EXHIBIT 7

Terms Of Service

Quick Links

Eligibility, Registration and Account Security

This section describes the eligibility criteria we require from all of our users. When you register to use our Services (as defined below), we need to make sure that you are able to legally contract with us. This section also explains that you are responsible for account security including all use of the Services through your User account, whether or not authorized by you.

HIPAA Disclaimer

Our Services do not comply with the U.S. Health Insurance Portability and Accountability Act ("HIPAA"). This section describes our policy on HIPAA in more detail.

Termination Policy

Your Services offer plans for a fixed period of time that you select upon purchase (e.g. 1 month, 1 year, etc.). Even though we do not want you to, we know that one day you might want to leave us.

Auto-Renewal Terms

Unless otherwise provided, your Services will automatically renew on your renewal date to ensure uninterrupted service. This section explains this process in more detail.

Refunds

This section describes our refund policy.

User's Responsibilities

You are required to comply with applicable law and have certain obligations with respect to their use of the Services. You are also required to cooperate with us and utilize hardware and software that is compatible with the Services. In addition, you are responsible for the security of your account and its content, as well as for maintaining a backup of your content and promptly removing any malware from your account.

Billing and Payment

We offer a great range of Services to suit everyone's needs and at prices to suit everyone's pockets. The fees you pay are based on the plan you choose and any add-on products you purchase. All payments are taken, in advance, for the full term of your plan.

Resource Usage

You are required to utilize server resources in an efficient and responsible manner. Excessive use of server CPU and memory resources by you can interfere with or prevent normal service performance for other customers. Additional information about our policy on CPU, Bandwidth and Disk Usage can be found here.

TERMS OF SERVICE

These Terms of Service (the "Agreement") are an agreement between you ("User" or "you" or "your") and P.D.R Solutions (U.S.) LLC unless you are a User in India. For all Users in India, this is an Agreement between you and Endurance International Group (India) Private Limited, an Indian corporation. For all customers outside of India, "Company", "we", "us" or "our" shall refer to P.D.R Solutions (U.S.) LLC, and for all customers in India, the same shall refer to Endurance International Group (India) Private Limited.

This Agreement sets forth the general terms and conditions of your use of the products and services made available by us and on our website (collectively, the "Services").

1. Additional Policies and Agreements

1. Use of the Services is also governed by the following policies, which are incorporated into this Agreement by reference. By using the Services, you also agree to the terms of the following policies.

1. **Acceptable Use Policy (/legal#aup)**
2. **Copyright Infringement Policy (/legal#infringement)**
3. **Data Request Policy (/legal#drp)**
4. **Privacy Policy (https://www.endurance.com/privacy/privacy)**

2. Additional terms may also apply to certain Services, and are incorporated into this Agreement by reference as applicable. For example, the Affiliate Agreement, Domain Registration Agreement, Reseller Agreement, and VPS Addendum will also apply to you as applicable and would be incorporated into this Agreement.

2. Account Eligibility

1. By registering for or using the Services, you represent and warrant that:

1. You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.
2. If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

2. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. We are not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, please contact our sales team via email or update your contact information through the our billing and support system. Providing false contact information of any kind may result in the termination of your account. For dedicated server purchases or in certain other cases, you may be required to provide government issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.
3. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

3. Company Content

Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Company Content"), are the proprietary property of the Company or the Company's licensors. Company Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content. Any use of Company Content, other than as specifically authorized herein, is prohibited and will automatically terminate your

rights to use the Services and any Company Content. All rights to use Company Content that are not expressly granted in this Agreement are reserved by the Company and the Company's licensors.

4. User Content

4. You may upload, store, publish, display, and distribute information, text, photos, videos and other content for your website on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to us that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

   Solely for purposes of providing the Services, you hereby grant to the Company a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, the Company does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

5. We exercise no control over, and accept no responsibility for, User Content or the content of any information passing through our computers, network hubs and points of presence or the internet. We do not monitor User Content. However, you acknowledge and agree that we may, but are not obligated to, immediately take any corrective action in our sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that the Company shall have no liability due to any corrective action that we may take.

5. HIPAA Disclaimer

   The Services do not comply with the U.S. Health Insurance Portability and Accountability Act ("HIPAA"). You are solely responsible for compliance with all applicable laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services are not appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. We do not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with HIPAA. Users requiring secure storage of "Protected Health Information" as defined under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to "Protected Health Information," is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate

Agreements," and you agree that Company is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, please contact us by phone or chat.

6. Certain Services; 404 Error Page.

   In the event you fail to configure a 404 error page, a default 404 error page will be configured by the Company to appear in the event an Internet user enters a URL related to your domain but for which no file is associated. By not configuring a 404 error page, you hereby consent to and authorize the Company's placement of a default 404 error page and its associated content on your website. The Company's 404 error page may contain advertisements and other materials selected by the Company in the Company's sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines. You may change the 404 error page configuration at any time. The Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.

7. Third Party Products and Services

1. Third Party Providers

   We may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing. Please refer to Appendix A to obtain links to the terms and conditions of certain third party providers. Appendix A is a representative list and not a comprehensive list of goods or services offered by third party providers.

   The Company does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. The Company is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

2. The Company as Reseller or Sublicensor

   We may act as a reseller or sublicensor of certain third party services, hardware, software and equipment used in connection with the Services ("Resold Products"). We shall not be responsible for any changes in the Services that cause any Resold Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Resold Products, either sold, sublicensed or provided by us to you will not be deemed a breach of the Company's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any

Resold Product are limited to those rights extended to you by the manufacturer of such Resold Product. You are entitled to use any Resold Product supplied by us only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Resold Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Resold Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

3. Third Party Websites

The Services may contain links to other websites that are not owned or controlled by us ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

7. Prohibited Persons (Countries, Entities, And Individuals).

The Services are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury's Office of Foreign Assets Control ("OFAC"), Department of State, and other United States authorities (collectively, "U.S. Trade Laws"). You may not use the Services to export or reexport, or permit the export or reexport, of software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions (including Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region of Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, the Company also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

8. Account Security and Company Systems.

1. It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all

possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.

2. The Services, including all related equipment, networks and network devices are provided only for authorized customer use. We may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be scanned, examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
3. Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. We may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
4. Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by us of an ongoing issue, we reserve the right to keep your account disabled. Upon your request, we may clean-up your account for an additional fee.
5. We reserve the right to migrate your account from one data-center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

9. Compatibility with the Services

1. You agree to cooperate fully with us in connection with our provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, the Company is not responsible for any delays due to your failure to timely perform your obligations.
2. You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by us to provide the Services, which may be changed by us from time to time in our sole discretion.
3. You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. The Company does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

10. Billing and Payment Information

1. Prepayment.
   It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during

which such Services are provided. Subject to applicable laws, rules, and regulations, at our sole discretion, payments may be applied to outstanding invoices in your billing account.

2. Autorenewal.

   Unless otherwise provided, you agree that until and unless you notify us of your desire to cancel the Services, you may be billed, but we are not obligated to bill you, on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.

3. Advance Account.

   If you maintain a credit balance, we will deduct from the credit balance when you purchase products or services from us. If the credit balance is insufficient for processing the order the order may not be processed. Any negative balance in the Advance Account will become immediately payable. If you do not correct a negative balance in your account within 24 hours, we reserve the right to terminate the Services with immediate effect and without any notice.

4. Taxes.
   Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority, unless otherwise provided. Any applicable taxes will be added to your invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.
5. Late Payment or Non-Payment.

   Any invoice that is outstanding may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, we may suspend or terminate your account and pursue the collection costs incurred by the Company, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. We will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

   Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. You have fifteen (15) days from the expiry date to pay the outstanding amount due for a dedicated server. After 15 days, the data on the dedicated server will be permanently deleted and cannot be restored.

6. Domain Payments.

1. Domain registrations. No refunds will be given once a domain is registered.
2. Domain Renewals. You can manage domain renewals in your control panel. Domain renewal notices are provided as a courtesy reminder and we are not responsible for any failure to renew a domain or failure to notify about a domain renewal. No refunds will be given once a domain is renewed.

7. Fraud.
   It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. We may report any such misuse or fraudulent use, as determined in our sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.
8. Invoice Disputes.

   If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

9. Price Change

   The Company reserves the right to change prices, the monthly payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by us through the user billing tool or through other methods of communication, including notices sent or posted by us.

11. Coupons
    Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

12. Money-back Guarantee

1. Dedicated Servers
   There are no refunds on dedicated servers. The forty-five (45) day money- back guarantee does not apply to dedicated servers.
2. Managed shared, VPS and Reseller Services
   The Company offers a thirty (30) day money- back guarantee for shared, VPS, and reseller hosting services only. If you are not completely satisfied with these hosting services and you terminate your account within thirty (30) days of signing up for the Services, you will be given a full refund of the amount paid for hosting. This money-back guarantee only applies to fees paid for hosting services and does not apply to any fees for any additional products or services. For more information about our refund policy on additional products or services please refer to the section Non-refundable Products and Services.

13. Cancellations and Refunds

1. Refunds.
   Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.
2. Non-refundable Products and Services.

   Notwithstanding anything to the contrary contained in this Agreement, there are no refunds of any fee (including without limitation, administrative fee and/or tax) on dedicated servers, or additional products or services such as Codeguard, Digital Certificates, shared VPS hosting, SiteLock install fees for custom software, and/or any other products or services of the Company.

3. Cancellation Process.

   You may terminate or cancel the Services from the control panel. If you cancel the Services, you are obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation. If you request to suspend or cancel your customer account, your access to the control panel will be suspended and you will not be able to access the billing system to renew products or services or to update your account information. However, you will continue to have access to use the Services purchased until the end of your prepaid term.

   Please note that if you have pending orders outstanding on your account at the time you cancel your account, we will continue to process those orders so long as your Advance Account has sufficient funds to cover the charges. If we are unable to fulfill any orders, the charges for such orders will be reversed and we reserve the right to cancel such orders.

   We reserve the right to deny or cancel any order within thirty (30) days of processing such order. In such case we will refund the fees charged for the order.

14. Termination.
    We may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm the Company or others or cause the Company or others to incur liability, as determined by us in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, we will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, the Company may charge you for all fees due for the Services for the remaining portion of the then current term.

    UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA MAY BE DELETED.

15. CPU, Bandwidth and Disk Usage

1. Permitted CPU and Disk Usage.

Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. We expressly reserve the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the **Acceptable Use Policy (https://publicdomainregistry.com/legal/#aup)**. We may, in our sole discretion, terminate access to the Services or remove or delete User Content for those accounts that are found to be in violation of these Terms and Conditions and other policies. Dedicated and VPS usage will be limited by the resources allocated to the specific plan that you purchase.

2. Bandwidth Usage.

   Bandwidth usage is unmetered (i.e., not monitored) for shared hosting services only. Bandwidth usage for dedicated, reseller and VPS services are subject to the terms and limitations of the plan you purchased which are available in your control panel.

16. Reseller Terms and Client Responsibility

1. Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.
2. Resellers shall ensure that each of its clients, customers or users ("Reseller Users") complies with this Agreement, including for the sake of clarity, Appendix A.
3. Resellers are responsible for supporting Reseller Users, including but not limited to providing customer service, billing support and technical support. The Company does not provide support to Reseller Users. If a Reseller User contacts us, we reserve the right to place a reseller cli ent account on hold until the reseller can assume responsibility for the Reseller User. All support requests must be made by the reseller on Reseller User's behalf for security purposes.
4. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of Reseller Users. The Company may hold any reseller responsible for any of their client's actions that violate the law or this Agreement.
5. The Company is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify the Company from and against any and all claims made by any User arising from the reseller's acts or omissions.
6. The Company reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by the Company.

   Resellers in the the Company's Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

17. Limitation of Liability

    IN NO EVENT WILL THE COMPANY, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER

WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

18. Indemnification
You agree to indemnify, defend and hold harmless the Company, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

19. Arbitration

Your use of the Services is also governed by the following:

Unless you are in India, you also hereby agree to the Company's Arbitration Agreement, which is incorporated into this Agreement by reference and can be found **here (https://publicdomainregistry.com/legal/#arbitration)**.

Alternatively, if you are in India, the following provision applies to you:

All disputes, controversies and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement ("Dispute") shall be referred to and resolved by arbitration in Mumbai, India under the provisions of the Arbitration and Conciliation Act, 1996; provided that, to the extent a party may suffer immediate and irreparable harm for which monetary damages would not be an adequate remedy as a result of the other party's breach or threatened breach of any obligation hereunder, such party may seek equitable relief, including an injunction, from a court of competent jurisdiction, which shall not be subject to this Section. The arbitration tribunal shall consist of one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a party to the other. If the parties fail to agree on appointment of such arbitrator, then the arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be

required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the parties agree that this six (6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the parties.

20. Independent Contractor

    The Company and User are independent contractors and nothing contained in this Agreement places the Company and User in the relationship of principal and agent, partners or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

21. Governing Law; Jurisdiction

    Unless you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts.

    If you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Republic of India.

    Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

22. Backups and Data Loss

    Your use of the Services is at your sole risk. the Company does not maintain backups of dedicated accounts or the Services purchased by you. You should not rely on the Company for backup. It is solely your responsibility to maintain backups. the Company is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on the Company's servers.

23. Limited Disclaimer and Warranty

    THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE COMPANY AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS

MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE COMPANY AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

24. Entire Agreement.

    This Agreement, including policies and documents incorporated by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

25. Headings.
    The headings herein are for convenience only and are not part of this Agreement.

26. Changes to the Agreement or the Services

    We may change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on our website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page. If no date is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Services.

