not decompile, disassemble, reverse engineer or otherwise attempt to reconstruct, obtain or perceive the source code from which any component of the Application is compiled or interpreted. You may not copy, and you agree to prevent unauthorized copying or use of, the Application.

- You may not use or access the Application for the purposes of building a competitive product or service or copying its features of user interface.

- You may not use or access the Application in any way that violates applicable law, including applicable Privacy and Data Security Laws, statute, ordinance, or regulation.

- You may not remove, modify, or conceal any product identification or proprietary notices, logos, or other marks.

5. **CONSENT TO USE DATA:** By downloading and/or using our Application, you agree Dragos will receive information in the form of Event Data about your users from CrowdStrike. Such Event Data largely consists of information that is not Personal Information in many jurisdictions but does contain certain online identifiers, such as IP addresses of your users as well as your users' device IDs, that are capable of identifying an individual or their device and other information provided by CrowdStrike that may include Personal Information. Data may also be collected directly from you in connection with your use of the Application. You agree that Dragos may, in accordance with any applicable Privacy and Data Security Laws, collect, use, disclose, and retain Event Data and other Data (including Personal Information) in order to provide the Application and any related services, provide product support, and provide other services to you (if any) related to the Application. In addition, You acknowledge that Dragos will be gathering, compiling and creating Aggregated Data based on Your data, provided that Aggregated Data does not identify You or Your confidential information.

6. **OWNERSHIP**. Dragos is the sole and exclusive owner of all right, title and interest in and to the Application, the Documentation, any Aggregated Data, and any derived data, including threat signatures and indicators of compromise, separate from any underlying Data, detected by the Application, together with all associated intellectual property rights. You acknowledge that you neither own nor acquire any rights in any of the foregoing not expressly granted by this Agreement and that you have no interest in the Application or Documentation other than the right to use the Application and Documentation as expressly set forth herein. You further acknowledge that Dragos retains the right to use, and to grant third parties the right to use, the Application and Documentation for any and all purposes whatsoever in Dragos' sole discretion. Dragos reserves all rights not expressly granted in this Agreement.

7. **SUPPORT**. Dragos may make changes to the Application, or to items referenced in the Application (including Application Updates) at any time without notice, but is not obligated to support, update, or provide training for the Application.

8. **DISCLAIMER**.   THE APPLICATION, DOCUMENTATION, ANY THIRD PARTY PRODUCTS, AND ALL OTHER MATERIALS, APPLICATION, DATA, EQUIPMENT, HARDWARE AND/OR SERVICES THAT ARE OR MAY BE PROVIDED BY DRAGOS ARE

PROVIDED "AS IS" AND "WITH ALL FAULTS," AND DRAGOS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON- INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, QUALITY, MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. DRAGOS MAKES NO WARRANTY, NOR MAY A WARRANTY BE IMPLIED, ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. DRAGOS DOES NOT WARRANT THAT THE APPLICATION, DOCUMENTATION, THIRD PARTY PRODUCTS OR ANY OTHER INFORMATION, MATERIALS, HARDWARE, EQUIPMENT, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT DRAGOS CANNOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE DETECTION OF SPECIFIC THREATS OR GUARANTEE THAT ALL INDICATORS OF ADVERSARY ACTIVITY ON YOUR IT NETWORK WILL BE IDENTIFIED OR THAT IT CAN DETERMINE IN ALL CASES WHETHER YOUR NETWORK HAS BEEN TARGETED OR COMPROMISED, OR THAT THE APPLICATION WILL NOT PROVIDE FALSE POSITIVE OR FALSE NEGATIVE RESULTS.

9. **DATA**. To the extent that you, through or in connection with the use of the Application, collect, use, store, process, and disclose Data, including Personal Information, from any other user or third party, you hereby represent and warrant that you have all rights necessary to grant the rights granted herein with respect to the Data and you shall accurately and adequately, and in full compliance with Privacy and Data Security Laws, (a) disclose to such other user or third party how you collect, use, store, process and disclose Data including, where applicable, that third parties may store, use, and process Data while providing products and services to you and (b) obtain consent and/or authorization from such other user or third party or have another legally appropriate lawful basis as necessary to share or disclose any Data that you make available through the Application for the purposes contemplated by this Agreement. Dragos will have no responsibility to review information that you provide. Dragos will have no liability as to the accuracy of any content you provide. Dragos will use commercially reasonable efforts to implement and maintain reasonable technical and organizational security measures designed to protect Data. Dragos will notify you without undue delay if it becomes aware of any unauthorized access, use, or disclosure of Data. To the extent Regulation (EU) 2016/679 is applicable to Drago's processing of Personal Information, the Data Processing Addendum attached hereto shall apply and is herein incorporated by reference.

