

# APT41 Perfects Code Signing Abuse to Escalate Supply Chain Attacks

 [venafi.com/resource/Apt41-codesigning-whitepaper](https://venafi.com/resource/Apt41-codesigning-whitepaper)





## End User License Agreement

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VENAFI CLOUD SERVICE

\*\*\* IMPORTANT \*\*\*

**PLEASE READ CAREFULLY BEFORE CONTINUING WITH REGISTRATION AND/OR ACTIVATION OF THE VENAFI CLOUD SERVICE (“SERVICE”).**

THIS IS A LEGAL AGREEMENT BETWEEN THE END USER (“YOU”) AND VENAFI, INC. (“VENAFI” OR “OUR”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE AND/OR ACTIVATING AND USING THE VENAFI CLOUD SERVICE FOR WHICH YOU HAVE REGISTERED, YOU AGREE TO 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 AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO

SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

You shall not access the Service if You are Our competitor or if you are acting as a representative or agent of a competitor, except with Our prior written consent. In addition, You shall not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, and you shall not perform security vulnerability assessments or penetration tests without the express written consent of Venafi.

This Agreement was last updated on April 12, 2017. It is effective between You and Venafi as of the date of Your accepting this Agreement.

The Venafi Cloud Service includes two separate services that are operated by Venafi as software as a service, each of which is separately licensed pursuant to the terms and conditions of this Agreement and each of which is considered a Service under this Agreement: the Venafi Cloud Risk Assessment Service or the Venafi Cloud for DevOps Service. Your right to use either Service is dependent on the Service for which You have registered with Venafi to use.

#### 1. Definitions

1. **“Your Data”** means electronic data and information submitted by or for You to the Service or collected and processed by or for You using the Service.

## 2. License Grants and Restrictions

1. License Grant by Venafi to You. Venafi grants to You a limited, non-exclusive, non-transferable, non-assignable, limited license (the “License”) to access and use the Service during the applicable License Term set out in Section 2.2 below, in accordance with the instructions contained in the user documentation that accompanies the Service (“Documentation”). Venafi hereby grants to You the right to use the Documentation solely in connection with the exercise of Your rights under this Agreement. Other than as explicitly set forth in this Agreement, no right to use, copy, display, or print the Documentation, in whole or in part, is granted. This license grant is limited to internal use by You. This License is conditioned upon Your compliance with all of Your obligations under this Agreement. Except for the express licenses granted in this Section, no other rights or licenses are granted by Venafi, expressly, by implication, by way of estoppel or otherwise. The Service and Documentation are licensed to Licensee and are not sold. Rights not granted in this Agreement are reserved by Venafi.

### 2. License Term.

1. Venafi Cloud Risk Assessment Service. If you have registered to access and use the Venafi Cloud Risk Assessment Service, Your right to use the Venafi Cloud Risk Assessment Service is limited to ninety (90) days from the date You first register for the Service, unless otherwise extended on Your agreement with Venafi.
2. Venafi Cloud for DevOps Service. If you have registered to access and use the Venafi Cloud for DevOps Service, Your right to use the Venafi Cloud for DevOps Service shall extend indefinitely and may be terminated by either You or Venafi at any time for any reason.

3. Restrictions on Use. The grant of rights stated in Sections 2.1 and 2.2, above, is subject to the following restrictions and limitations:
1. If You have registered to access and use the Venafi Cloud for DevOps Service, You must use SSL/TLS certificates issued to you at no charge through the Service for development and testing purposes only, and You are strictly prohibited from using such SSL/TLS certificates in a production environment or in any production capacity. If you are registered with a public Certification Authority (“CA”) supported by the Service and have valid credentials issued by such CA with which you can subscribe to such CA’s SSL/TLS certificates on a fee bearing basis for use in production environments, You may request such certificates through the applicable interface present in the Service by using such credentials. In such instance, the fee bearing certificate(s) will be issued to You by the CA and any access to or use of such certificates by You will be subject to the terms and conditions set out by the CA. No fees will be paid to or processed by Venafi in this case. The use of DigiCert issued certificates shall be subject to the Certificate Services Agreement published by DigiCert at <https://www.digicert.com/docs/agreements/Certificate-Services-Agreement.pdf>, which terms are hereby incorporated by reference.
  2. You shall not use (or cause to be used) the Service for the benefit of any third party, including without limitation by rental, in the operation of an Applications Service Provider (ASP) service offering or as a service bureau, or any similar means.
  3. You shall not distribute access to the Service, in whole or in any part, to any third party or parties. You shall not permit sublicensing, leasing, or other transfer of the Service.
  4. You shall not (a) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (b) attempt to gain unauthorized access to the Service or its related systems or networks, (c) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or (d) access the Service in order to build a competitive product or service.
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### 3. Ownership

