

## DRAGOS OFFERING DESCRIPTIONS

The following Offering Descriptions apply to the specific Offerings below, and, when Customer orders such Offerings, supplement and are incorporated into the Dragos Terms and Conditions for All Offerings available at: [www.dragos.com/end-user-terms-conditions](http://www.dragos.com/end-user-terms-conditions) or other written, mutually-executed agreement entered between Customer and Dragos intended to apply to the Offerings (the “**Agreement**”). In the event of conflict between the Agreement and an Offering Description, the Offering Description will govern with respect to that Offering. Capitalized terms used and not defined in the Offering Descriptions have the meanings given to them in the Agreement.

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## DRAGOS PLATFORM

### About

The Dragos Platform is an operational technology (“**OT**”) cybersecurity platform powered by Dragos software that identifies OT assets, monitors networks, detects threats and vulnerabilities, and provides step-by-step guidance to address emerging challenges. Centralized management and reporting capabilities across sites or organizations supports uptime and productivity in industrial environments.

The Dragos Platform supports flexible deployment options—virtual, on-premises, or cloud-based—for unique environments. The Dragos Platform may be deployed on-premises (“**Local Software**”) or accessed via cloud-based options (“**Hosted Software**”). Virtual options are available as either Local or Hosted Software.

### Local Software

#### Ordering & Subscription

Dragos will deliver the Local Software to the location set forth in the applicable Order or by making it available for download on the Dragos Portal. Delivery will be deemed complete and Local Software accepted upon receipt by Customer or when made available for download (“**Delivery**”). Dragos licenses Local Software on a subscription basis as set forth in an Order. The Order will set the Subscription start date and duration, and renewals will be based on the initial Subscription’s end date.

#### License

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.

#### Support

Dragos will support the proper functioning of Local Software during the Subscription Term in accordance with the Support terms available at: [www.dragos.com/software-support-maintenance](http://www.dragos.com/software-support-maintenance). Dragos provides Essential Support during the Subscription Term as part of the Local Software license fee. Standard and Enhanced Support are available for an additional fee.

## Updates & Upgrades

During the Subscription Term, Dragos will make Local Software updates and upgrades available on the Dragos Portal in accordance with the Documentation. Customers are solely responsible for the installation and implementation of any such updates and upgrades in their own environment.

## Warranty

Dragos warrants that Local Software, as delivered, will perform substantially in accordance with the applicable Documentation for a period of 60 days from the Delivery date. If the Local Software does not conform to the above warranty, Dragos's entire liability and Customer's sole remedy shall be for Dragos at Dragos's option to: (i) use its reasonable efforts to correct any error confirmed by Dragos; (ii) repair or replace the non-conforming Local Software with conforming Software; or (iii) refund to Customer the fees paid for same.

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 releases 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.

## Customer Requirements & Limitations

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. 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.

## Hosted Software

### Ordering & Subscription

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**"). Dragos licenses Hosted Software on a subscription basis as set forth in an Order. The Order will set the Subscription start date and duration, and renewals will be based on the initial Subscription's end date.

### Access & 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, non-sublicensable, revocable right to access and use the Hosted Software for Customer's internal use.

### Support

Dragos will support the proper functioning of Hosted Software during the Subscription Term in accordance with the Support terms available at: [www.dragos.com/software-support-maintenance](http://www.dragos.com/software-support-maintenance). Dragos provides Essential Support during the Subscription Term as part of the Hosted Software license fee. Standard and Enhanced Support are available for an additional fee.

## Updates & Upgrades

During the Subscription Term, Dragos will make Hosted Software updates and upgrades available on the Dragos Portal and will automatically install and implement such update and upgrades in accordance with the Documentation.

## Warranty & Service Level

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.

Dragos’s warranty shall not extend to errors or disruptions in service that result from: (i) use of Hosted Software other than in accordance with the Documentation; (ii) any alterations of or additions to the Hosted Software performed by parties other than Dragos or its authorized suppliers; (iii) use of the Hosted Software in a manner for which they were not designed or outside of the scope of the 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.

Customer must report Unscheduled Downtime by emailing Dragos at [support@dragos.com](mailto: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.

