

IRONDOME® PARTICIPATION TERMS AND CONDITIONS

These terms and conditions (“**Terms**”) govern Your (“**You**” and “**Your**” shall mean the entity contracting to use the IronDome offering, including contracting to use on behalf of Your customer(s) as a managed service provider) participation in the IronDome collective defense offering (“**IronDome**”) as provided by IronNet Cybersecurity, Inc. or one of its affiliates (“**IronNet**”). These Terms shall be incorporated under the commercial agreement between You and IronNet or an authorized IronNet business partner (the “**Agreement**”). These Terms supersede any prior agreement or terms relating to IronDome and the subject matter hereof. Except as expressly set forth in a mutually agreed ordering document, amendment, or addendum as permitted hereunder, these Terms shall have precedence over any provision(s) of the Agreement in conflict with these Terms. For the avoidance of doubt, these Terms replace the Cybersecurity Cooperative Agreement (and its predecessor, the Data Handling Guide). If You are a managed service provider acting on behalf of Your customer(s), You are responsible for securing all rights and performing the obligations set forth hereunder on behalf of Your customer(s) or for ensuring that Your customer(s) agree to these Terms. Product documentation referenced in these Terms is made available to You upon request and is updated from time to time. References to “including” followed by certain items shall be construed to be “including, without limitation.”

1. DEFINITIONS.

- a. “**Analytics**” means software, processes, and techniques used by IronNet for analyzing and correlating data, statistics, events, alerts and anomalous activities, including the output of such software, processes, and techniques.
- b. “**Customer Data**” means computer data and communications relating to Your networks and systems that You provide to IronNet in using an IronNet Offering, including network packets and files; log files including their contents; communications session data; other forms of cyber threat intelligence including related telemetry; data about Your users or their usage of Your network and systems; comments, insights and notes that are not shared into IronDome; and all such information relating to Your customers if You are a managed services provider. **As between You and IronNet, You own Customer Data.**
- c. “**IronNet Data**” means information in IronDome that has undergone data or entity minimization process, anonymized threat data (metadata) shared from alerts and events detected by IronNet Offerings, Shared Comments, Analytics, and all information derived from any of the foregoing.
- d. “**IronNet Offerings**” means IronDefense, IronDome, IronAPI and other IronNet cyber threat and risk products and services provided to You in accordance with Your Agreement.
- e. “**Shared Comments**” means comments and ratings You voluntarily share into IronDome. In order to advance IronNet’s mission of collective defense, Shared Comments become part of IronNet Data and associated rights are transferred to IronNet.

2. DOMES. IronDome is a set of services and a platform made up of:

- a. threat information and analytic driven behavioral alerts, created and shared as set forth under these Terms and relevant product documentation; and
- b. a number of logical domes (“**Domes**”), which are conceptual communities or groupings created by IronNet and comprise multiple IronDome participants with similar characteristics or interests, such as regions, industries, or self-selected groups.

The Domes within IronDome are designed to provide real-time event correlation and facilitate analyst collaboration to enable IronNet’s mission of collective defense. Dome participants are associated with one another by IronNet through use of a tag or other similar mechanism. IronNet shall place You in one or more

IRONDOME® PARTICIPATION TERMS AND CONDITIONS

Domes, at its sole discretion (but taking into consideration Your preferred placement), from time to time during the term of Your Agreement. Preferences and additional considerations, as it relates to IronDome and Dome(s) placement, may be described in Your Agreement or an addendum to these Terms, including terms related to any private Domes. You may opt out of any Dome at any time by sending notice to Your customer success contact with IronNet. IronNet will use reasonable efforts to execute Your request within seven (7) calendar days from receipt of Your request. Opting out of a particular Dome does not affect Your rights or responsibilities under any other Dome(s) to which You may belong. You remain an IronDome participant in accordance with Your Agreement at all times. IronNet may in its discretion add, eliminate, consolidate, or otherwise modify any Dome(s) and shall use reasonable efforts to provide You with thirty (30) days' notice of such change(s).

