TERMS AND CONDITIONS FOR ALL DRAGOS OFFERINGS ("AGREEMENT")

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (**"CUSTOMER**" OR "**YOU**"), REPRESENTS AND WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. BY EXECUTING THIS AGREEMENT IN WRITING, 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.

Structure and Order of Precedence. The Terms and Conditions for All Dragos Offerings ("**General Terms**") operates as a master agreement and provides the terms under which the Customer may use Dragos's various Offerings. The specific rights applicable to Customer's access or use of specific Offerings are set forth in the relevant Schedule ("**Offering Terms**"). Capitalized terms will have the meaning set forth in Definitions, Schedule 1.

GENERAL TERMS AND CONDITIONS

1. **ORDERS AND STATEMENTS OF WORK**
   1.1. **Orders.** Customer may purchase Offerings by submitting an Order. All Orders for Offerings fully incorporate and are subject to the terms of this Agreement. Dragos will not be obligated to provide any product or services until the applicable Order for those Offerings has been accepted by Dragos. The Subscription Term start date for select Offerings will be set out in the Order.
   1.2. **Customer's Purchase Order.** A purchase order ("**PO**") is a Standard Form 1449 or such other document provided by an authorized entity of the United States Federal Government that has been mutually executed by the parties issued prior to invoicing, Customer shall provide the PO to Dragos in a timely manner;.
   1.3. **Statements of Work.** All Statements of Work fully incorporate and are subject to the terms of this Agreement. Dragos will not be obligated to perform any Services until a SOW describing those Services has been executed by both parties.
   1.4. **Affiliates.** The term "Customer" shall include an Affiliate placing the 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.
   1.5. Any Order for a Customer through a Reseller is subject to, and Dragos's obligations and liabilities to Customer are governed by, this Agreement, with the exception of those set forth in Sections 2 (Fees and Payment) and 3 (Title and Risk of Loss, Delivery, Inspection).
2. **FEES AND PAYMENT**
(NOT APPLICABLE FOR ORDERS SUBMITTED VIA A RESELLER)
   2.1. **Fees.** Customer agrees to pay the fees as set forth in the applicable Order. All prices are in U.S. Dollars.
   2.2. All payments are due within thirty (30) days of issuance of the invoice. Late payment interest is governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.
   2.3. **Taxes.** Dragos shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

2.4. **Renewal Pricing.** Reserved.

3. **TITLE AND RISK OF LOSS, DELIVERY, INSPECTION**

   3.1. Reserved.

   3.2. 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);

4. **PROPRIETARY RIGHTS**

   4.1. 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.

   4.2. 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.

   4.3. 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.

   4.4. **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.

   4.5. **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).

   4.6. 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. Customer represents and warrants that Customer: (i) is legally permitted and authorized to access, and to provide Dragos with access to, the Forwarded Data; (ii) is responsible for deciding if and how Customer uses the Offerings; and (iii) will use the Offerings only in a legal manner. In the event of any breach of this representation and warranty, Dragos may, without prejudice to its other rights, disallow any Forwarded Data or use of an Offering until Customer can show to Dragos's reasonable satisfaction, that any such breach has been cured.

   4.7. **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.

   4.8. **Data.**

      4.8.1. **Aggregated Data.** Customer acknowledges that Dragos will be gathering, compiling and creating Aggregated Data based on Customer's use of the Offerings. For the avoidance of doubt, Aggregated Data is not Customer's confidential information or Customer Data.

      4.8.2. **Data Collection.** Dragos may use Aggregated 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.

4.8.3. **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.

4.8.4. **Security.** Details about the Dragos security program at Dragos may be accessed at www.dragos.com/security-program.

4.9. **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; (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.

5. **CONFIDENTIAL INFORMATION**

5.1. **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, 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, Documentation, Dragos Data embedded on the Appliance shall be deemed Confidential Information of Dragos regardless of marking. Except as specified for Aggregated Data, Customer Data shall be deemed the Confidential Information of Customer, regardless of marking. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. Dragos recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by Dragos.

5.2. 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.

5.3. **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 Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (iv) is independently developed or created by the Receiving Party without use of or access to the Disclosing Party's Confidential Information as evidenced by contemporaneous written records.

5.4. **Survival.** Recipient's obligations under this Section 5 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.

5.5. **Equitable Relief.** Reserved.

6. **REPRESENTATIONS AND WARRANTIES**

6.1. **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.

6.2. **Dragos Warranty.**

6.2.1. **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 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 Customers 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.

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

6.2.3. **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.

6.3. **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 applicable, Customer authorizes Dragos to provide access to and use of the Dragos Offerings and Customer Data to Third Party Providers.

6.4. 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.

6.5. 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.

