END USER LICENSE AGREEMENT
FOR
OFFENSIVE SECURITY SOLUTIONS

This End User License Agreement (the "**Agreement**") is entered into and made as of the date set forth in the Purchase (the "**Effective Date**") by and between Fortra, LLC, on behalf of itself, and its affiliated entities (collectively referred to herein as "**Fortra**") and the Ordering Activity under GSA Schedule contracts identified in the Order (referred to herein as, "**Client**", "**You**", "**Your**", or "**End User**") with respect to the provision and license of the Fortra's Solutions identified below. Fortra and Client may also be referred to herein as a "**Party**" and/or collectively as the "**Parties**".

Solution Purpose and Authorized Use:

Fortra licenses the *Cobalt Strike* and/or the *Outflank Security Tooling* ("**OST**") and/or the *Core Impact* solutions (the "**Solutions**") for lawful and ethical penetration testing and/or red teaming purposes to approved customers and Authorized Users. The Solutions are meant for use by an extremely technical and skilled end-user, and it is up to You to make sure that either Solution meets Your needs and behaves in a safe manner for Your authorized and approved use cases as evidenced in the End-Use Statement. You acknowledge and agree that Fortra disclaims all liability for damages caused by Your use of the Solutions, even if Fortra has been advised of such potential damages. Please make sure You read through, understand, and agree with these terms before you access and/or use the Solutions.

You agree to provide Fortra with any information reasonably requested by Fortra about Your use of the Solutions, including, but not limited to, an executed End-Use Statement.

Proprietary Rights and License:

Fortra retains sole and exclusive ownership of all intellectual property and proprietary rights (including without limitation all copyrights, patents, moral rights, trademark rights, trade secret rights, and other intellectual property and industrial property rights) in the Solutions, including all software, systems, methods, threat intelligence and assessments, analysis, data analytics, know-how, data, provisioning documentation and materials, portals, tools, marketing materials and collateral and content, works of authorship, business information, pricing information (collectively, "**Fortra's Property**"). The Solutions and accompanying documentation are provided to You as a limited license and not sold. Your license to access and use the Solutions are subject to these rights and to all the terms and conditions of this Agreement.

Acceptance:

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. 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 ACCESS OR USE THE SOLUTIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SOLUTIONS IN ANY MANNER.

Fees and Payment:

You shall pay to Fortra or its authorized reseller as applicable all fees for the Solutions as provided on the Order Form. Fortra shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Except as provided on the Order Form, payment is due thirty (30) days after the invoice receipt date.

License Term/Grant:

The License Term is the period in which You are authorized to access and use a Solution as provided on an Order Form. If the initial term is not specified in the Order Form, the initial term will be deemed to have a duration of twelve (12) months. Upon expiration of the initial term, the term of the Agreement may berenewed for additional successive terms of the same duration as the initial term (the "**Renewal Term**") by executing a written order for the successive

Renewal Term. Such Renewal Terms will be under the terms and conditions of the initial term, unless Fortra has provided written notice to Client of any amended terms and conditions and/or a pricing increase at least sixty (60) calendar days prior to the beginning of the Renewal Term. In such an event, the amended terms and conditions and/or the pricing increase will apply to the Renewal Term.

Fortra hereby grants to You, during the License Term only, a non-exclusive, non-transferable, and non-sublicensable license to access and use the purchased Solution solely for ethical penetration testing and/or red teaming purposes and in accordance with Your End-Use statement. You shall ensure that only one individual Authorized User uses the licensed Solution for each purchased license key. An "**Authorized User**" is an individual employee of Client that may access and use the Solutions, designated as such by way of the Order Form. If the Parties have explicitly agreed such by way of the Order Form, this may also concern individual employees of specified affiliate companies of Client and/or self-employed individual contractors engaged by Client, acting in the course of their profession or business. No other individual end-users of Client are licensed to use the Solution.

Solution Updates:

Fortra grants You the right to use Solution updates as they are made generally available to Fortra's customers during the License Term. Fortra shall decide the frequency and content of the Solution updates, if any. You are encouraged to install all updates and utilize them to maximize the effectiveness of the Solution. You shall not distribute any information regarding the 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:

Fortra offers email (or other mutually agreed methods of electronic support) support for the Solutions during the License Term only. Fortra shall not be obligated to support third-party products or dependencies used by or with the Solutions, including products or dependencies from the Metasploit® Framework or Java frameworks.

Restrictions on Transfer:

Without first obtaining the express written consent of Fortra, You may not assign (whether by contract or operation of law) Your rights and obligations (or delegate Your obligations or duties in any way) under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer Your license rights to the Solutions.

Restrictions on Use:

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Solutions, or modify or attempt to modify the Solutions in any way unless expressly authorized in writing by Fortra. The Solutions shall not be used in Your marketing or press or online materials without express written consent from Fortra. Care must be taken to minimize the proliferation of Solution binaries, files, license codes, or other protected information to non-authorized parties and users. Fortra reserves the right, in its sole discretion, to immediately suspend or terminate an Authorized User access to, or delivery of, the Solutions (in whole, or in part, including by way of example, an individual Account) (i) to any Authorized User who is (or is believed to be) in violation of this Agreement; (ii) to any Authorized User who poses a threat to the security of Fortra or the operation of the Solutions; (iii) to any Authorized User who exposes Fortra to potential damages; or (iv) to any Authorized User who uses a Solution for product sales, marketing, product research and development, or product quality assurance purposes.

Restrictions on Alteration:

You may not modify the Solutions or create any derivative work of the Solutions or its accompanying documentation unless expressly authorized in writing by Fortra. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Solution.