3. YOUR IDENTITY IN IRONDOME. IronNet will take steps designed to protect Your organization's identity within IronDome unless You make Your organization known to other participants during Your use of IronDome or unless You have permitted Your organization to be known to other participants. As part of the IronNet anonymization process, IronNet will use unique identifiers, including numbers or generic terms, to refer to Your organization and will take commercially reasonable steps to remove identifying information associated with Your data. You are also responsible for taking steps to protect Your organization's identity and remove inappropriate content when using IronDome, including through the anonymization of Shared Comments. IronNet does not monitor comments and cannot be responsible for Your failure to anonymize Shared Comments or remove inappropriate content. More information on information sharing and protecting your identity, including anonymization and any applicable geographic implications, can be found in the product documentation.

4. USE OF IRONNET DATA. IronNet's use of IronNet Data includes identifying potential cyber threats to You, other IronDome participants, and other IronNet customers and partners. IronDome provides certain Analytics and Shared Comments to IronDome participants in their respective Dome(s). Your use of IronNet Data shared with You is subject to these Terms and the terms of your Agreement.

5. DATA RIGHTS. You:

- a. warrant that You have authorized access to and ownership of (or rights to use) all Customer Data You provide to IronNet, including via sensor collection, integration, and file or log transfer or ingest, in using an IronNet Offering (including any third-party product(s) that IronNet integrates with or receives data from);
- b. hereby grant to IronNet all necessary rights and licenses, including a worldwide, royalty-free, transferable, sublicensable, and fully paid-up license, to use such Customer Data to provide IronDome in accordance with these Terms;
- c. acknowledge and agree that IronNet owns all right, title, and interest in and to all IronNet Data and IronNet Offerings;
- d. have a limited license under the Agreement to use IronNet Data received from IronNet, including through IronNet Offerings, under these Terms and for the time period and scope set forth in the Agreement; and
- e. acknowledge that IronNet takes steps to help with the sharing of IronNet Data among private sector entities and with governments, where consistent with these Terms. Such sharing under IronDome takes place in support of, and to the extent applicable and appropriate:
 - i. Directive (EU) 2016/1148, the Network and Information Systems (NIS) Directive; and/or
 - ii. the Cybersecurity Information Sharing Act of 2015 (CISA).

IRONDOME® PARTICIPATION TERMS AND CONDITIONS

For any protections under the NIS Directive or CISA to apply, You must ensure that such sharing meets all applicable requirements, including, without limitation, properly handling and removing any personal information.

- 6. STORAGE AND RETENTION.** As a general matter, IronNet retains Customer Data as specified in the IronDefense (or other applicable IronNet Offerings) documentation.
- 7. ENCRYPTION AND TRANSMISSION OF INFORMATION.** IronDome has been designed to encrypt information in transit and at rest when shared into or out of an IronDome or stored in an IronDome and transmitted in a manner designed to maintain the integrity of the shared information, including through the use of commercial grade encryption and/or TLS 1.2 or higher transport, as applicable.
- 8. SECURITY INFORMATION AND AUDITING.** IronNet applies the systems and security guidelines of ISO 27001, will employ security procedures and systems consistent with such guidelines, and will conduct auditing as required by ISO 27001.
- 9. MAINTENANCE.** IronNet will perform routine and emergency maintenance to IronDome systems as required and will provide notice to the greatest extent possible and as early as commercially reasonable with respect to such efforts.
- 10. MODIFICATION OF TERMS.** IronNet may make changes to these Terms from time to time. Such changes shall only be effective thirty (30) days after revised Terms are posted at www.ironnet.com/idptc and notice of such revised Terms is provided to you per Section 11 below. The time period for effectiveness of new Terms may be accelerated if IronNet deems the change to be critical or of significant importance, in its sole reasonable discretion. In such event, IronNet will use its efforts to provide advance notice as reasonably practicable.
- 11. HOW NOTICE IS PROVIDED.** As it relates to these Terms, IronNet shall provide notices to participants in a customer or partner portal, or via Your user login homepage or designated communications/notices section, or by email.