

Keeper Security, Inc.
Terms of Use for Keeper and Keeper SDKs
March 27, 2018



Keeper Software

General

Keeper Security, Inc. ("Keeper Security") provides, markets and sells Keeper®, a mobile and desktop security software program to individuals, municipalities, educational institutions, financial institutions and general businesses. Keeper allows end users to enter, store, secure, backup, share and restore confidential and sensitive "micro-data" and "files" on computers and mobile devices for the purpose of protecting this information from the public. Micro-data is a term that applies to short strings of data that are critical to end users (e.g. website logins, passwords, social security numbers, bank account numbers, access codes, pin codes and private notes). Files may include private documents, personal photos and videos. Keeper utilizes strong encryption using a 256-bit cipher and is approved for export by the U.S. Department of Commerce Bureau of Industry and Security under license #5D992. Keeper is herein referred to as "Keeper", "System" or "Software".

Please read these Terms of Use carefully. The following are the terms of use for your subscription to Keeper and use of the Software. By both Parties executing this Agreement in writing the "Ordering Activity" under GSA Schedule contracts ("you") accept these terms of use. These terms of use are not assignable by you, or Keeper Security, to anyone else without the written consent of the other Party.

Copyright, Patent and Trademark Information

Keeper, and the information which it contains, is the property of Keeper Security and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "Keeper", "Password Keeper", "Keeper DNA" and the Keeper logos are registered trademarks of Keeper Security, under the applicable laws of the United States and/or other countries. Apple, the Apple logo and Mac are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google Inc. Amazon Web Services, and the "Powered by Amazon Web Services" logo are trademarks of Amazon.com, Inc. or its affiliates in the United States and/or other countries. Other Software or service names or logos appearing in the Software are either trademarks or registered trademarks of Keeper Security, and/or their respective owners. The absence of a Software or service name or logo from this list does not constitute a waiver of Keeper Security's trademark or other intellectual property rights concerning that name or logo.

Keeper is protected by U.S. patent numbers 8,656,504, 9,294,476, 9,465,786, 8,868,932, and 8,738,934. Additional patents pending.

Responsibilities & Restrictions

Keeper software is used by millions of people globally to protect and store their passwords and private information. The Software may only be used for lawful purposes and as accordingly, you agree to not misuse Keeper. When using the Software, you agree:

Not to knowingly upload, post, email or transmit otherwise any material that contains software viruses, trojan horses, worms, files or programs intended to interrupt, destroy, deface or limit the



use, access or functionality of the Software.

Not to upload, post, email or transmit otherwise any material that is illegal, pornographic, abusive or obscene.

Not to upload, post, email or transmit otherwise any material that violates the privacy or intellectual property rights of others.

Not to "Reverse Engineer", change, modify, hack, translate, copy, distribute, pledge, assign, transfer, make derivative works, exploit, encumber or crack any portion of the Software.

Unless you are an authorized reseller of the Software, you may not display, copy, reproduce, license or distribute the Software, any component thereof, any documentation provided in connection with the Software, or any content, including but not limited to newsletters distributed to you by Keeper Security in connection with the Software.

Keeper Security, in its sole discretion, may remove content and block user access to any content that it determines to be illegal, threatening, pornographic, abusive, obscene or in violation of another party's intellectual property.

Your Master Password

You hereby understand that upon using the Software, you will be required to create a "Master Password." The Master Password will be used by you and only you.

You are responsible for maintaining the security of your Master Password and Keeper records entered, imported and exported using the Software. Keeper Security has no knowledge of your Master Password and will not ask or be permitted to ask for your Master Password. Keeper Security, will not under any circumstances, have access to your Master Password or the records stored in Keeper.

You agree to not issue your Master Password to any third parties and shall not, under any circumstances, issue your Master Password to any customer support representative of Keeper Security in the event you contact Keeper Security for Software assistance. Generally, you will agree to not share your Master Password with any employee, agent, officer or director of Keeper Security. Keeper Security shall not be responsible for the actions of any individuals who misuse or misappropriate your Keeper information or other any of your assets using your Master Password or the information stored in Keeper.

Please remember your Master Password. If you lose or forget your Master Password, Keeper Security will not be able to assist you in gaining access to your records since Keeper Security does not have access to or knowledge of your Master Password. Again, it is imperative to not forget your Master Password since this is required to gain access to your records stored in Keeper.