6.6. 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.

7. 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 OPERATION 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.

THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8. INDEMNIFICATION

8.1. **Infringement Indemnity.** Dragos shall have the right to, 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 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 liability 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2. **Remedies.** If a claim covered under Section 8.1 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 CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND DRAGOS'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

8.3. **Exclusions.** Dragos shall have no obligations under this Section 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.

9. **LIMITATIONS OF LIABILITY**

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING OUT OF: (i) PERSONAL INJURY OR DEATH; (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 8 (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 PRODUCTS OR SERVICES, 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.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

10. **TERM AND TERMINATION**

10.1. **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, Dragos will immediately notify Customer of the use and submit an invoice for any additional charges for adjudication by the Contracting Officer.

10.2. **Termination for Cause.** This Agreement or any Order may be terminated in accordance with FAR 52.233-1 (May 2014).

10.3. **Termination for Convenience.** This Agreement may be terminated in accordance with GSAR 552.238-79 (May 2019)

10.4. **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 10.4; and (iv) for clarity, Customer will pay all previously accrued amounts due to Dragos hereunder in accordance with Section 2. 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.

10.5. **Survival.** This Section 10.5 and Sections 4 (Proprietary Rights), 5 (Confidential Information), 6 (Representations and Warranties), 7 (Disclaimer), 8 (Indemnification), 9 (Limitations of Liability), 10.4 (Effect of Termination) and 15 (Miscellaneous) survive any termination or expiration of this Agreement in accordance with their respective terms.

11. TRADEMARKS

With written permission from the Customer, Dragos may display Customer's company name to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71and may identify Customer as a Dragos customer in a manner that does not suggest Consumer's use or endorsement of any specific Dragos Offering.

12. COMPLIANCE WITH LAWS

12.1. 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.

12.2. 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; (b) a Prohibited Party; or (c) for any purpose prohibited by US Export Control and Sanctions Laws, including nuclear, chemical, or biological weapons proliferation or development of missile technology.

13. U.S. GOVERNMENT END USERS

13.1. **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.

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

14.1. If Customer receives an Offering for evaluation 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 hardware components, Customer will return the hardware 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 value for the applicable Evaluation Offering. Customer acknowledges that title to hardware components of Evaluation Offering remains 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.

14.2. 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.

14.3. 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.

15. MISCELLANEOUS

15.1. **Subcontracting.** Dragos may use subcontractors, vendors and other third-party 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. Dragos's use of subcontractors, vendors and other third-party providers for the provision of its hosting environment, network, hosting infrastructure and certain software development related to Offerings is not subject to Customer's approval.

15.2. **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. Any Order through a Reseller is subject to, and Dragos's obligations and liabilities to Customer are governed by, this Agreement.

15.3. **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.

15.4. **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 you in accordance with Section 15.3. 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 material modification to this agreement by Dragos will become effective until mutually executed and incorporated into the GSA Schedule Contract. 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.

15.5. **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.

15.6. **Governing Law; Jurisdiction.** For U.S. Government Licensees, the validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with U.S. Federal Procurement Law and any disputes that arise under this Agreement will resolved in accordance with the Contracts Disputes Act, 41 U.S.C. chapter 71, as implemented by the Disputes Clause, 48 C.F.R. § 52.233-1.

15.7. **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 in accordance with the provisions of FAR 42.1204.. 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.

15.8. **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.

15.9. **Equitable Relief.** Reserved.

15.10. **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

15.11. **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, during normal business hours, an audit of Customer's facilities, computers and records to confirm Customer's use of an Offering is in compliance with this Agreement, subject to applicable Government security requirements. 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, Dragos shall promptly invoice Customer additional license fees sufficient to cover the unauthorized use revealed by the audit.This does not limit any other remedies that Dragos may have under this Agreement or otherwise.

15.12. **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.

15.13. **No Third-Party Beneficiaries.** Subject to Section 15.7 (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.

15.14. **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.

"**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 Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document..

"**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.

"**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; and (vi) all intellectual property rights in the foregoing.

"**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 Customers 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, hardware, tests, programs, or other tools that Dragos uses in performing Services, which may be specified in the 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 master 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 the commercially-available versions of the Dragos Offering of proprietary software that is made available by Dragos to Customer for installation at Customer's premises or at/on other Customer-controlled environments or systems as specified in the Order, in object code form and any Patch Updates or Catalog Updates thereto. 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.

"**Offerings**" means any product, service, subscription service or training offered by Dragos, including Software and WorldView.

"**Order**" means a mutually executed ordering document including: (i) an accepted quote, purchase order, invoice or another mutually agreed upon order form accepted by Dragos or a Reseller, which sets forth a description of specific Offerings to be purchased or licensed and the Subscription Term, if any; or (ii) an executed Statement of Work.

