END USER LICENSE AGREEMENT FOR COBALT STRIKE

The Gist

HelpSystems LLC sells licenses to the Cobalt Strike software for lawful and ethical penetration testing purposes. Cobalt Strike is meant for use by an extremely technical and skilled end user, it is up to you to make sure the software meets your needs and behaves in a safe manner for your use cases. All users acknowledge that HelpSystems LLC disclaims all liability for damages caused by use of Cobalt Strike, even if HelpSystems LLC has been advised of such potential damages. Please make sure you read through, understand and agree with these terms before you download Cobalt Strike.

END USER LICENSE AGREEMENT

This copy of Cobalt Strike (the "Software Product" or "Software") and accompanying documentation is provided as a limited license and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. HelpSystems LLC or its subsidiaries, affiliates, and suppliers (collectively "HelpSystems LLC") own intellectual property rights in the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL

OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

License Term/Grant

The License Term is the period in which the Licensee is authorized to use the Software. This period is specified when the product is ordered. A typical License Term is one year. Cobalt Strike's default license is for one user per license key for one year. If not specifically designated otherwise, Cobalt Strike is licensed as a default license. HelpSystems LLC hereby grants to the Licensee, during the License Term only, a non-exclusive, non-transferable license to use Cobalt Strike solely for ethical penetration testing purposes only. Licensee shall ensure that only one User uses the Software for each purchased license key. No other Users are licensed to use the Software.

Trial License

A trial version of Cobalt Strike is available for evaluation purposes. Subject to the terms and conditions of this agreement, HelpSystems LLC hereby grants to the Trial Licensee, during the Trial Term only, a non-exclusive, non-transferable license to use Cobalt Strike solely for evaluation purposes only. The default Trial Term is 7 days. HelpSystems LLC may grant a longer Trial Term by request. Trial licenses are not eligible for Updates or Support and may be revoked by HelpSystems LLC at any time for any reason.

Updates

During the License Term only, HelpSystems LLC grants the right to use, as part of the Software, software updates as they are made generally available to HelpSystems LLC's end user customers. HelpSystems LLC decides the frequency and contents of updates. During the License Term, Users shall also be entitled to receive updates to the Software Product that add additional methods for penetration testing ("Cobalt Strike Arsenal"). Users are encouraged to install Cobalt Strike Arsenal updates and utilize them to maximize the effectiveness of the Software Product. Users shall not distribute any information regarding Cobalt Strike Arsenal updates or any related derivative works to any third parties, including but not limited to, anti-virus vendors or to organizations that collect samples for anti-virus vendors.

Support

HelpSystems LLC offers email support for the Software during the License Term only. HelpSystems LLC shall not be obligated to support third-party products or dependencies used by or with the Software, including products or dependencies from the Metasploit® Framework or Java frameworks.

Restrictions on Transfer

Without first obtaining the express written consent of HelpSystems LLC, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

Restrictions on Use

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product. Users are encouraged to make alterations and derivative works of the Cobalt Strike Arsenal updates. The Software Product shall not be used in your marketing materials without express written consent from HelpSystems LLC.

Restrictions on Alteration

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product.

Limited Software Product Warranty

For a period of 90 days from the date of shipment or from the date that you download the Software Product, as applicable, HelpSystems LLC warrants that when properly installed and used under normal conditions, the Software Product will perform substantially as advertised.

Disclaimer of Warranties and Limitation of Liability

THE SOFTWARE PRODUCT IS BEING PROVIDED "AS IS" AND UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY HELPSYSTEMS LLC, HELPSYSTEMS LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE PRODUCT.

LICENSEE WARRANTS THAT THE SOFTWARE PRODUCT WILL BE USED BY AN EXTREMELY TECHNICAL AND SKILLED USER AND MUST BE USED IN A SAFE AND ETHICAL MANNER.

HelpSystems LLC makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. HelpSystems LLC makes no warranty that operation of the Software Product will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. HELPSYSTEMS LLC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE. UNDER NO CIRCUMSTANCES SHALL HELPSYSTEMS LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR TORT (INCLUDING NEGLIGENCE) OF HELPSYSTEMS LLC OR ANY OTHER PARTY, EVEN IF HELPSYSTEMS LLC IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, AND ANY DAMAGES RELATING TO THE SOFTWARE PRODUCT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE PRODUCT LICENSES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS HELPSYSTEMS LLC'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

Limitation of Remedies and Damages

Any claim must be made within the applicable warranty period. All limited warranties on the Software Product are granted only to you and are nontransferable. You agree to indemnify and hold HelpSystems LLC harmless from all claims, judgments,

liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions and from any claims of third parties arising out of your use of the Software Products.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of Delaware, without regard to Delaware's conflict or choice of law provisions.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

Termination

Licenses subject to this Agreement will be forfeited if you fail to comply with any of the terms of this Agreement or are in breach of this Agreement.

