F-Response Imager Manual

2.0.1.11

Provides a complete breakdown of leveraging the F-Response Imager to perform expert forensic image acquisitions.

Contents

Terminology	2
Physical Device	2
Virtual Device	2
Physical Image	2
Logical Image	2
Container	2
Supported Platforms	2
Overview	3
Using the F-Response Imager	4
Physical Image	4
Creating a Physical Image from the Console	4
Creating a Physical Image from Windows Explorer	7
Creating a Physical Image using COM Scripting	8
Logical Image	10
Creating a Logical Image from the Console	10
Creating a Logical Image from Windows Explorer	13
Creating a Logical Image using COM Scripting	14
Container	16
Creating a Container	16
Adding Files and Folders to a Container via the Console	17
Adding Files and Folders to a Container via Windows Explorer	18
Closing and Imaging a Container via the Console	19
Appendix A	21
Legal Notices	21
Trademarks	21
Statement of Rights	21
Disclaimer	21
Patents	21
Appendix B	22
Release History	22
Appendix C.	23
Master Software License Agreement	23

Terminology

The term "F-Response Imager" refers to the Windows graphical user interface application. The following terms are used throughout this manual. The definitions used in this manual are as follows:

Physical Device

Physical Device refers to the F-Response connected subject's remote physical disks and logical volumes presented as locally attached physical disks.

Virtual Device

Virtual devices refer to F-Response virtual connected resources which include DiscoveryShares $^{\text{m}}$, MemoryShares $^{\text{m}}$, and F-Response Connector Volumes $^{\text{m}}$.

Physical Image

Physical Image refers to an Expert Witness (EWF) formatted full device acquisition. Physical Images will include the allocated and unallocated content of the physical device. Physical images can only be performed against Physical Devices.

Logical Image

Logical Image refers to an Expert Witness (EWF) or Virtual Hard Disk (VHD) formatted file and folder acquisition of a virtual device.

Container

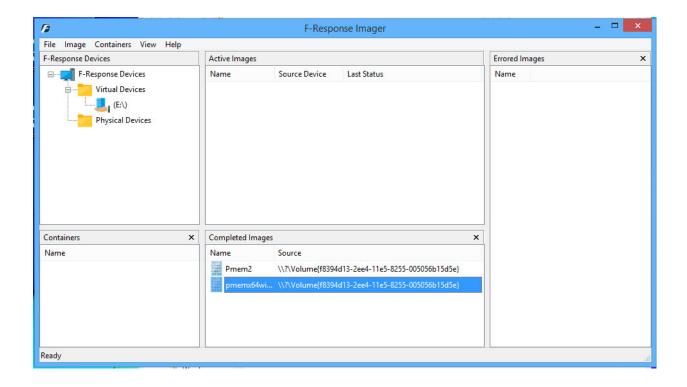
Container refers to a list of references of user identified files and folders from either physical or virtual devices added to a user created container. A container must be converted to a Expert Witness (EWF) or Virtual Hard Disk (VHD) formatted Image to actually acquire the files and folders added.

Supported Platforms

The F-Response Imager executables are designed to function properly on the following Microsoft Windows versions: 7, 2008, 2008r2, 8.1, 2012, and 10 (64-bit only).

Overview

The F-Response Imager is a patent pending F-Response Imaging product developed to provide simple, fast, and full operating system level integrated imaging for F-Response customers.

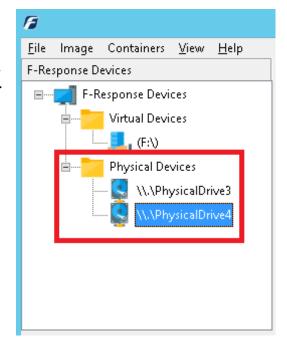


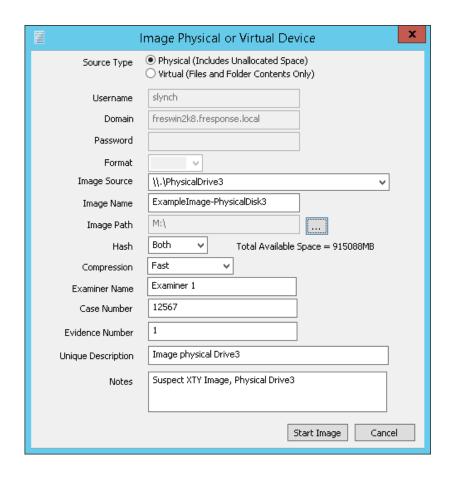
Using the F-Response Imager

Physical Image

Creating a Physical Image from the Console

The F-Response Imager provides the ability to make Physical Images of attached F-Response presented physical devices. Use the File->New Image... menu option or simply double click on an F-Response attached physical device to open a dialog for creating a new Physical Image.





