

END USER LICENSE AGREEMENT

FOR

COBALT STRIKE

The Gist

Strategic Cyber LLC sells licenses to the Cobalt Strike software for lawful and ethical penetration testing purposes. Cobalt Strike is licensed for use by one user per license key for a fixed period (typically, one year). 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 Strategic Cyber LLC disclaims all liability for damages caused by use of Cobalt Strike, even if Strategic Cyber 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") 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. Strategic Cyber LLC or its subsidiaries, affiliates, and suppliers (collectively "Strategic Cyber 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

Last Update: 12 Oct 2012

INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

License Term

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.

License Grant

Strategic Cyber 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, Strategic Cyber 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. Strategic Cyber LLC may grant a longer Trial Term by request. Trial licenses are not eligible for Updates or Support and may be revoked by Strategic Cyber LLC at any time for any reason.

Updates

During the License Term only, Strategic Cyber LLC grants the right to use, as part of the Software, software updates as they are made generally available to Strategic Cyber LLC's end user customers. Strategic Cyber 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

Strategic Cyber LLC offers email support for the Software during the License Term only. Strategic Cyber 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.

Restrictions on Transfer

Without first obtaining the express written consent of Strategic Cyber 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.

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, Strategic Cyber 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 STRATEGIC CYBER LLC, STRATEGIC CYBER 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.

Strategic Cyber LLC makes no warranty that the Software Product will meet your

Last Update: 12 Oct 2012

requirements or operate under your specific conditions of use. Strategic Cyber 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. STRATEGIC CYBER 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 STRATEGIC CYBER 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 STRATEGIC CYBER LLC OR ANY OTHER PARTY, EVEN IF STRATEGIC CYBER LLC IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS STRATEGIC CYBER 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 non-transferable. You agree to indemnify and hold Strategic Cyber 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.

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.