Maintenance of Your Keeper Records

Micro-data and files stored in your Keeper vault are referred to as "Keeper Records." Keeper Security will maintain an encrypted binary file of your Keeper records on Keeper Security's Cloud Security Vault™, provided that you are a paid-subscriber of the Software. The binary is created when you backup your records and is stored in the event that you need to recover your information due to local system crash, damage, loss or hack attempt that results in the self-destruction of your



records.

If your subscription expires and you choose not to renew your subscription within 90 days, Keeper Security reserves the right to delete any Keeper records contained in your account that have files (e.g. documents, photos, videos, etc.) contained in them. Notice will be sent to you prior to termination based on the email address associated with your Keeper account. Expired user accounts convert to a Free User account.

A Free User of the software is permitted to use Keeper on one mobile device without the ability to backup, restore, share or save their records outside of the one mobile device. If the device or data is lost or stolen, a Free User will not be able to restore their records. Free User accounts are allowed to upload and store five (5) files in their Keeper vault subject to a maximum storage size of 100MB. After this file limit, a Free User will be required to purchase a paid storage plan.

If you are a free user who has not utilized the Software within 12 months, Keeper Security reserves the right to terminate and delete your account. Notice will be sent to you prior to termination based on the email address associated with your Keeper account.

All users of the Software are required to adopt and maintain the Privacy Policy, which may be modified by Keeper Security from time to time.

Violation of these responsibilities and restrictions may result in the termination of this Agreement.

Software and Support

Keeper requires an Internet connection to function on Mac, BlackBerry, Windows Phone and other Cloud-based software platforms. Your information created in Keeper is transmitted to Keeper's Cloud Security Vault using a 256-bit encrypted Secure Socket Layer (SSL/https) connection. Your information is securely encrypted with 256-bit AES ciphers. Keeper employees do not have access to your records. We cannot help you retrieve your records if you forget your Master Password. Information such as your IP address and login information is utilized for your security and protection.

The Software provided is subject to this Agreement, as it may be amended by Keeper Security Inc., and any guidelines, rules or operating policies that Keeper Security Inc. may establish and post from time to time (this "Agreement" including without limitation Keeper Security Inc.'s Privacy Policy, as linked from all email generated from Keeper Security Inc. or otherwise furnished to you (the "Policy" (unless otherwise stated, all references to the Agreement shall include the Policy).

Periodically, you may provide Keeper support staff with remote access to view your computer screen only for the purpose of troubleshooting issues that arise in your use of your Software. Keeper Security will not have access to your Master Password or your data. You hereby waive any claim for damages from any problems that may arise from such access, including without limitation any disruption or damage caused by Keeper Security or its personnel.

Subscription Fees, Payment Terms and Refund Policy

Subscription Fees. The fees charged by Keeper Security are referred to as Subscription Fees. The Software is subject to annual Subscription Fees to operate the Software on more than one mobile device or computer or to gain access to enhanced features which include, without limitation: Importing / exporting records, synchronizing records to multiple devices or computers, restoring or



backing up records and file storage.

When you sign up for Keeper, you can use all premium features such as secure cloud storage, sync, backup and sharing - free of charge for 30 days. After 30 days, you can continue using the premium features for an annual subscription. Upon upgrading from the free version of Keeper or by purchasing the paid version of Keeper with expanded features and benefits, you will be subject to annual Subscription Fees in accordance with the GSA Schedule Pricelist. You will be required to submit payment annually within thirty (30) days of receipt of invoice. Subscription Fees are billed based on your subscription plan.

Payment. As a condition for using Keeper, you must provide us with payment within 30 days after receipt of the invoice. Payment for Software shall be made by a valid Government Purchase Card ("Charge Card") as accepted by Keeper Security and having sufficient payment to cover the Subscription Fees, invoiced to you. You are responsible for paying amounts invoiced by Keeper Security for Subscription Fees.

Invalid or Cancelled Payments. In the event that you cancel your Charge Card or it is otherwise terminated, you must immediately provide us with a new, valid Charge Card number. You authorize us from time to time, to undertake steps to determine whether the Charge Card number you have provided to us is a valid number. In the event that you do not provide us with a current valid Charge Card number with sufficient credit upon request during the effective period of this Agreement, you may be in violation of this Agreement and we may submit a dispute under the contract Disputes Clause. .

Upgrades. You may upgrade your account at any time. If you are upgrading your subscription you will only be charged for the remainder of your annual subscription. The full amount of the new plan will be charged annually thereafter. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Keeper Security shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

Uninstall Instructions

In the event you need to uninstall Keeper from your device, please visit the FAQ page (<https://keepersecurity.com/faq.html>).

Compliance with Laws; Monitoring

You shall use the Software only in compliance with this Agreement. You agree to not use this Software as a means or in a manner that violates any Federal laws in the United States as well as in your country of use.



Intellectual Property Rights in Your Content

You agree that you will not use the Software to upload or transmit any contact lists, communications or content of any type that infringe, misappropriate or violate any rights of any party. By submitting ideas, concepts, inventions or content to this website or using them in connection with the Software, you agree that such submission is non-confidential for all purposes. If you make any such submission, you agree that you will not send or transmit to Keeper Security or to any third party using the Software, any communication or content that infringes or violates any rights of any party. If you submit any business information, ideas, concepts or inventions or content to Keeper Security by email, you agree such submission is non-confidential for all purposes. If you make any submission to Keeper Security or if you submit any business information, idea, concept or invention to Keeper Security by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Keeper Security a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display such content in any manner.

Security Notification & Disclosure Policy

Keeper Security takes extensive measures to protect and safeguard its internal infrastructure, Software, intellectual property, stakeholders and its customers.

In using the Software, you may provide information about yourself or your employer (such as name, contact information, or other registration information) to Keeper Security. Keeper Security may use this information and any technical information about your use of the Software to tailor its presentations to you, facilitate your movement through the Software or communicate separately with you. If you purchased the Software as a result of solicitation by a channel partner of Keeper Security, Keeper Security may share your information with the channel partner and the channel partner may share related information with Keeper Security. Keeper Security will not provide your contact information to companies you have not authorized for that purpose unless required by law.

Please read our Privacy Policy (Appendix A). If you are a security researcher or security expert, please be advised that any notifications made to Keeper Security by you, involving a purported security vulnerability of our Software and/or infrastructure will be investigated and acted upon swiftly for timely remediation. Please contact us at security@keepersecurity.com.

The unauthorized access to Keeper Security's systems, Software and/or a user's device which runs Keeper is prohibited. Furthermore, the threat of disclosing or actual disclosure of any purported weakness, security flaw or degradation of our Software or systems (which are proprietary and property of Keeper Security) in a public forum - is prohibited.

If we determine that an entity or individual has attempted to reverse engineer, enter, infiltrate or breach our Software, infrastructure and/or a user's device (which could include a breach or weaknesses in an operating system created by or utilized by one of our strategic OEM partners), we will take swift action under the Contract Disputes Act.

If, however, your efforts were inadvertent and/or conducted in an internal setting (e.g. on a test device and not that of a Keeper user) and such efforts and results were not subject to a contingent threat of public disclosure or actual public disclosure, we will not bring an action under the Contract Disputes Act.



Warranty Disclaimer and Remedies

Keeper Security warrants that Keeper will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Keeper written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING,

You agree to use Keeper at your own risk. Keeper Security does not warrant that Keeper will be uninterrupted or error free nor does it make any warranty as to the results that may be obtained from its use. The Software is provided "as is" except as provided in this section and Keeper Security disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Your sole and exclusive remedy for any failure or non-performance of the Software shall be for Keeper Security to use commercially reasonable efforts to adjust or repair the Software. Keeper Security regularly makes fixes, enhancements and upgrades to its Software for the benefit of all customers on paid subscription plans.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL KEEPER SECURITY OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS; BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF KEEPER SECURITY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, KEEPER SECURITY IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION [WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), SOFTWARE LIABILITY OR OTHERWISE], THE MAXIMUM AGGREGATE LIABILITY OF KEEPER SECURITY TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT PRICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

Restricted Persons, Export of Software or Technical Data

You hereby warrant that you are not a "Restricted Person". For purposes of this Agreement, you are a "Restricted Person" if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using the Software is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2)



designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Terrorists List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you shall notify Keeper Security within twenty-four (24) hours, and Keeper Security shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to Keeper Security.

You agree that you shall not utilize the Software to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government. You may not remove or export from the United States or allow the export or re-export of the Software, or any direct Software thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

Links to Third-Party Websites

This Software permits users to link to non-Keeper Security, third-party websites. These links are provided to you as a convenience, and Keeper Security is not responsible for the content of any linked website. Any non-Keeper Security website accessed from this website is independent from Keeper Security, and Keeper Security has no control over the content of that website. In addition, a link to any non-Keeper Security website does not imply that Keeper Security endorses or accepts any responsibility for the content or use of such website.

No Implied Endorsements

In no event shall any reference to any third party or third-party Software or service be construed as an approval or endorsement by Keeper Security of that third party or of any Software or service provided by a third party.

Copyrights

If you believe any materials accessible on or from Keeper Security's website infringe your copyright, you may request removal of those materials from the website by contacting Keeper Security's copyright agent and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Your name, address, telephone number and email address.
3. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
4. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.



5. A signature or the electronic equivalent from the copyright holder or authorized representative.

Keeper Security's agent for copyright issues relating to this web site is as follows:

Keeper Security, Inc.
Intellectual Property Administrator
850 W. Jackson Boulevard
Suite 500
Chicago, IL 60607

(312) 829-2680 Tel
(312) 829-2971 Fax
support@keepersecurity.com

In an effort to protect the rights of copyright owners, Keeper Security maintains a policy for the termination of Keeper subscribers who are repeat infringers.

Privacy Policy

Keeper Security's Privacy Policy is located in Appendix A. By using our Software, you accept and agree to all terms, provisions and conditions of our Privacy Policy.

Entire Agreement

If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force, in effect and enforceable.

Waivers, Severability, Modifications & Notifications

Keeper Security and you agree that this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), is the complete and exclusive statement of the mutual understanding of the parties, supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. But, in the event of a discrepancy between this Agreement and a Purchase Order, the Purchase Order shall prevail. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. Keeper Security reserves the right to contact you by email, at the device-level or within the Keeper Software application to notify you of material events or important changes related to your account.

No Agency

No agency, partnership, joint venture or employment is created by your use of Keeper. You do not have any authority of any kind to bind Keeper Security in any respect whatsoever.



Governing Law, Venue & Jurisdiction

The Agreement shall be governed by the Federal laws of the United States of America.

Additional Information

If you have any questions about the use of Keeper software or these Terms of Use, please contact us at support@keepersecurity.com or by mail at: CRM Management, Keeper Security, Inc., 850 W. Jackson Blvd, Suite 500, Chicago, IL 60607.

Software Development Kits (SDKs)

Keeper Security, Inc. (“Keeper Security”) provides, markets and sells Keeper®, a mobile and desktop security software program to individuals, municipalities, educational institutions, financial institutions and general businesses. These terms cover the Keeper Commander software development kit (“SDK”) and iOS SDK (collectively the “SDKs”), which provides IT admins and developers with command-line access and application programming interface (“API”) access to their Keeper account and integration with third-party applications. Please read these Terms of Use carefully. By both parties executing this agreement in writing, the “Ordering Activity” (“you”) accept these terms of use. These terms of use are not assignable by you, or Keeper Security to anyone else. These terms may be updated by both parties in writing.

Open Source License

The SDKs are subject to an open source license. 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.

Rights to Use

Keeper Security owns the SDKs and APIs which are being licensed to you on a non-exclusive and non-sublicensable basis. The SDKs and APIs may only be used by a registered Keeper account owner. Keeper software, the SDKs and APIs are collectively referred to as the “Software.” Keeper Security may update the SDKs or APIs at anytime through publication at <https://keepersecurity.com>.

Age of Use

Periodically, you may provide Keeper support staff with remote access to view your computer screen only for the purpose of troubleshooting issues that arise in your use of your Software. Keeper Security will not have access to your Master Password or your data. You hereby waive any claim for damages from any problems that may arise from such access, including without limitation any disruption or damage caused by Keeper Security or its personnel. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which



liability cannot be excluded by law.

Responsibilities and Restrictions

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Not to upload, post, email or transmit otherwise any material that contains software viruses, trojan horses, worms, files or programs intended to interrupt, destroy, deface or limit the use, access or functionality of the Software.

