



DRAGOS THREAT INTELLIGENCE OR WORLDVIEW TERMS & CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING WORLDVIEW. THE TERMS AND CONDITIONS FOR DRAGOS THREAT INTELLIGENCE OR WORLDVIEW (THE “AGREEMENT”) WILL CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND DRAGOS, INC. (“DRAGOS”) GOVERNING YOUR USE AND ACCESS TO DRAGOS THREAT INTELLIGENCE OR WORLDVIEW, A SUBSCRIPTION-BASED COLLECTION OF REPORTS AND WEBINARS THAT PROVIDE INFORMATION ABOUT THREAT ACTIVITY GROUPS TARGETING ICS ENVIRONMENTS GLOBALLY (“WORLDVIEW”), UNLESS THE PARTIES HAVE ENTERED INTO A WRITTEN, MUTUALLY EXECUTED AGREEMENT INTENDED TO APPLY TO THIS SPECIFIC TRANSACTION.

YOUR USE OF WORLDVIEW IS SUBJECT TO, AND CONDITIONED UPON YOUR ACCEPTANCE OF, THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON OR OTHERWISE ACCESSING OR USING WORLDVIEW OR ANY ASPECT THEREOF, YOU ARE AGREEING TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF OR AT THE REQUEST OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THIS AGREEMENT AND, IN SUCH EVENT, “YOU” AND “YOUR” AND “CUSTOMER” WILL REFER TO THAT COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT HAVE THIS AUTHORITY, OR YOU DO NOT AGREE TO, OR CANNOT COMPLY WITH, ALL THE TERMS, THEN YOU MAY NOT ACCESS OR USE WORLDVIEW.

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.

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

Dragos Portal means the password-protected website where Customers may access Confidential Information in connection with the license or use of certain Dragos offerings, including WorldView.

Laws means 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.

Order means (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.

Subscription Term means the period of time set forth in the applicable Order during which Customer is authorized by Dragos to access and use WorldView.

2. 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”).

3. SUBSCRIPTION TERM.

The Subscription Term will be designated in the Order. In the event the Subscription Term for WorldView has lapsed, continued use or access of WorldView will constitute authorization of a one-year renewal term subject to the terms and conditions of the Agreement and at the then-current standard pricing for WorldView.

4. ACCESS AND USE

- 4.1. **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. 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.

- 4.2. **User Limitations.** Unless otherwise indicated in an Order, Customer may appoint up to ten (10) Authorized Users of WorldView. Dragos may implement restrictions on the number of requests within a given period of time.

5. 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 AND SHALL PROVIDE THE WORLDVIEW IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. THE FOREGOING WARRANTIES ARE PROVIDED IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS, OR ADEQUACY OF INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE EXERCISE OF THE RIGHTS GRANTED TO CUSTOMER UNDER THIS SCHEDULE COMPLIES WITH APPLICABLE LAWS. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL ACTS AND OMISSIONS TAKEN IN RELIANCE ON THIS INFORMATION, AND DRAGOS WILL NOT HAVE ANY LIABILITY FOR ANY SUCH ACTS OR OMISSIONS.

6. RESTRICTIONS.

Except as expressly authorized under this Agreement, you will not (and will not allow any other person or entity to): (i) access the Dragos Portal or WorldView by any means other than through the interface that is provided or approved by Dragos; (ii) collect any information from or through WorldView using any automated means, including without limitation any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from WorldView 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 the Dragos Portal or WorldView or otherwise make the functionality of or data from WorldView available to any third party through any means; (iv) damage, disable, overburden, or impair the Dragos Portal or interfere with any other party's use and enjoyment of the Dragos Portal; (v) reproduce, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of WorldView; (vi) rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise transfer or make available WorldView to any third party; (viii) reverse engineer, disassemble, decompile, decode, or adapt WorldView, or otherwise attempt to derive or gain access to the source code of any software used by Dragos in providing WorldView, in whole or in part; (ix) bypass or breach any security device or protection used for or contained in the Dragos Portal or WorldView or allow unauthorized access to either; (x) 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; (xi) alter, remove or obscure any copyright notices, trademark notices, or other proprietary or confidentiality notices that are: (a) placed or embedded in or on WorldView or (b) displayed when WorldView is open; (xii) use WorldView 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 Laws; (xiii) use WorldView 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; (xiv) use WorldView in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Agreement.

7. PROPRIETARY RIGHTS.

WorldView is the property of Dragos, its Affiliates or its licensors and is protected by copyright and other intellectual property laws. WorldView 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. All of Customer's right to use the WorldView

are expressly stated herein; there are no implied rights, and Dragos reserves all rights not expressly granted to Customer.

8. UPDATES AND REVISIONS TO THE 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 or its contents, including WorldView. 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. The Dragos Portal is governed by separate terms and conditions.

9. 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 statement of work

10. EXPORT CONTROL RESTRICTIONS.

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

11. TERM AND TERMINATION.

You may terminate this Agreement at any time by ceasing your use of WorldView. Dragos may immediately terminate this Agreement at any time and without notice if you breach any term or condition of this Agreement. Dragos will not be liable for any costs, expenses or damages you incur as a result of its termination of this Agreement. Upon any termination of this Agreement, you will immediately cease all access to and use of WorldView, and promptly destroy any software components and documentation associated with WorldView in your possession or control.

12. LIMITATION OF LIABILITY.

IN NO EVENT WILL DRAGOS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF WORLDVIEW, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT DRAGOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. DRAGOS'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00) OR THE AMOUNTS YOU PAID TO DRAGOS FOR WORLDVIEW IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY (EXCLUDING AMOUNTS PAID UNDER ANY OTHER AGREEMENTS). THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. INDEMNITY.

You will defend, indemnify, and hold Dragos harmless from and against any liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs), as incurred, arising out of or in any way connected to: (i) your access to and use of WorldView, including any information, data or content that you transmit or make available through WorldView; or (ii) your breach of this Agreement or violation of applicable Laws.

14. CONFIDENTIAL INFORMATION.

In connection with your use of WorldView may receive access to certain non-public information, software or documentation relating to WorldView or its contents ("**Confidential Information**"), which is confidential and proprietary to Dragos. You may use Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not disclose any Confidential Information to any third party without Dragos's prior written

consent. You will protect Confidential Information from unauthorized use, access or disclosure in the same manner and to at least the same extent that you would use to protect your own confidential and proprietary information of similar importance, but in any event you will use your reasonable efforts.

15. ASSIGNMENT.

You may not assign or transfer this Agreement, by operation of law or otherwise, without Dragos's prior written consent, and any attempt to do so will be void. Dragos may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

16. GENERAL.

Unless the parties have entered into a written, mutually executed agreement intended to apply to this specific transaction, this Agreement constitutes the entire and exclusive understanding and agreement between Dragos and Customer regarding WorldView, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Dragos and Customer regarding WorldView. This Agreement will be governed exclusively by the laws of Delaware without application of its conflict of laws rules, and any dispute or controversy arising from this Agreement or use of WorldView will be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. Dragos's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Dragos. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.