

# End User License Agreement for 0xC2

This End User License Agreement (“EULA”) is a legal agreement between you (the legal entity that you represent, “You”, or “Licensee”) and 0xC2 AB, reg. no. 559440-2983, incorporated in Sweden (hereinafter referred to as “0xC2 AB”, or “Licensor”), for the software “0xC2”, which includes computer software, a server, a client and one agent and electronic documentation as well as all modifications, updates, upgrades, new version or releases and derivative works to the foregoing (hereinafter referred to as “Software”).

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YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS EULA, INCLUDING ADDENDUMS OR AMENDMENTS WHICH MAY ACCOMPANY THE SOFTWARE, BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE ALL THE AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT.

## 1 Grant of License

1.1 Grant of License. 0xC2 AB grants You the following non-exclusive and restricted rights, as detailed in Your applicable Order Form, provided that You comply with all the terms and conditions of this EULA.

- a) Installation and Use of a Trial License. You may install and use the Software 0xC2 freely for testing purposes under a limited demo license; any use in production is not permitted under a trial license. Except to the extent prohibited by applicable law and notwithstanding section 6 below, a Software used under a trial license is provided “as is”, in its then current version, without any warranty of any kind and without any support commitments. Any and all liability by 0xC2 AB is excluded to the maximum extent possible under applicable law.
- b) Installation and Use of a Full License. Under a full license 0xC2 AB grant to you, during the License Term only, a non-exclusive, non-transferable and non-sublicensable license to install and use the Software 0xC2 only for Permitted Use (defined by section 1.2).
- c) Back-up. You may create, store and maintain one (1) back-up copy of the Software;

sub-sections (a) – (c) are subject to the limitations set out and referred to in this section 1 and section 4.

1.2 License Term and Renewal. The Order Form sets out the period in which You are allowed to use the Software, the “License Term”. If the initial term is not specified in the Order Form, the initial term shall have a duration of twelve (12) months. A trial license shall expire after a 10-day period. The term of this Agreement shall automatically renew for additional successive

terms of the same duration as the initial term (the “Renewal Term”), unless otherwise agreed in the Order Form or unless either Party should terminate the Agreement by giving 30 days written notice of non-renewal prior to the beginning of the Renewal Term.

1.3 Permitted Use. You shall ensure that:

- a) The Software must be used for its intended use for lawful and ethical penetration testing and/or red teaming purposes penetration testing and/or red teaming purposes to approved customers and its Authorized Users in accordance with any dual use statement, as applicable.
- b) The Software is designed for technical and skilled end users and it is Your responsibility and liability to ensure that You have the means and mandate to use the Software in a compliant manner.
- c) one individual Authorized User uses the licensed Software for each purchased license key. An “Authorized User” is an individual employee or contractor employed by Licensor as stated in the Order Form of Licensee that may access and use the Software. Licensee must keep the list of Authorized Users in the Order Form updated at all times, any changes must be approved by Licensor.;
- d) You minimize the proliferation of Software binaries, files, license codes, or other protected information to non-authorized parties and users;
- e) The permitted use is further defined in the Software documentation and within the configuration and capacity limits that are specified in the Order Form. The Software may be used from an unlimited number of clients (i.e. computers);

1.4 Upgrades and additional software. This EULA applies to modifications, updates, upgrades, new versions or releases, derivative works of or supplements to the original Software provided by the Licensor, unless other terms are provided with such future releases, derivative works, or supplements. When You have upgraded Your Software, you acknowledge that You may no longer use the Software that formed the basis for Your upgrade eligibility.

1.5 System Requirements and Software Specification. The Licensor reserves the right to modify and change system requirements and the software specification for future versions of the Software. The Licensor does not guarantee the Software’s future compatibility with operating systems that are no longer maintained by the operating system software provider.

1.6 Third Party Software. The Software may include software, which is owned by a third party, including but not limited to open source software (“Third Party Software”). For Third Party Software the conditions of use agreed between Licensor and its licensors shall apply with priority.

1.7 Support. The Licensor offer support for the Software during the License Term. The support channel is email [support@0xc2.io](mailto:support@0xc2.io) during ordinary business hours 09:00-17:00 CET. The Licensor does not support any particular third party ticketing solution.

1.8 Updates. The Licensor decides the frequency of the Software updates as they are made generally available for all Licensor’s customers during the

License Term. You may not distribute any updates to any third party. It is Your responsibility to install all updates and utilize them.

## 2 License Fee and Payment Terms

- 2.1 License Fee. The License Fee is specified in the Order Form and shall be paid by the Licensee to the Licensor. Fees are stated in the currency and without applicable taxes and levies in the Order Form.
- 2.2 Price Adjustments. Prices are fixed during the Initial Term and 0xC2 AB has the right to adjust the standard fee (without any discount) upon renewal of a License Term. Unless otherwise expressly stated in the Order Form, 0xC2 AB reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each License Term, upon sixty (60) days prior notice to Licensee (which may be sent by email). The annual fee for any renewal term shall be the lesser of 0xC2 AB's then current license fee for the applicable Software or 125% of the Fees charged in the term immediately preceding the License Term.
- 2.3 Payment Terms. Unless otherwise agreed in the Order Form : (a) the License Fee will be invoiced at the time of purchase of the License as indicated in the applicable Order Form; (b) The invoice shall be paid within 30 days of the invoice date; and (c) if the Licensee is in delay with payment, Licensor shall be entitled to the payment of interest at the lower of 1.5% or the maximum rate permitted by law on the outstanding balance per month (except with respect to charges then under reasonable and good faith dispute) from the date such payment is due until the date paid. 0xC2 AB may charge fees for administrating invoices and payments and reminders due to late payment.