Creating a Physical Image requires the following dialog items be completed.

Source Type

You must select Physical as your source type.

Image Source

You must select a valid F-Response drive from the list of available drives and volumes to be imaged.

Image Name

You must input a valid file name for the Image you will be creating.

Image Path

You must use the "..." button to locate a suitable location to save your image files to, image files may NOT be saved to network shares.

Hash

You must select a valid Hash: MD5, SHA1, or both.

Compression

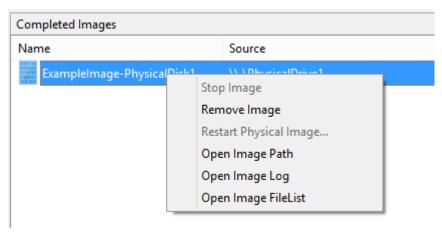
You have the option to enable compression of your image, where 'Fast' offers slight compression but fastest imaging speed, 'Normal' is the middle of the compression/speed scale, and 'High' offers the highest compression but slower imaging time. The default setting is 'None' if compression of the image is not needed.

All other fields are optional and will be saved for your user account and re-presented with each execution of the imager.



Active imaging operations will appear in the "Active Images" panel. The Last Status field will update as the image operation progresses.

If the image completes successfully it will be removed from the Active Images panel and will appear in the Completed Images panel. There are multiple options for a completed Image, including:



Remove Image

Removes the Image from the F-Response Imager. This does not delete the image or resultant log files, it only removes the Imager from the F-Response Imager console.

Open Image Path

Use this option to open Windows Explorer directly to the location of the newly created Image file(s).

Open Image Log

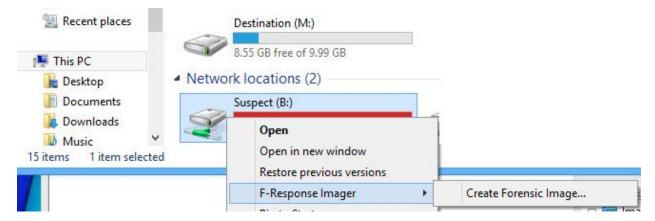
Use this option to open the Image ".log" file directly.

Open Image FileList

Use this option to open a listing of the files copied during the image (Logical and Container Images only).

Creating a Physical Image from Windows Explorer

The F-Response Imager provides the ability to make Physical Images of attached F-Response presented physical devices directly from Windows Explorer. This patent pending feature can be leveraged using the right click context menu from any F-Response presented fixed or removable disk in Windows Explorer.