1. Venafi Materials. Venafi and/or its suppliers have and shall retain ownership of all right, title and interest in and to the Service and the Documentation and all intellectual property rights embodied in the Service and Documentation, including without limitation any patents, copyrights, trademarks and trade secrets in the Service and any modifications and/or derivatives thereof, whether or not made at Licensee's request, and all know-how, concepts, methods, programming tools, inventions, and computer source code developed by Venafi (collectively, "**Venafi Materials**").
2. Limited Feedback License. You hereby grant to Venafi, at no charge, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license under Your intellectual property rights in and to suggestions, comments and other forms of feedback ("**Feedback**") regarding the Service provided by or on behalf of You to Venafi, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback and/or derivative works in the Service. Feedback is provided "as is" without warranty of any kind and shall not include any of Your confidential information.

### 4. Disclaimer of Warranties

1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICE AND DOCUMENTATION ARE PROVIDED "AS-IS," WITH "ALL FAULTS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, RELIABILITY, OR NONINFRINGEMENT WHETHER ARISING FROM COURSE OF DEALING, USAGE, TRADE PRACTICE OR ANY OTHER MANNER. VENAFI IS NOT OBLIGATED TO PROVIDE ANY UPDATES, UPGRADES OR TECHNICAL SUPPORT FOR THE SERVICE. VENAFI DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. In no event does Venafi warrant that the Service is error free or that You will be able to operate the Service without problems or interruptions. Some jurisdictions do not allow the exclusion of implied warranties and to the extent that is the case the above exclusion may not apply.

## 5. Limitation of Liability

1. IN NO EVENT WILL VENAFI OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE EVEN IF VENAFI OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages and to the extent that is the case the above limitation or exclusion may not apply to You.

## 6. Term and Termination

This License is effective until terminated as set forth herein or the License Term expires and is not otherwise renewed by the parties. Venafi may terminate this Agreement and/or the License at any time with or without written notice to You if You fail to comply with any term or condition of this Agreement or if Venafi ceases to make the Service available to end users. You may terminate this Agreement at any time on written notice to Venafi. Upon any termination or expiration of this Agreement or the License, You agree to cease all use of the Service if the License is not otherwise renewed or reinstated. Upon termination, Venafi may also enforce any rights provided by law. The provisions of this Agreement that protect the proprietary rights of Venafi will continue in force after termination.

## 7. Compliance With Laws

1. Violation of Laws. You shall not knowingly take any action or omit to take any action where the reasonably predictable result would be to cause Venafi to violate any applicable law, rule, regulation or policy and, to the extent not inconsistent therewith, any other applicable law, rule, regulation and policy.

## 8. Governing Law

This Agreement shall be governed by, and any arbitration hereunder shall apply, the laws of the State of Utah, excluding (a) its conflicts of laws principles; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (d) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

## 9. General

1. This Agreement is binding on You as well as Your employees, employers, contractors and agents, and on any permitted successors and assignees. Except if otherwise superseded in writing by a separately executed agreement, this Agreement is the entire agreement between You and Venafi with regard to the License granted hereunder, and You agree that Venafi will not have any liability for any statement or representation made by it, its agents or anyone else (whether innocently or negligently) upon which You relied in entering into this Agreement, unless such statement or representation was made fraudulently. This Agreement supersedes any other understandings or agreements, including, but not limited to, advertising, with respect to the Service. If any provision of this Agreement is deemed invalid or unenforceable by any country or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable and the remaining provisions will remain in full force and effect. Should such modification be impractical or denied, You and Venafi shall thereafter each have the right to terminate this Agreement on immediate notice.
2. Survival. The parties agree that the rights and obligations set forth in the above-referenced Section 1 (Definitions), 3 (Ownership), 4 (Disclaimer of Warranties), 5 (Limitation of Liability), 6 (Term and Termination), 7 (Compliance with Laws), 8 (Governing Law), and 9 (General) shall survive the termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.
3. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. You shall not assign this Agreement or any of Your rights or obligations hereunder without the prior written consent of Venafi and any such attempted assignment shall be void.