10. **LICENSE FEES**. You agree to pay the applicable License Fees for the License Term to which you subscribe, which will be charged to the credit card number or other payment information you provide. License Fees are subject to increase at any time, which increase will be applicable at the time your License is renewed. Renewal is not automatic and requires the payment of the applicable License Fee for the Renewal Term (as defined below). If you renew and we have your payment information on file, you authorize Dragos to charge the credit card number or other payment information we have on file. If you do not renew your License and pay the applicable License Fees, your access to and license to use the Application will terminate and you must cease all use of Dragos provided Application and data. We do not issue refunds on License Fees, and you will not be entitled to a refund if you terminate the License before the end of the License Term. If we terminate the License without cause, we will issue a prorated refund of the License Fee, and this will be your sole and exclusive remedy for any such Termination.

11. **LIMITATION OF LIABILITY**. IN NO EVENT WILL DRAGOS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES, INCLUDING ANY THIRD PARTY CLAIMS RELATING TO ALLEGED VIOLATIONS OF PRIVACY AND DATA SECURITY LAWS, ARISING FROM ANY SOURCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF DRAGOS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR FROM YOUR USE OF OR INABILITY TO USE THE APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED $100.00 US. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

You acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section form an essential basis of this Agreement and that, absent any of these disclaimers, exclusions or limitations of liability, the terms of this Agreement including, without limitation, the economic terms, could be substantially different.

12. **INDEMNIFICATION**. You agree to defend, indemnify and hold harmless Dragos, its subsidiaries, affiliates, independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your breach of this Agreement or any other Dragos terms, policies, or agreements concerning the Application, including your breach or alleged breach of any representation or warranties under this Agreement, or from any acts or omissions by you in connection with your use of the Application.

13. **LICENSE TERM; TERMINATION OF LICENSE**. The initial term of the License begins on your first use of the Application or acceptance of these terms and conditions and continues for one (1) year or such other term as indicated when you sign up for the Application, unless the License is earlier terminated in accordance with the terms of this Agreement (the "Initial Term"). At the end of the Initial Term, you may renew the License Term by paying the applicable renewal fee (each a "Renewal Term"). The Initial Term and any Renewal Terms will together constitute the License Term. Dragos may terminate the License and your access to the Application: (i) at any time if you violate any of its terms; or (ii) on 30 days' prior notice. On termination, Dragos will delete your Data, the License will terminate, and you will cease all use of the Application and immediately delete the Application, and Documentation, including all copies. Other than the License grant in Section 3, the provisions of this Agreement will survive any termination of the License.

14. **GOVERNING LAW; JURISDICTION**. Except as expressly prohibited by applicable law or stated otherwise in this Agreement, all disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles, and will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in that State. You submit to the personal jurisdiction of those courts and waive all objections to that jurisdiction and venue for those disputes. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement. You agree that Dragos will be entitled to injunctive relief, without the necessity of proving irreparable harm or posting a bond, from any court with jurisdiction (not only Delaware courts) if you breach this

Agreement and that injunctive relief is in addition to all remedies available to Dragos at law, in equity, and under this Agreement.

15. **EXPORT LAWS**. Your use of the Application and the Documentation must comply in all respects with all applicable laws, statutes, regulations, ordinances and rules promulgated by governing authorities having jurisdiction over you, Dragos, the Application or Documentation including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export and sanctions regulations promulgated by the U.S. Bureau of Industry and Security, U.S. Office of Foreign Assets Control, or any other agency or department of the federal government of the United States of America. By using the Application and Documentation, you represent and warrant that you are not located in any embargoed country or listed on any denial order.