## Customer Requirements

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. Additionally, Customer will be automatically enrolled in Neighborhood Keeper to benefit from Neighborhood Keeper participation. Customer may specifically decline to participate in Neighborhood Keeper by submitting written notice to Dragos. Customer is solely responsible for any materials or conditions required to meet the minimum technical requirements in order to operate the Hosted Software, and for ensuring the continued compatibility of the Hosted Software within its own operating environment. Customer shall use all reasonable efforts to resolve any issues associated with operation of the Hosted Software within its operating environment. Dragos will have no liability under this Agreement for any damages arising, in whole or in part, from Customer’s non-compliance with the minimum technical requirements.

## OT Watch + OT Watch Complete

### About

OT Watch is a strategic, persistent threat hunting solution. It is designed with the goal of finding adversaries on Dragos Platform subscriber networks. The Dragos Platform enables this solution by providing access and visibility into industrial control system (“ICS”)/OT environments, and OT Watch industrial threat hunters leverage their domain expertise to uncover threats.

OT Watch Complete includes everything in OT Watch and extends beyond threat hunting to take advantage of the full use-cases of the Dragos Platform essentially acting as Customer’s Dragos Platform operators. This includes tuning and optimization, 24/7 managed monitoring and alert triage, asset visibility and rogue device identification, vulnerability management, ongoing security hardening recommendations, and the ability for Customer to interact directly with the OT Watch experts to gain operational guidance.

## Ordering & Subscription

Dragos will provide access to OT Watch and/or OT Watch Complete (“**OT Watch Offerings**”) as set forth in the applicable Order. OT Watch Offerings are add-on modules of the Dragos Platform. Exclusively available to Dragos Platform subscribers, Subscription Terms for OT Watch Offerings will match the Subscription Term of the Dragos Platform that facilitates access to OT Watch Offerings.

## Access & Use

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

## Support

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

## No Warranty

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

## Customer Requirements

Customer must have a valid current Subscription to either Local or Hosted Software. Additionally, if Customer is not already an active participant in Neighborhood Keeper, Customer will be automatically enrolled to benefit from Neighborhood Keeper participation. Customer may specifically decline to participate in Neighborhood Keeper by submitting written notice to Dragos. Customer must meet the additional requirements for OT Watch Offerings as set forth below.

By accessing and using OT Watch Offerings, Customer confirms it has the necessary permissions for Dragos to provide the Offering. Customer will allow Dragos to access and process all necessary Customer Data necessary for OT Watch Offerings and Neighborhood Keeper including analyzing data ingested in the Dragos Platform. Dragos can connect to Customer's network, archive, and keep all data captured, including any malware and metadata Customer or their partners provide. Customer represents that this data access and processing comply with laws and third-party obligations.

## Neighborhood Keeper

### About

Neighborhood Keeper is a collaborative threat detection and intelligence platform that provides ICS threat analytics and data to the greater ICS community. Neighborhood Keeper is a free add-on available to Dragos Software subscribers which provides relevant analytic alerts or be made aware of threats in Customer’s environment. Customer must have a valid current Subscription to the Dragos Platform to opt-in to the Neighborhood Keeper program. Dragos will provide access to Neighborhood Keeper as set forth in an Order and the Subscription Term will match the Subscription Term of the active Software Subscription Term that facilitates access to Neighborhood Keeper. Subscribing to Neighborhood Keeper requires Customer to transmit base telemetry data as described in the Neighborhood Keeper Program documentation.

No personal, sensitive or Customer-identifiable data is transmitted to the Neighborhood Keeper Analytics Framework. Customer’s base telemetry data is de-identified and pseudonymized before the data is uploaded to the Neighborhood Keeper Analytics Framework, with the only key capable of identifying the Customer being under the exclusive control of Customer. To provide access to Neighborhood Keeper, Dragos receives the identity of participants and authorized users.

Participants will not receive specific alerts or outputs from other participants’ platforms. Certain analytics in Neighborhood Keeper may aggregate and summarize threat behavior across industry sector, technology vendor type or asset type for distribution to all participants.

## Ordering & Subscription

Dragos will provide access to Neighborhood Keeper as set forth in the applicable Order. Unless otherwise agreed to in writing by Dragos, the Subscription Term will be the Subscription Term of the active Software Subscription Term that facilitates access to Neighborhood Keeper.

## Access & Use

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

## No Warranty

THE NEIGHBORHOOD KEEPER OFFERING IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING

WHETHER CUSTOMER’S EXERCISE OF THE RIGHTS GRANTED UNDER THE AGREEMENT COMPLIES WITH APPLICABLE LAWS.

### **Participant Restrictions**

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

### **Request for Assistance**

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

## **Dragos Agent**

### **About**

The Dragos Agent is a free optional feature of the Dragos Platform that includes active collection functionality to address scenarios when deploying a passive sensor would not be feasible or effective. The Dragos Agent software is centrally managed through the Dragos Platform interface and allows an organization to align Dragos Agent use with operations considerations and their own organization’s risk tolerance. With the introduction of the Dragos Agent, Customer gains optional active querying capabilities across various OT protocols, enabling retrieval of detailed asset attributes such as OS versions, firmware levels, patch statuses, and module relationships. This enriched data creates or updates entries within the asset inventory and supports comprehensive vulnerability mapping.

### **Ordering**

Customer will have the ability to enable the Dragos Agent through the Dragos Platform.

### **No Warranty**

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

### **Disclaimer**

**WARNING: THE USE OF THE DRAGOS AGENT IN OT/ICS ENVIRONMENTS RISKS LOSS OF VIEW OR LOSS OF CONTROL OF DEVICES. USERS MUST EVALUATE THIS RISK IN THEIR ENVIRONMENTS WHEN PERFORMING ACTIVE COLLECTION. DRAGOS RECOMMENDS THAT THE DRAGOS AGENT SHOULD ONLY BE USED AFTER COORDINATION WITH OPERATIONS AND WHEN POSSIBLE, DURING LOW-RISK TIMES SUCH AS MAINTENANCE AND ASSESSMENT PERIODS. USE OF THE DRAGOS AGENT IN PRODUCTION ENVIRONMENTS IS ENTIRELY AT YOUR OWN RISK AND DRAGOS DISCLAIMS ALL LIABILITY FOR ANY RESULTING DAMAGES.**

# DRAGOS WORLDVIEW THREAT INTELLIGENCE

## About

Dragos WorldView Threat Intelligence (“**WorldView**”) is an annual subscription service that delivers actionable analyst-driven cyber research and reports on adversary threats, malware, and vulnerabilities impacting industrial sectors.

WorldView Offerings are based on a thorough analysis of sources available at the time. Opinions reflect Dragos's judgment and may change. As a result, Dragos cannot guarantee accuracy in WorldView reporting and is not responsible for acts or omissions taken in reliance on the information made available through WorldView.

## Ordering & Subscription

Dragos will provide access to WorldView Offering(s) as set forth in the applicable Order. Delivery will be deemed complete when access to a WorldView Offering is made available. The initial Subscription Term shall commence upon the date of the applicable Order and shall continue for the duration specified in the quote. The Renewal Term shall commence upon the day after the initial Subscription Term expires and shall continue for the duration specified in the Order.

## Access & 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, non-sublicensable, revocable right to access and use a WorldView Offering, through the Dragos Portal, for Customer’s internal use unless additional rights are agreed on and provided for in an Order or the Documentation.

To access WorldView through the Dragos Portal, Customer must have a Dragos account associated with a valid Customer email address. Only one account per email address may be created. Unless otherwise indicated in an Order, Customer may only appoint up to the number of Authorized Users of the Intelligence Portal permitted for a WorldView Offering as set forth in the Documentation at any time. Dragos may implement restrictions on the number of requests within a given period of time.

## 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 OFFERINGS AND SHALL PROVIDE THE WORLDVIEW OFFERINGS IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. THE FOREGOING WARRANTIES ARE PROVIDED IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS, OR ADEQUACY OF INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE EXERCISE OF THE RIGHTS GRANTED TO CUSTOMER UNDER THE AGREEMENT 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.

## Customer 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 a WorldView 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](http://www.dragos.com/API-terms)); (iii) share, publish or otherwise release to any third party any information accessed through a WorldView Offering; or (iv) damage, disable, overburden, or impair the Dragos Portal or interfere with any other party’s use and enjoyment of the Dragos Portal



## WorldView Concierge

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

## WorldView Premium RFI Program

The WorldView Premium RFI Program is a WorldView add-on allowing a Customer to purchase credits in order to make requests for intelligence (“**RFI**”). RFIs provide Customers help with identifying, analyzing and/or responding to items related to threat intelligence. RFI outputs and deliverables are described in the Documentation.

## NP-VIEW

### About

NP-View is a network visualization platform for OT networks that enables security teams to rapidly identify network configurations, assess risks, and maintain compliance.

### Ordering & Subscription

Dragos will deliver the NP-View Software to the location set forth in the applicable Order or shall deliver the NP-View Software by making it available for downloading on the Dragos Portal. Delivery will be deemed complete and NP-View Software accepted upon receipt by Customer or when made available for download. The initial Subscription Term shall commence as described on the applicable Order and shall continue for the duration specified in the quote. The Renewal Term shall commence upon the day after the initial Subscription Term expires and shall continue for the duration specified in the quote, contingent upon receipt of a Purchase Order.

### License

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 NP-View Software and to use the Documentation in connection with such NP-View Software for Customer’s internal use.

### Support

Dragos will support the proper functioning of the NP-View Software during the Subscription Term in accordance with the Documentation. Dragos provides Essential Support during the Subscription Term as part of the NP-View Software license fee. Standard Support is available for an additional fee.

### Warranty

Dragos warrants that NP-View Software, as delivered, will perform substantially in accordance with the applicable Documentation for a period of 60 days from the Delivery date. If the NP-View Software does not conform to the above warranty, Dragos’s entire liability and Customer’s sole remedy shall be for Dragos at Dragos’s option to: (i) use its reasonable efforts to correct any error confirmed by Dragos; (ii) repair or replace the non-conforming NP-View Software with conforming Software; or (iii) refund to Customer the fees paid for same.

Dragos’s warranty shall not extend to errors or disruptions in service that result from: (i) use of the NP-View Software other than in accordance with the Documentation; (ii) any alterations of or additions to the NP-View Software performed by parties other than Dragos or its authorized suppliers; (iii) use of the NP-View Software in a manner for which they were not designed or outside of the scope of the Agreement with Dragos; (iv) Customer’s failure to implement any patch releases that are made available by Dragos; (v) accident, negligence, or misuse of the NP-View Software by any party other than Dragos; (vi) combination of the NP-View 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.

## Customer Requirements & Limitations

Customer shall provide Dragos with all information and access reasonably required by Dragos to configure the NP-View Software. Customer's failure to: (i) provide the information reasonably necessary for Dragos to configure the NP-View Software, or (ii) provide the connectivity and materials required for its use of the NP-View Software shall not delay the start of the Subscription Term.

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 NP-View Software, and for ensuring the continued compatibility of the NP-View 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.

## APPLIANCES

### About

Dragos offers Appliances, which are Dragos-supplied hardware devices, including sensors and other devices onto which the Software may be pre-installed as specified in an Order.

### Warranty

Dragos warrants that an Appliance, as delivered, will perform substantially in accordance with and for the period provided in the applicable Documentation, provided that Customer has an active Software subscription for Software that is embedded, available, or in communication with that Appliance. Any non-conformities will be resolved in accordance with the applicable Documentation. Compatibility and versioning for an Appliances is provided in the applicable Documentation.

## DRAGOS SERVICES

### About

Dragos will provide Services as set forth in the applicable Order and as described in the Dragos Professional Services Catalog detailing the scope of the Services.

### Rapid Response Services

Dragos has a global team of Incident Responders available 24/7, year-round. This team has decades of experience in OT cybersecurity crisis management and is equipped to triage, investigate, analyze and respond to suspected incidents or intrusions within the OT environment. Rapid Response Services are available on a non-refundable pre-paid basis ("**Retainer**") which includes previously agreed-upon terms, committed Response Times for sites with the Dragos Platform deployed, and access to all Services offered by Dragos. Rapid Response Services are also available on a standalone reactive basis for any organization that contacts the Dragos Rapid Response Hotline. Standalone Rapid Response Services will be charged at the then-current hourly rate for a responder along with any incidental expenses incurred in provided the service, and will require the acceptance of the standard Dragos terms and conditions to facilitate an efficient response effort. Additional details about Rapid Response Services are available in the Professional Services Catalog.

