



## DRAGOS TERMS AND CONDITIONS FOR ALL OFFERINGS

THE INDIVIDUAL ACCEPTING THESE DRAGOS TERMS AND CONDITIONS FOR ALL OFFERINGS (“**AGREEMENT**”) ON BEHALF OF CUSTOMER WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. BY ASSENTING TO THESE TERMS (EITHER BY CLICKING, CHECKING A BOX OR PLACING AN ORDER), CUSTOMER ACCEPTS THIS AGREEMENT, WHICH IS 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 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 OFFERING (“**EFFECTIVE DATE**”).

### 1. STRUCTURE AND ORDER OF PRECEDENCE

This Agreement is a master agreement that provides the terms under which Customer may license and use Dragos’s various Offerings. The details related to each Offering are set forth in the Dragos Offering Descriptions available at: [www.dragos.com/offering-descriptions](http://www.dragos.com/offering-descriptions) (“**Offering Descriptions**”) and are incorporated herein by reference. The Offering Descriptions apply only to the extent Customer orders a specific Offering. In the event of conflict between any of the terms of this Agreement and an Offering Description, the Offering Description will govern with respect to that Offering. Capitalized terms will have the meaning set forth in the Definitions at Schedule 1 or as otherwise defined in the Agreement. All Orders for Offerings fully incorporate and are subject to the terms of this Agreement.

### 2. ORDERS

- 2.1. **Direct Orders.** Customer may purchase Offerings by submitting an Order directly to Dragos. Dragos will not be obligated to provide any Offerings until the applicable Order for those Offerings has been accepted by Dragos. In the case of Services, Dragos will not be obligated to perform any Services until an Order describing those Services has been executed by both parties. For each Order (including renewals), Customer shall issue a purchase order that incorporates the applicable Dragos quote by reference (“**Purchase Order**”). Orders are non-cancellable.
- 2.2. **Affiliates.** The term “Customer” shall include an Affiliate placing an 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.
- 2.3. **Partner Orders.** To place an Order through a Partner, Customer shall provide the Partner with a purchase order (or other similar document acceptable to Partner), in response to a valid quote from the Partner. Any Order placed through a Partner is subject to, and Dragos’s obligations and liabilities to Customer are governed by, this Agreement, with the exception of those set forth in Section 2.1 and Section 3 (Fees and Payment). All terms related to pricing, billing, taxes, invoicing and payment shall be addressed exclusively between Customer and Partner.

### 3. FEES AND PAYMENT (NOT APPLICABLE FOR ORDERS SUBMITTED VIA A PARTNER)

- 3.1. **Fees.** Customer agrees to pay the fees as set forth in the applicable Order. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. All prices are in U.S. Dollars.
- 3.2. Dragos shall invoice the Customer for Offerings according to the invoicing procedure outlined in the Order. All payments are due within thirty (30) days of issuance of the invoice. Late payments will bear interest at the rate of one and one-half percent (1.5%) per month or at the highest rate allowed by law. If Customer’s account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Dragos reserves the right to suspend services to Customer, without liability to Customer, until such amounts are paid in full.
- 3.3. **Taxes.** Prices do not include, and Customer shall pay taxes and duties levied or imposed by reason of Customer’s purchase of the Offerings and the transactions covered by an Order, except for taxes based on Dragos’s income. If Dragos has the legal obligation to pay or collect taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Dragos with a valid tax exemption certificate or direct-pay letter authorized by the appropriate taxing authority prior to Order fulfillment. If applicable Law requires Customer to withhold any taxes levied by any country on payments to be made pursuant to this Agreement, Customer shall (i) effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Dragos with tax receipts evidencing the payments of such amounts, and (ii) ensure that the sum payable by Customer upon which the deduction or withholding is based is increased to the extent necessary to ensure that, after such deduction or withholding, Dragos receives



and retains, free from liability for such deduction or withholding, a net amount equal to the amount Dragos would have received and retained in the absence of such required deduction or withholding.