Authorized Users:

Authorized Users must be specified in the Order Form or on the End-Use Statement. Client must notify Fortra if Authorized Users are no longer employed or engaged by Client or if the Authorized User moves to a different role within the Client company. Such notification will be considered as an immediate amendment of the Order Form, resulting in removal of the (former) Authorized User in question. Any additions to or replacements in the list of Authorized Users or the capacity for Authorized Users included in the license for the Solutions contained in the Order Form can only occur with the written approval of Fortra – upon which it will be considered an immediate amendment of the Order Form. Client is not entitled to a refund in the event it does not fully make use of the permitted capacity for Authorized Users, or if it doesn't replace a removed Authorized User.

Disclaimer of Warranties and Limitation of Liability:

FORTRA WARRANTS THAT THE SOLUTIONS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SOLUTIONS WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOLUTIONS ARE PROVIDED "AS IS" AND UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY FORTRA, FORTRA 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.

YOU WARRANT THAT THE SOLUTIONS WILL BE USED BY AN EXTREMELY TECHNICAL AND SKILLED USER AND MUST BE USED IN A SAFE AND ETHICAL MANNER. FORTRA MAKES NO WARRANTY THAT THE SOLUTIONS WILL MEET YOUR NEEDS OR OPERATE UNDER YOUR SPECIFIC CONDITIONS OF USE. FORTRA MAKE NO WARRANTY THAT OPERATION OF THE SOLUTIONS WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOLUTION TO MEET YOUR REQUIREMENTS.

FORTRA 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 FORTRA, 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, ACCESS, OR USE OF THE SOLUTIONS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR TORT (INCLUDING NEGLIGENCE) OF FORTRA, EVEN IF FORTRA IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, AND ANY DAMAGES RELATING TO THE SOLUTIONS SHALL BE LIMITED TO THE AMOUNT PAID FOR THE PARTICULAR SOLUTION LICENSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS FORTRA'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

Governing Law, Jurisdiction:

This Agreement is governed by the Federal laws of the United States, without regard to conflict or choice of law provisions.

Audit and Cooperation:

During the course of the Agreement, due to the sensitive nature of and strict oversight and laws and regulations applicable to the Solutions provided, Fortra shall have the right to engage an independent third party bound by confidentiality to perform an audit in order to verify Client's compliance with this Agreement. The costs in connection

with the audit will be borne by Fortra.

Client shall ensure that each instance of access or use of a Solution is in strict compliance with the applicable End-Use Statement. Client must follow all reasonable instructions provided by Fortra in relation to Client's access or use of the Solutions, including, but not limited to any Solution specific documentation, operating manuals, and record keeping requirements. In addition, Client shall provide Fortra all necessary information regarding its access or use of the Solutions as may be required by any regulator or Fortra in order to comply with applicable laws and regulations.

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:

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Fortra shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Export and Other Laws:

You acknowledge that the export of the Solutions are subject to export or import control and agree that the Solutions 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 (or other applicable authorities such as the Dutch Customs' Central Import and Export Office ("**CDIU**")). 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 or the European Union has prohibited export; (b) You will not download or otherwise export or reexport the Solutions 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 Solutions to be used for any purposes prohibited by United States, European or Dutch law, including, without limitation, providing the Solutions to or using the Solutions in services for sanctioned entities. Client expressly acknowledges and agrees that any requirements, provisions, and limitations regarding the export and end-use of (dual-use) Solutions as contained in this Agreement and the applicable regulations shall apply to any Solution documentation and support provided in relation to those Solutions.

You shall at all times in the performance of Your obligations under this Agreement strictly comply with all laws, regulations and orders, and You agree to commit no act which, directly or indirectly, would violate any United States (or other applicable foreign export control laws, including, but not limited to the Netherlands and the European Union) laws, regulations or orders, including, without limitation, tax, export and foreign exchange laws, import controls, and export controls imposed by the U.S. Export Administration Act of 1979 as amended, the United States Foreign Corrupt Practices Act and the European Dual-use Regulation and its national implementation in the Netherlands.

In order for Fortra to be able to provide the Solutions, Client must accurately and completely fill out the End-Use Statement. In the event an export application is required for the provision of the Solutions, Client may be required to have the document 'legalized' by the competent authorities in the jurisdiction where Client has its place of business (often the local Chamber of Commerce). Client shall (a) follow all reasonable instructions given by Fortra and provide all necessary cooperation in connection with the export application and the Agreement in a timely and efficient manner and (b) provide all necessary information as may be required by the U.S Department of Commerce, CDIU, and/or Fortra in order to perform required due diligence on Client, Client's use of the Solutions, and Client's Authorized Users. If an export application is not approved, Fortra has the right to terminate the Agreement. Fortra and Client may

mutually agree to attempt another export application. Client is responsible for the payment of all export application fees.

Commercial Software:

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) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3).

Nondisclosure of Confidential Information:

"**Confidential Information**" means all non-public, confidential or proprietary information, in whatever form or medium, disclosed 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, Fortra's Property, the Solutions and documentation licensed by Fortra 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.

Fortra 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.

Fortra 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.

Fortra 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. Fortra recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

Miscellaneous:

This Agreement does not create or imply any relationship in agency or partnership between You and Fortra. This Agreement and the terms and conditions contained in this Agreement apply and are binding upon Your successors and permitted assignees. This Agreement incorporates and includes, as applicable to a particular Solution, any End- Use Statements, Solution Service Descriptions, Solution Documentation and/or Solution-specific Addendums. This Agreement may be updated from time to time and any changes will be posted on our website or provided to You via email By continuing to access or use the Solutions after any changes become effective, You agree to be bound by the revised terms. The failure of Fortra 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. Any notices to Fortra shall be sent to 11095 Viking Drive, Suite 100 Eden Prairie, MN 55344, Attention: Legal. Notices to You shall be sent to the address provided on the Order Form.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

FORTRA, LLC:	**_____:**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: