

SaaS Terms of Use

THESE TERMS OF USE (“TERMS” OR “AGREEMENT”) GOVERN YOUR RECEIPT, ACCESS TO AND USE OF THE SERVICES (DEFINED BELOW) PROVIDED BY THE APPLICABLE KEEPER ENTITY IN SECTION 1(G) (OR AS SPECIFIED YOUR ORDER FORM) (“KEEPER”). BY PURCHASING THROUGH AN ONLINE ORDERING PLATFORM, DOWNLOADING ANY SOFTWARE OR PROCESS REFERENCING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF SUCH PURCHASE IS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“CUSTOMER”) THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES SO ON BEHALF OF SUCH ENTITY AND REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR IF THE ENTITY DOES NOT AGREE WITH THESE TERMS OF USE, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. IF YOU HAVE PURCHASED THROUGH A THIRD PARTY THAT HAS INCORPORATED HEREIN BY REFERENCE AS A PART OF ITS AGREEMENT WITH YOU, ANY REFERENCES TO “KEEPER” HEREUNDER SHALL BE UNDERSTOOD TO MEAN “YOUR THIRD PARTY RESELLER ACTING FOR OR ON BEHALF OF KEEPER”. YOUR USE OF THE KEEPER WEBSITE OR SUBMISSION OF INFORMATION VIA ANY METHODS MADE AVAILABLE THERE (INCLUDING WEB FORM SUBMISSIONS, AUTOMATED CHAT, LIVE CHAT AND GENERAL EMAIL SUBMISSIONS) SHALL BE GOVERNED BY THE KEEPER [WEBSITE TERMS OF USE](#). CAPITALIZED TERMS HAVE THE MEANINGS SET FORTH HEREIN. YOU AND KEEPER MAY BE COLLECTIVELY REFERRED TO AS THE “PARTIES” OR INDIVIDUALLY AS A “PARTY.”

1. Definitions

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section.

- “**Administrative Console**” refers to the functionality which includes, without limitation, managing the provisioning and removal of Authorized End Users, enforcing security settings and policies, viewing usage data, access controls, assigning Authorized End Users to groups or subgroups, monitoring privileged access and activity reporting.
- “**Affiliate**” refers to any entity for so long as it is controlling, controlled by or under common control with a named Party (excluding governmental entities/agencies).
- “**Authorized End Users**” or “**Users**” means individuals who have authorized credentials to access the Software to enter, store, secure, encrypt, backup, share and restore confidential and sensitive information on computers and mobile devices for the purpose of protecting this information. Sensitive information may include, without limitation, website logins, passwords, passkeys, social security numbers, bank account numbers, access codes, pin codes and private notes.
- “**Confidential Information**” includes any information that is disclosed by one Party to the other that is identified as confidential at the time of disclosure or that a Party should, in the exercise of reasonable judgment, know is confidential to the other Party.
- “**Customer Data**” refers to the any data provided or made available by Customer or its Authorized End Users hereunder for processing by the Services including Authorized End Users’ vault records. Customer Data shall be considered Customer Confidential Information.
- “**Intellectual Property**” means all rights associated with patents, copyrights and other works of authorship; trademarks; service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software; and all other intellectual property.
- “**Keeper Security**” refers to:

Your Location	Keeper Entity	Keeper Address
Europe	Keeper Security EMEA Limited	5A King’s Terrace, Lower Glanmire Road, Cork T23 DX49, Ireland
		Prime Terrace KAMIYACHO, 4-1-13 Toranomon, Minato-ku, Tokyo, Japan
Japan	Keeper Security APAC KK	311 W. Monroe Street, Suite 406, Chicago, IL 60606, United States
Other	Keeper Security, Inc.	

- “**Licensed Material(s)**” refers to the Software and related documentation or Keeper Confidential Information that may be provided or made available by or on behalf of Keeper under this Agreement.
- “**Order**” refers to any ordering document setting forth the fees and other commercial terms of a particular transaction that is effective as of the date the completed document is received by Keeper. This includes as applicable: (i) purchase of Services made in full at the time of purchase and (ii) any valid unexpired quote issued by Keeper detailing the services (“Quote”) that is executed by Customer, (iii) any other such mutually executed document or (iv) any other mutually agreed mechanism for acceptance of a Quote. For clarity, any purchase order or similar document issued by Customer shall be construed solely as evidence of intent to accept the proposed terms pursuant to Customer’s internal business processes.
- “**Services**” refers to Keeper’s provision of the Software, the Licensed Materials and any support or related services to Customer hereunder as set forth in an Order.
- “**Software**” refers to Keeper’s proprietary mobile, desktop and web security software applications and platform including but not limited to Keeper Password Manager, KeeperChat, Keeper SDKs and Keeper Connection Manager.
- “**Subscription Fees**” refers to the recurring fees charged by Keeper for use of the Services as set forth in an Order.