Not to upload, post, email or transmit otherwise any material that is illegal, pornographic, abusive or obscene.

Not to upload, post, email or transmit otherwise any material that violates the ownership, privacy, terms of use or intellectual property rights of others.

Not to "Reverse Engineer", change, modify, hack, translate, copy, distribute, pledge, assign, transfer, make derivative works, exploit, encumber or crack any portion of the Software operated by Keeper Security's back-end systems.

Not to use the SDKs and APIs for any application that replicates or attempts to replace the essential user experience or functionality of the Software for another product or service.

Attempt to hide, conceal or mask your identity, your service's identity or your software application's identity when requesting authorization to use the SDKs or APIs.

Unless you are an authorized reseller of the Software, you may not display, copy, reproduce, license or distribute the Software, any component thereof, any documentation provided in connection with the Software, or any content, including but not limited to newsletters distributed to you by Keeper Security in connection with the Software.

Keeper Security, in its sole discretion, may remove content and block user access to any content that it determines to be illegal, threatening, pornographic, abusive, obscene or in violation of another party's intellectual property or legal rights.

Software and Support

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other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google Inc. Amazon Web Services, and the "Powered by Amazon Web Services" logo are trademarks of Amazon.com, Inc. or its affiliates in the United States and/or other countries. Other Software or service names or logos appearing in the Software are either trademarks or registered trademarks of Keeper Security, and/or their respective owners. The absence of a Software or service name or logo from this list does not constitute a waiver of Keeper Security's trademark or other intellectual property rights concerning that name or logo. Keeper's branding guidelines and terms of use for Keeper's logos and colors, are located [here](#). Keeper is protected by U.S. patent numbers 8,656,504, 9,294,476, 9,465,786, 8,868,932, and 8,738,934. Additional patents pending.

Software and Support

Keeper Security may, at its discretion and without obligation, provide you with support or modifications to the SDKs or APIs. Keeper Security may modify, terminate or discontinue such support at anytime including the availability or continuity of the SDKs or APIs.

Right to Disable Access

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Keeper Security shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Compliance with Laws and Monitoring

You shall use the Software only in compliance with this Agreement. You agree to not use this Software as a means or in a manner that violates any local, state or Federal laws in the United States as well as in your country of use.

Intellectual Property Rights in Your Content

You agree that you will not use the Software to upload or transmit any contact lists, communications or content of any type that infringe, misappropriate or violate any rights of any party. By submitting ideas, concepts, inventions or content to this website or using them in connection with the Software, you agree that such submission is non-confidential for all purposes. If you make any such submission, you agree that you will not send or transmit to Keeper Security or to any third party using the Software, any communication or content that infringes or violates any rights of any party. If you submit any business information, ideas, concepts or inventions or content to Keeper Security by email, you agree such submission is non-confidential for all purposes. If you make any submission to Keeper Security or if you submit any business information, idea, concept or invention to Keeper Security by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Keeper Security a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display such content in any manner as set forth in the copyright statute, 17



U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. Accordingly, any source code submissions to Keeper's Github repository such as plugins or feature enhancements using the SDKs or APIs may be used and/or published by Keeper Security for the benefit of other Keeper users.

Security Notification & Disclosure Policy

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Please read our [Privacy Policy \(Appendix A\)](#). If you are a security researcher or security expert, please be advised that any notifications made to Keeper Security by you, involving a purported security vulnerability of our Software and/or infrastructure will be investigated and acted upon swiftly for timely remediation. Please contact us at security@keepersecurity.com.

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You agree to use Keeper at your own risk. Keeper Security does not warrant that Keeper will be uninterrupted or error free nor does it make any warranty as to the results that may be obtained from its use. The Software is provided "as is" excepted stated herein and Keeper Security disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement.



Your sole and exclusive remedy for any failure or non-performance of the Software shall be for Keeper Security to use commercially reasonable efforts to adjust or repair the Software. Keeper Security regularly makes fixes, enhancements and upgrades to its Software for the benefit of all customers on paid subscription plans.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL KEEPER SECURITY OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS; BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF KEEPER SECURITY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, KEEPER SECURITY IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION [WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), SOFTWARE LIABILITY OR OTHERWISE], THE MAXIMUM AGGREGATE LIABILITY OF KEEPER SECURITY TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT PRICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

Restricted Persons, Export of Software or Technical Data

You hereby warrant that you are not a "Restricted Person". For purposes of this Agreement, you are a "Restricted Person" if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using the Software is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Terrorists List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you shall notify Keeper Security within twenty-four (24) hours, and Keeper Security shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to Keeper Security.