27. Severability
    If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

28. Waiver
    No failure or delay by you or the Company to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

29. Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. We may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

30. Force Majeure

    Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

31. Third-Party Beneficiaries

    Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

    Appendix A:

    If you purchase a third party product or service from the Company, you agree to this Agreements AND the following terms and conditions of the third party product or service, which are incorporated herein and made a part of this Agreement by reference:

1. SiteLock: **https://www.sitelock.com/terms (https://www.sitelock.com/terms)**
2. CodeGuard: **https://codeguard.com/pages/terms-of-service (https://codeguard.com/pages/terms-of-service)**
3. Hostgator: **https://www.hostgator.com/tos (https://www.hostgator.com/tos)**
4. Bluehost: **https://www.bluehost.com/terms (https://www.bluehost.com/terms)**
5. Comodo SSL: **https://ssl.comodo.com/terms (https://ssl.comodo.com/terms)**
6. Google Apps Core Services: **https://gsuite.google.com/terms/user_features.html (https://gsuite.google.com/terms/user_features.html)**

7. WordPress: **https://en.wordpress.com/tos/ (https://en.wordpress.com/tos)** and http://automattic.com/privacy/

VPS and Designated Server Addendum (/legal#vps_tos)

Domain Registration Agreement (/legal#dra)

This file was last modified on July 1, 2019.

PRICING (HTTP://PUBLICDOMAINREGISTRY.COM/PRICING/)

PARTNERS (HTTP://PUBLICDOMAINREGISTRY.COM/PARTNERS/)

SUPPORT (HTTP://PUBLICDOMAINREGISTRY.COM/SUPPORT/)

CONTACT US (HTTP://PUBLICDOMAINREGISTRY.COM/CONTACT-US/)

LEGAL (HTTP://PUBLICDOMAINREGISTRY.COM/LEGAL/)

REPORT ABUSE (HTTP://PUBLICDOMAINREGISTRY.COM/REPORT-ABUSE-2/)

Exhibit 8

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MICROSOFT CORP.,

Plaintiff,

v.

JOHN DOES 1-2, CONTROLLING COMPUTER BOTNETS AND THEREBY INJURING PLAINTIFF AND ITS CUSTOMERS,

Defendants.

Case No. 20-CV-1217 (LDH)

FILED UNDER SEAL

EX PARTE TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Plaintiff Microsoft Corporation ("Microsoft") has filed a complaint for injunctive and other relief pursuant to: (1) The Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Electronic Communications Privacy Act, 18 U.S.C. § 2701; (3) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.* (4) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (5) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); (6) common law trespass to chattels; (7) conversion; (8) unfair competition; and (9) unjust enrichment. Plaintiff has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All-Writs Act).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Microsoft's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Does ("Defendants") under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), CAN-SPAM Act (15 U.S.C. § 7704), and common law of trespass to chattels, unjust enrichment, conversion, and intentional interference with contractual relationships.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute common law of trespass to chattels, unjust enrichment, conversion, and intentional interference with contractual relationships, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks "Microsoft," "Windows," and numerous other trademarks used in connection with its services, software and products. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants' ongoing violations. The evidence set forth in Microsoft's Brief in Support of *Ex Parte* Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction ("TRO Application"), and the accompanying declarations and exhibits, demonstrates that Microsoft is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

a. intentionally accessing and sending malicious software, code, and instructions to the protected computers, operating systems, and computer networks of Microsoft and the customers of Microsoft, without authorization or exceeding authorization, in order to

i. install on those computers and computer networks malicious code and thereby gain control over those computers and computer networks in order to make them part of a botnet;

ii. attack and compromise the security of those computers and computer networks by conducting remote reconnaissance, stealing authentication credentials, monitoring the activities of users, and using other instrumentalities of theft;

iii. steal and exfiltrate information from those computers and computer networks;

b. deploying computers and Internet domains to establish a command and control infrastructure by which means Defendants conduct illegal activities, including (i) installing malicious code on computers and computer networks in order to make them part of a botnet, (ii) sending unsolicited spam e-mail to Microsoft's email services, (iii) sending unsolicited spam e-mail that falsely indicates that they are from or approved by Microsoft, (iv) delivering malicious software designed to steal financial account credentials, (v) delivering malicious "ransomware" software designed to lock access to computers and demand a ransom from victims, (vi) carrying out fraudulent schemes, (vii) monitoring the activities of users and stealing information from them, and (viii) attacking computers and networks, monitoring activities of users, and theft of information;

c. corrupting Microsoft's operating system and applications on victims' computers and networks, thereby using them to carry out the foregoing activities.

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft's customers, and the public. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

5. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in **Appendices A** and **B** to this Order and from the destruction or concealment of other discoverable evidence of Defendants'

misconduct available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

a. Defendants are engaged in activities that directly violate United States law and harm Microsoft and the public, including Microsoft's customers;

b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;

c. Defendants are likely to delete or to relocate the command and control software at issue in Microsoft's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendices A** and **B** to this Order, thereby permitting them to continue their illegal acts; and

d. Defendants are likely to warn their associates engaged in such activities if informed of Microsoft's action.

6. Microsoft's request for this emergency *ex parte* relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion.

7. There is good cause to believe that Defendants have engaged or will engage in illegal activity using the Internet domains identified in **Appendices A** and **B** to this Order to host the command and control software and content used to infect and compromise the computers and networks of Microsoft's customers to maintain and operate the botnet. There is good cause to believe that to immediately halt the injury caused by Defendants, the domain set forth in **Appendix A** to this Order must be immediately transferred to the control of Microsoft

and redirected to the Microsoft-secured name-servers named NS080A.microsoftinternetsafety.net and NS080B.microsoftinternetsafety.net, thus making them inaccessible to Defendants for command and control purposes. There is good cause to believe that to immediately halt the injury caused by Defendants, each of the Defendants' prospective domains set forth in **Appendix B** to this Order must be prevented from being registered by Defendants and prevented from entering the zone file, thus making them inaccessible to Defendants for command and control purposes.

8. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Microsoft's services without authorization and prohibited from sending malicious code, content and commands using the Internet domains identified in **Appendices A** and **B** to this Order to the computers of Microsoft's customers.

9. There is good cause to direct that third-party Internet registrars reasonably assist in the implementation of the Order and refrain from frustrating the implementation and purposes of this Order, pursuant to 28 U.S.C. § 1651(a) (the All Writs Act).

10. There is good cause to believe that Defendants have specifically directed their activities to computers of Microsoft's customers located in New York and the Eastern District of New York, have engaged in illegal activity using the Internet domains identified in **Appendices A** and **B** to this Order by using those domains to carry out the illegal conduct described in this Order, and to injure Microsoft, Microsoft's customers and the public. There is good cause to believe that Defendants have directed malicious code and content through the domains and the domain registration facilities of the domain registries identified in **Appendices A** and **B** to this Order.

11. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Microsoft and by the domain registries identified in **Appendices A** and **B** to this Order on such particular date and time within seven (7) days of this Order as may be reasonably requested by Microsoft.

12. There is good cause to believe that if Defendants are provided advance notice of Microsoft's TRO Application or this Order, they would move the botnet infrastructure, allowing them to continue their misconduct, and would destroy, move, hide, conceal, or otherwise make inaccessible to the Court evidence of their misconduct, the botnet's activity, the infringing materials, the instrumentalities used to make the infringing materials, and the records evidencing the manufacture and distributing of the infringing materials.

13. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service, when undertaken in combination, are authorized by law, satisfy Due Process, satisfy Fed. R. Civ. P. 4(f)(3), and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies, and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

14. There is good cause to believe that the harm to Microsoft of denying the relief requested in the TRO Application outweighs any harm to any legitimate interests of Defendants and that there is no undue burden to any third party.

TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE

IT IS THEREFORE ORDERED as follows

A. Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing and sending malicious software or code to Microsoft and the protected computers and operating systems of Microsoft and Microsoft's customers, without or in excess of authorization, in order to infect those computers and make them part of the botnet; (2) sending malicious software to configure, deploy and operate a botnet, (3) sending unsolicited spam e-mail to Microsoft's email services, (4) sending unsolicited spam e-mail that falsely indicates that they are from or approved by Microsoft, (5) attacking and compromising the security of the computers and networks of Microsoft and its customers, (6) stealing and exfiltrating information from computers and computer networks, (7) delivering malicious software designed to steal financial account credentials, (8) delivering malicious "ransomware" software designed to lock access to computers and demand a ransom from victims, (9) carrying out fraudulent schemes, (10) monitoring the activities of Microsoft's customers and stealing information from them, (11) attacking computers and networks, monitoring activities of users, and theft of information, (12) corrupting Microsoft's operating system and applications on victims' computers and networks, thereby using them to carry out the foregoing activities, (13) misappropriating that which rightfully belongs to Microsoft, its customers or in which Microsoft or its customers have a proprietary interest, (14) configuring, deploying, operating, or otherwise participating in or

facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in **Appendices A** and **B** to this Order and through any other component or element of the command and control infrastructure at any location, and (15) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, or the public.

B. Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and enjoined from (1) using and infringing Microsoft's trademarks, including specifically Microsoft's registered trademarks "Microsoft," bearing registration number 5449084, "Windows," bearing registration number 2463526, and/or other trademarks, trade names, service marks, or Internet Domain addresses or names containing or infringing such trademarks, trade names or service marks; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants' or of their activities, whether by symbols, words, designs or statements, which would damage or injure Microsoft or give Defendants an unfair competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Microsoft, or passing off Defendants' activities, products or services as Microsoft's.

IT IS FURTHER ORDERED that, with respect to any currently or previously registered Internet domain(s) set forth in **Appendix A** (the "Domains") to this Order and the Complaint, pursuant to the All Writs Act (28 U.S.C. § 1651), the domain registries shall take the following actions:

A. On such particular date and time within seven (7) days of this Order as may be reasonably requested by Microsoft, shall unlock and change the registrar of record for the Domains to MarkMonitor or such other registrar specified by Microsoft. To the extent the registrar of record does not assist in changing the registrar of record for the Domains under its control, the domain registry for the Domains, or its administrators, including backend registry operators or administrators, shall change, or assist in changing, the registrar of record for the Domains to MarkMonitor or such other registrar specified by Microsoft. The purpose of this paragraph is to ensure that Microsoft has control over the hosting and administration of the Domains in its registrar account at MarkMonitor or such other registrar specified by Microsoft. Microsoft shall provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. Once the registrar of record is changed to MarkMonitor or such other registrar specified by Microsoft, Microsoft and/or such registrar shall take the following steps:

1. The Domains shall be made active and shall resolve in the manner set forth in this order, or as otherwise specified by Microsoft, upon taking control of the Domains;
2. The Domains shall be redirected to secure servers by changing the authoritative name servers to NS080A.microsoftinternetsafety.net and NS080B.microsoftinternetsafety.net and, as may be necessary, the IP addresses associated with name servers or taking other reasonable steps to work with Microsoft to ensure the redirection of the Domains and to ensure that Defendants cannot use it to make unauthorized access to computers, infect computers, compromise computers and computer

networks, monitor the owners and users of computers and computer networks, steal information from them or engage in any other activities prohibited by the Injunction;

3. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Microsoft:

Domain Administrator
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
United States
Phone: +1.4258828080
Facsimile: +1.4259367329
domains@microsoft.com

4. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Microsoft;

5. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

IT IS FURTHER ORDERED that, with respect to the discrete set of dynamically generated domains set forth at **Appendix B** to this Order, that are being generated and will be generated by the botnet code for a period of 25 months from the date of this order, pursuant to stipulation and pursuant to the All Writs Act (28 U.S.C. § 1651), the domain registries shall take the following actions:

A. The domain registry and service providers Neustar, Inc., Afilias USA, Inc., Public Interest Registry and ICM Registry LLC, identified in Appendix B to this Order, shall take reasonable steps to prevent such domains from entering the zone file, consistent with its

operational capabilities in order to prevent the domains from being controlled by the Defendants or third parties. Means of compliance with this term shall include implementation of proprietary systems by Neustar, Inc., Afilias USA, Inc., Public Interest Registry and ICM Registry LLC that seek to automatically prevent registration of domains, or pre-registering such domains in an Afilias USA, Inc. "house account," or other means reasonably calculated to prevent registration of the dynamically generated domains by Defendants or any third party. "Dynamically generated domains" shall mean the discrete list of domains automatically generated by the botnet software running on test machines in a laboratory environment and which is not subject to discretion. Nothing in the foregoing shall prevent registration or activation of the domains by Microsoft or its security industry partners Stichting Registrar of Last Resort Foundation and The Shadowserver Foundation for purposes of analysis of the botnet.

B. The domain registry and service provider Verisign, Inc., identified in Appendix B to this order, shall take reasonable measures, at the registry's discretion, to cause the dynamically generated domains in Appendix B to be unresolvable. "Dynamically generated domains" shall mean the discrete list of domains automatically generated by the botnet software running on test machines in a laboratory environment and which is not subject to discretion. Nothing in the foregoing shall prevent registration or activation of the domains by Microsoft or its security industry partners Stichting Registrar of Last Resort Foundation and The Shadowserver Foundation for purposes of analysis of the botnet.

C. The foregoing domain registries shall treat any domain names set forth in Appendix B that have been registered as if they are included in Appendix A unless otherwise instructed by Microsoft or its delegates.

IT IS FURTHER ORDERED that the data centers, hosting providers and domain

registries identified in this Order shall work with Microsoft in good faith to implement this Order. Microsoft is directed to serve a copy of this Order upon Defendants, the data centers and hosting providers and domain registries identified in this Order.

IT IS FURTHER ORDERED that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served upon the Defendants by any means authorized by law, including the combination of (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and/or hosting companies and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on March 17, 2020 at 11:30 a.m. to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

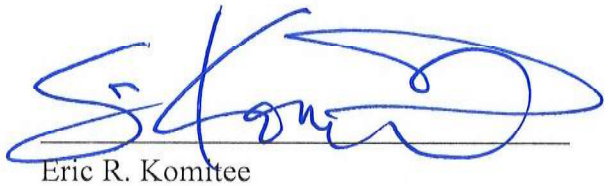
IT IS FURTHER ORDERED that Microsoft shall post bond in the amount of $50,000 to be paid into the Court registry.

IT IS FURTHER ORDERED that Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than one (1) day prior to the hearing on

Microsoft's request for a preliminary injunction.

