



END USER LICENSE AGREEMENT

Effective Date: July 13, 2017

This CYBRScore End User License Agreement (the "**Agreement**") is a contract between you and TeleCommunication Systems, Inc. (the "**Company**"), a wholly-owned subsidiary of Comtech Telecommunications Corp. with corporate offices at 68 South Service Road, Melville, New York 11747 USA for use and limited access to CYBRScore™, a premium, performance-based cyber skills training and assessment system that quantifies a user's ability (the "**Services**").

Please read this Agreement carefully. It contains important terms that affect the use of the Services. By clicking, "Accept" or other similar language, or by using the Services, you agree to be bound by the terms of this Agreement, including the disclaimers. If you do not agree to these terms, do not use the Services. Company reserves the right to change or modify the terms and conditions set forth herein at any time and in its sole discretion. Any changes will be effective immediately upon posting them to the Company website. Your continued use of the Services will confirm your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Services. You and the Company collectively shall be referred to herein as the "Parties" and each individually as a "Party."

1. Definitions. Capitalized terms used in this Agreement shall have the meaning set forth in this Section 1:

"**Charges**" means the service fees and other charges paid on your behalf as more specifically defined in the commercial agreement between the Company and the party who paid for or otherwise authorized your use of the Services. For avoidance of doubt, the Charges are the amount paid solely for your use of the Services alone and not any other end user.

"**Third Party Developers**" refers to owners and authors of Third Party Products and their respective partners, directors, officers, and employees.

"**Third Party Products**" refers to third party technology (other than the Services) that are made available to you as part of your use of the Services. Third Party Products are licensed under Third Party Terms.

"**Third Party Terms**" refer to separate license terms that are either referenced in Attachment A (Third Party Products Terms), or are specified in readme files or other licensing files that accompany Third Party Products.

- 2. License Conditioned Upon Agreement To Terms.** Company and its licensors grant to you of the licenses to use the Services is conditioned upon your agreement to the terms and conditions set forth in this Agreement.
- 3. Services Not Error-Free.** You acknowledge that the Services and the Third Party Products may be interrupted from time to time. You further acknowledge that the Services the Third Party Products are not error-free.
- 4. Suspension of Use.** Company and its licensors will be entitled, on reasonable grounds, including the reasonable belief of fraud or illegal activity by you or any individual under your control in their use of the Services, to suspend access by you to the Services. You understand that Company and its licensors may be required by law enforcement agencies to disclose information regarding your use of the Services and that Company and its licensors will comply with such requests.
- 5. License Grant.** You agree that the Services and all upgrades, corrections, and enhancements thereto shall be, and remain at all times, the property of Company and its licensors and/or suppliers (including all copyrights and other intellectual property rights relating thereto). Company grants to you a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Services.

6. **Not for Resale.** Unless the Parties otherwise agree in writing, your use of the Services shall be for your own use and not for resale to third parties. This Agreement provides you with no right or license to copy or distribute any version of the Services.
7. **Limitations on Use.** No license is given to you to the source code to any SERVICES underlying the Services. Without the express written authorization from Company, you shall not (nor through any third party): (i) use, copy, duplicate or reproduce all or any portion of the Services (including the Documentation) for any purpose other than as specified in this Agreement; (ii) decompile, disassemble, re-program, analyze, reverse engineer any of the Services (in whole or in part) or otherwise attempt to reconstruct, identify or discover any underlying ideas, underlying user interface techniques or algorithms, or source code, or disclose any of the foregoing (except to the extent such restriction is prohibited by law); (iii) except as expressly authorized herein, sell, rent, lease, license, sublicense or in any way redistribute any or all of the Services; (iv) use the Services to create a service bureau, timesharing arrangement, or application service provider; (v) modify, adapt, translate, prepare derivative works of all or any portion of the Services or attempt to do so; (vi) remove, obscure or alter Company's or its licensors' product identification, copyright notices, Marks or other proprietary rights notices affixed to or contained within the Services, Documentation, or Third Party Products; (vii) permit the Services to be used, examined, reviewed or inspected by others, other than by your employees, auditors or governmental agencies as required by law; (viii) disclose the results of any benchmark or evaluation of the Services to any third party (whether or not obtained with Company's assistance) without Company's prior express written consent; (ix) use the Services, Documentation or any information contained therein or otherwise provided by Company or its licensors for the purposes of developing, or having developed, any products or services competitive with the Services; (x) incorporate, link, or distribute the Services with any code or SERVICES licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause the Services (or any modifications thereto) to become subject to the terms of the GPL, LGPL, Mozilla or such other open source license. You shall not authorize, or acquiesce in, any other person engaging in any of the foregoing activities, or attempting to do so.
8. **Access and Passwords.** You are responsible for accessing the Service in accordance with the terms of this Agreement and maintaining the confidentiality of all passwords at all times and for ensuring that issued passwords are used only by you. You are entirely responsible for all activities that occur under your account and all Charges incurred in connection with use of the Services using your passwords. You shall immediately notify Company of any unauthorized use of your account or any other breach of this Agreement or any security breach known by you. Company shall have no liability for any loss or damage arising from your failure to comply with these requirements.
9. **Third Party Products.** The Services may contain or require the use of Third Party Products that are provided with the Services. Third Party Products are licensed to you either under the terms of this Agreement or, if specified in Attachment A (Third Party Products Terms) to this EULA, the Third Party Terms applicable to such Third Party Product. With respect to your use of the Third Party Products, in the event of any conflict between this Agreement and the Third Party Terms, the Third Party Terms control. Notwithstanding the foregoing sentence, any license to use the Third Party Products set forth in the Third Party Terms shall be strictly limited to your use only during training sessions provided as a component of the Services and no distribution, copying or use of the Third Party Products is authorized outside of the Services. Third Party Developers may provide certain notices to you in documentation, readme files or notice files in connection with such Third Party Products.
10. **Compliance With Laws and Terms.** You agree to abide by (a) all laws and regulations applicable to the Services and the Third Party Products and (b) these terms and the Third Party Terms.
11. **Export of Services.** All Services, content, documents, technical data, and any other materials delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with these laws and regulations.
12. **Company Intellectual Property Rights.** You acknowledge and agree that the intellectual property rights underlying the Services ("**Company IP**") are owned by, and shall remain the sole property of Company and its licensors, that the Company IP contains, embodies and is based upon worldwide patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "**Intellectual Property Rights**") owned or licensed by Company and its licensors, and