Creating a Physical Image using COM Scripting

Physical Images of F-Response presented devices can be created directly from any scripting language that supports COM. Included below is a sample script for creating a Physical Image using Powershell.

```
# F-Response Imager Script for imaging a physical device
# Pre-requisites: F-Response Imager
# Author: M. Shannon
# usage, physical-imager-script.ps1 -sourcedevice <\\.\X: or \\.\PhysicalDriveX> -
destinationpath CESTINATIONPATH Ex. E:\> -imagename <IMAGENAME Ex. XYZImage>
# -examinername <EXAMINER Ex. "Joe Examiner"> -desc <DESCRIPTION Ex. "Some Image
Desc"> -casenum <CASENUM Ex. "Case123"> -evidencenum <EVIDENCENUMBER Ex.
"Evidence123"> -notes <NOTES Ex. "Some Notes">
# -hash <Md5=1, Sha1 = 2, Both = 3 Ex. 1> -compression <None = 0, Fast = 1, Normal =
6, High =9 Ex. 1>
Param(
      [parameter (Mandatory=$true)]$sourcedevice,
      [parameter(Mandatory=$true)]$destinationpath,
      [parameter (Mandatory=$true)]$imagename,
      [parameter (Mandatory=$true)]$examinername,
      [parameter (Mandatory=$true)]$desc,
      [parameter (Mandatory=$true)]$casenum,
      [parameter (Mandatory=$true)]$evidencenum,
      [parameter (Mandatory=$true)]$notes,
      [parameter(Mandatory=$true)]$hash,
      [parameter (Mandatory=$true)]$compression
Set-Variable Imaging 1
Set-Variable Complete 2
Set-Variable Error 5
#initialize the com library
$fresponseimager = New-Object -comObject frimagerserver.FRImager
#start the image
$ImageId =
$fresponseimager.CreatePhysicalImage($sourcedevice,$destinationpath,$imagename,$examin
$desc,$casenum,$evidencenum,$notes,$hash,$compression)
if($ImageId -eq 0){
     write "Error starting image, check the event logs for further information."
      [System.Runtime.Interopservices.Marshal]::ReleaseComObject($fresponseimager)
      Remove-Variable fresponseimager
     Exit(1)
$ImageState = $fresponseimager.ImageState($ImageId)
$ImageLastStatus = $fresponseimager.ImageLastStatus($ImageId)
write "Beginning Image..."
write $ImageLastStatus
do {
      Start-Sleep -sec 1
      $ImageLastStatusNew = $fresponseimager.ImageLastStatus($ImageId)
      if ($ImageLastStatusNew -ne $ImageLastStatus) {
            write $ImageLastStatusNew
            $ImageLastStatus = $ImageLastStatusNew
      }
```

```
$ImageState = $fresponseimager.ImageState($ImageId)
}while($ImageState -eq $Imaging)

if ($ImageState -eq $Complete) {
    write "Image Completed Successfully"
}

if ($ImageState -eq $Error) {
    write "Image Ended with Error"
}

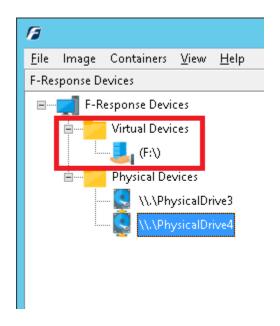
$fresponseimager.RemoveImage($ImageId)

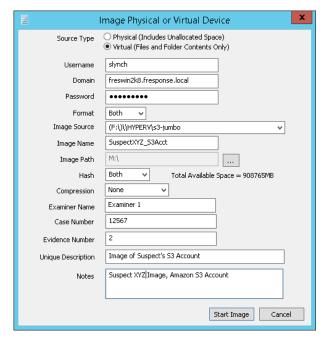
[System.Runtime.Interopservices.Marshal]::ReleaseComObject($fresponseimager)
Remove-Variable fresponseimager
```

Logical Image

Creating a Logical Image from the Console

The F-Response Imager provides the ability to make Logical Images of attached Virtual Devices (DiscoveryShares™, MemoryShares™, and F-Response Connector Volumes™). Use the File->New Image... menu option to open a dialog for creating a new Logical Image.





Creating a Logical Image requires the following dialog items be completed.

Source Type

You must select Logical as your source type.

Username, Domain, Password

As network shares and virtual devices exist only in the context of a user account, you must input your credentials when starting a logical image operation.

Format

You can create your image in Expert Witness format (E01), a Virtual Hard Disk (VHD), or both.

Image Source

You must select a valid network drive or virtual device from the list of available devices to be imaged.

Image Name

You must input a valid file name for the Image you will be creating.

Image Path

You must use the "..." button to locate a suitable location to save your image files to, image files may NOT be saved to network shares.

Hash

You must select a valid Hash: MD5, SHA1, or both.

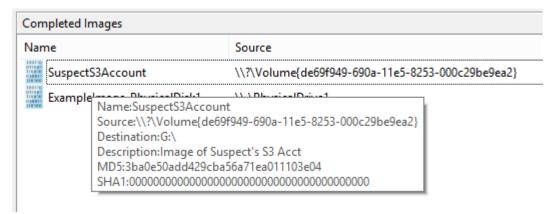
Compression

You have the option to enable compression of your image, where 'Fast' offers slight compression but fastest imaging speed, 'Normal' is the middle of the compression/speed scale, and 'High' offers the highest compression but slower imaging time. The default setting is 'None' if compression of the image is not needed.

