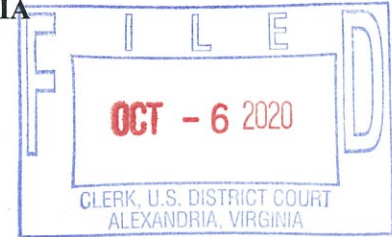


IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division



MICROSOFT CORPORATION, a  
Washington corporation, and FS-ISAC, INC.,  
a Delaware corporation,

Plaintiffs,

v.

JOHN DOES 1-2, CONTROLLING A  
COMPUTER BOTNET AND THEREBY  
INJURING PLAINTIFFS, AND THEIR  
CUSTOMERS AND MEMBERS,

Defendants.

Civil Action No: 1:20cv1171

**FILED UNDER SEAL**

**DECLARATION OF RODELIO G. FIÑONES IN SUPPORT OF PLAINTIFFS’  
APPLICATION FOR AN EMERGENCY EX PARTE TEMPORARY RESTRAINING  
ORDER AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION**

I, Rodelio G. Fiñones, declare as follows:

1. I am a Senior Security Software Engineer & Malware Researcher - Digital Crimes Unit (“DCU”). I make this declaration in support of Microsoft’s Application for An Emergency Temporary Restraining Order and Order To Show Cause Re Preliminary Injunction. I make this declaration of my own personal knowledge or on information and belief where noted. If called as a witness, I could and would testify competently to the truth of the matters set forth herein.

**I. INTRODUCTION**

2. I have been employed by Microsoft since June 2009. In my role at Microsoft, I assess technological security threats to Microsoft and the impact of such threats on Microsoft’s business and customers. I work with a team of investigators that focuses in part on researching different categories of malware, including botnets. My team and I research emerging malware threats through analysis of submitted samples, reverse engineering, forensic examination, data

stream analysis, and development of tools to track botnet development. I am the team lead in developing malware prevention and eradication tools. Prior to joining Microsoft, I worked from 2004-2009 for Fortinet Technologies (Canada), Inc. as a Principal Software Developer/Researcher (2007-2009) and Senior Antivirus Analyst (2004-2007). My job included research and analysis of complex malware and the development of tools to detect and eradicate malware. From 1999-2004, I worked for Trend Micro, Inc. as a Senior Anti-Virus Researcher and Anti-Virus Engine Developer. During my professional career, I have received advanced, specialized training and extensive practical experience in investigating malware and botnets and in devising technical countermeasures to detect and disable them. A current version of my curricula vitae is attached to this declaration as **Exhibit 1**.

**A. Overview Of My Investigation Into Trickbot And My Top Conclusions**

3. My declaration concerns a botnet referred to collectively as “Trickbot.” A “botnet” is a network of computing devices comprised of Internet-connected computing devices that have been infected with some form of malicious software (“malware”). The malware provides control over the infected computers to the individual criminals who operate the botnet. Botnets vary in size and complexity and may be comprised of only a few hundred up to many millions of infected computers. The Defendants in this case have directed such malware over the Internet to many victim computing devices and have created and control the Trickbot botnet.

4. Trickbot is a very scaled botnet that has infected millions of computing devices around the world, leveraging victim machines to steal online banking credentials with a variety of tools, including Man in the Browser (“MITB”) capabilities. My investigation leads me to believe that a central group of botnet developers wrote the code for Trickbot and then chose to commercialize it by offering other criminals use of Trickbot on a “rental-as-a-service” basis. Trickbot is disseminated via exploits, malicious spam email and spearphishing campaigns, among other methods. The spam email and spearphishing campaigns send unsolicited messages that deceive targeted victims into downloading the Trickbot malware from malicious websites or

through malicious attachments, such as those designed to look like legitimate Microsoft Word documents. TrickBot is also dropped as a secondary payload by other malware.

5. Once Trickbot infects a new victim computing device, it contacts a command and control computer over the Internet from which it begins to receive instructions and additional malware modules. This effectively places the infected computer under the command of the operators of the botnet.

6. TrickBot's design is "modular," which means that it is designed to allow other types of malware to plug into it and perform different tasks. This allows the Trickbot malware running on an infected computing device to serve as a general platform for other types of malware. Consequently, Trickbot-infected computing devices are subject to a wide range of secondary malware infections, which victimize the infected user in a wide variety of criminal schemes. I have witnessed or have read reports of Trickbot's modules performing tasks for stealing banking information, conducting web injections to perform man-in-the-browser attacks, scrape email addresses from SQL servers, system/network reconnaissance, credential harvesting, and network propagation.

**B. Description of Investigation into Trickbot**

7. Investigators at Microsoft's Digital Crimes Unit and Microsoft Defender Advanced Threat Protection have been researching Trickbot recently. One of the other investigators with whom I have worked on this investigation, Jason B. Lyons, is a co-declarant in this matter, and I refer the Court to his declaration for further information on other aspects of Trickbot, including Trickbot's command and control structure, function, and operation, Trickbot's harm to Microsoft customers, and the plan for disrupting its operations. I have reviewed his declarations and concur in his conclusions.

8. In the course of Microsoft's investigation into Trickbot, we analyzed approximately 61,000 samples of Trickbot malware. In some cases, we purposely infected several investigator-controlled computing devices with the Trickbot malware. This placed the

computing devices under the control of the cybercriminals operating the botnet, but also allowed us to monitor all of the illicit communications going to and coming from the infected computing devices, and to analyze the activities of the infected computing devices.

9. Among other things, we carefully analyzed Trickbot's core malware, additional modules that are part of the malware and associated configuration files. These Trickbot components contain software code that interacts with and makes changes to Microsoft's operating system and application software during the infection process. We reverse-engineered the Trickbot malware to determine how it operates.

10. In order to reverse engineer Trickbot's code, we allowed the malware samples to execute in an isolated and controlled environment in order to take a code snapshot (called a "dump") containing decrypted and unpacked malware code from computer memory. These dumps are then loaded to a decompiler called IDA Pro, for comprehensive analysis and understanding of the behavior of the Trickbot sample.

11. Through this investigation and as discussed more thoroughly below, Trickbot's malware core executables and modules are written with verbatim copies of declaring code in header files ("Declaring Code") taken from Microsoft's copyrighted Software Development Kit for Windows 8.1 ("SDK 8.1"). SDK 8.1 was the released version of the SDK at the time that the Trickbot authors first created the Trickbot malware. SDK 8.1, which includes the Declaring Code, is licensed by Microsoft to end-users. Attached hereto as **Exhibit 2** is a true and correct copy of Microsoft Windows Software Development Kit for Windows 8.1. ("SDK License"). The SDK License specifically prohibits using the Declaring Code in malicious, deceptive, or unlawful programs.

12. Trickbot inflicts substantial damage on Microsoft whose products, copyrights, and trademarks Defendants systematically abuse as part of the botnet's fraudulent operations.

**C. Microsoft Windows SDK 8.1 Prohibits Use Of Microsoft Code In Malware**

13. Microsoft develops, manufactures, licenses, and supports a wide range of

programs and services, including Windows, Microsoft Office, Microsoft Outlook, and Edge, its new Internet browser. It is my understanding that Microsoft invests billions of dollars in research, development, and promotion of new technologies, products, and services to compete in the dynamic technology markets.