- 3.4. **Renewal Pricing.** Dragos may modify prices and fees at any time. Renewal pricing applies only when a Subscription Term is renewed. Unless stated otherwise in an in an Order, on expiration of the current term, Customer can renew for a term of equal duration (a “**Renewal Term**”). Each Renewal Term will be priced at the fee of the prior term, increased by the greater of the United States Consumer Price Index or five percent (5%). “**CPI**” shall mean the US Consumer Price Index: Information Technology, Hardware and Services for the 12 months preceding the renewal date.

#### 4. PROPRIETARY RIGHTS

- 4.1. With the exception of Appliances, all intellectual property rights in and to the Offerings, Dragos Materials 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.
- 4.2. With the exception of Appliances, Customer is aware that (i) this Agreement confers only the right to license or use the Offerings during an applicable Subscription Term, (ii) this Agreement does not convey any rights of ownership in or to the Offerings, and (iii) 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. **Feedback.** From time-to-time Customer may provide Dragos with suggestions, comments and feedback with regard to the Offerings (collectively, “**Feedback**”). Dragos may use such Feedback in any manner it chooses, with no obligation to Customer, provided such Feedback does not identify Customer or any Authorized Users.
- 4.4. **Customer Data.** 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. Customer represents and warrants that it has all rights and permissions necessary to provide Customer Data and grant Dragos access to and use of such Customer Data as contemplated herein.
- 4.5. **Partner Access.** If Customer places an Order through a Delivery Support Partner, Customer authorizes Dragos to provide access to and use of the Offerings and Customer Data to the Delivery Support Partner as part of such Support.
- 4.6. **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.
- 4.7. **Restrictions.** Except as the 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, including, but not limited to, for the purpose of undertaking penetration testing from a 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 an 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)); (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 the 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; or (x) use the Offerings in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the Agreement.



## 5. PRIVACY AND SECURITY

- 5.1. **Privacy.** To the extent Dragos processes personal data (as defined by applicable data protection laws) on Customer's behalf, such data will be processed in accordance with the Dragos Data Processing Agreement located at [www.dragos.com/dpa](http://www.dragos.com/dpa), which is incorporated herein by reference.
- 5.2. **Security.** Dragos shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Details about the Dragos security program at Dragos may be accessed at [www.dragos.com/security-program](http://www.dragos.com/security-program).

## 6. THIRD-PARTY PLATFORMS

To the extent that Customer elects to enable integrations with third-party products, add-ons, or platforms ("**Third-Party Platforms**") not provided by Dragos, including with Integration Software, Customer's use of the Third-Party Platform is governed by Customer's agreement with the provider of the Third-Party Platform, not this Agreement, and Dragos is not responsible for Third-Party Platforms.

## 7. CONFIDENTIAL INFORMATION

- 7.1. **General.** "**Confidential Information**" means any information in any form or medium disclosed by a Party, its employees, contractors or Affiliates ("**Discloser**") to the other Party ("**Recipient**"), either directly or indirectly, where such information (i) is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or (ii) should, by its nature or circumstances of disclosure, be reasonably considered to be confidential and/or proprietary. The Offerings, Dragos Materials and Documentation shall be deemed Confidential Information of Dragos, regardless of marking. Customer Data shall be deemed the Confidential Information of Customer, regardless of marking.
- 7.2. Except as otherwise expressly authorized herein, Recipient agrees to (a) maintain Discloser's Confidential Information in strict confidence and 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 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 they are 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. Notwithstanding 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.
- 7.3. **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 Recipient; (iii) is rightfully obtained by the Recipient from a third party without restriction as to disclosure, or is approved for release by written authorization of the Discloser; or (iv) is independently developed or created by the Recipient without use of or access to the Discloser's Confidential Information as evidenced by contemporaneous written records.
- 7.4. **Survival.** Recipient's obligations under this Section shall survive for period of five (5) years after the expiration or termination of this Agreement, provided, however, that trade secret information will be maintained in confidence for as long as such information remains a trade secret.
- 7.5. **Equitable Relief.** The Parties agree that a material breach of this Section may cause irreparable injury to Discloser for which monetary damages would not be an adequate remedy and Discloser shall be entitled to seek equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1. **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.
- 8.2. **Dragos Warranty.** Warranties specific to an Offering are found in the applicable Offering Description.



