

CONTENT CONTRIBUTOR AGREEMENT

This CONTENT CONTRIBUTOR AGREEMENT ("**Agreement**"), dated as of _____ (the "**Effective Date**"), is by and between Cobalt Labs, Inc., a Delaware corporation ("**Cobalt**"), and _____, (the "**Contributor**"; collectively Cobalt and Contributor are the "**Parties**").

Contributor is a member of the Cobalt Core pentester group. The Parties mutually desire to facilitate Contributor's creation of product mzx on Cobalt's behalf, and to ensure Cobalt is vested with and preserves enforceable intellectual property rights in the products and services developed for or by Cobalt.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Content. Contributor agrees that, from time to time at Cobalt's request, Contributor may author written product documentation, articles, and similar content on behalf of Cobalt or in relation to Cobalt's products and services (the "**Cobalt Content**"). Contributor acknowledges that all Cobalt Content is work made for hire under the provisions of applicable law. All Cobalt Content created under this Agreement will be rendered upon the terms and conditions set forth herein and where applicable, subject to Cobalt's general terms and conditions and/or Contributor's ICA, and in any event Contributor shall author such Cobalt Content in a professional and workmanlike manner.

2 Term.

2.1 This Agreement is effective beginning on the Effective Date, and will continue in effect until terminated in accordance with the provisions of Section 1.2.

2.2 Either party may terminate this Agreement with thirty (30) days written notice to the other at such party's sole discretion. Additionally, this Agreement terminates immediately and without any need for further notification in the event the Contributor's ICA is terminated by either Party.

3 Intellectual Property.

3.1 Copyrights. Contributor hereby agrees to assign and transfer to the Cobalt, and by execution of this Agreement does transfer and assign, all right, title, and interest in and to its copyrights in any and all Cobalt Content produced hereunder, including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country.

3.2 Intellectual Property Transfer. For any Intellectual Property Rights in the Cobalt Content that are not assigned to Cobalt by Section 1, Contributor hereby assigns and transfers to Cobalt all right, title, and interest in and to its

Intellectual Property Rights in the Cobalt Content. For purposes of this Agreement, "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or unregistered), trade secret, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, database right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.

- 3.3 Cobalt Intellectual Property.** As between the Parties, Cobalt retains all right, title, and interest in and to Cobalt technology, Confidential Information, Intellectual Property Rights, proprietary information, and all modifications, alterations, derivative works, and enhancements thereto and all Cobalt-owned Intellectual Property Rights contained therein. All intellectual property and related material, including without limitation, any trade secrets, moral rights, goodwill, relevant registrations, or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name that is developed or produced by Cobalt shall be the sole property of Cobalt.
- 4 Representations and Warranties.** Contributor represents and warrants that: (i) the Cobalt Content assigned hereunder are the Contributor's original work and Contributor has the power and authority to assign its Intellectual Property Rights to the Cobalt Content in accordance with this Agreement; (ii) Contributor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Cobalt Content ; (iii) Contributor has the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (v) Contributor has no obligations to any employer (whether by law or by contract) that could in any way prohibit Contributor from assigning the Cobalt Content to Cobalt. Contributor agrees to immediately notify Cobalt in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.
- 5 Confidentiality.** Contributor recognizes that in the course of executing their obligations under this Agreement, Contributor may be exposed or become aware of information and materials related to Cobalt's business, which are confidential and proprietary in nature. Such confidential information includes, but is not limited to Cobalt technology, proprietary information, financial information, formulas, schedules, methodologies, strategies, and other sensitive information ("**Confidential Information**"), including without limitation, unpublished versions of the Cobalt Content. Contributor agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without Cobalt's prior written

authorization. Furthermore, upon termination of this Agreement, Contributor shall return all such information in tangible form (electronic or hard copy) in Contributor's possession to Cobalt. Contributor acknowledges that the duties and obligations set forth under this section are on-going and apply to Contributor even after the Agreement is terminated. The provisions contained in this section are further and more comprehensively outlined in Cobalt's Non-Disclosure Agreement ("**NDA**"), which Contributor is subject to and which is fully incorporated hereinto. To the extent there is a conflict between the information contained in this section and the Contributor's NDA, the terms of the NDA control.

- 6 **Indemnification.** Contributor shall indemnify and hold Cobalt and its affiliates, employees, officers, directors, agents, and any successors and assigns, harmless from and against any and all claims, damages, liabilities, costs, and expenses, including, without limitation, legal expenses and reasonable attorneys' fees, arising out of any breach, or any allegation which, if true, would evidence a breach by Contributor of any warranty, representation or other agreement made by Contributor in this Agreement.
- 7 **Independent Contractor.** It is the express intention of the Parties that Contributor is an independent contractor and not an employee, agent, joint venture or partner of Cobalt. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Cobalt and Contributor or any employee or agent of Contributor or for any other purpose. Contributor is not entitled to participate in any benefits provided by Cobalt, including but not limited to pension plans, bonus plans, or similar benefits that Contributor may provide for its employees. Contributor shall retain the right to contract to author similar content for third parties while Contributor is under contract with Cobalt, as long as doing so does not create a conflict of interest and Contributor can do so while respecting Intellectual Property Rights.

7.1 **Independent Contractor Agreement.** Cobalt and Contributor acknowledge that the Contributor's services as a Cobalt Core security researcher is subject to a separately executed Independent Contractor Agreement ("**ICA**") which fully establishes the circumstances under which Cobalt engages Contributor for the provision of security testing services. This Agreement does not implicate the subject matter thereof in any way, and the Parties acknowledge the continuing validity of the ICA as the governing agreement concerning the subject matter thereof.

- 8 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT COBALT, OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THEIR SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF

CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH (S). IN ANY CASE, COBALT'S ENTIRE ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

- 9 Governing Laws.** To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding its conflicts of laws principles. To the full extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation Contributor has received has been provided solely for Contributor's convenience.
- 10 Arbitration.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. Any dispute arising out of or relating to this Agreement, including the scope or applicability of this agreement to arbitrate, that cannot be resolved by negotiation shall be determined by final and binding arbitration in San Francisco, California. The arbitration shall be conducted by a neutral arbitrator in accordance with the Employment Arbitration Rules and Procedures issued by the Judicial Arbitration and Mediation Service ("JAMS") at the time of arbitration, or another mediation service if mutually agreed to by the Parties. The Parties shall have the right to conduct discovery in accordance with applicable discovery provisions of the state described below. Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a demurrer or summary judgment prior to the arbitration hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under applicable law, including, but not limited to, attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion. The decision or award of the arbitrator shall be final and binding upon the Parties. Both Parties shall equally bear the costs and fees associated with arbitration, including the arbitrator's fees. Judgment on the Award may be entered in any court having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

 - 10.1** This Agreement and the arbitration hearing shall be governed by California law, except as to the Federal Arbitration Act ("FAA") and other instances where federal law preempts state law or governs the claim(s) at issue. Where the FAA is silent, or where, by operation of law, the FAA does not apply, the substantive law of the above-defined state shall apply.
- 11 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the Parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

12 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contributor without the prior written consent of Cobalt.

13 Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.

14 Entire Agreement: This Agreement constitutes the entire Agreement between Contributor and Cobalt with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the Parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRIBUTOR	COBALT LABS, INC.
Name: _____	By: _____
Signature: _____	Title: _____
Date: _____	Signature: _____
	Date: _____