All other fields are optional; they will be saved for your user account and will appear with each execution of the Imager.

Active Images		
Name	Source Device	Last Status
SuspectS3Account	\\WIN8-DEV-X64\s3-standard	Copying

If the image completes successfully it will be removed from the Active Images panel and will appear in the Completed Images panel. There are multiple options for a completed Image, including:



Remove Image

Removes the Image from the F-Response Imager. This does not delete the image or resultant log files, it only removes the Imager from the F-Response Imager console.

Open Image Path

Use this option to open Windows Explorer directly to the location of the newly created Image file(s).

Open Image Log

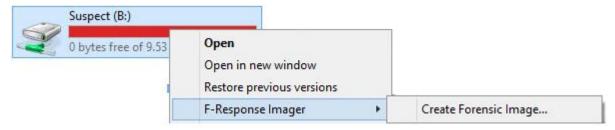
Use this option to open the Image ".log" file directly.

Open Image FileList

Use this option to open a listing of the files copied during the image (Logical and Container Images only).

Creating a Logical Image from Windows Explorer

The F-Response Image provides the ability to make Logical Images of F-Response attached Virtual Devices directly from Windows Explorer. This patent pending feature can be leveraged using the right click context menu from any network share presented by Windows Explorer.



Creating a Logical Image using COM Scripting

Logical Images can be created directly from any scripting language that supports COM. Included below is a sample script for creating a Logical Image using Powershell.

```
# F-Response Imager Script for imaging a logical device (network share)
# Pre-requisites: F-Response Imager
# Author: M. Shannon
# usage, logical-imager-script.ps1 -sourcedevice <\\.\X> -imagename <IMAGENAME Ex.
XYZImage> -outformat \langle E0x = 1, VHD = 2, Both = 3 Ex. 1 \rangle
# -destinationpath <DESTINATIONPATH Ex. E:\>
# -examinername <EXAMINER Ex. "Joe Examiner">
# -desc <DESCRIPTION Ex. "Some Image Desc">
# -casenum <CASENUM Ex. "Case123">
# -evidencenum <EVIDENCENUMBER Ex. "Evidence123">
# -notes <NOTES Ex. "Some Notes">
\# -hash <Md5=1, Sha1 = 2, Both = 3 Ex. 1>
# -compression <None = 0, Fast = 1, Normal = 6, High = 9 Ex. 1>
# -username <USERNAME>
# -domain <DOMAIN>
# -password <PASS>
Param (
      [parameter (Mandatory=$true)]$sourcedevice,
      [parameter (Mandatory=$true)]$imagename,
      [parameter (Mandatory=$true)]$outformat,
      [parameter(Mandatory=$true)]$destinationpath,
      [parameter(Mandatory=$true)]$examinername,
      [parameter(Mandatory=$true)]$desc,
      [parameter (Mandatory=$true)]$casenum,
      [parameter(Mandatory=$true)]$evidencenum,
      [parameter(Mandatory=$true)]$notes,
      [parameter(Mandatory=$true)]$hash,
      [parameter (Mandatory=$true)]$compression,
      [parameter(Mandatory=$true)]$username,
      [parameter(Mandatory=$true)]$domain,
      [parameter(Mandatory=$true)]$password
Set-Variable Imaging 1
Set-Variable Complete 2
Set-Variable Error 5
#initialize the com library
$fresponseimager = New-Object -comObject frimagerserver.FRImager
#start the image
$ImageId =
$fresponseimager.CreateLogicalImage($sourcedevice,$imagename,$outformat,$destinationpa
th, $examinername,
$desc,$casenum,$evidencenum,$notes,$hash,$compression,$username,$domain,$password)
if($ImageId -eq 0){
      write "Error starting image, check the event logs for further information."
      [System.Runtime.Interopservices.Marshal]::ReleaseComObject($fresponseimager)
      Remove-Variable fresponseimager
```

```
Exit(1)
}
$ImageState = $fresponseimager.ImageState($ImageId)
$ImageLastStatus = $fresponseimager.ImageLastStatus($ImageId)
write "Beginning Image..."
write $ImageLastStatus
do {
      Start-Sleep -sec 10
      $ImageLastStatusNew = $fresponseimager.ImageLastStatus($ImageId)
      if ($ImageLastStatusNew -ne $ImageLastStatus){
             write $ImageLastStatusNew
             $ImageLastStatus = $ImageLastStatusNew
      $ImageState = $fresponseimager.ImageState($ImageId)
}while($ImageState -eq $Imaging)
if ($ImageState -eq $Complete){
      write "Image Completed Successfully"
}
if ($ImageState -eq $Error){
      write "Image Ended with Error"
$fresponseimager.RemoveImage($ImageId)
[System.Runtime.Interopservices.Marshal]::ReleaseComObject($fresponseimager)
Remove-Variable fresponseimager
```