16. **SEVERABILITY**. If a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

17. **U.S. GOVERNMENT CONTRACT PROVISIONS**. Each of the components that constitute the Application and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application with only those rights set forth herein.

18. **AUDIT**. During the License Term and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Application sufficient to verify compliance with this Agreement. No more than once per twelve (12) month period, You will allow Dragos' auditors the right to examine applicable books and records, systems, and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You will pay such fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

19. **NONWAIVER**. Any failure by Dragos to insist upon or enforce strict performance by you of any of the provisions of this Agreement or to exercise any of Dragos' rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment to any extent of Dragos' right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather the same will be and remain in full force and effect.

20. **BY CLICKING THE "ACCEPT" BUTTON BELOW, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT**. If you do not accept these terms and conditions, or you are not authorized to accept these terms and conditions on behalf of Licensee, you must click the "CANCEL" button below and you may not load, copy, or use the Application. You may send notices or questions regarding this Agreement to Dragos at 1745 Suite R, Dorsey Road, Hanover, MD 21076 or support@dragos.com.

DRAGOS DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") shall only apply to the extent Dragos processes Customer Personal Data on behalf of Licensee ("**Customer**") under Applicable Law. To the extent applicable, this DPA (including its Attachments) shall form part of the End User License Agreement (the "**Agreement**") between Dragos and Customer and shall continue in force for as long as Dragos processes Customer Personal Data on behalf of Customer. All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. If there is any inconsistency or conflict between this DPA and the Agreement, then as it relates to data protection or processing of Customer Personal Data, the terms of this DPA shall govern and control. Dragos and Customer agree as follows:

1. **Definitions**.

"**Applicable Law**" means the General Data Protection Regulation (Regulation (EU) 2016/679).

"**Customer Personal Data**" means the Personal Data provided to Dragos by Customer, or entered

or uploaded for use by or with Dragos's products by or on behalf of Customer pursuant to the Agreement.

"**Data Subject**" means identified or identifiable natural person whose Personal Data is subject to

Applicable Law.

"**Personal Data**" means any information relating to Data Subject.

"**Security Breach**" means a breach of security on systems managed by or otherwise controlled by

Dragos leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or

access to, Customer Personal Data.

"**Sub Processor**" means another processor engaged by Dragos for carrying out processing activities

in respect of the Customer Personal Data in fulfilment of Dragos's obligations in the Agreement.

"**controller**", "**processing**", "**processor**", and "**supervisory authority**" have the meanings

ascribed to them in Applicable Law.

2. For purposes of this DPA, the parties agree that Customer is the controller and Dragos is the processor of Customer Personal Data.

3. **Processing**. Customer instructs Dragos to process Customer Personal Data to fulfill Dragos's obligations under the Agreement and as documented in the Agreement and this DPA. The subject matter and duration of Processing, nature and purpose of Processing, types of Customer Personal Data that Dragos will Process and categories of Data Subjects whose Customer Personal Data will be Processed are set forth below.

(a) Subject Matter: The subject matter of the processing under this DPA is the Customer Personal Data that Dragos processes on behalf of Customer in performance of the services pursuant to the agreement.

(b)   Duration of Processing: Dragos is deemed to have commenced the respective processing of Customer Personal Data under the Agreement on the effective date of the Agreement and will end such processing upon return or destruction of the Customer Personal Data.

(c)   Nature and Purpose of Processing: The nature and purpose of the processing is the provision of services pursuant to the Agreement.

(d)   Types of Personal Data: Dragos may process those categories of Customer Personal Data that relate to events and devices associated with Customer's Crowdstrike Falcon deployment. These types include, but are not limited to, events related to files, processes, and network connections where such events contain Customer Personal Data.

(e)   Categories of Data Subjects: Dragos will process Customer Personal Data related to Customer's customers, employees, suppliers, or end users.

(f)   Approved Sub Processors. Details of Sub-Processors are made available electronically to Customer at https://dragos.com/partners/crowdstrike/subprocessors.