IT IS SO ORDERED

Entered this 5th day of March, 2020



Eric R. Komitee
UNITED STATES DISTRICT JUDGE

Exhibit 9

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

MICROSOFT CORPORATION, a Washington corporation, Plaintiff, v. JOHN DOES 1-2 CONTROLLING A COMPUTER NETWORK THEREBY INJURING PLAINTIFF AND ITS CUSTOMERS, Defendants.	Civil Action No: 1:20CV730 **FILED UNDER SEAL PURSUANT TO LOCAL CIVIL RULE 5**

***EX PARTE* TEMPORARY RESTRAINING ORDER AND**
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Plaintiff Microsoft Corporation ("Microsoft") has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act (18 U.S.C. § 1030); (2) the Lanham Act (15 U.S.C. §§ 1114(a)(1), 1125(a), (c)); and (3) the common law of trespass to chattels, conversion and unjust enrichment. Microsoft has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All-Writs Act).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Microsoft's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 ("Defendants") under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Lanham Act (15 U.S.C. §§ 1114, 1125), and the common law of trespass to chattels, conversion and unjust enrichment.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030) and the Lanham Act (15 U.S.C. §§ 1114, 1125), and constitute trespass to chattels, conversion and unjust enrichment, and that Microsoft is, therefore, likely to prevail on the merits of this action;

3. Microsoft owns the registered trademarks Microsoft, Microsoft corporate logo, OneDrive, SharePoint and Office 365 and numerous other trademarks used in connection with its services, software and products. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants' ongoing violations. The evidence set forth in Microsoft's Brief in Support of *Ex Parte* Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction ("TRO Application"), and the accompanying declarations and exhibits, demonstrates that Microsoft is likely to prevail on its claim that Defendants have engaged and are likely to engage in violations of the foregoing law by:

   a. intentionally accessing protected computers and sending malicious Web Apps to protected computers and computer networks of Microsoft, and to the online accounts of Microsoft's customers, without authorization or exceeding authorization, and/or attempting the activities, in order to:

      i. steal and exfiltrate information from those computers, online accounts, and computer networks;

      ii. attack and compromise the security of Microsoft's protected computers

and networks, and the online accounts of Microsoft's customers, by conducting remote reconnaissance, stealing authentication tokens and credentials, monitoring the activities of users, and using other instrumentalities of theft; and

iii. defraud Microsoft's customers.

b. deploying computers, internet domains and IP addresses by which means Defendants conduct and/or attempt to conduct illegal activities, including attacks on computers, online accounts, and networks, monitoring activities of users, theft of information stored in online accounts and defrauding Microsoft's customers;

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to Microsoft, Microsoft's customers, and the public. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

5. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of evidence of Defendants' misconduct that is hosted at and otherwise operates through the internet domains listed in Appendix A to this Order, if Defendants receive advance notice of this action. Based on the evidence cited in Microsoft's TRO Application and accompanying declarations and exhibits, Microsoft is likely to be able to prove that:

a. Defendants are engaged in activities that directly violate United States law and harm Microsoft and the public, including Microsoft's customers;

b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;

c. Defendants are likely to delete or to relocate the technical infrastructure at issue in Microsoft's TRO Application and listed in Appendix A, thereby permitting them to continue their illegal acts; and

d. Defendants are likely to warn their associates engaged in such activities if informed of Microsoft's action.

6. Microsoft's request for this emergency *ex parte* relief is not the result of any lack of diligence on Microsoft's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Microsoft is relieved of the duty to provide Defendants with prior notice of Microsoft's motion.

7. There is good cause to believe that Defendants have specifically directed their activities at Microsoft's customers located in Virginia and the Eastern District of Virginia, have engaged in illegal activity using the internet domains identified in Appendix A by using those domains to deceive users of Microsoft's products and services and by directing and/or attempting to direct Web Apps software, code, commands and content to protected computers and networks of Microsoft and to the online accounts of Microsoft's customers for the purpose of perpetuating illegal conduct and causing damage to Microsoft. There is good cause to believe that Defendants have directed said Web Apps software, code, commands and content through certain instrumentalities – specifically the internet domains and the internet domain registration facilities of the domain registries identified in Appendix A.

8. There is good cause to believe that Defendants have engaged in illegal activity by using the internet domain registration facilities of the internet domain registries identified in Appendix A to register the internet domains identified in Appendix A, so as to deceive Microsoft's customers to attempt to steal authentication tokens and credentials for their Microsoft online accounts, and to deliver and/or attempt to deliver from those domains the malicious Web Apps software, code, commands and content that Defendants use to attempt to access Microsoft's services without authorization and to attempt to obtain information stolen

from those accounts and computers.

9. There is good cause to believe that Defendants have engaged in illegal activity by using deceptive and fraudulent methods to attempt to steal computer users' account authentication tokens and credentials and to attempt to use such tokens and credentials for illegal purposes, including unlawful access of online accounts.

10. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Microsoft's services without authorization and prohibited from sending Web Apps software, code, commands and content from the internet domains identified in Appendix A to the protected computers and networks of Microsoft and to the online accounts of Microsoft's customers.

11. There is good cause to believe that Defendants have engaged in illegal activity using the internet domains identified in Appendix A to attempt to compromise accounts of Microsoft's customers and to attempt to steal information from them. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' domains set forth in Appendix A must be immediately transferred beyond the control of Defendants, thus making them inaccessible to Defendants.

12. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Microsoft and by the domain registries and the internet hosting companies identified in Appendix A on such date and time within five (5) days of this Order as may be reasonably requested by Microsoft.

13. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of

service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE

IT IS THEREFORE ORDERED that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing protected computers and sending malicious Web Apps software, code, commands and content to the protected computers and computer networks of Microsoft and to the online accounts of customers of Microsoft, without authorization or exceeding authorization; (2) stealing and exfiltrating information from the foregoing computers, computer networks and online accounts; (3) attacking and compromising the security of the foregoing computers, computer networks and online accounts by conducting remote reconnaissance, stealing authentication tokens and credentials, monitoring the activities of users, and using other instrumentalities of theft; (4) defrauding Microsoft's customers, (5) deploying computers, internet domains and IP addresses to conduct illegal activities, including attacks on computers and networks, monitoring activities of users, and theft of information stored in online

accounts; (6) using deceptive and fraudulent methods to attempt to steal computer users' authentication tokens and online account credentials and to attempt to use such tokens and credentials for illegal purposes; (6) accessing Microsoft's services without authorization and sending malicious Web Apps software, code, commands and content from the internet domains identified in Appendix A to the computers and computer networks of Microsoft and to the online accounts of Microsoft's customers; (7) using the internet domains identified in Appendix A to attempt to compromise accounts of Microsoft's customers and to attempt to steal information from them; (8) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in the TRO Application, including but not limited to the software operating through the internet domains set forth in Appendix A and through any other component or element of the Defendants' illegal infrastructure at any location; (9) stealing information from Microsoft's customers; (10) misappropriating that which rightfully belongs to Microsoft, its customers, or in which Microsoft or its customers have a proprietary interest; or (11) undertaking any similar activity that inflicts harm on Microsoft, Microsoft's customers, or the public.