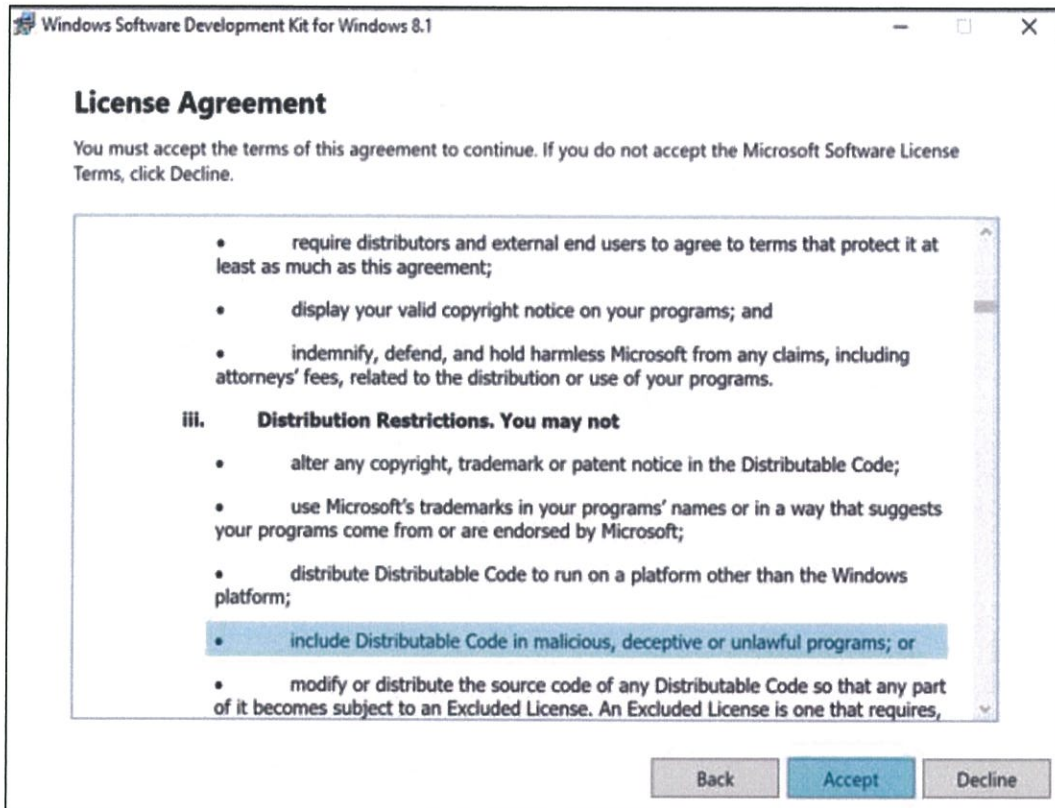
14. Microsoft also spends considerable time and energy building its Windows platform and making it available to third-party developers to create programs that are compatible with Windows. With every Windows release, Microsoft also makes available a software development kit (“SDK”). The SDK is a package of tools that includes a range of things, including APIs, header files, libraries, documentation, code samples, processes, and guides that developers can use and integrate into their own apps. Microsoft’s SDKs are required when developing any application, program, or tool for Microsoft Windows.

15. One critical component of the SDK is code set forth in header files in the SDK. This code can be used and copied into applications written for Windows. This code serves the purpose of enabling applications to call and invoke pre-packaged functionality in libraries contained within the Windows operating system. This code is referred to here as “Declaring Code.” The Declaring Code identifies prewritten functions and is referred to as the “declaration” or “header.” The Declaring Code specifies precisely the inputs, name, and other functionality required to carry out a declared function.

16. Microsoft makes its SDK and the code contained within the SDK available to the public through a license (“SDK License”). This enables Microsoft to maintain an open platform for third-party developers while preventing malicious actors from using the code in the SDK in a harmful way. While the SDK License grants the right to a range of permissible uses, the license specifically prohibits developers from using Distributable Code “in malicious, deceptive, or unlawful programs.” *See Exhibit 2.* As discussed below, the Declaring Code is a subset of “Distributable Code” and is subject to the SDK License’s prohibition.

17. Any developer who downloads Microsoft’s SDK tools and uses Microsoft’s

Declaring Code must accept the terms of the SDK License, as shown in **Figure 1**. The Trickbot malware authors accepted the terms of the SDK License because they needed to download the SDK tools in order to use the Declaring Code.



**Figure 1**

**D. Windows SDK 8.1’s Declaring Code Is Subject To The License Term Prohibiting Use In Malware**

18. According to the SDK 8.1 license, any material contained within the following “.lib” directories in the SDK licensing documentation, set forth at **Figure 2**, may not be used in a malicious program:



2. Microsoft Windows Software Development Kit ("SDK") for Windows 8 Redist.txt

This is the "REDIST list" that is referenced in the "Distributable Code" section of the Microsoft Software License Terms for Windows SDK for Windows 8 software (the "software"). If you have a validly licensed copy of such software, you may copy and distribute the unmodified object code form of the files listed below, subject to the software's License Terms and to the additional terms or conditions that are indicated below.

Static LIB files

Subject to the license terms for the software, the .lib files under the following directories may be distributed unmodified when built as part of your program:

Program Files\Windows Kits\8.0\Lib\win8\um\x86  
 Program Files\Windows Kits\8.0\Lib\win8\um\x64  
 Program Files\Windows Kits\8.0\Lib\win8\um\arm

**Figure 2**

19. These .lib directories contain the following representative list of .lib files, as reflected in **Figure 3** and **Figure 4** :

Name	Date modified	Type	Size
AclUI.Lib	8/22/2013 12:09 AM	LIB File	3 KB
ActiveDS.Lib	8/22/2013 12:05 AM	LIB File	8 KB
ADSIid.Lib	10/24/2014 3:38 PM	LIB File	221 KB
<b>AdvAPI32.Lib</b>	8/22/2013 1:31 AM	LIB File	175 KB
advpack.Lib	8/22/2013 12:08 AM	LIB File	21 KB
ahadmin.lib	10/24/2014 3:38 PM	LIB File	94 KB
alink.lib	8/5/2013 5:15 PM	LIB File	2 KB
amstrmid.lib	10/24/2014 3:38 PM	LIB File	445 KB
api-ms-win-net-isolation-11-1-0.lib	10/24/2014 2:33 PM	LIB File	83 KB
appmgmts.lib	8/22/2013 12:15 AM	LIB File	6 KB
appmgr.lib	8/22/2013 12:44 AM	LIB File	2 KB
appnotify.lib	8/22/2013 1:08 AM	LIB File	3 KB
audiobaseprocessingobject.lib	10/24/2014 3:40 PM	LIB File	330 KB

**Figure 3**

Name	Date modified	Type	Size
irprops.lib	8/22/2013 12:53 AM	LIB File	11 KB
iscsidsc.lib	8/22/2013 12:30 AM	LIB File	21 KB
jsrt.lib	8/22/2013 12:25 AM	LIB File	21 KB
kerbcli.lib	10/24/2014 3:38 PM	LIB File	83 KB
<b>kernel32.Lib</b>	10/24/2014 3:25 PM	LIB File	281 KB
KSPProxy.Lib	8/22/2013 12:29 AM	LIB File	3 KB
ksuser.lib	10/24/2014 3:38 PM	LIB File	308 KB
ktmw32.lib	8/22/2013 12:06 AM	LIB File	12 KB
LoadPerf.Lib	8/22/2013 12:12 AM	LIB File	5 KB
locationapi.lib	10/24/2014 3:38 PM	LIB File	163 KB
Lz32.Lib	8/22/2013 1:33 AM	LIB File	4 KB
magnification.lib	8/22/2013 12:12 AM	LIB File	7 KB
MAPI32.Lib	8/22/2013 12:32 AM	LIB File	28 KB

**Figure 4**

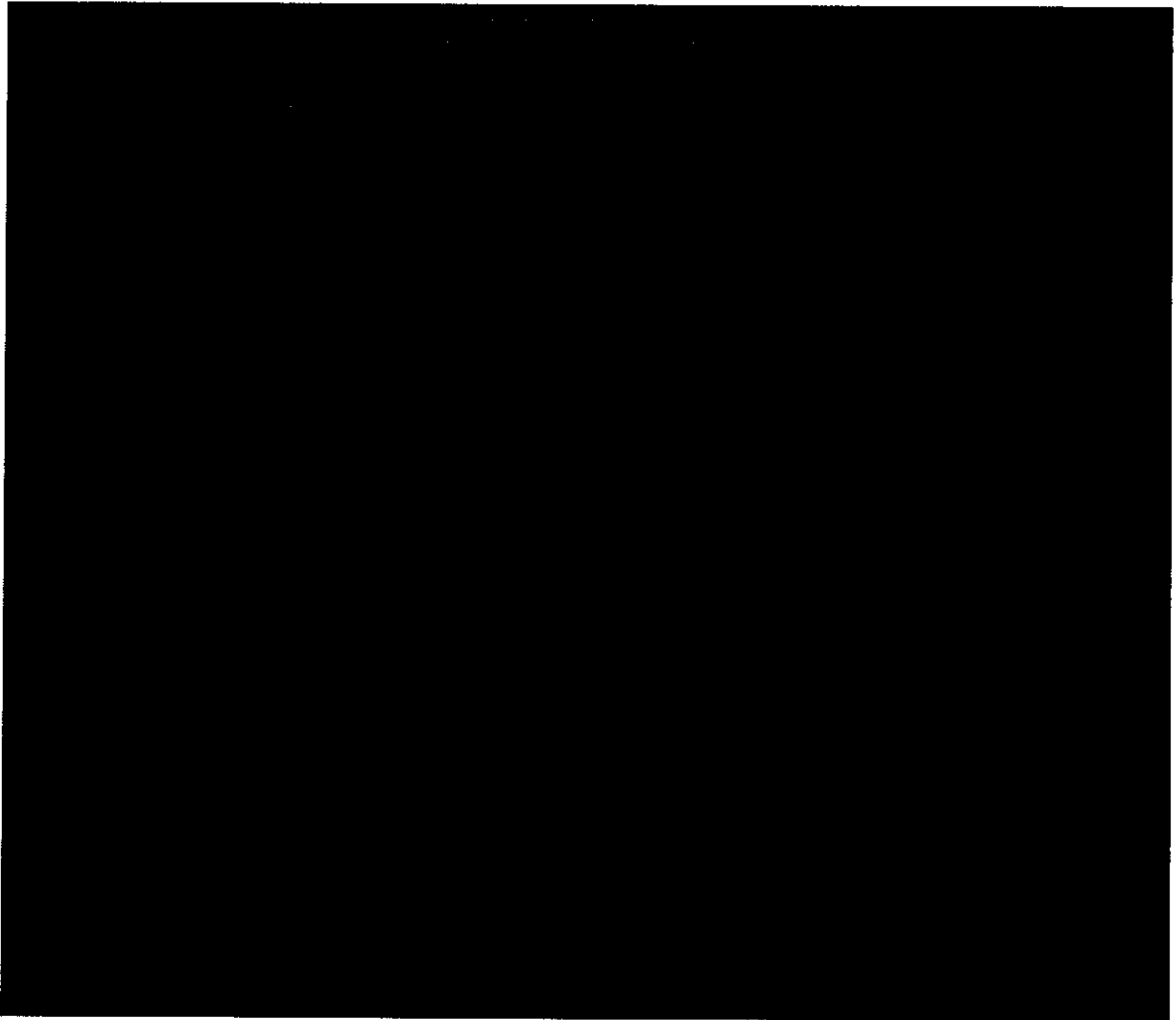
20. Contained within each of these .lib files are hundreds of .dll files that contain the specific Declaring Code that is at issue and is used by Defendants to create the Trickbot malware, as discussed further below. For example, extracting the contents of advapi32.lib file, reveals numerous relevant code declarations, as reflected in **Figure 5**.



**Figure 5**

21. Similarly, upon extracting the contents of kernel32.lib files, numerous relevant code declarations can be seen, as reflected in **Figure 6**.





**Figure 6**

22. These files contain the Declaring Code reproduced by the Defendants to create the Trickbot malware, as discussed in more detail below. This same Declaring Code is contained in corresponding header files distributed with the Windows SDK, such as “advapi32.h,” “kernel32.h,” and many other header files used by the Defendants to create the Trickbot malware, as discussed below. Thus, the Declaring Code at issue is explicitly subject to the Windows SDK license terms prohibiting use of such code in malware.

## **II. TRICKBOT'S UNAUTHORIZED USE OF MICROSOFT'S COPYRIGHTED SOFTWARE**

### **A. Initial Infection**

23. Defendants target the owners of computing devices. The primary purpose of the Trickbot botnet is to access and steal users' online financial account credentials and other personal information and to engage in other criminal activities.

24. The creators of Trickbot designed it specifically to attempt to infect computing devices running operating systems sold by Microsoft, Windows 7, Windows 8, Windows 8.1, Windows 10 and Windows Server. Trickbot is also designed to detect automated malware analysis sandboxes and antivirus products.

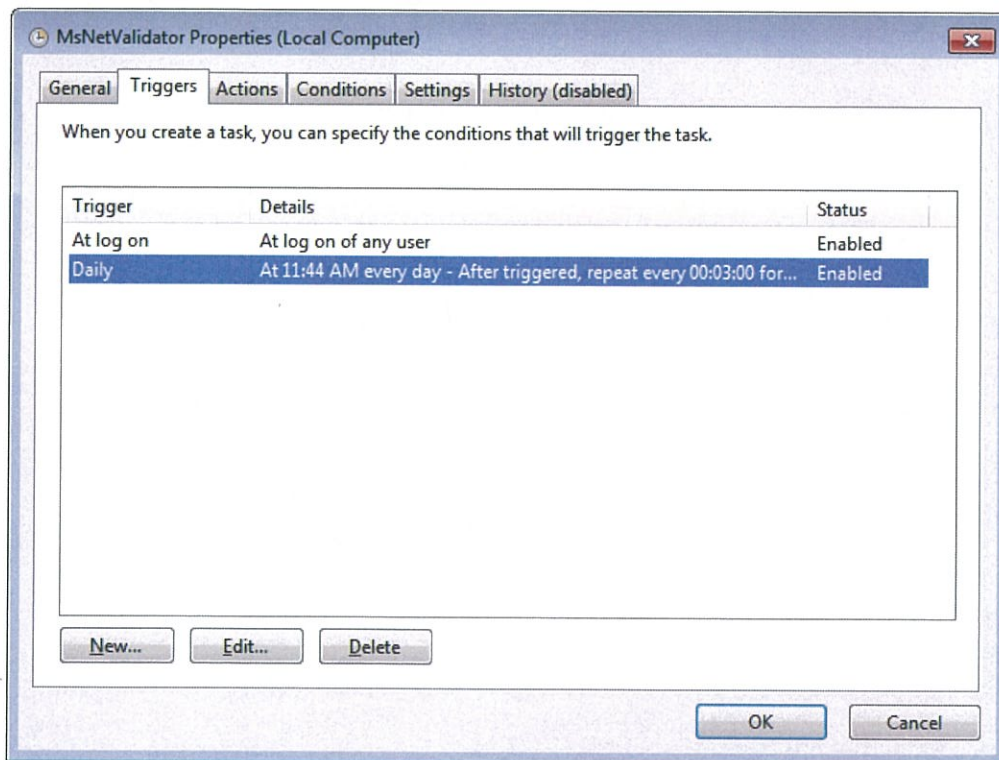
25. Once a cybercriminal has obtained a Trickbot kit, they will then attempt to infect as many computing devices as they can. I have studied the mechanism that Defendants use to infect computing devices and have concluded that the operators of the Trickbot botnet have deployed several of the most common means to spread Trickbot infections including malicious spam email message or other phishing campaigns. These campaigns deliver Trickbot using themes that are familiar to the public, including important current events such as Black Lives Matter and COVID-19. Examples of such deceptive phishing emails are set forth in the Declaration of Jason Lyons, submitted with this declaration. The emails typically include an attachment, such as a Microsoft Word or Excel document, that has been weaponized to contain code that downloads the Trickbot malware. The malicious document downloads and executes an initial Trickbot payload on the device.

26. During the initial infection process, a newly infected device runs the malware's executable file, creating a folder inside the `%APPDATA%` local user folder. The initial payload is the only file physically present on the infected device and is designed to allocate memory and decrypt the loader. The payload changes a number of settings in the user's Windows scheduled tasks and system folders to ensure that it is launched at certain periods of time. In particular, the Trickbot malware writes entries to Windows registry and folder paths, modifies the system

processes that contain the “Microsoft” and “Windows” trademarks. The following are examples of such Trickbot registry paths.

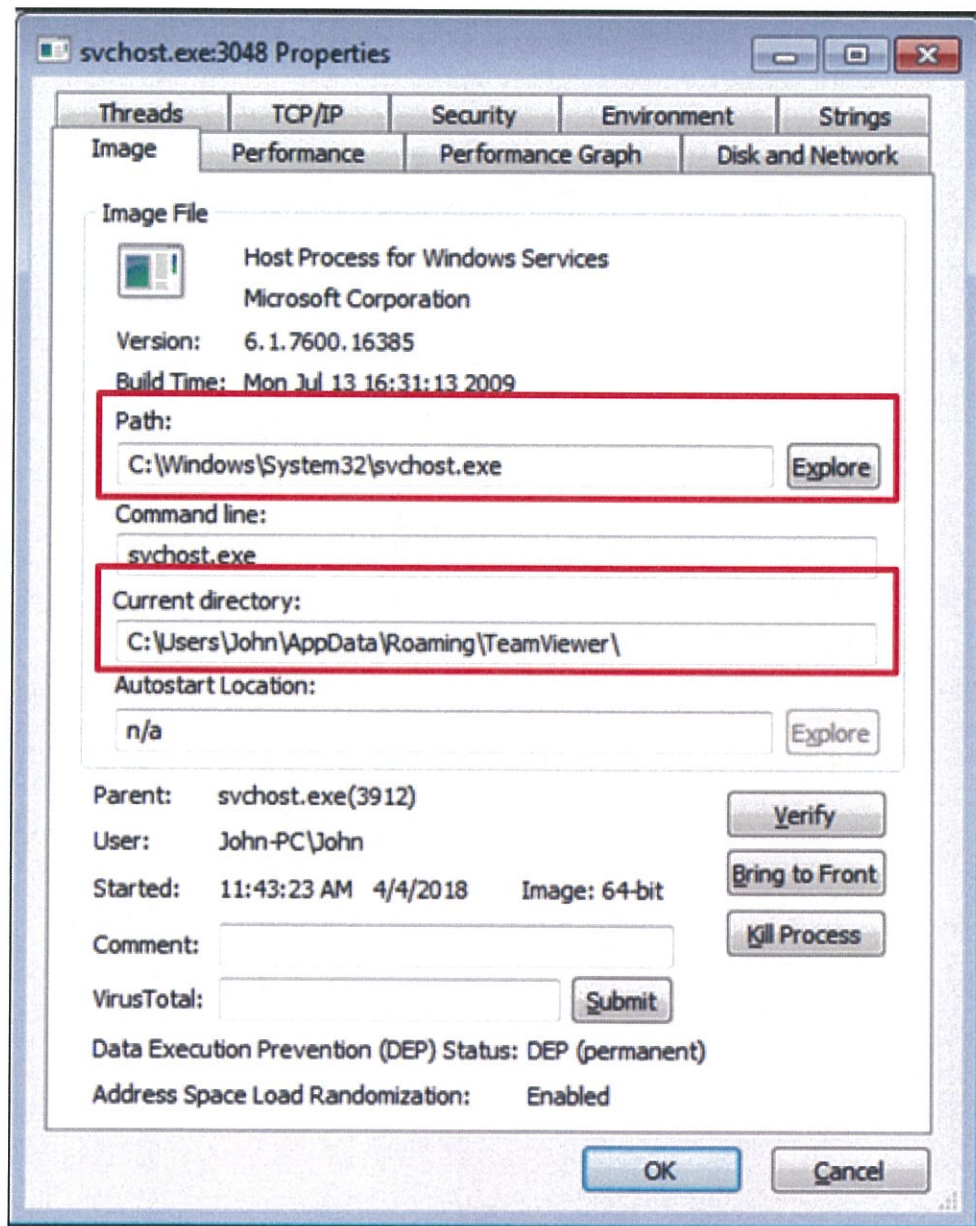
- *%WINDIR%\System32\Tasks\*, for example Ex: *C:\Windows\System32\Tasks\*
- *%WINDIR%\Tasks\*, for example *C:\Windows\Tasks\*
- *HKLM\SOFTWARE\Microsoft\Windows NT\CurrentVersion\Schedule\TaskCache\Tasks\*
- *HKLM\SOFTWARE\Policies\Microsoft\Windows Defender\*
  - *DisableAntiSpyware*
- *HKLM\SOFTWARE\Policies\Microsoft\Windows Defender\Real-Time Protection*
  - *DisableBehaviorMonitoring*
  - *DisableOnAccessProtection*
  - *DisableScanOnRealtimeEnable*
  - *DisableIOAVProtection*

27. Set forth below at **Figure 7** is an example of a scheduled task created by the Trickbot malware.



**Figure 7**

28. Set forth below at **Figure 8** is an example of a Windows process that has been tampered with and modified by the Trickbot malware.



**Figure 8**

29. Trickbot arrives with an encrypted set of files, including initial configuration that consists of a version number, a list of command and control (“C2”) servers, and autorun

instructions for the first module. It is set to run at startup, a minute after the task is created, and then every nine minutes from that point on. As the scheduled task is triggered, the malware extracts and executes a shellcode in its own memory space.

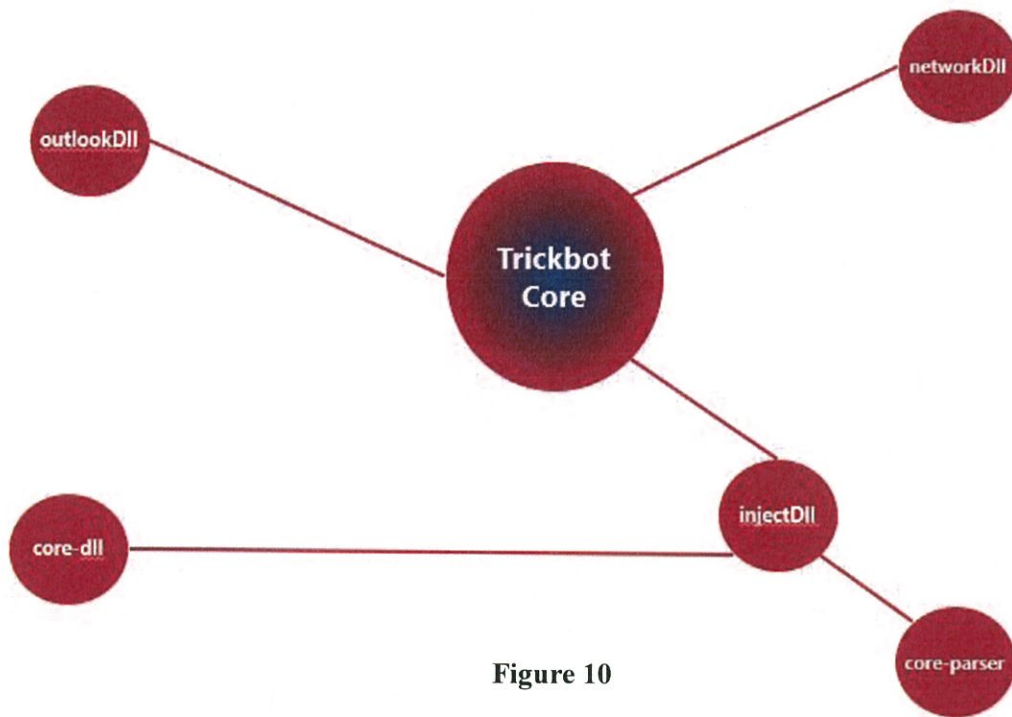
30. Communication with the C2 server takes place over encrypted HTTP requests. Each request contains some basic information about the victim's device and a command code. Responses from the C2 servers are also encrypted and decrypted by the malware in the same manner as the IP address list is decrypted by the bot.

