End Use Statement

[Client/Recipient]

This document contains the End-Use Statement which must, pursuant to the terms and conditions of the Fortra LLC End User License Agreement and the Order Form with reference [REFERENCE NO.] and other documents incorporated by reference therein ("**Agreement**"), of which this End-Use Statement is an integral part, and/or the applicable export laws, be completely and truthfully filled out by Client (as defined in the Agreement and section A.2 below).

To the extent this End-Use Statement applies to the license of an Outflank Security Solution (OST), if Client is located outside of the European customs union and outside of countries covered under Union General Export Authorization EU001, Client is also required that this document be legalized by Client's local competent authority (often the local Chamber of Commerce) before the provision of services under the Agreement may commence.

A. Parties
1. Supplier Fortra LLC, with its principal office located at 11095 Viking Drive, Suite 100, Eden Prairie, MN 55344 (hereinafter "**Supplier**" or **"Fortra"**)
2. Client [Name company], with its principal office located at [address] (hereinafter "**Recipient**" or "**Client**")

B. Dual-use services and technology
1. Description of dual-use services and technology A set of cyber security tools that include Cobalt Strike, Outflank Security Tooling, and Core Security products (the "**Solutions**"), intended to be used in legitimate offensive operations such as red teaming, that help in penetration testing exercises.
2. End Use Offensive IT security operations, such as red teaming, on (check box as applicable): ☐ Recipient's own IT environment (internal red teaming); ☐ IT environment of Recipient's customers (external red teaming); ☐ [OTHER – PROVIDE].
3. Specification of end use location The dual-use services and technology will be used from (check box if applicable): ☐ Recipient's principal office; ☐ Recipient's other offices and/or (if explicitly agreed) offices of subsidiaries of Recipient in which it holds more than fifty percent (50%) of the voting rights, located at [PROVIDE FULL DETAILS, INCLUDING FULL COMPANY INFO FOR SUBSIDIARIES IF ANY]; ☐ One or more remote work locations of Authorized Users (as defined in the Agreement, including (if agreed) those employed at subsidiaries of Recipient in which Recipient holds more than fifty percent (50%) of the voting rights), located at [PROVIDE].

C. Certification
Recipient certifies as follows: (A) We will only use the Solutions for lawful and ethical penetration testing purposes. We have or will obtain written consent from the organization whose systems are tested with the Solutions. (B) We will not use the Solutions for law enforcement, intelligence-gathering, or military purposes. (C) Under no circumstance will we use the Solutions for surveillance or offensive cyber activities against individuals, or in violation of internationally recognized human rights standards. (D) The Solutions will be treated as strictly confidential and will not be passed on to other companies or parties. (E) The Solutions will not be used to create (similar or dissimilar) services, goods and/or technology. (D) We understand that the Solutions are subject to the export jurisdiction of the United States and the Netherlands under the U.S. Export Administration Regulations and other U.S. and Dutch laws. These laws restrict the export, re-export, retransfer, and use of the software and restrict our use and handling of the software. 1. Exports, re-exports, retransfers, and use of the Solutions are subject to restrictions set forth under applicable export regulations. 2. We will not sell, export, re-export, divert, or transfer the Solutions or otherwise allow the Solutions to be used by another company or person contrary to U.S. and Dutch law. 3. We will not sell, export, re-export, divert, transfer or otherwise allow the Solutions to be used in activities that support the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, nor use the Solutions in any facilities which are engaged in activities relating to such weapons or applications. 4. We are not under the control of the government of Cuba, Iran, Syria, Sudan, North Korea or any other country to which the United States or the Netherlands prohibit exports; we will not use the Solutions in support of any operations in an embargoed country; we will not carry a computer with the Solutions loaded, download or access the Solutions from an embargoed country or otherwise export or re-export the Solutions or associated documentation, directly or indirectly, to an embargoed country or provide it to citizens, nationals or residents of those countries. 5. We are not listed on the U.S. Department of Treasury Specially Designated Nationals list or Sectoral Sanctions List; the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List; or the U.S. Government System for Award Management Excluded Parties List. Nor are any of our officers or employees subject to sanctions Related to Significant Malicious Cyber- Enabled Activities, as administered by the U.S. Department of Treasury. 6. We have either provided a copy of the required import permit or other applicable import authorization to Fortra or, if we have not provided a copy of an import authorization, we certify that no import authorization is required. We understand that the certifications made in this End-Use Statement shall survive expiration or termination of any license or agreement between the Fortra and us.

[SIGNATURE PAGE FOLLOWS]

I certify that I am a corporate officer or other representative of the undersigned company with sufficient authority to make the certifications above and that I am authorized to legally bind the company and sign this End User Statement on its behalf.

_____

Signature and Date

_____

Printed Name Telephone / Email

_____

Company Name Corporate Position

Stamp of the Chamber of Commerce or other legalizing authority