## 9. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR APPLICABLE OFFERING DESCRIPTION, ALL OFFERINGS, DRAGOS MATERIALS, 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 OFFERING WILL MEET CUSTOMER’S REQUIREMENTS, THAT THE OPERATION OF WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL ERRORS WILL BE CORRECTED OR THAT AN OFFERING WILL OPERATE 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.

## 10. INDEMNIFICATION

- 10.1. **Infringement Indemnity.** Dragos shall at its cost and expense: (i) defend any claim brought against Customer 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 solely 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 fault or attributes liability to Customer 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.
- 10.2. **Remedies.** If a claim covered under Section 10.1 occurs or in Dragos’s opinion is reasonably likely to occur, Dragos will at its expense and sole discretion either: (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 10 CONSTITUTE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES, AND DRAGOS’S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- 10.3. **Exclusions.** Dragos shall have no obligations under this Section 10 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 failure to use the Offering in accordance with the applicable Documentation or use of the Offering outside the scope of the rights granted under this Agreement; (iv) a failure to install or utilize the latest updated version of Software; and/or (v) Customer Data.

## 11. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING OUT OF: (i) PERSONAL INJURY OR DEATH CAUSED BY EITHER PARTY OR ITS PERSONNEL OR SUBCONTRACTORS; (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 10 (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 OFFERING, 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) MONTH 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.

## 12. TERM AND TERMINATION

- 12.1. **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 Subscription Term as provided in an Order. In the event the Subscription Term for a specific Offering has lapsed, continued use or access of the Offering will be subject to the terms and conditions of the Agreement.
- 12.2. **Termination.** This Agreement or any Order may be terminated: (i) by Dragos, effective on written notice to Customer, if Customer fails to pay any amount when due, where such failure continues more than thirty (30) days after Dragos’s delivery of written notice thereof (“**Payment Failure**”); (ii) by Dragos, immediately on written notice to Customer if two or more Payment Failures occur in any six (6) month period; (iii) by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and the breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; (iv) by either Party, effective immediately, in the event that one or more of the following occurs: (a) appointment of a trustee or receiver for all or any part of the assets of the other Party; (b) insolvency or bankruptcy of the other Party; (c) a general assignment by the other Party for the benefit of creditors; or (d) dissolution or liquidation of the other Party.
- 12.3. **Effect of Termination.** Upon termination of this Agreement or any Order: (i) the rights and licenses granted to Customer under all valid Orders (in the event of termination of the Agreement) or those granted under a specific Order (in the event of its specific termination), as the case may be, 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 Materials, including permanent removal of such Dragos Materials (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; and (iv) for clarity, Customer will pay all previously accrued amounts due to Dragos hereunder in accordance with Section 3. If Customer sells, leases, lends, rents, distributes or otherwise transfers any Appliance to any third party then Customer will erase all Dragos Materials from such Appliance.
- 12.4. **Survival.** This Section 12.4 and Sections 4 (Proprietary Rights), 7 (Confidential Information), 8 (Representations and Warranties), 9 (Disclaimer), 10 (Indemnification), 11 (Limitations of Liability), 12.3 (Effect of Termination), 14 (Compliance with Laws), 15 (U.S. Government End Users), 16 (Evaluations, Free Offerings, Preview Features, Beta Features), and 17 (Miscellaneous) survive any termination or expiration of this Agreement in accordance with their respective terms.