31. Depending on the intention of Trickbot's operators for a particular intrusion, Trickbot can download and deploy from the C2 servers various modules that provide varying forms of functionality and criminal activity, as shown in **Figure 9**. Of particular note, several of the Trickbot modules are designed to carry out reconnaissance on victim systems, enabling the Trickbot operators to determine whether the system is a viable target for installing ransomware. These modules can collect both technical details, information about files and data that may be encrypted and held hostage as part of the ransomware attack, and details about the victim themselves in order to determine whether the victim is a viable target. This is a multi-step process, and may involve further reconnaissance using the CobaltStrike and Mimikatz tools. Once the Trickbot operators identify viable target systems and victims, they install the Ryuk ransomware, which locks the victim's files and data, and demand that the victim pay a ransom in order to unlock those resources. The modules are capable of many other forms of attack as well and are sent with a configuration file that allows the Trickbot operators to update and adapt this code as needs change. Our investigation has seen Trickbot modules—also referred to as secondary malware infections—with the following names and purposes:

<b>Figure 9</b>	
<b>Module</b>	<b>Purpose</b>
<b>injectDll</b>	Main banker module using "static" and "dynamic" web browser injection and data theft

<b>networkDll</b>	A reconnaissance module that gathers network and system information for the purpose, among many, to determine if the victim machine meets criteria for revictimization with ransomware
<b>Systeminfo</b>	Gathers system information
<b>tabDll</b>	Propagate Trickbot via EternalRomance Exploit
<b>wormDll</b>	Propagate Trickbot via SMB - EternalBlue Exploit
<b>shareDll</b>	Propagate Trickbot via Windows Network Shares
<b>vncDll / BCTestDll</b>	Remote control/Virtual Network Computing module to provide backdoor for further module downloads
<b>rdpscanDll</b>	Launch brute-force attacks against selected Windows systems running a Remote Desktop Protocol (RDP) connection exposed to the Internet
<b>mailsearcher</b>	Searches all files on disk and compares their extensions to a predefined list to harvest email addresses
<b>outlookDll</b>	Gather Outlook credentials
<b>importDll</b>	Gather browser data
<b>psfin</b>	Gather point of sale software credentials
<b>squDll</b>	Gather email addresses stored in SQL servers
<b>aDll</b>	Execute various commands on a Windows domain controller to steal Windows Active Directory Credentials
<b>pwgrab</b>	Gather credentials, autofill data, history and so on from browsers

32. For illustrative purposes, the relationship between the main Trickbot malware and several modules and sub-modules are represented below in **Figure 10**.



**Figure 10**

33. Each of these secondary malware infections makes further changes to user’s computing device, including by adding files, changing registry settings, opening additional backdoors that allow remote control by other cybercriminals, altering the integrity of certain software contained in Windows, such as Internet Explorer, Edge, or Outlook, and allowing further sets of malwares to be downloaded onto the computing device. All of these malware variants are designed to attack computing devices running Microsoft Windows operating systems.

**B. Trickbot Authors Use Microsoft’s Declaring Code in Writing The Malicious Modules**

34. The secondary malware infections are delivered as Dynamic Link Libraries (“DLLs”). A DLL is a library containing code and data that is used by many programs at once. DLLs promote modular architecture and ease of deployment and installation. For example,



when a function within a DLL needs updating or a fix, the deployment and installation of the DLL does not require the program to be relinked with the DLL. Additionally, if multiple programs use the same DLL, the multiple programs will all benefit from the update or the fix. By using DLLs, the Defendants are able to efficiently add, remove, or update the modules.

35. During my investigation, I purposely infected several investigator-controlled computing devices with the Trickbot malware to allow us to monitor the communications and data packets it was receiving from the C2. I observed that after the initial infection but before any of the secondary malware instructions were executed on the infected device, Trickbot would dynamically import a list of DLL library executables that would enable the individual modules to be executed on the victim device.

36. Once the DLL libraries were imported from the C2s onto the victim device, I parsed through the files to determine how the individual malware modules execute and interact with code libraries in Windows to achieve their malicious purpose. While Trickbot encrypts the configuration files with a cryptographic hash value in order to obfuscate the DLL and API names, I implemented code that was able to decrypt the DLL modules and decode their corresponding configuration files in XML format. I then used the XML format to reverse engineer the modules.

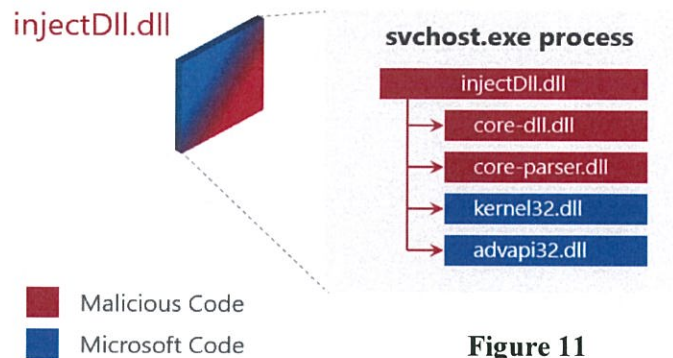
37. I initially investigated the injectDll module because it is the main malware module used to perpetuate the fraud and steal financial information for the Trickbot operators. The injectDll is designed to monitor for banking website activity and uses web injects (e.g., pop ups and extra fields) to steal financial information. The configuration files define the targeted websites and the targeted C2 servers that will receive the stolen data. InjectDll enumerates all the running processes and checks if the running processes on the device include a browser, such as Microsoft Edge, Internet Explorer, Google Chrome, Mozilla Firefox, or others. Trickbot monitors the computing device's Internet browser communications and once it detects any of these browsers, Trickbot deploys malicious code that interacts with the browser application to

intercept or modify information sent from a user's browser to a server.