IT IS FURTHER ORDERED that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and enjoined from (1) using and infringing Microsoft's trademarks, including specifically Microsoft's registered trademarks Microsoft, Microsoft corporate logo, OneDrive, SharePoint and Office 365 and/or other trademarks, trade names, and/or service marks; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Microsoft or give Defendants an unfair

competitive advantage or result in deception of consumers; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Microsoft, or passing off Defendants' activities, products or services as Microsoft's.

IT IS FURTHER ORDERED that, with respect to any currently registered internet domains set forth in Appendix A to this Order, the domain registries located in the United States shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. To the extent the registrar of record does not assist in changing the registrar of record for the domain under its control, the domain registry for the domain, or its administrators, including backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domain to MarkMonitor or such other registrar specified by Microsoft. The purpose of this paragraph is to ensure that Microsoft has control over the hosting and administration of the domain in its registrar account at MarkMonitor or such other registrar specified by Microsoft. Microsoft shall provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Microsoft:

Domain Administrator
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052

United States
Phone: +1.4258828080
Facsimile: +1.4259367329
domains@microsoft.com

C. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Microsoft;

D. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

E. With regard to any domain registries or registrars located outside of the United States, the Court respectfully requests, but does not order, that they take the same or substantially similar actions as the foregoing so as to neutralize the threat posed by the Defendants to the citizens of all countries, including their own. Defendants, their representatives and persons who are in active concert or participation with them are ordered to consent to whatever actions are necessary for non-United States registries, registrars and registrants or hosts, set forth in Appendix A, to effectuate this request.

IT IS FURTHER ORDERED that, with respect to the internet domains set forth in Appendix A, the domain registrars located in the United States shall preserve, retain and produce to Microsoft all documents and information sufficient to identify and contact Defendants and Defendants' representatives operating or controlling the internet domains set forth in Appendix A, including any and all individual or entity names, mailing addresses, e-mail addresses, facsimile numbers and telephone numbers or similar contact information, including but not limited to such contact information reflected in billing, usage, access and contact records and all records, documents and logs associated with Defendants' or Defendants' representatives' use of or access to the internet domains.

IT IS FURTHER ORDERED that copies of this Order, notice of the Preliminary

Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' internet domain registrars and/or hosting companies and as agreed to by Defendants in the internet domain registration and/or hosting agreements, (2) publishing notice on a publicly available internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on July 10, 2020 at 10:00 am by telephone to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

IT IS FURTHER ORDERED that Microsoft shall post a surety bond in the amount of $50,000 to be paid into the Court registry.

IT IS FURTHER ORDERED that Defendants shall file with the Court and serve on Microsoft's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than one (1) day prior to the hearing on Microsoft's request for a preliminary injunction.

IT IS SO ORDERED

Entered this 1st day of ~~June~~ July, 2020

/s/
Liam O'Grady
United States District Judge

UNITED STATES DISTRICT JUDGE

Exhibit 10

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

SOPHOS LIMITED, a United Kingdom limited company, and SOPHOS INC., a Massachusetts corporation, Plaintiffs, v. JOHN DOES 1-2, Defendants.	Civil Action No: 1:20cv502 **FILED UNDER SEAL PURSUANT TO LOCAL RULE 5**

***EX PARTE* TEMPORARY RESTRAINING ORDER AND**
ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Plaintiffs Sophos Limited and Sophos Inc. (collectively, "Sophos") have filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Trademark Infringement under the Lanham Act, 15 U.S.C. § 1114 *et seq.*; (3) False Designation of Origin under the Lanham Act, 15 U.S.C. § 1125(a); (4) Trademark Dilution under the Lanham Act, 15 U.S.C. § 1125(c); and (5) Unjust Enrichment. Sophos has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) (the Lanham Act), and 28 U.S.C. § 1651(a) (the All Writs Act).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of Sophos's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact

and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 ("Defendants") under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)), and common law of unjust enrichment.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Lanham Act (15 U.S.C. §§ 1114, 1125), the Anticybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)) and constitute common law unjust enrichment, and that Sophos is, therefore, likely to prevail on the merits of this action;

3. Sophos owns the registered trademark "Sophos" used in connection with its services, software and products. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants' ongoing violations. The evidence set forth in Sophos's Brief in Support of *Ex Parte* Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction ("TRO Application"), and the accompanying declarations and exhibits, demonstrates that Sophos is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

   a. intentionally accessing and sending malicious software, code, and instructions to the protected computers and operating systems of Sophos, without authorization or exceeding authorization, in order to

      i. infect those computers and operating systems with malicious code and thereby attempt to gain control over those computers and operating systems;

ii. attack the security of those computers by conducting remote reconnaissance, and attempting to access information on those computers, without authorization;

b. deploying computers and Internet domains to establish a command and control infrastructure by which means Defendants conduct the foregoing illegal activities;

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to Sophos. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

5. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in **Appendix A** to this Order and from the destruction or concealment of other discoverable evidence of Defendants' misconduct available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in Sophos's TRO Application and accompanying declarations and exhibits, Sophos is likely to be able to prove that:

a. Defendants are engaged in activities that directly violate United States law and harm Sophos;

b. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;

c. Defendants are likely to delete or to relocate the command and control software at issue in Sophos's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendix A** to this Order, thereby permitting them to continue their illegal acts; and

d. Defendants are likely to warn their associates engaged in such activities if informed of Sophos's action.

6. Sophos's request for this emergency *ex parte* relief is not the result of any lack of

diligence on Sophos's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b), 15 U.S.C. § 1116(a) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and accordingly, Sophos is relieved of the duty to provide Defendants with prior notice of Sophos's motion.

7. There is good cause to believe that Defendants have specifically directed their activities to Sophos's firewall devices located in Virginia, including in the vicinity of Alexandria, Virginia, and the Eastern District of Virginia, have engaged in illegal activity using the Internet domains identified in **Appendix A** to this Order by using those domains to direct malicious code to Sophos's firewall devices to further perpetrate their illegal conduct. There is good cause to believe that Defendants have directed said malicious code and content through certain instrumentalities—specifically the domains and the domain registration facilities of the domain registries identified in **Appendix A** to this Order.

8. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing Sophos's firewall devices without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in **Appendix A** to this Order to Sophos's firewall devices.

9. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in **Appendix A** to this Order to host the command and control software used to deliver malicious software to Sophos's firewall devices. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in **Appendix A** to this Order must be immediately transferred to the control of Sophos, thus making them inaccessible to Defendants for command

and control purposes.

10. There is good cause to believe that to immediately halt the injury, the execution of this Order should be carried out in a coordinated manner by Sophos and by the domain registries identified in **Appendix A** to this Order on such date and time within five (5) days of this Order as may be reasonably requested by Sophos.

11. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that Sophos may identify and update the domains listed in **Appendix A** to this Order as may be reasonably necessary to account for additional Internet domains associated with Defendants just prior to the execution of this Order and within a reasonable time thereafter should Defendants attempt to evade and defy this Order.

12. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and/or (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE

IT IS THEREFORE ORDERED that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing and sending malicious software or code to Sophos's protected computers, including its firewall devices, or the computers or networks of any other party, without authorization; (2) intentionally attacking and compromising computers of Sophos, including its firewall devices, or the computers or networks of any other party, to access computing resources and information on those devices, or for any other illegal purpose; (3) configuring, deploying, operating, or otherwise participating in or facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in **Appendix A** to this Order and through any other component or element of the command and control infrastructure at any location; (4) stealing information from Sophos or any other party, including through the foregoing activities; (5) misappropriating that which rightfully belongs to Sophos or any other party, or in which Sophos or any other party has a proprietary interest, including through the foregoing activities; (6) downloading or offering to download additional malicious software onto Sophos's firewalls or the computer of any other party; or (7) undertaking any similar activity that inflicts harm on Sophos, any other party or the public.

IT IS FURTHER ORDERED that, Defendants, Defendants' representatives, and persons who are in active concert or participation with Defendants are temporarily restrained and enjoined from (1) using and infringing Sophos's trademark, including specifically Sophos's registered trademark "Sophos" and/or other trademarks, trade names, service marks, or Internet Domain addresses or names containing or infringing such trademarks, trade names or service

marks; (2) using in connection with Defendants' activities, products, or services any false or deceptive designation, representation or description of Defendants or of their activities, whether by symbols, words, designs or statements, which would damage or injure Sophos or give Defendants an unfair competitive advantage or result in deception in Sophos's markets and channels of trade; or (3) acting in any other manner which suggests in any way that Defendants' activities, products or services come from or are somehow sponsored by or affiliated with Sophos, or passing off Defendants' activities, products or services as Sophos's.

IT IS FURTHER ORDERED that, with respect to any currently registered Internet domains set forth in **Appendix A** to this Order, the domain registries set forth in Appendix A shall take the following actions:

A. Within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the domains to Lexsynergy Ltd. or such other registrar specified by Sophos. To the extent the registrar of record does not assist in changing the registrar of record for the domains under its control, the domain registry for the domains, or its administrators, including backend registry operators or administrators, within five (5) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domains to Lexsynergy Ltd. or such other registrar specified by Sophos. The purpose of this paragraph is to ensure that Sophos has control over the hosting and administration of the domains in its registrar account at Lexsynergy Ltd. or such other registrar specified by Sophos. Sophos shall provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by Sophos:

Domain Administrator
Sophos Ltd.
The Pentagon, Abingdon Science Park
Abingdon OX14 3YP
United Kingdom
registrar@sophos.com

C. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than Sophos;

D. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrars.

IT IS FURTHER ORDERED that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrars and/or hosting companies and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on May 12, 2020 at 2:00 PM by teleconference to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final

ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

IT IS FURTHER ORDERED that Sophos shall post bond in the amount of $10,000 to be paid into the Court registry.

IT IS FURTHER ORDERED that Sophos may identify and update the domains in **Appendix A** to this Order and the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants' illegal conduct just prior to or within a reasonable time after the execution of this Order.

IT IS FURTHER ORDERED that Defendants shall file with the Court and serve on Sophos's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later than one (1) day prior to the hearing on Sophos's request for a preliminary injunction.

IT IS SO ORDERED

Entered this 1st day of May, 2020
2:28pm

/s/
Liam O'Grady
United States District Judge
UNITED STATES DISTRICT JUDGE

Exhibit 11

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

DXC TECHNOLOGY COMPANY, a Nevada corporation, Plaintiff, v. JOHN DOES 1-2, Defendants.	Civil Action No: 1:20-cv-00814-RDA-MSN *SEALED* **FILED UNDER SEAL PURSUANT TO LOCAL RULE 5**

[PROPOSED] *EX PARTE* TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Plaintiff DXC Technology Company has filed a complaint for injunctive and other relief pursuant to: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) Electronic Communications Privacy Act, 18 U.S.C. § 2701(a); and (3) the common law of trespass to chattels, conversion, and unjust enrichment. DXC has moved *ex parte* for an emergency temporary restraining order and an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65(b) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1651(a) (the All Writs Act).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having reviewed the papers, declarations, exhibits, and memorandum filed in support of DXC's *Ex Parte* Application for an Emergency Temporary Restraining Order and Order to Show Cause re Preliminary Injunction, the Court hereby makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto; the Complaint states a claim upon which relief may be granted against Defendants John Doe 1 and 2 ("Defendants") under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), and common law of trespass to chattels, conversion, and unjust enrichment.

2. There is good cause to believe that Defendants have engaged in and are likely to engage in acts or practices that violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act (18 U.S.C. § 2701), and constitute common law of trespass to chattels, conversion, and unjust enrichment, and that DXC is, therefore, likely to prevail on the merits of this action.

3. DXC has been the target of directed malicious acts intended to disrupt DXC's services, infiltrate DXC systems, and infect DXC's and its customers' systems with malicious ransomware software and exfiltrate information, including credentials. There is good cause to believe that, unless Defendants are restrained and enjoined by Order of this Court, immediate and irreparable harm will result from the Defendants' ongoing violations. The evidence set forth in DXC's Brief in Support of *Ex Parte* Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction ("TRO Application"), and the accompanying declarations and exhibits, demonstrates that DXC is likely to prevail on its claim that Defendants have engaged in violations of the foregoing law by:

   a. intentionally accessing and sending malicious software, code, and instructions to the protected computers and operating systems of DXC, without authorization or exceeding authorization, in order to

      i. infect those computers and operating systems with malicious code and thereby attempt to gain control over those computers and operating systems;

      ii. attack the security of those computers by conducting remote

reconnaissance, and attempting to access information on those computers, without authorization;

4. There is good cause to believe that if such conduct continues, irreparable harm will occur to DXC. There is good cause to believe that the Defendants will continue to engage in such unlawful actions if not immediately restrained from doing so by Order of this Court.

5. There is good cause to believe that immediate and irreparable damage to this Court's ability to grant effective final relief will result from the sale, transfer, or other disposition or concealment by Defendants of command and control software that is hosted at and otherwise operates through the Internet domains listed in **Appendix A** to this Order and from the destruction or concealment of other discoverable evidence of Defendants' misconduct available via those domains, including on user computers infected by Defendants, if Defendants receive advance notice of this action. Based on the evidence cited in DXC's TRO Application and accompanying declarations and exhibits, DXC is likely to be able to prove that:

b. Defendants are engaged in activities that directly violate United States law and harm DXC;

c. Defendants have continued their unlawful conduct despite the clear injury to the foregoing interests;

d. Defendants are likely to delete or to relocate the command and control software at issue in DXC's TRO Application and the harmful and malicious software disseminated through the Internet domains listed in **Appendix A** to this Order, thereby permitting them to continue their illegal acts; and

e. Defendants are likely to warn their associates engaged in such activities if informed of DXC's action.