## 13. MARKETING

With written permission from Customer, Dragos may display Customer’s company name and logo (in accordance with any trademark guidelines provided by Customer) and may identify Customer as a Dragos customer in a manner that does not suggest Customer’s use or endorsement of any specific Offering.

## 14. COMPLIANCE WITH LAWS

- 14.1. 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.
- 14.2. 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 to the extent prohibited by U.S. or E.U. laws; (b) a Prohibited Party; or (c) for any purpose prohibited by Export Administration Regulations (15 CFR Part 730 et seq.), the International Traffic in Arms Regulations (22 CFR Part 120 et seq.), the sanctions programs administered by the Office of Foreign Assets Control, and statutes, rules and executive orders affecting sanctions or international trade, including nuclear, chemical, or biological weapons proliferation or development of missile technology.

## 15. U.S. GOVERNMENT END USERS

For any agency, department, division, or component of or within the U.S. Government acquiring Offerings from Dragos, such acquisition is governed by the U.S. Government End User Terms at: [www.dragos.com/USgovt-end-user-terms](http://www.dragos.com/USgovt-end-user-terms).



## 16. EVALUATIONS, FREE OFFERINGS, PREVIEW FEATURES, BETA FEATURES

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. Any Offering received by Customer for evaluation or trial purposes (“**Evaluation Offerings**”) or Unpaid Offerings are 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).

## 17. MISCELLANEOUS

17.1. **Subcontracting.** Dragos may use subcontractors, vendors and other service providers in the performance of its obligations hereunder as it deems appropriate; provided that Dragos remains responsible for their performance. For clarity, Partners shall not be considered a subcontractor, vendor, or service provider under this Agreement and Dragos is not responsible for a Partner’s performance.

17.2. **Entire Agreement.** This Agreement, together with all Orders 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. It is expressly agreed that the terms of this Agreement shall supersede any Customer terms in any Purchase Order, procurement portal documentation or other similar non-Dragos documents, and such terms do not form part of this Agreement and are void. Any Order through a Partner is subject to, and Dragos’s obligations and liabilities to Customer are governed by, this Agreement.

17.3. **Notices.** Notices must be in writing and will be deemed effective when personally delivered, when received by electronic mail to the address listed below (when confirmed), 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](mailto: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.

17.4. **Amendment and Modification; Waiver.** 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 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.

17.5. **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.

17.6. **Governing Law; Jurisdiction.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, excluding its conflicts-of-law principles, with the exception of Customers with principal offices located outside of North America, for which Dispute Resolution will be governed by the terms that may be accessed at [www.dragos.com/international-dispute-resolution](http://www.dragos.com/international-dispute-resolution). The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Wilmington, Delaware, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in Dragos’s case, to recoup any payments due.

17.7. **Assignment.** Dragos may assign this Agreement without consent to: (i) an Affiliate; (ii) a surviving entity in case of merger, acquisition, or sale of all or substantially all of its shares or the assets to which this Agreement relates; or (iii) a successor



entity after an internal reorganization or entity conversion. Subject to the foregoing, this Agreement will bind and inure to the benefit of of each Party's permitted successors and assigns.

- 17.8. **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.
- 17.9. **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, pandemic, quarantines, embargoes, travel restrictions and other similar unusual governmental action, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, ordinary course mechanical or electrical degradation and/or failure, material changes in law, war, terrorism, riot, or acts of God.
- 17.10. **No Third-Party Beneficiaries.** Subject to Section 17.7 (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.
- 17.11. **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 based on Customer’s interactions with the Offerings that Dragos periodically collects, gathers and aggregates so that it is not identifiable or attributable to Customer or any of its Authorized Users and may include data based on Customer’s use of the Offerings. Aggregated Data may include (i) technical, statistical, or analytical data; (ii) machine-generated data, such as metadata and network data; and/or (iii) information or data regarding potential threats and vulnerabilities, including but not limited to 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 such threat data.