2. License Grant

- License.** Keeper hereby grants to Customer a nonexclusive, non-transferable (except as otherwise expressly authorized herein), worldwide, internal only license during the term of this Agreement to use all Services set forth in a valid Order in the performance of its obligations hereunder. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Services hereunder comply with the terms and conditions set out in this Agreement. Customer also agrees to refrain from knowingly taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent. Unless expressly agreed in writing, all Services furnished to Customer under this Agreement shall be used by Customer only for Customer’s internal business purposes, shall not be shared with third parties nor reproduced or copied in whole or in part. Customer support is made available as described in the Keeper [Usage Guidelines and Information page](#). This Agreement shall extend to and shall govern use of the Services by Customer’s Affiliates whose acts and omissions shall be attributed to Customer, however any remedies shall remain exercisable by the named entities only.
- Limitations on Use.** Customer shall not use the Services for any unlawful purposes and agrees not to upload, post, email or otherwise transmit any material containing spam, viruses, Trojan horses, worms or other harmful/malicious code; any material that is illegal, libelous, abusive or obscene; or any material that violates the privacy or intellectual property rights of others. Customer further agrees not to reverse engineer, modify, hack, perform penetration or load testing, circumvent any security or licensing protocols, attempt to gain access to any unauthorized systems/data, translate, resell, distribute, create derivative works from, exploit, encumber or crack any portion of the Services; nor to interfere with or disrupt the integrity or performance of the Services. Except as expressly authorized herein, Customer shall not copy or reproduce the Services, its components, the documentation or any content.

3. Fees and Payment Terms

- Subscription Fees.** Access to the Services is subject to annual Subscription Fees as set forth at the time of purchase (via the Website or in an Order). Unless otherwise agreed, Subscription Fees are billed and collected annually in advance. Since the Software is delivered in full at the time of purchase and we cannot uninstall it from your device(s) all fees are nonrefundable and considered earned on receipt. Customer is responsible for any statutory fees, taxes and charges incurred in connection with Customer’s Keeper subscription at the rates in effect when the charges were incurred. Prices, fees and discounts for services are subject to change at the time of the next renewal upon prior written notice.
- Payment.** Payment for the Services may be made by a valid credit card, debit card or charge card (collectively referred to as “Payment Method”) as accepted by Keeper via its Website or as otherwise agreed in an Order. Unless otherwise agreed/directed, Customer authorizes Keeper to verify and charge the provided Payment Method for all subscription fees on a recurring basis. If Keeper cannot process a recurring payment, Customer will be notified and access to the account may be suspended until payment is received. Failure to provide a valid Payment Method within seven (7) days of notice may result in suspension or termination of the Agreement by Keeper. Keeper will not take any adverse actions (suspension, termination or imposition of additional fees) for unpaid Fees that are disputed in good faith within thirty (30) days, for so long as the parties are mutually cooperated to resolve such dispute (such fees “Disputed”, else “Undisputed”). Late payments for Undisputed fees may accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower. Customer shall be responsible for any costs (including attorney fees) reasonably incurred by Keeper related to its efforts to collect any missing or late payments for Undisputed fees.
- Upgrades, Adding Users.** Customer may upgrade or add Users to its account at any time directly via the Administrative Console at then-current rates or via execution of a valid unexpired quote for such additional services. When doing so, Customer will be charged for the prorated amount of Customer’s then-current yearly subscription. For example, if Customer adds a User after six (6) months, Customer will only be charged 50% multiplied by the per User annual fee (50% for ½ of the year) for the additional User. The full amount of the new upgraded plan will be charged annually thereafter. A standard annual billing cycle is 365 days.