You agree that you shall not utilize the Software to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government. You may not remove or export from the United States or allow the export or re-export of the Software, or any direct Software thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.



Links to Third-Party Websites

This Software permits users to link to non-Keeper Security, third-party websites. These links are provided to you as a convenience, and Keeper Security is not responsible for the content of any linked website. Any non-Keeper Security website accessed from this website is independent from Keeper Security, and Keeper Security has no control over the content of that website. In addition, a link to any non-Keeper Security website does not imply that Keeper Security endorses or accepts any responsibility for the content or use of such website.

No Implied Endorsements

In no event shall any reference to any third party or third-party Software or service be construed as an approval or endorsement by Keeper Security of that third party or of any Software or service provided by a third party.

Privacy Policy

Keeper Security's Privacy Policy is located in Appendix A. By using our Software, you accept and agree to all terms, provisions and conditions of our Privacy Policy.

Entire Agreement

If any provision of these terms of use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these terms will otherwise remain in full force, in effect and enforceable.

Waivers, Severability, Modifications & Notifications

Keeper Security and you agree that these terms of use, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), are the complete and exclusive statement of the mutual understanding of the parties, supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these terms of use, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. But a Purchase Order shall supersede this Agreement. No delay or omission by either party in exercising any right or remedy under these terms of use or existing at law shall be considered a waiver of such right or remedy.. Keeper Security reserves the right to contact you by email, at the device-level or within the Keeper Software application to notify you of material events or important changes related to your account.

No Agency

No agency, partnership, joint venture or employment is created by your use of Keeper. You do not have any authority of any kind to bind Keeper Security in any respect whatsoever.



Governing Law, Venue & Jurisdiction

The Agreement shall be governed by the Federal laws of the United States of America.

Additional Information

If you have any questions about the use of Keeper software or these Terms of Use, please contact us at support@keepersecurity.com or by mail at: CRM Management, Keeper Security, Inc., 850 W. Jackson Blvd, Suite 500, Chicago, IL 60607.

Appendix A. ***Privacy Policy***

General

Keeper Security, Inc. (“Keeper Security”) values your privacy. Keeper Security has created this Privacy Policy to demonstrate our commitment to protecting your privacy and to disclose our information and privacy practices for <https://keepersecurity.com> and its services. It also describes the choices available to you regarding our use of your personal information and how you can access and update this information.

Keeper Security participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. Keeper Security is committed to subjecting all personal data received from European Union (EU) member countries, and Switzerland, respectively, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List.

Keeper Security is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Keeper Security complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Keeper Security is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Keeper Security may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Security

Keeper Security stores its servers in a highly secure server environment with 24 X 7 monitoring, surveillance and support to prevent unauthorized access and data security. Advanced security measures including firewalls, security guards and surveillance are taken to ensure the continued service and protection of your data from natural disaster, intruders and disruptive events.

Smartphones and Tablets are insecure from a security perspective. With typically unsecure or weak logic access to data in the calendar, contact list, email database and notes - they represent a massive flaw in many internal security and control systems. When a user's Smartphone or Tablet is lost or stolen, the data on that device is subject to theft and misappropriation. The result can be devastating in terms of risk exposure and financial loss.



Keeper software serves a massive, positive movement in Mobile Device Security. Keeper was pioneered to run on the widest platform base using a feature-rich mobile security application. Keeper runs on iPhone*, iPad*, iPod*, Android*, Android Tablets*, BlackBerry*, Windows Phone* and all primary PC platforms - Windows*, Mac OS* and Linux*. Keeper uses 256-bit AES encryption and PBKDF2 key derivation. (*Note: These trade names are protected by the registered trademarks of their respective owners. Keeper and Password Keeper are U.S. registered trademarks of Keeper Security, Inc.).