38. Once a victim's device is infected, the injectDll module will connect over the Internet to the C2 servers in order to load the required DLL and header code contained on the C2s to enable the malware to monitor browser usage. In particular, I uncovered that the injectDll has copied into a substantial amount of Microsoft's Declaring Code, which is then used to call functions with particular libraries available in particular DLL files that are part of the Windows operating system. For example, within the malicious Trickbot "injectDll" file, the Defendants copied literal code and the structure sequence and organization of Windows code such as the AdjustTokenPrivileges, TerminateThread, LookupPrivilegeValueW, RevertToSelf, DuplicateTokenEx, OpenProcessToken, LoadLibrary, GetProcAddress, GetCurrentProcess, CloseHandle code and many other Windows code elements. The following is a representative example of such literally infringed source code:

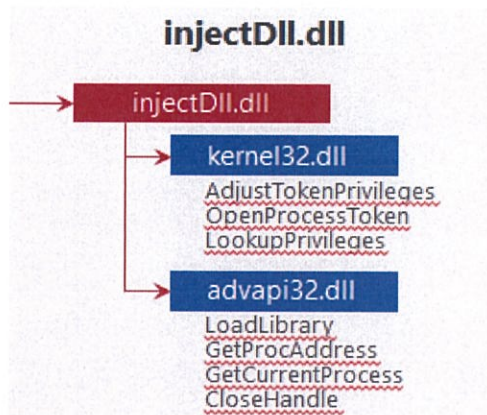
```
// declaration of function pointer for advapi32.dll
typedef BOOL (*AdjustTokenPrivileges)(
    HANDLE             TokenHandle,
    BOOL               DisableAllPrivileges,
    PTOKEN_PRIVILEGES NewState,
    DWORD              BufferLength,
    PTOKEN_PRIVILEGES PreviousState,
    PDWORD             ReturnLength
);
```

39. The Defendants copied that Declaring Code and its structure, sequence and organization from the Windows SDK at the time that they were using the SDK to create the Trickbot malware and its constituent files, including the "injectDll" file. **Figure 11** below illustrates how the malware authors reproduced literal copies of Microsoft's Declaring Code (in blue) in the injectDll file alongside their own malicious code (in red).



**Figure 11**

40. The infringing Trickbot code hosted at the IP addresses associated with C2 servers literally reproduces hundreds of lines of such Microsoft source code, as well as the structure, sequence and organization of such code, across multiple infringing Trickbot files. **Figure 12** represents the way that an exemplary infringing Trickbot file (in red) reproduces the structure, sequence and organization of several examples of Microsoft source code (in blue).



**Figure 12**

41. When the malicious “injectDll” module is running on a victim’s computing device, it will use the infringing Declaring Code in order to invoke functionality within, among others, the “advapi32.dll” and “kernel32.dll” library files within Windows. **Figure 13** below sets forth several examples of Microsoft’s Windows SDK Declaring Code and the structure, sequence and organization of that code, as copied by the Defendants from the Windows SDK

into the infringing Trickbot malware, which has been annotated with explanatory comments (in green).

```
// declaration of function pointers for advapi32.dll APIs
typedef BOOL (*AdjustTokenPrivileges)(
    HANDLE TokenHandle,
    BOOL DisableAllPrivileges,
    PTOKEN_PRIVILEGES NewState,
    DWORD BufferLength,
    PTOKEN_PRIVILEGES PreviousState,
    PDWORD ReturnLength
);
typedef BOOL (*OpenProcessToken)(HANDLE ProcessHandle, DWORD DesiredAccess, PHANDLE TokenHandle);
typedef BOOL (*LookupPrivilegeValueA)(LPCSTR lpSystemName, LPCSTR lpName, PLUID lpLuid);

// declaration of function pointers for kernel32.dll APIs
typedef HMODULE (*LoadLibraryA)(LPCSTR lpLibFileName);
typedef FARPROC (*GetProcAddress)(HMODULE hModule, LPCSTR lpProcName);
typedef HANDLE (*GetCurrentProcess)();
typedef BOOL (*CloseHandle)(HANDLE hObject);

int InjectCoreDll(HANDLE hBrowserProcess)
{
    // parse the kernel32.dll in memory to get the addresses of these APIs
    LoadLibraryA LoadLibraryA addr = GetProcAddressBrute("LoadLibraryA");
    GetProcAddress GetProcAddress addr = GetProcAddressBrute("GetProcAddress");

    // Run-Time DLL loading to access advapi32.dll APIs
    HMODULE hAdvapi32 = LoadLibraryA addr("advapi32.dll");
    AdjustTokenPrivileges AdjustTokenPrivileges addr =
    (AdjustTokenPrivileges)GetProcAddress addr(hAdvapi32, "AdjustTokenPrivileges");
    OpenProcessToken OpenProcessToken addr = (OpenProcessToken)GetProcAddress addr(hAdvapi32,
    "OpenProcessToken");
    LookupPrivilegeValueA LookupPrivilegeValueA addr =
    (LookupPrivilegeValueA)GetProcAddress addr(hAdvapi32, "LookupPrivilegeValueA");

    // Run-Time DLL loading to access kernel32.dll APIs
    HMODULE hKernel32 = LoadLibraryA addr("kernel32.dll");
    GetCurrentProcess GetCurrentProcess addr = (GetCurrentProcess)GetProcAddress addr(hKernel32,
    "GetCurrentProcess");
    CloseHandle CloseHandle addr = (CloseHandle)GetProcAddress addr(hKernel32, "CloseHandle");

    HANDLE TokenHandle;
    struct _TOKEN_PRIVILEGES NewState;
    NewState.PrivilegeCount = 0;
    NewState.Privileges[0].Attributes = 0;
    NewState.Privileges[0].Luid = 0;

    // get the handle to the host process -> svchost.exe
    HANDLE hCurrentProcess = GetCurrentProcess addr();

    // adjust token privilege to allow this host process to manipulate browser process
    if (OpenProcessToken addr(hCurrentProcess, 0x28u, &TokenHandle))
    {
        NewState.PrivilegeCount = 1;
        NewState.Privileges[0].Attributes = 2;
        IF (LookupPrivilegeValueA addr(0, "SeDebugPrivilege", (PLUID)NewState.Privileges))
        AdjustTokenPrivileges addr(TokenHandle, FALSE, &NewState, 0, NULL, NULL);
        CloseHandle addr(TokenHandle);
    }
}
```

Figure 13

42. I used the same process to investigate the other modules and uncovered evidence that the Trickbot authors copied verbatim Microsoft’s Declaring Code causing the modules to invoke other functionality relating to other software applications running on Windows or libraries within Windows. In other words, each time the modules are executed on the infected



device, the modules will call pre-written and pre-packaged code in Microsoft's SDK and use the Declaring Code to perpetuate the malicious conduct.

43. In total, I observed the Trickbot authors copied hundreds of lines of Microsoft's Declaring Code and the structure, sequence, and organization of that code are copied within and across the numerous Trickbot modules, as shown in **Figure 14** and **Figure 15** below.