4. Intellectual Property

The Services and the source code which it contains, is the property of Keeper 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, under the applicable laws of the United States and/or other countries as set forth in more detail on the [Keeper Brand Assets & Media page](#). The absence of a service name or logo from this list does not constitute a waiver of Keeper’s trademark or other intellectual property rights concerning that name or logo. Keeper is protected by U.S. patents as detailed on the [Keeper Patents](#) page. Any Customer suggestions, requests or improvements to the Services shall become the sole property of Keeper. All right, title and interest in and to the Services and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Keeper.

5. Term and Termination

This Agreement begins on the date of first use of the Services or purchase via an Order (whichever is first) and remains in effect until all Orders have expired or been terminated as expressly permitted herein (the “Term”). Either Party may terminate this Agreement for convenience upon written notice, effective upon the expiration or termination of all then-active Orders, and either Party may give written notice that an Order will not be renewed or extended. This Agreement (including access to the Services) may be suspended or terminated by either Party if the other Party fails to perform or observe any material term or condition of this Agreement (x) immediately where such failure is not capable of cure, including where such other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, becomes involved in an assignment for the benefit of its creditors, (y) on 10 days written notice where such failure is due to nonpayment of Undisputed fees or (z) on 30 days written notice where the failure continues uncured for such time frame after receipt of written notice. In the event of a Termination due to Keeper’s material breach, any prepaid unused fees will be refunded to the Customer. Upon termination or expiration of this Agreement, Customer will pay any outstanding Subscription Fees within thirty (30) days following such termination or expiration.

6. Representations and Warranties

- General.** Each Party represents and warrants that it has the right and authority to enter into this Agreement and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this Agreement and, in such event, “you” and “your” as used in this Agreement shall refer to such entity. Each Party also complies with all applicable laws and for business entities: (i) all applicable laws and regulations governing equal employment, having implemented policies prohibiting discrimination on the basis of protected classes including race, color, gender, sexual orientation, age, religion, gender identity, disability; and (ii) will maintain and adhere to a code of conduct that governs gifts, conflicts of interest, bribery, diversity, whistleblowing, harassment, non-retaliation, forced labor and personal conduct which apply to its company, officers, directors and employees.
- Compliance.** Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to the performance of its obligations under this Agreement, including copyright, privacy and communications decency laws.
- By Keeper Security:** Keeper will take appropriate security precautions consistent with industry standards to protect the Software from viruses, malware, disabling code, Trojan horses and other harmful code. The Software shall substantially conform in all material respects to and perform substantially in accordance with Keeper’s published documentation. Keeper regularly makes fixes, enhancements and upgrades to its Software for Customer benefit. The [Service Level Objectives](#) and the [Support Service Level Objectives](#) shall apply to and govern the performance of Keeper’s obligations hereunder.
- Customer Use.** Customer is solely responsible for the content of any of its or its Affiliates’ Authorized End User’s user of the Services as well as any of their postings, data or transmissions made using the Services and any other use of the Services using Customer’s account or credentials. Customer is responsible for properly configuring and using the Services in a manner that provides security and redundancy of its accounts and Customer Data, including the use of appropriate access controls to prevent unauthorized access to its Keeper accounts and Customer Data, encryption technology for all data in transit to prevent unauthorized access and an appropriate level of backup to prevent loss of Customer Data. Customer represents and warrants that it will: (i) not use the Services in a manner that is prohibited by any law or regulation or to facilitate the violation of any law or regulation, (ii) not violate or tamper with the security of any Keeper computer equipment or program and (iii) provide all notices and obtain all consents necessary for its and its Users use of the Services. Customer will not permit its use of the Services to violate the rights of any individual. Customer represents and warrants that it and its Users are not subject to U.S. sanctions or export restrictions. Customer shall not use, export or transfer the Services in violation of U.S. or other applicable export laws including using or accessing from prohibited regions. In the event of a breach of any obligations in this section 6 by Customer, Keeper may immediately and without notice suspend or terminate Customer access to the Services.
- Third-Party Websites and Services.** The Software permits users to link to third-party websites. These links are provided to you as a convenience and Keeper is not responsible for the content of any linked website. Keeper has no control over the content of such websites and does not endorse or accept any responsibility for the content or use of such website. Keeper does not make any guarantees or warranties of any kind with respect to any third party web sites, applications, services or solutions not provided by Keeper (“Third-Party Services”). Customer is solely responsible for Third-Party Services, including confidentiality and security for all data exchanged therewith. In no event shall Keeper be responsible for any claims or losses relating to the use of Third-Party Services.