Keeper protects "Micro Data." Micro Data consists of small strings of information, usually 50 characters or less, used by every consumer of a Smartphone, Tablet or PC. Examples include: Social Security Numbers, Bank Account and Routing Information, Client Account Numbers, Vendor Account Numbers, Customer Purchasing Information, Credit Limit Terms, Log In Passwords, Encryption Codes, Alarm Codes, Access Codes, Employee ID Numbers, etc. Micro Data is the small strings of information that although small, represent the most important element of an end user's identity. Micro Data is the target for any thief, spy or hacker. Too often, Micro Data is kept by professionals and end users in sticky notes, paper notebooks, envelopes, file folders and email note tabs on mobile devices and computers. More often than not, they are easily accessible by an unwanted user and are the primary target for today's identity and financial thieves. By example, from a corporate risk perspective, an employee's mobile device may have a cost value of \$195 but the information on that device may be worth several million dollars.

Keeper is one of the most downloaded password security applications for storing, accessing and safeguarding Micro Data.

Encryption Level

Keeper utilizes strong encryption using the 256-bit AES cipher. Keeper is approved for export to unrestricted countries by the U.S. Department of Commerce Bureau of Industry and Security under classification #5D992.

Information We Collect

Keeper Security collects limited personal information from customers who register with our services. When customers register with our services, we require a user name, password, phone number and email address. If a customer decides to subscribe to our service, we may collect credit card information. We use the customer registration information to authenticate users and provide access to <https://keepersecurity.com>. When you download and use our Services, we automatically collect information on the type of device you use, operating system version, and the device identifier (or "UDID"), system performance information and IP address. We also use the email addresses used in the registration information to communicate with our users. When you register for a subscription to Keeper software, you automatically "opt-in" to receive email communication from us which shall concur with the CAN-SPAM Act of 2003. End-users of Keeper Enterprise will not receive consumer-oriented marketing communications from us. From time to time, Keeper Security may contact you via email to notify you of changes to its services, maintenance notifications, information about Keeper Security and promotional materials from Keeper Security. You will be permitted at any time to "opt-out" of the receipt of email communications related to marketing and promotional material. The "opt-out" page can be viewed here: <https://keepersecurity.com/unsubscribe>. In the event you opt-out from receiving marketing and promotional material, we may, as necessary, email you in connection with a purchase confirmation, customer support matter or security issue related to your account. Keeper Security will never have access to your Master Password or individual records stored within your



Keeper Vault. For users of Keeper Unlimited or Keeper, we only have access to an encrypted binary file (which we cannot open) on our Cloud Security Vault™. This allows us to help you in the event your device is lost, damaged or stolen or if you have a problem accessing your personal vault.

If you choose to allow other people to access a Keeper Vault record or communicate through KeeperChat, we will ask you for that person's name, email address or phone number (in the case of KeeperChat). We will automatically send your friend a one-time email inviting him or her to visit the site and application. If you also choose to register a deal under partners program, we will ask for your prospect's name, email, phone number and company information. Keeper Security stores this information to send this one-time email and track who has permission to access a record.

If the assigned person or your prospect chooses to decline, s/he may contact us at support@keepersecurity.com to request that we remove this information from our database.

We collect your location-based information for the purpose of protecting your Keeper account from unauthorized remote access.

Keeper Security collects and logs aggregate user statistics and website traffic. Such information includes website traffic statistics, date and time of visits, browser type used to access the service, frequency of visits and to which pages, etc. We use this information to improve the services delivered to our customers, to track and diagnose performance problems and administer the website.

In certain situations, Keeper Security may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. Keeper Security may disclose aggregated user statistics (for example, 50% of Keeper Security customers use the service daily) in order to describe our services to prospective partners, advertisers, affiliates and other third parties for lawful purposes. Keeper Security will never disclose such data on an individual or identifiable basis to third parties except when we must comply with laws that require such disclosure to law enforcement authorities or other government third party officials such as subpoenas, or we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others and to investigate fraud.

If Keeper Security is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

We may provide your personal information to companies that provide services to help us with our business activities such as our live chat customer support or analytics provider. These companies are authorized to use your personal information only as necessary to provide these services to us. We send push notifications for the purpose of record synchronization and record share update notifications.