6. DXC's request for this emergency *ex parte* relief is not the result of any lack of diligence on DXC's part, but instead based upon the nature of Defendants' unlawful conduct. Therefore, in accordance with Fed. R. Civ. P. 65(b) and 28 U.S.C. § 1651(a), good cause and the interest of justice require that this Order be Granted without prior notice to Defendants, and

accordingly, DXC is relieved of the duty to provide Defendants with prior notice of DXC's motion.

7. There is good cause to believe that Defendants have specifically directed their activities to DXC's computers and networks devices located in Virginia, including in the vicinity of Alexandria, Virginia, and the Eastern District of Virginia, have engaged in illegal activity using the Internet domains identified in **Appendix A** to this Order by using those domains to direct malicious code to DXC's computers and networks devices to further perpetrate their illegal conduct. There is good cause to believe that Defendants have directed said malicious code and content through certain instrumentalities—specifically the domains and the domain registration facilities of the domain registries identified in **Appendix A** to this Order.

8. There is good cause to believe that to immediately halt the injury caused by Defendants, Defendants must be prohibited from accessing DXC's computers and networks devices without authorization and prohibited from sending malicious code, content and commands from the Internet domains identified in **Appendix A** to this Order to DXC's computers and networks devices.

9. There is good cause to believe that Defendants have engaged in illegal activity using the Internet domains identified in Appendix A to this Order to host the command and control software used to deliver malicious software to DXC's computers and networks devices. There is good cause to believe that to immediately halt the injury caused by Defendants, each of Defendants' current and prospective domains set forth in **Appendix A** to this Order must be immediately transferred to the control of DXC, thus making them inaccessible to Defendants for command and control purposes.

10. There is good cause to believe that to immediately halt the injury, the execution of

this Order should be carried out in a coordinated manner by DXC and by the domain registries identified in **Appendix A** to this Order on such date and time within five (5) days of this Order as may be reasonably requested by DXC.

11. There is good cause to believe that Defendants may change the Internet domains that they use to conduct illegal activities, and that DXC may identify and update the domains listed in **Appendix A** to this Order as may be reasonably necessary to account for additional Internet domains associated with Defendants just prior to the execution of this Order and within a reasonable time thereafter should Defendants attempt to evade and defy this Order.

12. There is good cause to permit notice of the instant Order, notice of the Preliminary Injunction hearing and service of the Complaint by formal and alternative means, given the exigency of the circumstances and the need for prompt relief. The following means of service are authorized by law, satisfy Due Process, and satisfy Fed. R. Civ. P. 4(f)(3) and are reasonably calculated to notify Defendants of the instant order, the Preliminary Injunction hearing and of this action: (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrar and registries and hosting companies and as agreed to by Defendants in Defendants' domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and/or (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE

IT IS THEREFORE ORDERED that, Defendants, Defendants' representatives, and

persons who are in active concert or participation with Defendants, are temporarily restrained and enjoined from: (1) intentionally accessing and sending malicious software or code to DXC's protected computers, including its computers and networks devices, or the computers or networks of any other party, without authorization; (2) intentionally attacking and compromising computers or networks of DXC or the computers or networks of any other party, to access computing resources and information on those devices, or for any other illegal purpose; (3) configuring, deploying, operating, or otherwise participating in or facilitating a command and control infrastructure described in the TRO Application, including but not limited to the command and control software hosted at and operating through the Internet domains set forth in **Appendix A** to this Order and through any other component or element of the command and control infrastructure at any location; (4) stealing or exfiltrating information from DXC or any other party, including through the foregoing activities; (5) delivering malicious software designed to steal account credentials, (6) delivering malicious "ransomware" software designed to lock access to computers and demand a ransom from victims, (7) carrying out fraudulent schemes, (8) misappropriating that which rightfully belongs to DXC or any other party, or in which DXC or any other party has a proprietary interest, including through the foregoing activities; (9) downloading or offering to download additional malicious software onto DXC's computers and networks or the computer of any other party; (10) monitoring the activities of DXC's customers and stealing information from them, (11) attacking computers and networks, monitoring activities of users, and theft of information or (12) undertaking any similar activity that inflicts harm on DXC, any other party or the public.

IT IS FURTHER ORDERED that, with respect to any currently registered Internet domains set forth in **Appendix A** to this Order, the domain registrar and registries set forth in

Appendix A shall take the following actions:

A. Within two (2) business days of receipt of this Order, and as soon as is possible, shall unlock and change the registrar of record for the domains to MarkMonitor or such other registrar specified by DXC. To the extent the registrar of record does not assist in changing the registrar of record for the domains under its control, the domain registry for the domains, or its subsidiaries, within two (2) business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the domains MarkMonitor or such other registrar specified by DXC. The purpose of this paragraph is to ensure that DXC has control over the hosting and administration of the domains in its registrar account at MarkMonitor or such other registrar specified by DXC. DXC shall provide to the domain registry or registrar of record any requested registrar information or account details necessary to effectuate the foregoing.

B. The WHOIS registrant, administrative, billing and technical contact and identifying information should be the following, or other information as may be specified by DXC:

Domain Administrator
DXC Technology Company
1775 Tysons Blvd
Tysons, Virginia 22102
United States
Webmaster@dxc.com

C. Prevent transfer, modification or deletion of the domain by Defendants and prevent transfer or control of the domain to the account of any party other than DXC;

D. Take all steps required to propagate to the foregoing changes through the Domain Name System ("DNS"), including domain registrar and registries.

IT IS FURTHER ORDERED that copies of this Order, notice of the Preliminary Injunction hearing and service of the Complaint may be served by any means

authorized by law, including (1) transmission by email, facsimile, mail and/or personal delivery to the contact information provided by Defendants to Defendants' domain registrar and registries and/or hosting companies and as agreed to by Defendants in the domain registration and/or hosting agreements, (2) publishing notice on a publicly available Internet website, (3) by personal delivery upon Defendants, to the extent Defendants provided accurate contact information in the U.S.; and (4) personal delivery through the Hague Convention on Service Abroad or similar treaties upon Defendants, to the extent Defendants provided accurate contact information in foreign countries that are signatories to such treaties.

IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 65(b) that the Defendants shall appear before this Court on **August 5, 2020 at 11:00 A.M.** to show cause, if there is any, why this Court should not enter a Preliminary Injunction, pending final ruling on the Complaint against Defendants, enjoining Defendants from the conduct temporarily restrained by the preceding provisions of this Order.

IT IS FURTHER ORDERED that DXC shall post bond in the amount of $ 50,000 to be paid into the Court registry.

IT IS FURTHER ORDERED that DXC may identify and update the domains in **Appendix A** to this Order and the Complaint as may be reasonably necessary to account for additional Internet domains associated with Defendants' illegal conduct just prior to or within a reasonable time after the execution of this Order.

It is FURTHER ORDERED that Defendants shall file with the Court and serve on DXC's counsel any answering affidavits, pleadings, motions, expert reports or declarations and/or legal memoranda no later the Friday prior to the hearing on DXC's request for preliminary injunction.

It is SO ORDERED.

Alexandria, Virginia
July 22, 2020 at 1:20 p.m.

/s/
Rossie D. Alston, Jr.
United States District Judge