7. Indemnification

- Customer.** Customer hereby agrees to defend, indemnify and hold harmless Keeper, its officers, directors and employees against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys’ fees) in connection with any claim or action brought by a nonaffiliated third party that arises from any breach by Customer of law or any third party privacy right.
- Keeper.** Keeper hereby agrees to defend, indemnify and hold harmless Customer, its officers, directors and employees against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys’ fees) in connection with any claim or action brought by a nonaffiliated third party that arises from (i) any breach by Keeper of law and (ii) the infringement of any patent, trademark or copyright of such third party to the extent resulting from Customer’s authorized use of the Software. If Customer’s use of Keeper’s Software is (or in Keeper’s reasonable opinion is likely to be) enjoined, Keeper may, at its sole option and expense (a) replace or modify the Software to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Software or c) if neither (a) nor (b) is commercially reasonable, terminate this Agreement and Customer’s rights hereunder and provide Customer a refund of any prepaid, unused subscription fees for such Software.
- Indemnification Procedure.** The indemnification hereunder shall be provided on the condition that: (i) the claim is not the result of a violation of this Agreement by the indemnified Party, (ii) any claim relating to a violation of a third party’s intellectual property rights is not the result of a modification of the Software nor of a combination of the Software with any other intellectual property or components, in either case by or at the direction of Customer, (iii) the indemnified Party shall provide the indemnifying Party with prompt written notice of the claim and (iv) the indemnified Party shall provide reasonable cooperation and full authority to defend or settle the claim (provided that it shall not settle any claim in a manner that assigns any wrongdoing or imposes any liability upon the indemnified Party). The indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. With respect to any claim for which indemnification is provided, it shall be the sole and exclusive remedy.

8. Keeper Security and Data Protection Controls

- Data Access and Controls.** Keeper is a certified cybersecurity company with strict controls about privacy, security and confidentiality. The appropriate processes and controls are in place to protect the security, privacy and confidentiality of Customer Data. As a result of Keeper’s operations and internal controls, the collection of Customer Data is limited to general information that allows Keeper to service the Customer’s account in the event the Customer needs support services. Keeper utilizes a proprietary Zero-Knowledge Security Architecture. As such, only the Customer has knowledge of and access to its master password and the encryption keys that are used to encrypt and decrypt Customer’s vault records. Keeper’s [Privacy Policy](#) as well as the [Data Processing Addendum](#) (“DPA”), are each incorporated herein and shall govern the handling of personal data provided hereunder. For clarity, Keeper is permitted to collect, use, and analyze aggregated anonymized usage, telemetry and operational data relating to use of the Services for purposes of optimizing, securing, supporting, and improving the Services, provided that such data does not include Customer Data or permit identification of Customer or its Authorized End Users.
- Security Policies and Disclosure.** Consistent with the foregoing paragraph, Keeper maintains strict data security measures, controls and policies in accordance with Keeper’s [published security disclosures](#). Keeper shall maintain consistent or improved levels of security policies, procedures and controls during the term of this Agreement.

