



## DRAGOS TERMS AND CONDITIONS FOR OFFERINGS PROVIDED FREE OF CHARGE

Subject to these Dragos Terms and Conditions for Offerings Provided Free of Charge (“**Free Terms**”), in its sole discretion, Dragos, Inc. will on occasion make available to a company or other legal entity (“**Recipient**”) access to certain Offerings free of charge. Recipient’s use of such Offerings is governed by these Free Terms. 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 Recipient receives a specific Offering. In the event of conflict between any of the Free Terms and an Offering Description, the Offering Description will govern with respect to that Offering unless otherwise expressly set forth herein. Capitalized terms will have the meaning set forth in Section 16 “Definitions” below. The individual accepting the Free Terms on behalf of Recipient represents and warrants that they have full authority to bind the Recipient. By agreeing to these Free Terms (either by clicking, checking a box, signing an Order or using the free Offerings provided by Dragos), Recipient accepts the Free Terms, which will be deemed a binding contract between Recipient and Dragos, Inc., on behalf of itself and any Dragos affiliates performing hereunder (“**Dragos**”). If Recipient does not agree to or cannot comply with all the Free Terms or if the individual does not have authority to bind the Recipient, then do not agree to the Free Terms, and Recipient will not be authorized to access or use the Offerings. These Free Terms are binding as of the earliest of the date that Recipient accepts the Free Terms, the date set forth on an Order, or the date on which Recipient downloads, installs, activates, or uses the free Offerings (the “**Effective Date**”).

**DRAGOS IS NOT OBLIGATED TO PROVIDE FREE OFFERINGS. AFTER FREE OFFERINGS HAVE BEEN PROVIDED, DRAGOS MAY AT ANY TIME TERMINATE THE USAGE OR PROVISION OF SAME, AND DRAGOS MAY REVOKE ANY CORRESPONDING LICENSES. ALL OFFERINGS PROVIDED FREE OF CHARGE ARE WITHOUT ANY WARRANTY, GUARANTEE OR COMMITMENT TO EFFORT OR AVAILABILITY, AND ARE SUBJECT TO AVAILABILITY AND RESOURCE CONSTRAINTS.**

### 1. LICENSE.

Dragos hereby grants Recipient a non-exclusive, non-transferable, non-sublicensable, revocable license for the Term to use the Offerings for internal use and subject to the use restrictions found below.

### 2. EVALUATIONS AND TRIALS.

If Recipient receives an Offering for evaluation or trial purposes (“**Evaluation Offerings**”) then Recipient may use the Evaluation Offering for its own internal evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Offering (the “**Evaluation Period**”). Recipient and Dragos may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Offering includes Appliances, Recipient will return the Appliances within ten (10) days of the end of the Evaluation Period, and if Recipient does not return the hardware within this period, Recipient shall be invoiced for the then-current list price for the applicable Evaluation Offering. Recipient acknowledges that title to Appliances remains with Dragos at all times, and that Evaluation Offering may be used and/or refurbished units. Recipient must delete all Software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to Dragos, or Recipient will be invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Recipient understands that Dragos may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Recipient.

### 3. RESTRICTIONS.

Except as these Free Terms expressly permit, Recipient 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 this these Free Terms; (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 these Free Terms.

#### **4. THIRD-PARTY PLATFORMS.**

To the extent that Recipient elects to enable integrations with third-party products, add-ons, or platforms not provided by Dragos, including with Integration Software, Recipient's use of the Third-Party Platform is governed by Recipient's agreement with the provider of the Third-Party Platform, not these Free Terms, and Dragos is not responsible for Third-Party Platforms.

#### **5. COMMUNITY DEFENSE PROGRAM.**

To the extent that Recipient has been admitted as a participant in the Dragos Community Defense Program ("CDP"), Recipient acknowledges that participation in the CDP is subject to the following: (a) the Recipient continuing to meet the qualification for CDP as set by Dragos; (b) enrollment and participation in Neighborhood Keeper and Threat Hunting; and (c) adherence by Recipient to these Free Terms and any requirements and Recipient responsibilities set forth in an applicable additional required documentation.