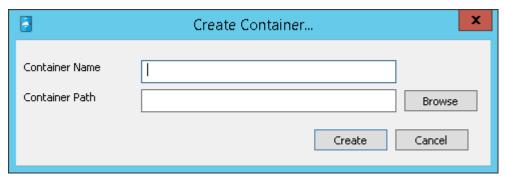
Container

Creating a Container

The F-Response Imager provides the ability to make a Container of Files and Folders from attached devices, both physical and virtual. Use the File->New Container... menu option to open a dialog for creating a new Container.

Containers contain only references to the files and folders added to them. A container must be converted to an image to actually acquire the files and folders added.



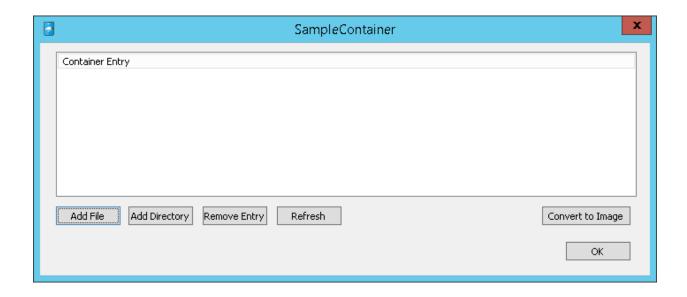


Once you have created the container you can find it under the Containers in the Console.



Double click on it to open.

Adding Files and Folders to a Container via the Console



Add File

Adds a new File to the Container. This is a reference to the file only, no actual files are copied until the container has been converted to an Image.

Add Directory

Adds a new Directory to the Container. This is a reference to the directory only, no actual directories or their content are copied to until the container has been converted to an image. Added Directories are considered recursive, therefore all child items will be added automatically during the conversion to an Image.

Remove Entry

Removes a File or Directory from the Container.

Refresh

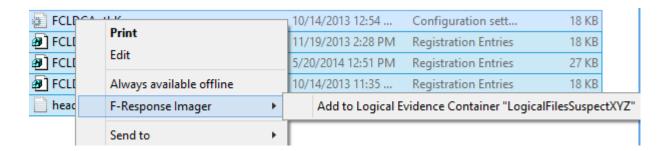
Will refresh the list of files and folders currently in the Container.

Convert to Image

Will close the Container and open the Create Image dialog where the details of the image can be specified.

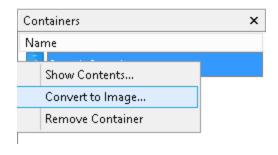
Adding Files and Folders to a Container via Windows Explorer

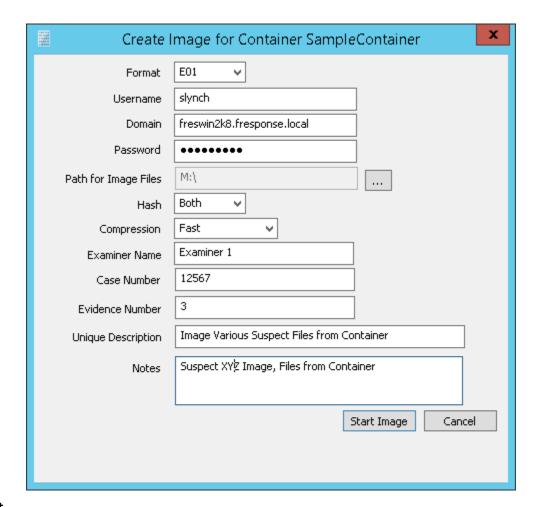
The F-Response Image provides the ability to add files and directories to Containers via Windows Explorer. This patent pending feature can be leveraged using the right click context menu from any file or directory presented by Windows Explorer.