### Proactive Services

Dragos offers a wide range of Proactive Services that focus on various aspects and disciplines of OT cybersecurity maturity. Ranging from basic network security to simulated adversarial attacks, Proactive Services can help Customers understand common threat scenarios, identify risks, strengthen network defenses, protect crown jewel assets, implement effective threat detection capabilities and remediate vulnerabilities. Proactive Services also include advice about industry best practices, building a robust OT cybersecurity program and developing a long-term OT cybersecurity investment strategy. Additional details about Proactive Services are available in the Professional Services Catalog.

### OT Architecture Review Suite

Evaluates various aspects of OT cybersecurity maturity, focusing on protection, detection, and response capabilities. Involves extensive analysis of network architecture, assets, protocols using the Dragos Platform to provide tactical and strategic recommendations for strengthening security posture and protecting critical industrial control systems.



## **Compromise Assessment**

Leverages the Dragos Platform to inspect network traffic samples within the OT environment at a single Customer location. At the conclusion of the assessment, Dragos will provide a final report based on analysis of data observed.

## **Architecture Review**

Develops a preliminary understanding of the existing network and security posture at a single Customer location in relation to protection, detection, and response capabilities. Includes documentation review and staff interviews to provide prioritized tactical and strategic recommendations for defending critical industrial control systems.

## **OT Cybersecurity Assessment**

Takes a wholistic view of the protection, detection, and response capabilities at a single Customer location as they relate to the people, processes and technologies that make up an effective OT cybersecurity program. Involves documentation review and staff interviews to provide prioritized recommendations for strengthening the organization's ability to defend critical industrial control systems.

## **Cybersecurity Architecture Design Review – Specific to TSA Security Directive**

Focuses on verifying and validating OT network traffic, topology, and segmentation at a single Customer location. Includes technical analysis, documentation review, and staff interviews to provide prioritized recommendations for mitigating identified cybersecurity vulnerabilities related to network design, configuration, and inter-connectivity to internal and external systems.

## **Red Team Services**

Identifies devices, applications, and network interfaces that could allow unauthorized access to critical OT/ICS assets. By leveraging and simulating real-world attack scenarios using known tactics, techniques, and procedures, Dragos experts demonstrate how adversaries can move through the OT environment, escalate domain privileges, exploit vulnerabilities, and gain control of critical devices and processes.

## **Network Vulnerability Assessment**

Identifies vulnerabilities in industrial networks and prioritizes recommendations based on potential system impact. The assessment focuses on vulnerability identification without the need for exploitation, providing a holistic and collaborative look at the vulnerabilities present in Customer's OT environment.

## **Network Penetration Test**

Involves direct interaction with and examination of the targeted system to identify and actively exploit vulnerabilities in OT environments. The tests aim to show possible attacks and security control efficacy based on initial test conditions, documenting exploitation successes and failures with a full timeline of events.

## **Threat Readiness Assessments**

Structured and collaborative exercises to identify and discuss credible threat scenarios for prioritizing investment and developing an effective OT cybersecurity program. The workshops include real-world incident discussions, scenario selection, analysis, and identification of data collection requirements for detection and response.

## **Incident Response Services – only available to Retainer Customers**

### *Incident Response Plan Workshops*

Collaborative sessions focused on creating or modifying OT-specific incident response plans. These workshops may include developing playbooks or runbooks, assessing key plan workflows, prioritizing responses for critical systems, and aligning the incident response plan with the current cyber threat landscape.

### *Cyber Drills and Tabletop Exercises*

Simulate cybersecurity drills tailored to test an organization's OT incident response capabilities. Available in standard and custom formats, these exercises enhance communication, coordination, and preparedness against cyber threats like ransomware, insider threats, and supply chain attacks.