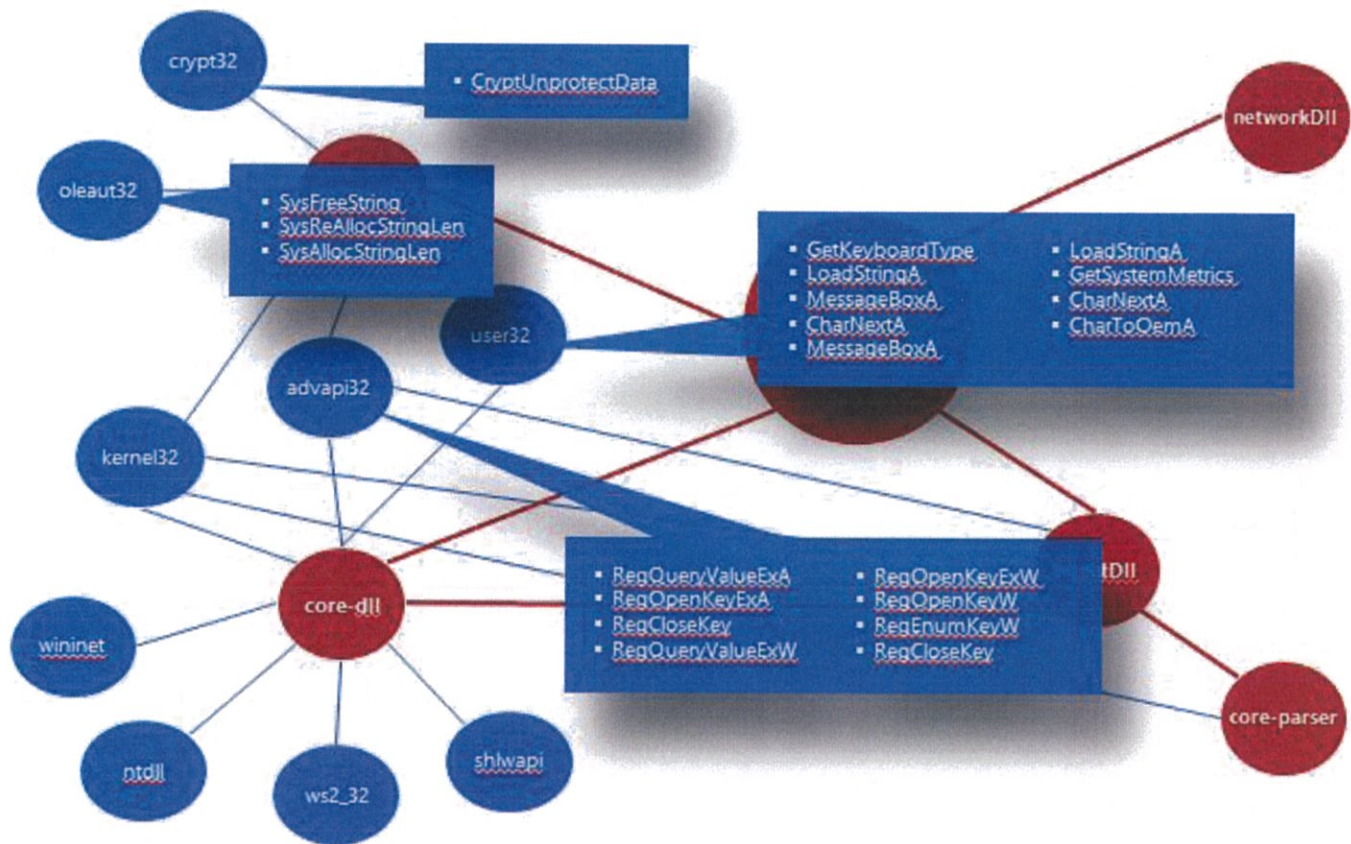


Figure 14



Figure 15

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 7 day of October, 2020, in Alexandria, Virginia.

  
 \_\_\_\_\_  
 Rodelio G. Fiñones

# **EXHIBIT 1**



# Rodelio Fiñones

## **Objective:**

Security Software Engineer/Threat Researcher with 20 years experienced seeking to acquire a rewarding career in the field of computer, internet, and cloud security where my expertise, experience, and knowledge in cyber threats and software engineering will be utilized to make big impact to the success of the company.

## **PROFESSIONAL EXPERIENCE:**

### **Senior Security Software Engineer/Threat Researcher, Digital Crimes Unit (Nov 2017 – Present)**

Microsoft

- Comprehensive reverse engineering of different malwares types.
- Analysis, decryption, and dissecting network captures.
- Design and develop tools and automation systems for analyzing and tracking botnets.
- Utilize big data to hunt known and unknown threats, create IOCs and improve detection/remediation capabilities.
- Collaborate with DCU investigators, lawyers, and internal/external partners to eradicate/disrupt botnets through civil, criminal referrals, or pure blocking strategy.
- Research and develop malware emulators, crawlers and sinkhole systems for tracking their infrastructures.
- Utilize Azure cloud technologies to accelerate development of robust tools and pipelines to combat cyber threats.
- Prepare and submitted botnet legal declarations for civil and criminal referrals.
  - Dorkbot: <https://botnetlegalnotice.com/dorkbot/>
  - Gamarue: <https://www.noticeofpleadings.net/gamarue/>

### **Senior Antivirus Researcher / Strategist (June 2009 – Nov 2017)**

Microsoft

- Handle malware samples from different sources to provide analysis, tracking, detections, advice, and remediation.
- Tracking top acute threats impacting customer and doing end to end research and providing up to date protection and mitigation (Ex: Zeus/Zbot, Locky, Cerber, etc.)
- Lead the team on focus research of different categories of malwares such Botnets, Clickfraud, MSIL, and Spambots to provide different kind customer

protection such as sourcing, protections (File, memory, and cloud-based, behavior-based, and etc.). Also includes identifying the malware infection chain and monetization.

- Design and develop tools and automation projects for unpacking and tracking botnets.
- Utilize big data (cosmos) to analyze malware threat landscape and to better protect the customer.
- Lead team and hands on research on prevalent malwares for CME (MS Collective Malware Eradication) to disrupt/eradicate malwares.
- End to end research and development of antimalware engine and product features to improve customer protections.
- Drive improvements to windows platform and its components (OS, script engines – JS, PS, etc.)
- Static and dynamic analysis of different types of malwares and vulnerabilities.
- Creating rules and programs to improve automatic detections of malwares.
- Respond to malware outbreaks.
- Write tweets, blogs, research papers, and present to top security conferences.
- Provide mentoring to other researchers.

**Principal Software Developer / Researcher (Dec 2007 – June 2009) Fortinet Technologies (Canada), Inc.**

- Improved signature-based detection algorithm to support more complex malwares. Detection methods such as x-raying and behavioral and characteristics detections.
- Research and develop AV engine features to support packer through scriptbased. Generic unpacker coupled with script-based unpacker will be a powerful and effective solution for most malwares.
- Handle complex malwares analysis and detection through script-based or hardcoded.
- Improvements and optimizations for Fortinet's AV detection algorithms.
- Provide technical knowledge to new AV analyst.

**Senior Antivirus Analyst / Engine developer (May 2004 – Dec 2007) Fortinet Technologies (Canada), Inc.**

Analysis, Research and Development Projects

- Research, design, and develop the clean engine for Fortinet's desktop Antivirus product. It supports cleaning Win32 PE, Office, DOS, and script formats.
- Improve the scanning technology through research and development of new scanning algorithm that suits for complex viruses.
- Fix bugs and AV scan and clean engine limitations

- Participate in the research, development, and improvements of Win32 emulator engine.
- Create detection module for hard to detect viruses such metamorphic, polymorphic, and EPO viruses.
- Improved the scanning technology for scripts malwares.
- Research, design, and develop an automated system to replicate, analyze, and heuristically detect known and unknown malwares through sandboxing technology.
- Handle complex malwares.
  - Analysis
  - Creating detection signatures
  - AV Engine support (if necessary)

Other Tasks:

- Provide malware related technical expertise to analyst and product development team.
- Create documentation for developed systems.
- Conduct trainings regarding virus analysis, detection and disinfection algorithm.
- Provide quick and quality solution to customer problems.
- Configure replication system for any kinds of malware

**Senior Anti-Virus Researcher / AV Engine Developer (Nov 1999 – April 2004) Trend Micro, Inc. (Anti- Virus and Internet Security)**

AV Trainee

- ✦ 3-month extensive virus / malware training. Include analysis and creation of detection and clean signatures.

AV Technical Support Engineer

- ✦ Provides complete solution to the customer.
  - Provides scan and clean solution. Includes signature to remove system infections such as registry, system files, process, services, and files.
  - Create detailed / comprehensive virus description and manual removal instructions.
  - Provides other assistance needed by the clients.