that Company and its licensors shall continue to be the sole owner of all Intellectual Property Rights in and to the Company IP worldwide including, without limitation, any derivative works. This Agreement does not convey to you title or ownership of the Intellectual Property Rights underlying the Company IP, but only a right of limited use in accordance with this Agreement. You acknowledge that the Company IP provided by Company pursuant to this Agreement is entitled to protection under applicable copyright and other intellectual property laws and constitute valuable assets, trade secrets and proprietary rights of Company or its licensors.

- 13. Suggestions.** Many of Company's changes to content, user interfaces, features, functionality, and other aspects of the Services come as a result of suggestions made by customers and partners, whether in the form of suggestions, enhancement requests, recommendations, or other feedback (collectively, "**Suggestions**"). All customers benefit from Company incorporating Suggestions in future releases of the Services. You grant to Company an irrevocable, worldwide, royalty-free, perpetual license to use as Company deems appropriate any Suggestions that you, or any person or entity under the direction or control of you, provides to Company, to incorporate such Suggestions in any form into the Services or any other products or services, and to exercise any other rights with respect to such Suggestions. Company shall be entitled to use any Suggestions without restriction and without obligation to you or any third party.
- 14. Termination.** At the end of your training session, unless otherwise specifically agreed between the Parties, all right to use the Services and the Third Party Products cease. Company may terminate this Agreement:
- a) with immediate effect by written notice given by Company if Company's agreement with a supplier or licensor of the Services is terminated or restricted for any reason; or
 - b) with immediate effect by written notice given by Company or its licensors if you commit any material breach of any term of this Agreement or any Third Party Terms that (in the case of a breach capable of being remedied) shall not have been remedied within five (5) business days of a written request to remedy same.
- 15. Upon Termination.** Upon expiration or termination of this Agreement in whole or in part, all right to use the Services ceases, you must uninstall and delete all components of the Services supplied and, if requested by Company or its licensors, certify to Company or its licensors that such deletion occurred.
- 16. DISCLAIMER OF WARRANTY.** COMPANY, ITS LICENSORS, AND THIRD PARTY DEVELOPERS DO NOT MAKE ANY WARRANTIES, TERMS, REPRESENTATIONS OR STATEMENTS WHATSOEVER WHETHER EXPRESSED OR IMPLIED BY STATUTE, CUSTOM, USAGE OR OTHERWISE WITH RESPECT TO THE SERVICES OR THIRD PARTY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES OR THIRD PARTY PRODUCTS, MERCHANTABILITY OR QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICES OR THIRD PARTY PRODUCTS ARE ACCURATE OR COMPLETE, AND ALL SUCH WARRANTIES ARE DISCLAIMED HEREBY. THE SERVICES AND THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU AGREE THAT NO COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE SHALL APPLY TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR ONLY REMEDIES IN RESPECT OF ANY CLAIM WHATSOEVER THAT YOU MAY WISH TO BRING AGAINST COMPANY AND ITS LICENSORS ARE AS EXPRESSLY PROVIDED IN THIS AGREEMENT.
- 17. Limitation of Liability.**
- 17.1 LIMITATION ON INDIRECT DAMAGES.** NEITHER OF THE PARTIES (NOR THEIR LICENSORS OR THIRD PARTY DEVELOPERS) SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, ECONOMIC, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIRD PARTY PRODUCTS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE

FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO EITHER PARTY OR THEIR LICENSORS.