#### **6. OT-CERT.**

To the extent that Recipient has been offered and has authorized participation in OT-CERT, Recipient recognizes and acknowledges that OT-CERT resources are intended to provide guidance to help organizations that lack sufficient financial resources or technical expertise to establish minimum baseline OT cybersecurity protections and OT-CERT resources may not meet the best practice standards for a mature OT cybersecurity program. Dragos does not provide any warranty or guarantee that following the guidance provided by OT-CERT alone will safeguard an organization from all OT cybersecurity threats. Whenever possible organizations should seek additional enhancements to the recommendations provided by OT-CERT resources based on an organization's own cybersecurity risk profile.

#### **7. UPDATES.**

Dragos may make updates or other changes to Offerings or Documentation at any time without notice. Dragos is not obligated to provide any Updates for free Offerings.

#### **8. CONFIDENTIAL INFORMATION.**

**8.1 General.** "Confidential Information" means any information in any form disclosed by a Party, its employees, contractors or Affiliates ("Discloser") to the other Party ("Receiving Party"), 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.

**8.2** Except as otherwise expressly authorized herein, Receiving Party 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 the Free Terms, (b) treat all Confidential Information of Discloser in the same manner as it treats its own similar 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 Receiving Party who have a need to know such information for the purposes of the Free Terms, provided that any such employee, contractor or other agent shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of the Free Terms, and Receiving Party shall remain liable for any non-compliance of such employee, contractor or other agent with the terms of the Free Terms. Notwithstanding the provisions of the Free Terms, Receiving Party 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 Receiving Party 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.

**8.3 Exclusions.** Nothing in the Free Terms will prohibit or limit either Party's use of information that (a) is already known to the Receiving Party without restriction as to disclosure prior to disclosure by the Discloser; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Discloser; or (d) is independently developed or created by the Receiving Party without use of the Discloser's Confidential Information as evidenced by contemporaneous written records.

**8.4 Survival.** Recipient's obligations under this Section shall survive for period of five (5) years after the expiration or termination of the Free Terms, provided, however, that (i) trade secret information will be maintained in confidence for as long as such information remains a trade secret.

**8.5 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.



## 9. PROPRIETARY RIGHTS.

- 9.1 Ownership.** 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 and all intellectual property rights embodied therein (other than Recipient Confidential Information), remain with Dragos.
- 9.2** Recipient is aware that the Free Terms do not convey any rights of ownership in or to the Offerings, Dragos Materials, and all of Recipient's rights are expressly stated herein, without any implied rights. Recipient hereby acknowledges that the foregoing 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 these Free Terms.
- 9.3 Feedback.** From time-to-time Recipient may provide Dragos with suggestions, comments and feedback about the Offerings (collectively, "**Feedback**"). Dragos may use such Feedback in any manner it chooses, with no obligation to Recipient, provided such Feedback does not identify Recipient or any Authorized Users.
- 9.4 Recipient Data.** Recipient 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 Recipient Data in connection with the performance of Dragos's obligations under the Free Terms and the provision, operation, maintenance and improvement of the Offerings.

## 10. NO WARRANTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OFFERING DESCRIPTIONS, ANY AND ALL OFFERINGS, PRODUCTS OR SERVICES PROVIDED FOR FREE BY DRAGOS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAGOS EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS OR CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, ANY WARRANTIES, TERMS AND 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 OFFERINGS, INCLUDING PRODUCTS OR ANY RELATED SERVICES, OR PROFESSIONAL SERVICES WILL MEET RECIPIENT'S REQUIREMENTS, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL ERRORS WILL BE CORRECTED. DRAGOS DOES NOT GUARANTEE OR OTHERWISE WARRANT THAT ANY OFFERING WILL RESULT IN THE IDENTIFICATION, DETECTION, CONTAINMENT, ERADICATION OF, OR RECOVERY FROM RECIPIENT'S SYSTEM THREATS, VULNERABILITIES, MALWARE, MALICIOUS SOFTWARE, OR OTHER MALICIOUS THREATS.

## 11. LIMITATIONS OF LIABILITY.

IN NO EVENT WILL DRAGOS BE LIABLE TO RECIPIENT OR ANY USER OF RECIPIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES, EVEN IF DRAGOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRAGOS SHALL HAVE NO LIABILITY FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF \$1,000 USD (UNITED STATES DOLLARS) FOR ANY CLAIMS ARISING FROM OR RELATING TO THE FREE TERMS INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE FREE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

## 12. COMPLIANCE WITH LAWS

- 12.1** Recipient agrees to comply with all Laws directly applicable to such Party in the performance of these Free Terms, including but not limited to, applicable export and import, anti-corruption, data protection and employment laws.
- 12.2** Recipient 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.