## Resident Engineer Services

Dragos offers the services of an engineer dedicated to Customer to perform services related to the Dragos Platform as set forth in a program description or Order (“**Resident Engineer**”). Customer must have a valid current Subscription to either Local or Hosted Software to purchase Resident Engineer Services. Resident Engineers are employees of Dragos and independent consultants to Customer. Dragos agrees to be responsible, and indemnify Customer, for any liability related to claims arising from compensation, benefits, or withholding obligations relating to the Resident Engineer’s employment by Dragos. Additional details about Resident Engineer Services are available in the Documentation or applicable Order.

## Dragos Academy & Training

Dragos’s instructor-led training provides hands-on, in-depth education for practitioners and industrial operators looking to expand their knowledge of ICS/OT cybersecurity. Available to Customers and Partners, live instructor-led training sessions offer expert instruction, a continuously developed curriculum, and immersive lab environments. Additional details about Dragos Academy and Training are available in the Professional Services Catalog.

## General Services Terms

### Ordering

Dragos may provide Services listed in the Professional Services Catalog pursuant to an Order. The order of precedence is as follows: (1) the Agreement, (2) the Order, and (3) the Services Catalog.

### Warranty

Dragos warrants that Services shall be performed in a professional manner by personnel with qualifications suitable for the Services. Customer has 30 days after the conclusion of Services to inform Dragos of any errors in the applicable report deliverables. Dragos will then work with Customer to correct any errors or provide a refund for the affected portion if the errors cannot be fixed.

### Report Deliverables

While not “works for hire,” upon full payment, Customer will own all report deliverables specified in any Order. If the report deliverable includes any Dragos Materials Dragos will grant Customer a perpetual, non-transferable, non-exclusive license to use the Dragos Materials solely as a part of the report deliverables or other artifact for internal use.

### Services Team

Dragos personnel who will perform Services at any onsite premises will, as permitted by law, have undergone background checks and drug testing per Dragos’s policies. Dragos will, upon request, attest that such background check and drug testing has been performed. If any assigned personnel need to be replaced, Dragos will select another qualified employee or subcontractor.

### Customer Responsibilities

To enable Dragos to perform the Services, Customer will promptly cooperate with and assist Dragos during the performance of the Services. Assistance may include making available all technical data, computer facilities, programs, files, documentation, test data, sample output, or anything reasonably needed by Dragos to perform the Services in the relevant Order.

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

All Services, unless otherwise stated, follow a common methodology and include a base set of assumptions and requirements to ensure success.

Customer is solely responsible for determining its own obligations to comply with local, state and federal laws and regulations. Dragos will not assess nor express any opinion as to whether a suspected or confirmed intrusion creates any compliance and/or legal obligations for Customer.

## **Dragos Platform Enabled Services**

Many of the Services require the Dragos Platform to be deployed in a live OT environment. Sites where the Dragos Platform is not deployed are eligible to have the Dragos Platform deployed FREE OF CHARGE to complete a Services engagement. If Customer uses the Dragos Platform in connection with Dragos's provision of Services, all such trial use shall be subject to the Dragos Terms and Conditions for Offerings Provided Free of Charge found here: [www.dragos.com/freeofferings-terms-conditions](http://www.dragos.com/freeofferings-terms-conditions). At the end of the engagement, Customer may elect to (i) purchase the Dragos Platform from Dragos or (ii) return or destroy the Dragos Platform at the direction and cost of Dragos.

If at any time PCAPs are used during an assessment, Customer accepts that the results of the assessment will be limited to the duration and amount of traffic observed in the PCAP. The total file size of each network packet capture file should not exceed 30GB.

## **Onsite Services Engagements**

Services engagements can be performed remotely or onsite as described in the Professional Services Catalog. If onsite, Dragos should not have unescorted access to Customer's premises or access to any Personal Data. If such access becomes necessary, the Parties will amend the relevant Order with any additional agreed upon security procedures. The ability of Dragos to provide Services outside of the United States may be limited due to security concerns, export or import controls, immigration restrictions, or country-specific travel restrictions.