AV Research Engineer

- ✦ Focus on the detailed / comprehensive analysis of Windows viruses.
- ✦ Process escalation cases from Virus support engineers.
- ✦ Conduct technology upgrade trainings to Virus support team (New virus technology; new Scan / Clean feature).
- ✦ Respond to Virus Alerts

- ✦ Develop removal tools for specific malware.
- ✦ Design and develop TSC (Trojan System Cleaner). Engine module to detect and restore system infection through registry, process, system files, and services.
- ✦ Process Scan / Clean Engine related cases.
- ✦ Analyze exploits and system vulnerabilities (Windows & Linux).
- ✦ Research and develop a system for automating the replication of malware that covers controlled and simulated Internet environment ✦ Research and develop Scan/Clean Engine modules:
  - Metamorphic virus support
  - Win32 virus clean modules
  - New file formats support
  - Trojan System Cleaner
  - Compression / Packer engine support (UPX, Petite, and PEPack)

### **TECHNICAL SKILLS:**

- ✦ Advance knowledge and experience in reverse engineering any kinds of malware using debugger (Soft-ice, IDA Pro, OllyDbg, and Immunity debugger) ✦ In-depth knowledge and experience in exploits and vulnerabilities.
- ✦ Strong knowledge and experience in creating comprehensive malware description.
- ✦ Strong experience in developing detection and cleaning engine for different kinds of malware such as virus, worms, Trojans, and spywares.
- ✦ In-depth knowledge in windows operating system internals.
- ✦ In-depth knowledge and experience in virus, Trojans, worms, and spywares behaviors.
- ✦ Experience in TCP/IP networks, Unix/Linux networks (AIX, Redhat, Slackware, Ubuntu), Windows network (Windows 9X/NT/2K), Novell Netware. Background knowledge in Windows CE, Palm, and EPOC operating system.
- ✦ Advance experience in C and DOS/Win32 Assembly, VB Script, JavaScript.
- ✦ Experience in C/C++, Linux shell scripts, PowerBuilder, and SQL programming.
- ✦ Intermediate experience in analyzing and testing various Anti-virus products.
- ✦ Experience in using soft-ice debugger, IDA Pro, OllyDbg, Snort, and Ethereal.
- ✦ Intermediate experience and knowledge in network protocols like TCP/IP, IPX/SPX, SMTP, FTP, HTTP, DNS, NTTP, and MAPI32.
- ✦ Intermediate knowledge in Windows and Unix/Linux system and network security.
- ✦ Knowledge in ASP, MS Access, FoxPro, and HTML.
- ✦ Knowledge in IP chains/tables, Ethereal packet sniffer, Snort IDS, Tripwire integrity checker.
- ✦ Knowledge in Lotus Notes and Domino server
- ✦ Advance experience in python and Django web framework.
- ✦ Have a strong problem-solving ability, can-do attitude, reliability, team player and hard working.

- ✦ Significant experience in software development utilizing Azure cloud technologies.
- ✦ Advance experience in Network forensics.
- ✦ Advance experienced in software development using C#.
- ✦ [GIAC Certified Incident Handler](#)
- ✦ [GIAC Advisory Board](#)

#### **PREVIOUS EMPLOYMENT:**

##### **System analyst / Programmer** (July 1999, October 1999)

Gestalt Consulting Inc. (PowerBuilder and MS SQL)

- ✦ Create, maintain, and improve Inventory system and Accounting system.
- ✦ Provide support to problem of clients.
- ✦ Review and document the current application system.

#### **EDUCATION:**

##### **Bachelor of Science in Computer Engineering** (1995 -1999)

FEU - East Asia College of Information Technology, May 1999, 3.2/4.0 GPA

# **EXHIBIT 2**

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  - distribute Distributable Code included in a setup program only as part of that setup program without modification;
  - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
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- 1. INSTALLATION AND USE RIGHTS.** One user may install and use any number of copies of the software on your devices to design, develop and test your programs, solely to create submissions for the Windows Hardware Certification Program.
- 2. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software for others to copy;
  - rent, lease or lend the software;
  - transfer the software or this agreement to any third party; or
  - use the software for commercial software hosting services.
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- 4. .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
- 5. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406). Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).
- 6. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 7. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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**9. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

**10. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

**11. APPLICABLE LAW.**

**a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

**b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**12. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

**13. DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**FOR AUSTRALIA – You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**

**14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

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- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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**Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.**

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Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

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## **MICROSOFT SOFTWARE LICENSE TERMS**

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- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.



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**As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.**

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- a.** You may install and use any number of copies of the software on your devices to design, develop and test your programs that run on a Windows operating system. Further, you may install, use and/or deploy via a network management system or as part of a desktop image, any number of copies of the software on computer devices within your internal corporate network to design, develop and test your programs that run on a Windows operating system. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to terms that protect the software as much as these license terms.
- b. Utilities.** The software contains certain components that are identified in the Utilities List located at [go.microsoft.com/fwlink/?LinkId=294837](http://go.microsoft.com/fwlink/?LinkId=294837). Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. Except as otherwise provided on the Utilities List for specific files, you may copy and install the Utilities you receive with the software on to other third party machines. These Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto a third party machine within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities onto that machine. We may add additional files to this list from time to time.
- c. Build Server List.** The software contains certain components that are identified in the Build Server List located at [go.microsoft.com/fwlink/?LinkId=294839](http://go.microsoft.com/fwlink/?LinkId=294839). You may install copies of the files listed in it, onto your build machines, solely for the purpose of compiling, building, verifying and archiving your programs. These components may only be used in order to create and configure build systems internal to your organization to support your internal build environment. These components do not provide external distribution rights to any of the software or enable you to provide a build environment as a service to third parties. We may add additional files to this list from time to time.
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## **2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
  - i. Right to Use and Distribute.** The code and text files listed below are "Distributable

**Code.”**

- REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files plus the files listed on the REDIST.TXT list located at [go.microsoft.com/fwlink/?LinkId=294840](https://go.microsoft.com/fwlink/?LinkId=294840). Depending on the specific edition of the software, the number of REDIST files you receive with the software may not be equal to the number of REDIST files listed in the REDIST.TXT List. We may add additional files to this list from time to time.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

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- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- for Distributable Code from the Windows Performance Toolkit portions of the software, distribute the unmodified software package as a whole with your programs, with the exception of the KernelTraceControl.dll and the WindowsPerformanceRecorderControl.dll which can be distributed with your programs;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

**iii. Distribution Restrictions. You may not**

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute partial copies of the Windows Performance Toolkit portion of the software package with the exception of the KernelTraceControl.dll and the WindowsPerformanceRecorderControl.dll which can be distributed with your programs;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that



- the code be disclosed or distributed in source code form; or
- others have the right to modify it.

**b. Windows Store.** If you distribute your programs through the Windows Store you understand and agree such distribution is subject to the Windows Store developer terms and terms of use.

**3. WINDOWS APPLICATION CERTIFICATION KIT.** You may use the Windows Application Certification Kit solely to test your programs before you submit them for a potential Microsoft Windows Certification and for inclusion on the Microsoft Windows Store. The results you receive are for informational purposes only. Microsoft has no obligation to either (i) provide you with a Windows Certification for your programs and/or (ii) include your program on the Microsoft Windows Store.

**4. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

**a. Consent for Internet-Based Services.** The software features described below and in the privacy statement at [go.microsoft.com/fwlink/?LinkID=294841](http://go.microsoft.com/fwlink/?LinkID=294841) connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

**i. Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser, and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Error Reports.** This software automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Sometimes reports contain information about other programs that interact with the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well. Microsoft does not use this information to identify or contact you. To learn more about error reports, see <http://oca.microsoft.com/en/dcp20.asp>.
- **Windows Application Certification Kit.** To ensure you have the latest certification tests, when the Windows Application Certification Kit software is launched it periodically checks [download.microsoft.com](http://download.microsoft.com) to see if an update is available. If an update is found for the data files, it is automatically downloaded for use by the kit in certification tests. If an update is found to other parts of the kit, you are provided a link to a website where the update is available for download.

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**5. .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.



- 6. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (“ .NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](https://go.microsoft.com/fwlink/?LinkID=66406). Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](https://go.microsoft.com/fwlink/?LinkID=66406)
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This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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