

PLEASE CAREFULLY READ THESE CONTENT CONTRIBUTION TERMS. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMPANY (DEFINED BELOW) AND GOVERNS YOUR SUBMISSION OF WORK TO COMPANY AND COMPANY'S PURCHASE OF SUCH WORK. IF YOU DO NOT AGREE WITH THESE TERMS, OR YOU DO NOT HAVE AUTHORITY TO AGREE TO THESE TERMS, YOU MAY NOT SUBMIT WORK TO COMPANY.

Content Contribution Terms

Definitions:

Affiliate means a legal entity that directly or indirectly (a) controls (b) is controlled by or (c) is under common control of another legal entity.

Company or we/our/us means **Offsec Services Limited and Affiliates**.

Contractor or you means an author, producer and publisher of certain digital content, including vulnerable machines, videos or text.

Derivative Works means editorial revisions, annotations, enhancements, elaborations or other modifications to the Work.

Offsec Platform means the offensive-security.com website and all its affiliated websites and platforms.

Terms means these Content Contribution Terms.

Work means the cyber security training content in digital form for use by Company and distribution on the Offsec Platform or any other systems Company operates or offers to third parties and any associated documentation.

1) Company and Contractor wish to enter into a relationship, whereby Contractor submits Work to Company for evaluation, and Company determines whether to acquire such Work pursuant to these Terms. Company may accept or reject Work in its sole discretion. Company will notify Contractor if Work is accepted.

2) Accepting the Terms. The Terms create a legally binding agreement between the Company and the Contractor. If you click online to indicate your acceptance of the Terms this means you have agreed to the Terms. We do not accept any other terms or conditions that you attempt to impose on us. Please note that by accepting these Terms you will also continue to be bound by any other Company terms and conditions that you have previously agreed to including those that govern the use of the Company's product and services.

3) Ownership of and Rights to the Work:

(a) Contractor represents and warrants that it has all necessary right, title, and interest to submit the Work to Company for evaluation.

(b) If Company agrees to purchase the Work, Contractor and Company agree that the Work is a "work made for hire" as that term is defined in the United States Copyright Act. Contractor agrees the work is an original work, and not derived from similar works on Company or competing companies products. Contractor agrees and acknowledges that Company's ownership of the copyright to the Work is absolute and worldwide, and that Company shall have the right to transfer, sell, assign, license and otherwise exploit the Work and any derivative works, in any style, manner, medium or format. The sole consideration paid

by the Company for the rights hereunder shall be the monetary payment by Company to Contractor for the Work.

(c) Contractor hereby irrevocably transfers and assigns to Company: (i) all rights, title and interest in the Work to Company and hereby waives and relinquishes any and all authorship, copyright, ownership, or other statutory or common law claims to the Work, or any property rights or interest in the Work, except for the right to be paid in accordance with the Terms; and (ii) any and all Moral Rights that Contractor may have in or with respect to the Work. Contractor also hereby forever waives and agrees never to assert any or all Moral Rights Contractor may have in or with respect to the Work, even after Contractor no longer provides services to Company. "**Moral Rights**" mean any rights of paternity or integrity, any right to claim authorship of the Work, to object to any distortion, mutilation or other modification of or other derogatory action in relation to, the Work, whether or not such would be prejudicial to Contractor's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right.

(d) Contractor agrees to assist the Company in acquiring and maintaining legal protections i.e. worldwide trademarks and copyrights related to Work, when needed.

(e) If Contractor's interest or rights in the Work cannot be assigned to Company under applicable law, Contractor waives the enforcement thereof. If Contractor has any interest or rights in the Work that cannot be assigned or waived under applicable law, Contractor hereby grants to Company an exclusive, worldwide, sublicensable (through multiple tiers), assignable, perpetual, irrevocable license to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, sell, offer for sale, and import such Work.

(f) Company reserves the sole and absolute right: (i) to publish or not to publish the Work, in whole or in part; (ii) to publish the derivative work and (iii) to make such changes, alterations, deletions, or corrections to the Work as it deems appropriate. Rights to pieces of artwork and photographs used in the Work created by third parties or Contractor shall be granted to Company on a limited, royalty-free, non-exclusive basis, with a term at least equal to the Term.

(g) Contractor agrees that operationally similar items or Contractor created Derivative Works would fall within the scope of these Terms and as such be covered by these Terms and as part of the Company's original payment to Contractor, and are subject to Section 7.

(h) Contractor agrees that Company may use the name, likeness, trademarks, trade names or service marks of Contractor as part of the Work, and in connection with the distribution, advertisement and promotion of the Work.

4) Payment. Contractor shall be paid the fixed amount for the Work accepted by Company. Payment amounts will be based on completeness and quality of the Work which is subject to the Company's sole discretion. Please refer to [our site](#) for further details on our payment policies and procedures. Certain personally identifiable information including a valid government issued ID, banking and/or other financial information will be required and verified before we can facilitate payment to you. Contractor is solely responsible for all tax related withholding obligations for payments we make to you.

5) Independent Contractor:

(a) Contractor is an independent contractor and is not an agent, employee, partner or joint venture of or with Company.

(b) Contractor retains the right, to the exclusion of Company, to control the manner that the Work and other segments of the Work are accomplished.

(c) Contractor is solely responsible for the payment of any local, state, or federal taxes relating to Contractor's compensation received by Contractor.