### 13. U.S. GOVERNMENT END USERS.

For any agency, department, division, or component of or within the U.S. Government acquiring free 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).

### 14. TERM AND TERMINATION

- 14.1** The Free Terms will commence on the Effective Date and will remain in effect as long as Recipient is using or receiving the free Offerings provided by Dragos subject to the termination rights herein.
- 14.2** The Free Terms may be terminated at any time by either Party: (i) effective immediately upon notice, or (ii) if any Party becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors, or (iii) Recipient breaches the Free Terms, or (iv) if Dragos discontinues the program providing Offerings to Recipient free of charge.
- 14.3** Effect of Termination. Upon expiration or termination of the Free Terms, Order or other agreement: (i) the rights and licenses granted to Recipient hereunder will terminate automatically; (ii) Recipient will return or destroy, at Dragos's sole option, all Dragos Materials and Appliances in its possession or control related to the Offerings received under the Order or other agreement presented by Dragos or as otherwise directed by Dragos, 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 Recipient's possession or under Recipient's control, and at Dragos's request, Recipient will certify in writing to Dragos its compliance with the provisions of this Section. Recipient agrees to pay any cost associated with the return shipping of Appliances. If Recipient fails to return any Appliance within sixty (60) days following the conclusion of the Offerings for which it was provided Recipient agrees to provide Dragos with full payment for the Appliance within thirty (30) days of the date the invoice for the cost of the Appliance(s).

### 15. MISCELLANEOUS.

- 15.1 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
- 15.2 Entire Agreement.** The Free Terms, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Free Terms and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. These Free Terms may be incorporated by reference for the future purchase of products or services from Dragos. It is expressly agreed that these Free Terms shall supersede any Recipient terms in any purchase order, procurement portal documentation or other similar non-Dragos documents, and such terms do not form part of these Free Terms and are void.
- 15.3 Notices.** Except as otherwise expressly permitted herein, all 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: General Counsel  
Email: [Legal@dragos.com](mailto:Legal@dragos.com)

Recipient 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.

- 15.4 Amendment and Modification; Waiver.** No amendment to or modification of the Free Terms 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 the Free Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Free Terms 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.
- 15.5 Severability.** If any provision of the Free Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Free Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.6 Governing Law; Jurisdiction.** These Free Terms 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 Recipients 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 these Free Terms 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.

**15.7 Assignment.** Dragos may assign the Free Terms without consent to: (i) an Affiliate; (ii) a surviving entity in case of merger, acquisition or sale of all or substantially all its shares or the assets to which the Free Terms relates; or (iii) a successor entity after an internal reorganization or entity conversion. Subject to the foregoing, the Free Terms will bind and inure to the benefit of each Party's permitted successors and assigns.

**15.8 No Third-Party Beneficiaries.** Subject to Section 15.7 (Assignment), no provision of the Free Terms 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.

**15.9 Relationship of Parties.** The Parties agree and acknowledge that the relationship of the Parties is in the nature of an independent contractor. These Free Terms 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.

**15.10 Controlling Language.** These Free Terms were 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. Recipient waives any right to have these Free Terms written in any other language.

## 16. 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 Recipient's interactions with the Offerings that Dragos periodically collects, gathers, and aggregates so that it is not identifiable or attributable to Recipient or any of its Authorized Users and may include data based on Recipient'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 Recipient or its Affiliates who are authorized by Recipient to access and/or use the Offerings subject to the Free Terms

**"Documentation"** means Dragos's standard documentation normally supplied with or made available 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 Recipient 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 or received, 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, Recipient 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.

**“OT”** means Operational Technology.

**“OT-CERT”** is an Operational Technology – Cyber Emergency Readiness Team designed to support asset owners and operators of industrial infrastructure providing cybersecurity resources for the Industrial Control System (ICS) /OT community.

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

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

**“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.

**“Term”** means the term of these Free Terms as specified in Section 14 of the Free Terms.

**“Threat Hunting”** means asset visibility and threat detection conducted through the analysis of Recipient Data submitted to the Software as part of an Offering.

**“Updates”** means maintenance releases and error corrections as provided in the applicable Offering Description.