Closing and Imaging a Container via the Console

Once all files and directories have been added to the Container it must be converted to an Image to copy and preserve the content requested. Use the Containers->Convert to Image... menu item to begin this process.





Format

E01 (Expert Witness), VHD (Virtual Hard Disk), or Both. The choice of format determines what the Imager will provide at the end of the conversion process.

Username, Domain, Password

As network shares and virtual devices exist only in the context of a user account, you must input your credentials when starting a logical image operation.

Hash

You must select a valid Hash, MD5 or SHA1.

Compression

You must select a compression method.

All other options are optional and will be saved for your user account and re-presented with each execution of the imager.

Appendix A.

Legal Notices

Copyright © 2015 Agile Risk Management, LLC. All rights reserved.

This document is protected by copyright with all rights reserved.

Trademarks

F-Response®, DiscoveryShare™, MemoryShare™, are trademarks of Agile Risk Management, LLC. All other product names or logos mentioned herein are used for identification purposes only, and are the trademarks of their respective owners.

Statement of Rights

Agile Risk Management, LLC products incorporate technology that is protected by U.S. patent and other intellectual property (IP) rights owned by Agile Risk Management LLC, and other rights owners. Use of these products constitutes your legal agreement to honor Agile Risk Management, LLC's IP rights as protected by applicable laws. Reverse engineering, de-compiling, or disassembly of Agile Risk Management, LLC products is strictly prohibited.

Disclaimer

While Agile Risk Management LLC has committed its best efforts to providing accurate information in this document, we assume no responsibility for any inaccuracies that may be contained herein, and we reserve the right to make changes to this document without notice.

Patents

F-Response® is covered by United States Patent Numbers: 8,171,108; 7,899,882, 9,037,630; 9,148,418; and other Patents Pending.

Appendix B.

Release History

2.0.1.11 -> F-Response Imager User Interface completely redesigned. Corrections and adjustments to the internal COM scripting library to allow Container creation in script. Additional modifications based on user experience feedback. Improvements to the physical image restart process.

Initial Release -> 1.0.0.41

Appendix C.

Master Software License Agreement

AGILE RISK MANAGEMENT LLC MASTER SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS

- 1. Scope of Agreement; Definitions. This Agreement covers the license and permitted use of the Agile Risk Management LLC ("Agile") F-Response Software. Unless otherwise defined in this section, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:
- 1.1. "Agile Software" or "Software" means any and all versions of Agile's F-Response software and the related "Documentation" as defined below.
- 1.2. "Customer" or "Licensee" means the person or entity identified on the invoice and only such person or entity, Customer shall not mean any assigns, heirs, or related persons or entities or claimed third-party beneficiaries of the Customer.
- 1.3. "Documentation" means Agile release notes or other similar instructions in hard copy or machine readable form supplied by Agile to Customer that describes the functionality of the Agile Software.
- 1.4. "License Term" means the term of the applicable license as specified on an invoice or as set forth in this Agreement.
- 2. Grant of Software License.
- 2.1. Enterprise License. Subject to the terms and conditions of this Agreement only, Agile grants Customer a non-exclusive, non-transferable license to install the Agile Software and to use the Agile Software during the License Term, in object code form only.
- 2.2. Third Party Software. Customer acknowledges that the Agile Software may include or require the use of software programs created by third parties, and the Customer acknowledges that its use of such third party software programs shall be governed exclusively by the third party's applicable license agreement.
- 3. Software License Restrictions.
- 3.1. No Reverse Engineering; Other Restrictions. Customer shall not, directly or indirectly: (i) sell, license, sublicense, lease, redistribute or transfer any Agile Software; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or distribute any Agile Software; (iii) rent or lease any rights in any Agile Software in any form to any entity; (iv) remove, alter or obscure any proprietary notice, labels or marks on any Agile Software. Customer is responsible for all use of the Software and for compliance with this Agreement and any applicable third party software license agreement.
- 3.2. Intellectual Property. Agile retains all title, patent, copyright and other intellectual proprietary rights in, and ownership of, the Agile Software regardless of the type of access or media upon which the original or any copy may be recorded or fixed. Unless otherwise expressly stated herein, this Agreement does not transfer to Customer any title, or other ownership right or interest in any Agile Software. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