17.2 LIMITATION ON DIRECT DAMAGES. BOTH PARTIES SHALL BE LIABLE TO THE OTHER FOR DIRECT DAMAGES ONLY, IN AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL AMOUNT OF CHARGES.

18. Assignment. This Agreement and the rights and obligations hereunder may not be assigned, delegated, sublicensed or transferred by you without the prior written consent of the Company. Any attempted assignment, delegation, sublicense or transfer by you without such written consent shall be void and of no effect. Company shall be free to assign its rights and obligations hereunder (in whole or in part) to a successor or affiliate at any time or to a third party in connection with a sale by the Company of a part of its business to that third party.

19. Miscellaneous Provisions. A failure or delay of either Party to this Agreement to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. In the event that any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the invalid provisions shall be replaced by a mutually acceptable provision. The Parties agree that where the context of any provision indicates an intent that it shall survive the termination of this Agreement, then it shall so survive. This Agreement shall not create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind. Nothing in this Agreement shall be interpreted as granting either Party the right to make commitments of any kind for the other Party. Under no circumstances shall any personnel of either Party be considered to be an employee or agent of the other Party. There are no intended third party beneficiaries of any provision of this Agreement. Damages may be an inadequate remedy in the event of a breach by either Party to this Agreement and that any such breach by either Party may cause the other Party great and irreparable injury and damage. Accordingly, both Parties agree that the Party claiming breach shall be entitled, without posting a bond or waiving any additional rights or remedies otherwise available to it at law or in equity or by statute, to injunctive and other equitable relief. No ambiguity will be construed against any Party based upon a claim that such Party drafted the ambiguous language. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by the Parties. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require. This Agreement shall be governed by the laws of the State of Maryland without regard to its conflict of laws provisions and the Parties hereby consent to suit in, and to the personal jurisdiction of the federal courts located in Baltimore, Maryland and state courts located in Anne Arundel County, Maryland with respect to any matter arising out of this Agreement.

-- End of Agreement --

Attachment A
Third Party Products Terms

Each of the Third Party Products listed in the table below are governed by the associated Third Party Terms as well as any Other Notices set forth in the table.

Third Party Product	Third Party Terms	Other Notices
Apache Web Services Axis	Apache License 2.0	
armitage	BSD 3-clause "New" or "Revised" License	© 2010-2014 Strategic Cyber LLC Neither the name of the Strategic Cyber LLC nor the names of its contributors may be used to endorse or promote products derived from the Software without specific prior written permission.
Bro IDS	BSD 3-clause "New" or "Revised" License	The Bro Monitoring Platform Neither the name of the Bro Monitoring Platform nor the names of its contributors may be used to endorse or promote products derived from the Software without specific prior written permission.
CU Spider	GNU General Public License v2.0 only	
enterprise-log-search-and-archive	GNU General Public License v2.0 or later	
Free BSD	BSD 2-clause "Simplified" License	© 1995–2016 The FreeBSD Project Neither the name of the The FreeBSD Project nor the names of its contributors may be used to endorse or promote products derived from the Software without specific prior written permission.
Hping-win3	GNU General Public License v2.0 or later	
Kali	Kali License	
McAfee	http://www.mcafee.com/us/downloads/free-tools/termsfuse.aspx?url-Downloadthistoolnow	
Metasloitable	managed by rapid7 – I could not find specific licensing information	
metasploit-framework	BSD 3-clause "New" or "Revised" License	© 2016 Rapid7 Neither the name of Rapid7 nor the names of its contributors may be used to endorse or promote products derived from the Software without specific prior written permission.
MySQL Database server	GNU General Public License v2.0 only	
NetworkMiner packet analyzer	GNU General Public License v2.0 or later	
NMAP	GNU General Public License v2.0 only	
OpenVAS Administrator	GNU General Public License v2.0 or later	

OpenVAS Client	GNU General Public License v2.0 or later	
OpenVAS Manager	GNU General Public License v2.0 or later	
pfsense	GNU General Public License v2.0 or later	
PHP	PHP License v3.01	
Python	Python License 2.0	
snorby	GNU General Public License v3.0 or later	
Snort	GNU General Public License v2.0 only	
Splunk	Unspecified	
Suricata Intrusion Detection Engine	GNU General Public License v2.0 or later	
The tcpdump project	BSD 3-clause "New" or "Revised" License	(c) 2010-2015 Tcpdump/Libpcap. Neither the name of the Tcpdump/Libpcap nor the names of its contributors may be used to endorse or promote products derived from the Software without specific prior written permission.
ubuntu	Available at www.ubuntu.com/about/about-ubuntu/licensing	
ubuntu-linux	Unspecified	
Wireshark	GNU General Public License v2.0 or later	
zenmap	GNU General Public License v2.0 only	