## 3 Proprietary Rights

- 3.1 Reservation of Rights. The Software is provided to you by a limited license and is not sold and all copyright, and other intellectual property rights in and to the Software, including systems, methods, threat intelligence and assessments, analysis, data analytics, knowhow, data, provisioning, documentation and materials, portals, tools, marketing materials and collateral and content, works of authorship, business information, pricing information, is and will remain the exclusive property of 0xC2 or its licensors. Nothing in this EULA shall assign or transfer any Intellectual Property Rights from 0xC2 to the Licensee.
- 3.2 Source Code. Nothing in this EULA shall give You or any other person any right to access or use the Source Code or constitute any licence of the Source Code.

## 4 Confidentiality

- 4.1 The Licensee undertake not to disclose to any third party any trade secret information of commercial or technical nature provided by the Licensor and shared with you as part of or in association with the Software and this

Agreement. You agree to not disclose any benchmark results or test result related to the Software. You agree to take all reasonable action with your employees, representatives, agents or consultants who are permitted to access the Software to ensure compliance with your obligations under this EULA and you are fully liable and responsible for all acts and omissions of such employees, representatives, agents or consultants.

- 4.2 The Licensee must immediately stop using the Software and return any property to the Licensor at the termination or expiration of any license and provide written certification that all such Confidential Information has been destroyed. The return and certification will be sent to [contact@Oxc2.io](mailto:contact@Oxc2.io)

## 5 Restrictions of License

- 5.1 The Licensee will not without obtaining the explicit prior written consent of the Licensor:

- a) Use the Software or any rights according to this Agreement for any third party use, including sublicense, sell, resell, rent, lease, loan, supply, publish, distribute or redistribute, transfer, assign, delegate, redistribute, encumber, disclose or otherwise commercially exploit or make it, or any portion thereof, available to any third party;
- b) modify, tamper with, change, alter, edit, repair, adapt or make derivative works based upon the Software;
- c) decompile, copy, reproduce, publish, disassemble, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer (to the extent permitted by applicable law), attempt to derive the source code of, modify, emulate, or create derivative works of the Software;
- d) copy any ideas, features, functions or graphics of the Software;
- e) access or use the Software in a way to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperable any usage restriction features contained in the Software;
- f) use the Software in your marketing or press or online content; and/or
- g) remove, obscure, alter or move the Licensor's and its licensor's proprietary notices.

- 5.2 Restrictions regarding the Code. Nothing in this EULA permits You to derive the source or assembly code of files provided to you in executable or object format.

- 5.3 Restrictions on Alternations. The Licensee may not modify the Software, including any files or libraries, or create any derivative works of the Software or its documentation (including any translations).

- 5.4 Security of Copies. You shall be responsible for the security of copies of the Software supplied to you under this EULA and shall use all reasonable endeavours (including all reasonable security measures) to

ensure that access to such copies is restricted to persons authorised to use them under this EULA.

- 5.5 Violation of the Permitted use. The Licensor reserves the right, in its sole discretion, to decline the provision of service and/or to immediately suspend or terminate Your access to, or delivery of, the Software (in whole, or in part, including by way of example, an individual account) (i) to any Licensee or Authorized User who is (or is believed to be) in violation of this Agreement; (ii) to any Licensee or Authorized User who poses a threat to the security of the Licensor or the operation of the Software; (iii) to any Licensee or Authorized User who exposes the Licensor to potential damages; (iv) to any Licensee or Authorized User who uses a Software for product sales, marketing, product research and development, or product quality assurance purposes, or (v) if the Licensee fails to make full payment for the Software as provided herein.

## 6 Disclaimer of Warranty and Limitation of Liability

- 6.1 Limited Warranty. The Software is provided “as is” and except as provided in in this section 6.1., to the maximum extent permitted by applicable law, the Licensor makes no further warranties, express or implied any implied warranties of merchantability or fitness for a purpose other than as set forth in this Agreement. The Licensor warrants to the Licensee that, subject to the limitations and conditions set out in this EULA:
- a) the Software as provided will substantially conform in all material respects with the specification of the Software; and that
  - b) the Software shall incorporate security features reflecting the requirements of good industry practice.

The Licensor will not, under any circumstances, be responsible or liable for the loss of data on a client or device, or losses related to such security breaches, unauthorized access, interference, instruction, corruption, destruction, data leakage and/or theft of data or information. The Licensor and its representatives shall not be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind resulting from this Agreement or the use of the Software, whatever the reason, and any damages shall be limited to the amount paid for the particular Software license, to the extent permitted by applicable law.