- 4. Ordering & Fulfillment. Unless otherwise set forth in an Agile-generated Estimate pricing is set forth on the F-Response website and is subject to change at any time. Each order shall be subject to Agile's reasonable acceptance. Unless otherwise set forth in an Agile generated Estimate. Delivery terms are FOB Agile's shipping point.
- 5. Payments. Customer agrees to pay amounts invoiced by Agile for the license granted under this Agreement. If any authority imposes a duty, tax or similar levy (other than taxes based on Agile's income), Customer agrees to pay, or to promptly reimburse Agile for, all such amounts. Unless otherwise indicated in an invoice, all Agile invoices are payable thirty (30) days from the date of the invoice. Agile reserves the right to charge and Customer agrees to pay Agile for every unauthorized copy or unauthorized year an amount equal to the cost per copy, per year, per computer, or per user, whichever is greater, as a late payment fee in the event Customer fails to remit payments when due or Customer otherwise violates the payment provisions of this Agreement. In addition to any other rights set forth in this Agreement, Agile may suspend performance or withhold fulfilling new Customer orders in the event Customer has failed to timely remit payment for outstanding and past due invoices.

6. Confidentiality.

- 6.1. Definition. "Confidential Information" means: (a) any non-public technical or business information of a party, including without limitation any information relating to a party's techniques, algorithms, software, know-how, current and future products and services, research, engineering, vulnerabilities, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; (b) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; or (c) the specific terms and conditions of this Agreement.
- 6.2. Exclusions. Confidential Information shall not include information which: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (ii) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information or otherwise in breach of this Agreement; (iv) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure, or (v) is required to be disclosed pursuant to, or by, any applicable laws, rules, regulatory authority, court order or other legal process to do so, provided that the Receiving Party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the Disclosing Party.
- 6.3. Obligations. Each Party shall maintain in confidence all Confidential Information of the disclosing Party that is delivered to the receiving Party and will not use such Confidential Information except as expressly permitted herein. Each Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but in no event less than the measures it uses to protect its own Confidential Information. Each Party will limit the disclosure of such Confidential Information to those of its employees with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement provided that all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein.
- 6.4. Injunctive Relief. Each Party understands and agrees that the other Party will suffer irreparable harm in the event that the receiving Party of Confidential Information breaches any of its obligations under this section and that monetary damages will be inadequate to compensate the non-breaching Party. In the event of a breach or threatened breach of any of the provisions of this section, the non-breaching Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary

injunction and/or permanent injunction in order to prevent or to restrain any such breach by the other Party.

- 7. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGILE AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.
- 8. Limitations and Exclusions.
- 8.1. Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANY OTHER THEORY IN LAW OR IN EQUITY), THE ENTIRE LIABILITY OF EITHER PARTY AND WITH RESPECT TO AGILE, ANY OF ITS SUPPLIERS, UNDER ANY PROVISION OF THIS AGREEMENT AND THE EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THREE TIMES THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LICENSE; PROVIDED, HOWEVER THAT THIS LIMITATION DOES NOT APPLY TO ANY OF THE FOLLOWING: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (B) ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- 8.2. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, AND WITH RESPECT TO AGILE, ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF AGILE OR ANY SUPPLIER, AND EVEN IF AGILE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (B) ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY.

8.3. Indemnification. Licensor hereby agrees to indemnify, hold harmless and defend Licensee and any partner, principal, employee or agent thereof against all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party where such Liabilities arise out of or result from: (1) any claim that the Software or Customer's use thereof violates any copyright, trademark, patent and/or any other intellectual property rights; (2) the negligence of Licensor in the course of providing any Services hereunder; or (3) the representations or warranties made by Licensor hereunder, or their breach. Licensee shall promptly notify Licensor of any third party claim and Licensor shall, at Licensee's option, conduct the defense in any such third party action arising as described herein at Licensor's sole expense and Licensee shall cooperate with such defense.

9. Verification.

9.1. Agile has the right to request Customer complete a self-audit questionnaire in a form provided by Agile. If an audit reveals unlicensed use of the Agile Software, Customer agrees to promptly order and pay for licenses to permit all past and ongoing usage.