4.   Customer Responsibilities. Customer will:

(a)   comply with Applicable Law in connection with the processing of Customer Personal Data;

(b)   ensure it has all necessary rights and consents required by Applicable Law to process Customer Personal Data and to disclose Customer Personal Data to Dragos and enable Dragos to process Customer Personal Data as contemplated for the purposes of this DPA and the Agreement;

(c)   be responsible for the provision of a privacy notice containing all information required under Applicable Law to Data Subjects;

(d)   be solely responsible for deciding and determining the following: (i) the subject-matter and extent of Customer Personal Data to be collected and processed, including which Data Subjects' Customer Personal Data should be processed; (ii) the purpose and manner of processing of Customer Personal Data; and (iii) duration or retention of Customer Personal Data;

(e)   be responsible for ensuring that all Customer Personal Data processed by Dragos is accurate and up to date; and

(f)   be responsible for ensuring that all instructions given by it to Dragos in respect of Customer Personal Data will be in accordance with Applicable Law and Dragos shall have no liability where this is not the case.

5.   Dragos Responsibilities. Dragos will:

(a)   only process Customer Personal Data in accordance with Customer's written instructions, which are documented in this DPA and the Agreement, unless otherwise agreed to in writing by the parties or otherwise required by Applicable Law. Where Applicable Law requires Dragos to process Customer Personal Data other than in accordance with Customer's written instructions, Dragos shall notify the Customer of such requirement (unless Applicable Law prohibits such information on important grounds of public interest);

(b)   amend, correct or erase Customer Personal Data at Customer's request unless prohibited by Applicable Law;

(c)   taking into account the nature of the processing, by appropriate technical and organisational measures, provide reasonable assistance to Customer, at Customer's request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Customer Personal Data processed by Dragos;

(d)   pass to Customer any request relating to Customer Personal Data processed by Dragos that is received by Dragos directly from a Data Subject and advise the Data Subject to submit his/her request to Customer, and Customer shall be responsible for handling any such requests;

(e)   taking into account the nature of the processing and the information available to Dragos, at the direction of Customer, cooperate and reasonably assist Customer with respect to compliance with Customer's obligations under Applicable Law with respect to security of processing and, at Customer's expense, (ii) assist in conducting a data protection impact assessment, (iii) assist with prior consultation with a supervisory authority regarding high risk processing and notifications to any supervisory authority and/or (iv) assist with any legally required communications to Data Subjects by Customer in response to a Security Breach, if applicable;

(f)   ensure that its personnel that have access to Customer Personal Data are bound by obligations of confidentiality at least as protective as those imposed on Dragos.

6.   Sub Processors. Customer consents to the disclosure of Customer Personal Data to and the processing of Customer Personal Data by Sub Processors solely in order to fulfil Dragos's obligations under the Agreement. Details of the Sub Processors shall be made available electronically to Customer at https://dragos.com/partners/crowdstrike/subprocessors, which may be updated from time to time. Where required by Applicable Law, Dragos will be responsible for the acts and omissions of its Sub Processors to the same extent that it would be responsible for processing activities under this DPA or the Agreement. Dragos will impose contractual obligations on its Sub Processors that are at least comparable to those obligations imposed on Dragos under this DPA. When Dragos appoints a new Sub Processor, Customer may reasonably object to such appointment within five (5) days after Dragos provides details of the new Sub Processor at https://dragos.com/partners/crowdstrike/subprocessor. Dragos shall be entitled to address the objection through one of the following options at its sole discretion: (a) cease to use the relevant Sub Processor; (b) take steps suggested by the Customer to address the objection; (c) cease to provide the particular services to Customer which involve the relevant Sub Processor where possible. Customer shall reimburse Dragos for all reasonable costs and efforts caused by such objection. Customer acknowledges and agrees that it has no right to audit and inspect a Sub Processor's facilities and/or premises and that Dragos shall not be obliged to include such rights in its agreement with its Sub Processor.