- 6.2 The Licensee’s Warranty and Acknowledgements. The Licensee warrant that the Software will be used by an extremely technical and skilled user and must be used in a compliant and ethical manner. You acknowledge that complex software is never wholly free from defects, errors and bugs, security vulnerabilities; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be entirely secure. You acknowledge that the Licensor will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the Software; and, except to the extent expressly provided otherwise in this EULA, the Licensor does not warrant or represent that the

Software or your use of the Software will not give rise to any legal liability on the part of the Licensee or any other person.

- 6.3 Exclusive Remedy. The Licensor's, its affiliates' and its suppliers' and licensors' entire liability and Your exclusive remedy for non-compliance with the Licensor's warranty shall be, at the Licensor's sole discretion to, wither (a) refund to the Licensee, on a pro rata basis, the share of any license fees prepaid by the Licensee for the future portion of the License Term that would have remained but for such termination, or (b) modify or replace the Software that does not meet the Licensor's limited warranty, in whole or in part, and which is returned to the Licensor with a copy of Your receipt and/or Order Form as applicable.

## 7 Indemnity

- 7.1 The Licensee shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly as a result of any breach by the Licensee of this EULA or use of the Software or Your violation of any applicable laws.

## 8 Export Restrictions

- 8.1 You acknowledge that the Software may be subject to domestic and/or foreign provisions and regulations regarding export control and, without export or re-export authorizations from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than the agreed upon. You agree to comply with such provisions and regulations and seek any approvals, certifications or notifications required by the competent import and export office (or other applicable authorities such as the Swedish Inspectorate of Strategic Products, [www.isp.se](http://www.isp.se)). You also acknowledge that such provisions and regulations may change and that you shall keep yourself updated on the applicable rules from time to time.
- 8.2 In furtherance of the export restriction agreements set forth above, the Licensee 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 European Union or the United States has prohibited export; (b) You will not download or otherwise export or reexport the Software 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 European Union's and 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 to be used for any purposes prohibited by European, United States, or United Kingdom's law, including, without limitation, providing the Software to or using the Software in services for sanctioned entities. The Licensee expressly acknowledges and agrees that any requirements,

provisions, and limitations regarding the export and end-use of (dual-use) Software as contained in this Agreement and the applicable regulations shall apply to any Software documentation and support provided in relation to this Software.

- 8.3 The Licensee warrants that it at all times shall fulfil Your obligations under this Agreement in compliance with applicable laws and orders and you shall not act directly or indirectly to violate any European, United States or United Kingdom laws, including, but not limited to, tax, export, foreign exchange laws, import controls, and export controls, corruption, money laundering, and the European Dual-Use Regulation and its national implementations of the various EU Membership States.

## 9 Termination

- 9.1 This Agreement and any licenses shall be null and void and terminated if the Licensee fail to comply with any of the terms or conditions of this Agreement or any laws.

## 10 Data Protection

- 10.1 The Parties undertake to comply with applicable law related to the protection of personal data that apply to their respective processing under this EULA.
- 10.2 We, the Licensor, may wherever we do business, store and otherwise process Your and Your representatives contact information (for example name, business telephone, address, email and user IDs) for the purpose of performance of a contract with You, for administering our business dealings and to maintain and develop our business relationship with You and Your representatives. Licensor will not access personal data other than You and Your representatives contact information. If You would request that Licensor should access more personal data in order to provide Software related services such as support, additional terms will apply.

## 11 General Rules of Interpretation

- 11.1 Severability. If any provision of this EULA is found to be held invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.
- 11.2 Entire Agreement. The Order Form and this EULA constitutes the entire agreement between the parties, and no promise, undertaking, representation, warranty or statement by either party prior to the date of the Order Form and this EULA shall affect the parties' agreement.
- 11.3 Changes. This Agreement may be updated from time to time and any changes will be posted on our website or provided to the Licensee via email. By continuing to use the Software after any changes become effective, Licensee agree to be bound by the revised terms.



- 11.4 Independent Contractors. This Agreement does not create or imply any relationship in agency or partnership between the Licensee and 0xC2 AB.
- 11.5 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) addendums to the parties' Order Form agreed by both parties in writing, (2) the Order Form, (3) this EULA, and (4) the Documentation. Appendices shall take precedence in numerical order.
- 11.6 Waiver. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

## 12 Applicable Law and Dispute Resolution

- 12.1 This EULA shall be governed and construed in accordance with Swedish law, under exclusion of its conflict of laws rules.
- 12.2 Any dispute, controversy or claim arising out of, or in connection with this EULA, or the breach, termination or invalidity hereof, which cannot be settled amicably between the parties, shall be finally settled by under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a single arbitrator. The language that is to be used in the arbitral proceedings shall be Swedish, or English as agreed by the Parties.

## 13 Contact Information

- 13.1 The Licensor's contact information.

Mr. Adam Vidfelt

0xC2 AB  
Borgarfjordsgatan 5  
16440 Kista  
[contact@0xc2.io](mailto:contact@0xc2.io)

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