10. Support Services

- 10.1. Rights and Obligations. This Agreement does not obligate Agile to provide any support services or to support any software provided as part of those services. If Agile does provide support services to you, use of any such support services is governed by the Agile policies and programs described in the user manual, in online documentation, on Agile's support webpage, or in other Agile-provided materials. Any software Agile may provide you as part of support services are governed by this Agreement, unless separate terms are provided.
- 10.2. Consent to Use of Data. You agree that Agile and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. Agile may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

11. Miscellaneous.

- 11.1. Legal Compliance; Restricted Rights. Each Party agrees to comply with all applicable Laws. Without limiting the foregoing, Customer agrees to comply with all U.S. export Laws and applicable export Laws of its locality (if Customer is not located in the United States), and Customer agrees not to export any Software or other materials provided by Agile without first obtaining all required authorizations or licenses. In the event the Software is provided to the United States government it is provided with only "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in FAR 52.227-14 if the commercial terms are deemed not to apply.
- 11.2. Governing Law; Severability. This Agreement (including any addendum or amendment to this Agreement which is included with the Software) are the entire agreement between you and Agile relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. To the extent the terms of any Agile policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control. This Agreement shall be governed by the laws of the State of Florida, USA, without regard to choice-of-law provisions. You and Agile agree to submit to the personal and exclusive jurisdiction of the Florida state court located in Tampa, Florida, and the United States District Court for the Middle District of Florida. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. Customer and Agile agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

- 11.3. Notices. Any notices under this Agreement will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as a Party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery.
- 11.4. Assignment. Customer may not assign or otherwise transfer this Agreement without the Agile's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns, if any.
- 11.5. Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.
- 11.6. Redistribution Compliance.
- (a) F-Response distributes software libraries developed by The Sleuth Kit ("TSK"). The license information and source code for TSK can be found at http://www.sleuthkit.org/. If any changes have been made by Agile to the TSK libraries distributed with the F-Response software, those changes can be found online at http://www.f-response.com/TSKinfo.
- (b) A portion of the F-Response Software was derived using source code provided by multiple 3rd parties which requires the following notices be posted herein, and which applies only to the source code. F-Response code is distributed only in binary or object code form. F-Response source code, and any revised 3rd party code contained within the F-Response source code, is not available for distribution. The name of 3rd parties included below are not being used to endorse or promote this product, nor is the name of the author being used to endorse or promote this product. This information is presented solely to comply with the required license agreements which require reproduction of the following copyright notice, list of conditions and disclaimer:

Copyright (c) 2009-2014 Petri Lehtinen <petri@digip.org>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER

LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Copyright (c) 1998-2011 The OpenSSL Project. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/)"
- 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
- 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
- 6. Redistributions of any form whatsoever must retain the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This product includes cryptographic software written by Eric Young eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Intel License Agreement
Copyright (c) 2000, Intel Corporation
All rights reserved.

- Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- The name of Intel Corporation may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL INTEL OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright © 2006 Alistair Crooks. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright (c) 2011-2014, Loïc Hoguin <essen@ninenines.eu>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Copyright 2009-2011 Andrew Thompson <andrew@hijacked.us>. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE PROJECT ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE PROJECT OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright (c) 2000-2010 Marc Alexander Lehmann <schmorp@schmorp.de>

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 11.7. General. This Agreement, including its exhibits (all of which are incorporated herein), are collectively the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Amendments or changes to this Agreement must be in mutually executed writings to be effective. The Parties agree that, to the extent any Customer purchase or sales order contains terms or conditions that conflict with, or supplement, this Agreement, such terms and conditions shall be void and have no effect, and the provisions of this Agreement shall control. Unless otherwise expressly set forth in an exhibit that is executed by the Parties, this Agreement shall control in the event of any conflict with an exhibit. Sections 2, 3, 5, 7, 8, and 9, and all warranty disclaimers, use restrictions and provisions relating to Agile's intellectual property ownership, shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.
- 11.8. Changes to this agreement. Agile will entertain changes to this agreement on a case by case basis. Changes to this Agreement may require that the Customer pay an additional administrative fee depending on the scope and complexity of the changes required by the Customer. The additional administrative fee, if any, must be paid before the license will be activated.