7.   Data Transfers. Customer agrees that Dragos may transfer and process Customer Personal Data outside the European Economic Area, provided that any such transfer of Customer Personal Data will be in accordance with the European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors ("**Model Clauses**") included as an Attachment to this DPA, and the following terms will apply:

(a)   Customer will be referred to as the "Data Exporter" and Dragos will be referred to as the "Data Importer" in such Model Clauses;

(b)   the audits described in Clause 5(f) and Clause 12(2) of the Model Clauses shall be carried out in accordance with Section 10 of this DPA;

(c)   pursuant to Clause 5(h) of the Model Clauses, Dragos may engage new Sub Processors in accordance with Section 6 of this DPA;

(d)   The subprocessor agreements referenced in Clause 5(j) and certification of deletion referenced in Clause 12(1) of the Model Clauses shall be provided only upon Customer's written request;

(e)   details in Section 3 of this DPA will be used to complete Appendix 1 of the Model Clauses;

(f)   Each party's acceptance of the Agreement shall be considered a signature to the Model Clauses;

(g)   if there is any conflict between this DPA or the Agreement and the Model Clauses, the Model Clauses will prevail; and

(h)   if required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Model Clauses as separate documents.

8.   Security Safeguards. Taking into account the nature of the processing, the state of the art, the costs of implementation and the risk of damage to Data Subjects, Dragos shall implement appropriate technical and organisational measures and take the measures that are expressed to be obligations of a processor to ensure a level of security appropriate to protect the Customer Personal Data in accordance with Applicable Law.

9.   Return or Destruction of Personal Data. Either upon request by Customer or when Dragos no longer is required to process Customer Personal Data to fulfill its obligations under the Agreement, Dragos will (a) cease all use of Customer Personal Data; and (b) destroy or return (at Customer's option) all Customer Personal Data and all copies thereof and certify such destruction in writing, except to the extent that Dragos is required under Applicable Law to keep a copy of Customer Personal Data.

10.   Audit. At Customer's reasonable request and with advance written notice, Dragos will use commercially reasonable efforts to make available to Customer such records and information as is necessary to demonstrate its compliance with this DPA with respect to Customer Personal Data and allow Customer or an independent third party to conduct an audit to verify such compliance. Any such audit will be conducted (a) on reasonable advance written notice to Dragos; (b) no more than once per year; (c) during Dragos's standard business hours; and (d) in such a manner to minimize disruption to Dragos's operations. Any information provided by Dragos in connection with such audit must be protected as Dragos's confidential information subject to a separate non-disclosure agreement entered into between Dragos and the recipient of such information before such audit. To request an audit, Customer must submit a detailed audit plan at least 90 days in advance of the proposed audit date describing the proposed scope, duration, and start date of the audit, which the parties will mutually agree upon. Customer will bear the costs of such audit.

11.   Security Breach. In respect of any Security Breach, Dragos shall notify Customer of the Security Breach without undue delay. As the controller, Customer is solely responsible for complying with its notification for Security Breaches under Applicable Law including providing notification to the relevant supervisory authority and Data Subjects (where applicable).

12.   Noncompliance; Remedies. Monetary damages for breach of the obligations in this DPA are subject to the limitation of liability provisions in the Agreement. If Dragos breaches its obligations under this DPA, Customer will have the right to terminate the Agreement solely with respect to the processing of Customer Personal Data without penalty immediately upon notice to Dragos unless otherwise agreed in the

Agreement. Nothing in this DPA excludes or limits Dragos's liability under Applicable Law to Data Subjects.

13.   **Updates**. Dragos may amend this DPA where required to comply with any Applicable Law or where the amendments do not result in a material reduction in the protection of Customer Personal Data and/or do not breach Applicable Law.

ATTACHMENT 1 TO THE DATA PROCESSING ADDENDUM

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Customer.

(the data **exporter**)

And

Name of the data importing organisation: Dragos.

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   '*personal data*', '*special categories of data*', '*process/processing*', '*controller*', '*processor*', '*data subject*' and '*supervisory authority*' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   '*the data exporter*' means the controller who transfers the personal data;

(c)   '*the data importer*' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   '*the subprocessor*' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and

(g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

    (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

    (ii)   any accidental or unauthorised access, and

    (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

        The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law,

in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

ATTACHMENT 1A – APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is: Customer.

Data importer

The data importer is: Dragos.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): As set forth in Section 3 of the DPA.

Categories of data

The personal data transferred concern the following categories of data (please specify): As set forth in Section 3 of the DPA.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify): Not applicable.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): As set forth in Section 3 of the DPA

ATTACHMENT 1B – APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

As set forth in Section 8 of the DPA.