6) Contractor's Representations and Warranties:

(a) Contractor acknowledges and understands that it is the Company's policy to respect the intellectual property rights of others. Contractor represents and warrants to Company that: (i) the Work will not infringe on any copyright or other proprietary right of any third party; (ii) Contractor's performance of all the Terms and Contractor's services to Company will not breach any intellectual property right, confidential information or similar agreement with any former employer or other party; and (iii) the Work will not contain any material that is scandalous, libelous, obscene, an invasion of privacy, or otherwise unlawful. Contractor agrees not to bring with Contractor to Company or use in the performance of Contractor's duties for Company, any confidential information of a former employer or other party.

(b) If Contractor uses the services of another person or entity to create the Work, Contractor will require all such persons or entities to execute a written acknowledgement by such third party that is consistent with the terms and conditions herein, including, but not limited to: (i) the authorship, copyright, ownership, or other statutory or common law claims to the Work and any Derivative Works; (ii) the rights or interest in the Work and any Derivative Works; (iii) the ownership of the copyright to the Work and any Derivative Works; (iv) the right to transfer, sell, assign, license and otherwise exploit the Work and any Derivative Works without additional compensation; and (v) the prohibition against transfer or assignment of any right or interest in the Work or any Derivative Works.

(c) With the exception of Losses that are caused by actions or omissions to act by Company Parties, Contractor will indemnify and hold harmless Company and its shareholders, officers, directors, employees and agents (collectively, the "**Company Parties**") from and against all claims, demands, liabilities, losses, damages, fines, penalties and costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred or suffered by Company Parties arising from a claim that the Work infringes or misappropriates any copyright, patent, trademark, trade secret or other proprietary right (each an "**Indemnifiable Claim**"). Should a non-frivolous Indemnifiable Claim be settled or litigated, Contractor's Liability may be offset by Company against future payments.

7) Competitive Activities. Contractor shall not submit the Work, or its derivative work, to any third party that provides identical or similar content and/or services to Company without the prior express written consent of Company. As an example of illustration, if the Contractor builds a vulnerable machine for Company, Contractor shall not build an identical or sufficiently identical machine (as defined by the target, machine build, attack vector, and other similar concepts) for another company who offers machines as a training service or a lab product.

8) Confidential Information. Contractor acknowledges and agrees that in the course of providing Work Contractor may at times have access to and become acquainted with certain trade secrets and other confidential information concerning Company's operations, including, without limitation, compilations of information, expansion plans, marketing data, financial information, customer data, and compensation parameters, that are owned by Company and are either presently or in the future will be utilized in the operation of Company's business ("Confidential Information"). Contractor further acknowledges and agrees that this Confidential Information constitutes Company's trade secrets and/or confidential information and constitutes, in part, the goodwill of Company. Contractor agrees that Contractor shall not disclose, either voluntarily or involuntarily, any such Confidential Information, directly or indirectly, to any third person, including, but not limited to, any competitor of Company, or otherwise utilize any of this Confidential Information in any way whatsoever either during the Term or at any time thereafter, except as may be required during the course of, and pursuant to, Contractor's retention by Company or required by law. It is expressly agreed that in addition to all other remedies available at law or in equity, Company shall be entitled to the immediate remedy of a temporary restraining order, preliminary injunction, or such other form of injunctive or equitable relief as may be used by any court of competent jurisdiction to restrain or enjoin any of the parties hereto from breaching any such covenant or provision or to specifically enforce the provisions hereof, without posting bond. Even if Company does not elect to purchase the Work pursuant to

these Terms, Company may use any residuals resulting from access to or review of Contractor's submission. As used herein, "residuals" means information in intangible form, which is retained in the memories of Company's employees and consultants who have had access to Company's submission.

9) Miscellaneous Provisions:

(a) **Entire Agreement.** The Terms constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between them regarding the subject matter hereof. Both Company and Contractor acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in these Terms shall be valid or binding on either party.

(b) **Severability.** The provisions of these Terms are severable, and if any one or more paragraphs, clauses or provisions of the Terms are determined to be illegal, invalid or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall continue in full force and effect and shall be binding and enforceable unless deletion of the invalid or unenforceable provision or portion thereof would defeat the essential purposes of the parties hereto as expressed in these Terms.

(c) **Waiver.** Neither a waiver by either of the parties hereto of a breach of or a default under any of the provisions included in the Terms, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of these Terms or exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of any similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

(d) **Notices.** Notices of breach of the Terms must be given by email to legal@offensive-security.com. Other notices to us must be given by email to ugm@offensive-security.com. Notices to you will be given by email to any email address you provided to us in your online account management page. Notices given by email to the correct email address will be deemed delivered when sent. Notices given through your online account management page will be deemed delivered when posted.

(e) **Governing Law.** The Terms shall be construed and governed by the laws of the State of New York.

(f) **Dispute Resolution.** The Company and the Contractor both consent to the non exclusive jurisdiction of the courts of the state of New York to settle disputes or claims about the Terms. Nothing in the Terms prevents either of us from seeking an immediate injunction or similar remedy from any court of competent jurisdiction to prevent or restrain breaches of the Terms.

(g) **Binding on Successors and Assigns.** These Terms shall be binding upon the parties hereto and their executors, administrators, successors and assigns; *provided, however,* that the Contractor cannot assign or transfer in any other way any right or duty under the terms without the prior written consent of Company, which may be withheld in Company's sole and absolute discretion.

(h) **Changes.** These Terms can be changed by us from time to time and such changes will take effect when posted on any of the Company's websites or digital platforms.