Dragos will make reasonable efforts to provide on-site Services when requested. If a Services engagement is performed onsite, Customer agrees to provide to Dragos all relevant information necessary to successfully complete the engagement. This may include required personal protective equipment; safety awareness training; escorted access to the site, physical network, industrial devices, etc. Dragos will comply with any reasonable restrictions for access to the site, provided that such restrictions do not unreasonably inhibit Dragos's ability to provide the Services in which case Dragos may decline to provide the Services.

## **Travel & Expenses**

Dragos will charge for actual and reasonable travel and business-related expenses that Dragos incurs in performing onsite Services. Copies of receipts may be provided upon request. Additional details about travel and expenses are available in the Professional Services Catalog.

## **Change Management**

Any change to the scope of Services will be mutually agreed by the Parties and documented on a change request form or made pursuant to any change request or change order process agreed upon by the Parties. The change request form will include the overall impact to schedule, timeline, report deliverables, resources and/or fees associated with the agreed to change in scope.

## **Privileged Services Engagements**

Customer may request in writing that any Service provided under the Retainer be conducted under privilege and at the advice of their legal counsel.

## **Data Retention**

All Customer Data collected during a Services engagement will be purged and permanently deleted from all Dragos systems within 28 calendar days from completion of the engagement.

# **GENERAL OFFERING TERMS**

## **Customer Data**

Customer grants Dragos and its Affiliates a worldwide, non-exclusive license to use, host, copy, transmit, modify, display, perform and make derivative works of the Customer Data in connection with Dragos's provision, operation, maintenance and improvement of the Offerings.

Certain Offerings may operate by (i) transferring certain portions of Customer Data to Dragos owned or controlled servers in the United States or other countries where Dragos has Affiliates and/or (ii) providing access to Customer Data to Dragos personnel in the United States or other countries where Dragos has personnel. In addition, specific Offerings such as OT Watch or Neighborhood Keeper may require Customer's written consent to provide additional Customer Data to Dragos for processing

## Dragos Data

Dragos may use Dragos Data for purposes including but not limited to: (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 Offerings (including the creation of Aggregated Data); and (iv) any other purposes consistent with applicable Laws. For the avoidance of doubt, Dragos Data is not Customer Data.

## Dragos Portal

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

## Suspension

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

## Definitions

**Appliance:** Dragos-supplied hardware devices, including sensors and any devices onto which the Software may be pre-installed as specified in an Order.

**Documentation:** Dragos's standard 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 Agent:** A free optional feature of the Dragos Platform that includes active collection functionality to address scenarios when deploying a passive sensor would not be feasible or effective.

**Dragos Platform:** Software that passively identifies industrial control systems network assets and potential threats, and provides step-by-step guidance to investigate incidents and respond.

**Dragos Portal:** The password-protected website where Offerings, Documentation, and other information may be accessed.

**Hosted Software:** Dragos's commercially available, internet-delivered, cloud-hosted software-as-a-service Offerings.

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

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

**Neighborhood Keeper Data:** All data that is transmitted to the Neighborhood Keeper from any source which may include Aggregated Data.

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

**NP-View:** Software that is a network visualization platform for OT networks.

**OT Watch:** An add-on module of the Dragos Platform that is a strategic, persistent threat hunting solution designed with the goal of finding adversaries on Dragos Platform subscriber networks.

**OT Watch Complete:** An add-on module of the Dragos Platform that includes everything in OT Watch and extends beyond threat hunting to take advantage of the full use-cases of the Dragos Platform essentially acting as Customer's Dragos Platform operators.

**Scheduled Downtime:** 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.

**Services:** Any professional services performed by Dragos for Customer pursuant to an Order, which may include incident response, architecture assessments, vulnerability assessments, tabletop exercises, threat hunting, penetration testing or readiness assessments.

**Software:** Dragos's proprietary Local Software or Hosted Software.

**Support:** Dragos's Software support services as described [www.dragos.com/software-support-maintenance](http://www.dragos.com/software-support-maintenance).

**System Uptime:** 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.

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

**Total Monthly Time:** Deemed to include all minutes in the relevant calendar month during a Subscription Term.

**Unscheduled Downtime:** 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.

**WorldView or Dragos WorldView Threat Intelligence:** An annual subscription service that delivers actionable analyst-driven cyber research and reports on adversary threats, malware, and vulnerabilities impacting industrial sectors.