"**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., U.N., or other countries, in force from time to time, 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 (BIS), the list of statutorily or administratively debarred parties maintained by the Directorate of Defense Trade Controls of the US Department of State, the Consolidated list of persons, groups and entities subject to EU financial sanction, as amended from time to time.

"**Report Deliverable**" means a written report or written assessment prepared by Dragos for Customer pursuant to a Services engagement.

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

"**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.

"**Support**" means Dragos's standard Software support services as described www.dragos.com/software-support-maintenance.

"**Subscription Term**" means the period of time set forth in the applicable Order during which Customer is authorized by Dragos to access and use the Offerings or during which Services will be performed.

"**Term**" means the term of this Agreement as specified in Section 10.1 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: 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. **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.

3. **LOCAL SOFTWARE SUPPORT & MAINTENANCE**

   Dragos agrees to support the proper functioning of the Software during the Subscription Term as set forth at www.dragos.com/software-support-maintenance.

4. **WARRANTY**

   4.1. 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 Customers 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.

   4.2. 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.

   4.3. This agreement does not limit or disclaim any of the warranties specified in the GSA Multiple Award Schedule (MAS) contract under FAR 52.212-4(o). In the event of a breach of warranty, the u.s. government reserves all rights and remedies under the contract, the federal acquisition regulations, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

5. **CUSTOMER REQUIREMENTS & LIMITATIONS**

   5.1. 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.

   5.2. 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 2: 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. **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.

3. **HOSTED SOFTWARE SUPPORT & MAINTENANCE**

   Dragos agrees to support the proper functioning of the Software during the Subscription Term as set forth at www.dragos.com/software-support-maintenance.

4. **WARRANTY AND SERVICE LEVEL**

   4.1. 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.

   4.2. 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. This agreement does not limit or disclaim any of the warranties specified in the GSA Multiple Award Schedule (MAS) contract under FAR 52.212-4(o). In the event of a breach of warranty, the u.s. government reserves all rights and remedies under the contract, the federal acquisition regulations, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

   4.3. **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.

   4.4. **SERVICE LEVEL OBJECTIVES DEFINITIONS**

      4.4.1. "**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.

      4.4.2. "**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.

      4.4.3. "**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 such month, and thereafter dividing the difference so obtained by the Total Monthly Time during such month. NOTE: "**Total Monthly Time**" is deemed to include all minutes in the relevant calendar month during a Subscription Term.

      4.4.4. "**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.

5. CUSTOMER REQUIREMENTS & LIMITATIONS

5.1. 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.

5.2. Customer is solely responsible for any materials or conditions required to meet the minimum technical requirements set forth in the Documentation 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.

6. MISCELLANEOUS

6.1. **Suspension.** Notwithstanding anything to the contrary in the Agreement, Dragos may temporarily suspend Customer's and/or 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 3: 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 Subscription Term will be designated in the 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, you 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. DRAGOS RESERVES THE RIGHT TO MODIFY THE WORLDVIEW OFFERING AT ANY TIME. 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. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

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 you access or communicate 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 given SOW.

SCHEDULE 4: 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. Services will commence on a mutually agreed upon date as set forth in an Order.

   1.2. Fees may be based on a time and materials or fixed fee basis as specified in the SOW.

   1.3. The ability of Dragos to render Services outside of the United States may be limited for security, export control, and visa or immigration reasons, as well as country-specific travel restrictions. Certain destinations will be limited to remote Services only. The location of the Services will be set forth in the applicable SOW.

2. **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 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. This agreement does not limit or disclaim any of the warranties specified in the GSA Multiple Award Schedule (MAS) contract under FAR 52.212-4(o). In the event of a breach of warranty, the u.s. government reserves all rights and remedies under the contract, the federal acquisition regulations, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

3. **OWNERSHIP**

   3.1. 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.

   3.2. 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 Technology or Dragos Data ("**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 15.7 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.

   3.3. 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. **SERVICES TEAM**

   4.1. 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.

   4.2. 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. Any additional checks will be negotiated at the order level.

   4.3. 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.

5. **CUSTOMER RESPONSIBILITIES**

   5.1. 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.

   5.2. 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

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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.

6. **LITIGATION SUPPORT AND EXPENSES**

   6.1. Dragos does not offer litigation support as a professional service.

   6.2. 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, Dragos will submit to Customer an invoice for any time and expenses (including without limitation reasonable external and internal legal costs) incurred to respond to the request for adjudication by the Contracting Officer, 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 service or server 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.

2. **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 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 every vulnerability in its systems will be identified during the test.

C. 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**").

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 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.

   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,

   2.3.

   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.