**“Appliance”** means Dragos-supplied hardware devices as provided in the Offering Descriptions.

**“Authorized User”** means employees, agents, consultants, or contractors of Customer or its Affiliates who are authorized by Customer to access and/or use the Offerings subject to the Agreement.

**“Customer”** means the entity entering into this Agreement, or the Customer Affiliate that places an Order under this Agreement.

**“Customer Data”** means all data, information, records and other content provided by or on behalf of Customer or its Authorized Users under this Agreement in connection with the Offerings. Customer Data does not include Dragos Data.

**“Delivery Support Partner”** means a Partner authorized by Dragos to provide Support to customers.

**“Documentation”** means 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 APIs”** means the Dragos-provided application program (or programming) interface.

**“Dragos Data”** means (i) any Dragos Confidential Information; (ii) Aggregated Data; (iii) Neighborhood Keeper Data; and (iv) all intellectual property rights in the foregoing. Dragos Data does not include Customer Data.

**“Dragos Materials”** means any (i) Dragos Data, (ii) Offerings; (iii) Dragos know-how, proprietary tools, tests, programs, data, trade secrets, and other technologies or tools embodied in the Offerings, or otherwise used by or on behalf of Dragos to provide the Offerings; (iv) Dragos authored, created, or developed research reports, spreadsheets, graphics, tables, charts, compilations of data, assessment tools, formulas, algorithms, research and analysis methodologies, and works of original authorship; (v) all updates, improvements, modifications, and derivative works of any of the foregoing; and (vi) all intellectual property rights in the foregoing.

**“Dragos Portal”** means the password-protected website where Offerings, Documentation, and other information may be accessed.

**“Integration Software”** means software provided by Dragos to allow for the integration of Software with any third-party software interface.

**“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, including those that regulate the privacy or security of personal data and that are directly applicable to Dragos.

**“Neighborhood Keeper Data”** means all data that is transmitted to Neighborhood Keeper (as defined in the Offering Description) from any source which may include Aggregated Data.

**“Offering Descriptions”** means the details related to each Offering which are available at: [www.dragos.com/offering-descriptions](http://www.dragos.com/offering-descriptions) and which are incorporated herein by reference.

**“Offerings”** means any product, software, service, subscription service, hardware appliance, or training offered by Dragos as provided in the Offering Descriptions.

**“Order”** means a mutually executed Order Form, Statement of Work, Customer signed quote, or another mutually agreed upon order form accepted by Dragos or a Partner, which sets forth a description of specific Offerings to be purchased or licensed and the Subscription Term.

**“Order Form”** means the executed Dragos document called “Order Form” between Dragos and a Party outlining the Offerings being purchased or licensed, Subscription Term, price, delivery, and other relevant terms agreed upon by the Parties.

**“Partner”** means a partner that has a valid agreement with Dragos for the resale of the Offerings and is authorized by Dragos as a “Partner.”

**“Party”** or **“Parties”** means Dragos and Customer (individually or collectively as applicable).





**“Prohibited Party”** shall mean any list of prohibited parties or parties subject to sanctions imposed by U.S., E.U. or other countries, 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, the list of statutorily or administratively debarred parties maintained by the Directorate of Defense Trade Controls of the US Department of State, and the Consolidated list of persons, groups and entities subject to EU financial sanction, as amended from time to time, and entities owned 50% or more or otherwise controlled by such parties, as applicable.

**“Services”** means any professional services as provided in the applicable Offering Description.

**“Software”** means Dragos’s proprietary software as provided in the applicable Offering Description.

**“Subscription Term”** means the period of time during which Customer is authorized by Dragos to access and use the Offerings or during which Services will be performed.

**“Support”** means Dragos’s Software support as described at [www.dragos.com/software-support-maintenance](http://www.dragos.com/software-support-maintenance).

**“Term”** means the term of this framework Agreement as specified in Section 12.1 of the Agreement.