

IronDome® Participation Terms and Conditions

These terms and conditions (“Terms”) shall govern Your (“You” and “Your” shall mean the company contracting to use the IronDome offering, or 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 entered into between You and IronNet (the “Agreement”). These Terms supersede any prior agreement or terms relating to IronDome, including but not limited to any “Data Handling Guide” or “Cybersecurity Cooperative Agreement.” Except as expressly set forth in an ordering document or mutually agreed upon addendum as permitted hereunder, these Terms shall have precedence over any provision(s) of the Agreement with respect to the subject matter herein in conflict with these Terms. If You are a managed service provider acting on behalf of your customer(s), You shall be responsible for securing the rights and performing the obligations as set forth hereunder on behalf of your customer(s). Product documentation referenced hereunder 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” and not restricted to just the items listed.

1) **Domes.** IronDome is a platform made up of participants who share threat information and analytic driven behavioral alerts, as set forth under these Terms and relevant product documentation. IronDome is also made up of many individual Domes. “Dome(s),” for purposes of these Terms, refers to communities or groupings, created by IronNet, of two or more IronDome participants that share certain common characteristics and which are associated with one another by IronNet through the use of a tag or other mechanism. Upon the effective date of the Agreement with IronNet for Your use of IronDome, IronNet shall place You in one or more Domes, at IronNet’s discretion (but taking into consideration your preferred placement). Common Dome types that You may be placed in include industry sectors, nations, regions, and the like (as further set forth in product documentation). If You were under a CCA your Dome placement shall remain the same (You may always opt-in or opt-out as set forth below). Your Agreement ordering document, or an addendum to these Terms, may set forth Your preferences and additional considerations as it relates to IronDome and Dome(s) placement.

You may opt out of a Dome at any time by sending notice to Your customer success contact with IronNet. IronNet will use reasonable efforts to execute on Your request within seven (7) calendar days from receipt of your request. Notwithstanding the foregoing, opting out of a particular Dome does not affect your rights or responsibilities under any other Dome(s) to which you may still belong. Furthermore, at all times, you still remain a participant in IronDome itself.

You may request that IronNet place You in any other Dome(s) you were not originally placed in, although IronNet reserves the right to accept or decline such participation in its discretion. To the extent that your participation is accepted, IronNet shall make reasonable efforts to provide You access to such Dome as soon as possible.

IronDome may also create certain private Dome(s) based on particular needs. Such private Dome(s) may have unique terms or additional requirements or responsibilities for entities that choose to participate in them.

IronNet reserves the right, in its discretion, to add, eliminate, consolidate, or otherwise modify any Dome(s). IronNet will use reasonable efforts to provide thirty (30) days’ notice to You if you are participating in a Dome that is eliminated.

2) **Your Identity in IronDome.** Unless You make Your organization known to other participants in the course of using IronDome or otherwise have permitted your organization to be known to other participants, IronNet will take steps designed to protect your organization’s identity. 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, such as enterprise IP addresses. The product documentation sets forth more information on such steps. You are also responsible for taking steps to protect your organization’s identity when using IronDome, including through the sharing of Your analyst’s comments.

3) **Data shared through IronDome.** Where appropriate, IronNet will use, and share (on an anonymized basis as further set forth herein and in the product documentation), data and information gathered by IronNet’s offerings, including its IronDefense, IronDome, and cyber fraud and risk products and services, to identify potential cyber threats to You, other IronDome participants, and other IronNet customers and partners, including by correlating events and other anomalous activities. IronNet will also use such data and information for conducting additional cyber threat analysis, detection, and prevention, as well as other cyber fraud and risk analysis, detection and prevention, for You, other IronDome participants, other IronNet customers, and partners. IronDome anonymously shares data from alerts and events detected by IronDefense. IronDome correlates this data, including similar traffic behavioral patterns. Based on correlations and activity ratings, among other things, IronDome provides alerts and relevant contextual data to appropriate IronDome participants. IronNet may also use and share Your analyst comments and ratings on such potential cyber threats, as well as administrative and quality control information on the functioning of the IronNet Offerings with other IronDome participants and other IronNet customers and partners. You agree to take commercially reasonable steps to remove identifiable data in analyst comments. IronNet cannot be responsible for Your failure to anonymize analyst notes or other data provided by Your team. Additional details on IronDome information sharing, including anonymization and any applicable geographic limits, can be found in the relevant IronDome product documentation which may be updated from time to time.

4) **Customer Data; Rights.** You warrant that You have authorized access to all data and information collected on Your network and systems ("Customer Data") through use of IronNet's offerings, including IronDefense and IronDome and any third-party product(s) that IronNet integrates with or receives data from. Furthermore, You hereby grant to IronNet the right, and authorize IronNet, to collect, retain, integrate, process, share (when anonymized as set forth herein), and store, such data and information to support threat identification, hunt services (on behalf of customers and partners), and collective defense capabilities, as well as, to run analytic and enrichment tools and processes, generate derivative works and data, conduct research and development to improve the performance of IronDome, administer and provide the IronDome offering, and achieve the purposes of these Terms.

You hereby grant to IronNet all necessary rights and licenses to use such Customer Data, including a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable, and fully paid-up license to use and share such information in and through IronDome, as described and limited in these Terms. You acknowledge, in addition to that which may be set forth in the Agreement, that IronNet owns all right, title, and interest in and to (i) all analytics used in providing IronDome to You and (ii) the output from such analytics and information derived therefrom. You have a license under the Agreement to use data and information you receive from IronNet, including through IronDome, under these Terms and for the time period and scope set forth in the Agreement.

IronNet takes steps to help with the sharing of information among private sector entities and with the government, where authorized. Such sharing under the IronDome takes place in support of, and to the extent applicable and appropriate: (a) Directive (EU) 2016/1148, the Network and Information Systems (NIS) Directive; and/or (b) the Cybersecurity Information Sharing Act of 2015 (CISA). 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.

5) **Government Sharing.** IronNet will not share Your information with any government unless You opt-in to such voluntary sharing.

6) **Storage and Retention.** As a general matter, information contained in IronDome will be retained in active IronDome systems for up to one year, and for up to five years in archives for data marked as malicious, except that information shared into IronDome or created by IronDome may also be stored by IronNet for periods sufficient to identify potential threat trends across participants and the larger cyber ecosystem, as well as for forensic purposes on behalf of its clients.

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 the revised Terms are made available (through an account/customer manager by email, or via a customer or collective defense portal) to IronDome participants. Notwithstanding the forgoing, the time period for effectiveness of new Terms may be accelerated if, in IronNet's sole reasonable discretion, the change is deemed by IronNet to be critical or of significant importance. In such event, IronNet will use its efforts to provide as much advance notice as is reasonably practical.

11) **How notice is provided.** As it relates to these Terms, IronNet shall provide updates hereto and notices to participants in the participants portal or via email from the IronNet customer success team to account contacts on file.