Export

You acknowledge that the export of the Software Product is subject to export or import control and agree that the Software Product or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless you obtain all necessary licenses from the U.S. Department of Commerce or other agency as required by law. In furtherance of the export restriction agreements set forth above, you agree as follows: (a) you represent that you are not under the control of the government of Cuba, Iran, Sudan, North Korea, Syria, or any country to which the United States has prohibited export; (b) you will not download or otherwise export or reexport the Software Product or associated documentation, directly or indirectly, to the countries referenced above or to citizens, nationals or residents of those countries; (c) you represent that you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; and (d) you will not allow the Software Product to be used for any purposes prohibited by United States law, including, without limitation, for the development, design,

manufacture or production of nuclear, chemical or biological weapons of mass destruction.

Government Restricted Rights

This section applies to all acquisitions of the Software Product by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The Software Product was developed at private expense and is Commercial Computer Software, as defined in Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)). If for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, then the Government's rights to use, duplicate or disclose the Software are limited to "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2) (June 1987), or DFARS 252.227-7014(a)(14) (June 1995), as applicable.

Nondisclosure of Confidential Information

"Confidential Information" means all non-public, confidential or proprietary information, in whatever form or medium, by one party to the other party or its affiliates, or to any of such party's or its affiliates' employees officers, directors, partners, members, shareholders, agents, attorneys, accountants, contractors or advisors, and shall include, but not be limited to, the Software licensed by HelpSystems LLC to you, information relating to a party's business concepts, non-public or personal information about customers, merchandising methods, ideas, processes, formulas, data programs, know-how, improvements, discoveries, business plans, financial information and compilations, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, potential new product information, budgets, technology, projections, pricing strategies, costs, customer and supplier information, consumer personally identifiable information and all other information defined as a "trade secret" under the laws of the applicable jurisdictions.

Each party agrees that the party receiving Confidential Information ("Receiving Party") shall exercise the same degree of care and protection with respect to the Confidential Information of the party disclosing the Confidential Information ("Disclosing Party") that it would exercise with respect to its own Confidential Information and shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Disclosing Party, without the prior written consent of the Disclosing Party, except the Receiving Party may disclose Confidential Information on a need-to-know basis, to affiliates,

subsidiaries, employees, agents, contractors or representatives of the Receiving Party who are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations of the Receiving Party under this agreement or in accordance with a judicial or other governmental order, but only if the Receiving Party promptly notifies the Disclosing Party of the order and complies with any applicable protective or similar order. The Receiving Party will cause its affiliates, subsidiaries, employees, agents, contractors or representatives to comply with the provisions of this section.

HelpSystems LLC and you agree that the Receiving Party will promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement; and assist the Disclosing Party in every reasonable way to retrieve any Confidential Information that was used or disclosed by the Receiving Party or an employee, agent and representative of the Receiving Party without the Disclosing Party's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

HelpSystems LLC and you agree that the Receiving Party will not be in breach of this section by using or disclosing Confidential Information if the Receiving Party demonstrates that the information used or disclosed (a) is generally available to the public other than as a result of a disclosure by the Receiving Party or an employee, agent and representative of the Receiving Party; (b) was received by the Receiving Party from a third party without any limitations on use or disclosure; or (c) was independently developed by the Receiving Party without use of the Confidential Information.

HelpSystems LLC and you agree that upon the request of the Disclosing Party, the Receiving Party will (a) promptly return to the Disclosing Party all materials furnished by the Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Receiving Party, and provide written certification that all such Confidential Information has been returned to the Disclosing Party, or (b) promptly destroy all materials furnished by the Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Receiving Party, and provide written certification that all such Confidential Information has been destroyed by the Receiving Party.

HelpSystems LLC and you acknowledge and agree that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each Party may obtain injunctive relief or other equitable relief to restrain a breach or

threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

Miscellaneous

This agreement does not create or imply any relationship in agency or partnership between you and HelpSystems LLC.

This Agreement and the terms and conditions contained in this Agreement apply and are binding upon your successors and assignees.

This Agreement may be updated from time to time and any changes will be posted on our website. By continuing to access the Software after any changes become effective, you agree to be bound by the revised terms.

The failure of HelpSystems LLC to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.