Upon request Keeper Security will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information. To request this information please contact us at support@keepersecurity.com. You may deactivate your Keeper Security account and delete your personally identifiable information at any time by contacting us at support@keepersecurity.com clearly indicating that you wish to deactivate and delete such information. If your personal information changes, you may correct or update by emailing our Customer Support at support@keepersecurity.com. We will respond to your request to access within 30 days.



We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

In accordance with the European Union General Data Protection Regulation (GDPR) Keeper Security does not intentionally collect personally identifiable information from nor solicit children under the age of sixteen (16) years of age.

Other than as disclosed in this Privacy Policy, at no time will Keeper Security disclose identifiable personal information to any third parties without your express, written consent.

Keeper Security will be permitted to display an active customers' corporate logo on its website for the purpose of promoting both the customer and Keeper Security.

Keeper Security utilizes a system called KeeperFill™ which allows you to auto-fill login credentials across mobile apps and browsers. When Keeper is preloaded on OEM devices, KeeperFill is automatically enabled to utilize the device's accessibility and input method services to identify mobile apps and websites which require login credentials. Keeper is a zero-knowledge security platform. As such, Keeper Security cannot access, track or view the activity of KeeperFill or your Keeper records. KeeperFill can be disabled at any time by visiting the accessibility settings screen of your device.

Cookies/Tracking Technologies

Keeper Security and our marketing partners, affiliates, or analytics or service providers, use technologies such as cookies, beacons, tags, and scripts, to analyze trends, administer the website, tracking users' movements around the website, and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual and aggregated basis.

Keeper Security uses cookies to store and track information about your usage of our services. Cookies are encrypted and unidentifiable bits of information sent to your browser from a web server that is stored on your computer's hard drive. Cookies are set each time you register, or log in or log out of Keeper Security. Cookies may be used to store your username or email address so that you don't have to re-enter it each time you visit <https://keepersecurity.com>. We may also use cookies to gather aggregated information about user habits on our website and services. For example, we may use cookies to estimate the number of concurrent users, estimate the total number of users, measure traffic statistics and to better understand how our users are using our services. We may share this data, in its aggregate form, with advertisers, affiliates and partners who may advertise on our website and services.

You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our website or service.

The use of cookies by our partners, affiliates, tracking utility company, service providers is not covered by our privacy statement. We do not have access or control over these cookies. Our partners, affiliates, tracking utility company, service providers use session ID cookies to make it easier for you to navigate our site.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include Internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data.



We do not link this automatically collected data to other information we collect about you.

We use Local Storage, such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our website or to display advertising based upon your web browsing activity also use HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.

We partner with a third party to manage our advertising on other sites. Our third party partner may use technologies such as cookies to gather information about your activities on other sites in order to provide you advertising based upon your browsing activities and interests. For security and privacy purposes, Keeper Security does not run third-party ads in its application. Please note you will continue to receive generic ads on other third-party websites.

We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile application.

Passwords

Your Keeper Security account information, user name, password and customer profile are password-protected so that you have secure access to entering and editing personal information. It is the user's responsibility to protect the security of their password. Access to Keeper Security services are protected by a unique user name and password that is known by you only. Keeper Security has designed internal security processes that encrypt customer passwords to protect it from being divulged or accessed by anyone other than you. Neither Keeper Security employees nor any of its contractors can obtain or access your password. Keeper Security employees or nor any of its contractors will ask you for your password via mail, email or telephone nor any other unsolicited manner.

Blogs

Our blog is managed by a third party application that may require you to register to post a comment. We do not have access or control of the information posted to the blog. You will need to contact or login into the third party application if you want the personal information that was posted to the comments section removed. To learn how the third party application uses your information, please review their privacy policy.

Third Party Links

When customers and users access and use Keeper Security, there may be links to websites and services operated by third parties. Keeper Security makes no representations or warranties about the policies of third party websites that are linked to Keeper Security or any of its services. Keeper Security recommends that you read the privacy policies posted by those third party websites.



Social Media Widgets

Our web site includes social media features, such as the Facebook Like button and widgets, such as the ShareThis button or interactive mini-programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our web site. Your interactions with these features are governed by the privacy policy of the company providing it.

Testimonials

We display personal testimonials of satisfied customers on our website in addition to other endorsements. With your consent, we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at support@keepersecurity.com.

Further Questions

If you have further questions about our Privacy Policy, email us at support@keepersecurity.com.