9. Confidential Information

- Restrictions on Use and Disclosure.** Each Party agrees: (a) to protect and safeguard the other Party’s Confidential Information against unauthorized use, publication or disclosure with the same degree of care that it uses to protect the confidentiality of its own Confidential Information and, in any event, not less than reasonable care; (b) to restrict access to the other Party’s Confidential Information to those of its and its Affiliates officers, directors, employees, agents, attorneys, accountants, investment advisors and contractors who have a strict need to know such information for the purpose of this Agreement and are bound by confidentiality obligations that afford the Confidential Information a substantially similar level of protection as is afforded by this Agreement; and (c) not to use or permit others to use, the other Party’s Confidential Information except as is reasonably necessary to perform its obligations or exercise its rights under this Agreement. Each Party will destroy all Confidential Information of the other Party upon the termination or expiration of this Agreement or upon the request of the other Party; provided, however, neither Party will be required to destroy information or materials that it must retain during or after termination or expiration of this Agreement in order to comply with any legal or regulatory obligation or properly perform in accordance with this Agreement. Except as expressly permitted in writing, neither party shall make any Confidential Information received hereunder available to any artificial intelligence tools (including generative AI or large language models), except solely for the receiving party’s internal use in a secure, access-controlled environment that does not result in AI model training or in the unauthorized retention, disclosure or use of such information.
- Exceptions.** The foregoing restrictions do not apply to information that: (a) is already known to the receiving Party without restriction on use or disclosure at the time of communication to the receiving Party; (b) is or becomes publicly known through no wrongful act or inaction of the receiving Party; (c) has been rightfully received from a third party authorized to make such communication, without restriction on use or disclosure; or (d) has been independently developed by the receiving Party without use of the Confidential Information of the other Party. If and to the extent provided by applicable law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable law, notice will be given as soon as the receiving Party is legally permitted) to the disclosing Party to permit the disclosing Party to intervene and to request protective orders or confidential treatment before or after other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render if non-confidential and the receiving Party’s obligations with respect to Confidential Information of the disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding the foregoing, each party may disclose Confidential Information without prior notice in connection with a routine regulatory examination not specifically directed at the other party or its data/services. Notwithstanding any provisions herein, if Customer is a government entity, Customer will comply with all laws applicable to it with respect to disclosure of public information.
- Remedies.** Each Party understands and acknowledges that any disclosure or misappropriation of any of the disclosing Party’s Confidential Information in violation of this Agreement may cause the disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing Party will have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing Party will deem appropriate. Such right of the disclosing Party will be in addition to the remedies otherwise available to the disclosing Party at law or in equity.

10. Disclaimer and Limitation of Liability.

10.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND KEEPER DOES NOT WARRANT THAT IT WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM ITS USE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, KEEPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KEEPER IS UNDER NO CIRCUMSTANCES RESPONSIBLE FOR THE UNIQUE VALUE OF ANY DATA STORED IN ITS SOLUTION.

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

10.3 IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, EITHER PARTY IS FOUND LIABLE TO THE OTHER PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED: (a) TO TWO TIMES THE AMOUNT PAID IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM IN CONNECTION WITH SUCH PARTY’S INDEMNIFICATION OBLIGATIONS; OR (b) TO THE AMOUNT PAID FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM IN ALL OTHER CASES.

10.4 THE LIMITATIONS IN THIS SECTION TO WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, BUT SHALL IN NO EVENT APPLY TO A PARTY’S OBLIGATIONS TO PAY FOR FEES INCURRED HEREUNDER; A PARTY’S VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY; A PARTY’S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED BY LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY RIGHTS OR REMEDIES THAT MAY NOT BE WAIVED UNDER APPLICABLE LAW.

11. Export Controls

- Keeper’s software utilizes strong encryption using a 256-bit AES cipher and is approved for export by the U.S. Department of Commerce Bureau of Industry and Security under license #5D992. Customer warrants that it is 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 Services is (1) a nation 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 Customer becomes a Restricted Person during the Term of this Agreement, Customer shall promptly notify Keeper and Keeper shall have the right to terminate any further obligations to Customer, effective immediately and with no further liability to Customer, but without prejudice to Customer outstanding accrued obligations to Keeper.
- Customer shall not utilize the Services 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. Customer may not remove or export from the United States or allow the export or re-export of the Services in violation of any restrictions, laws or regulations of the United States or any other applicable country.

12. General Provisions

- Relationship Created.** The relationship between Keeper and Customer established by this Agreement is solely that of independent contractor. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties, nor shall either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
- No Third-Party Beneficiaries.** This Agreement is an agreement between the Parties and confers no rights upon either Party’s employees, agents, contractors, partners or customers or upon any other person or entity.
- ARBITRATION.** EXCEPT FOR DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO OWNERSHIP, VALIDITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES THEN IN EFFECT. THE ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. THE ARBITRATOR SHALL HAVE THE EXCLUSIVE AUTHORITY TO RESOLVE ALL ISSUES RELATING TO THIS PROVISION. THE ARBITRATION SHALL TAKE PLACE IN WILMINGTON DELAWARE BEFORE A SINGLE ARBITRATOR. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, NOTWITHSTANDING THE FOREGOING; IF APPLICABLE LAW DOES NOT PERMIT THE RESOLUTION OF DISPUTES BY BINDING ARBITRATION OR RESTRICTS THE ENFORCEABILITY OF THIS ARBITRATION PROVISION WITH RESPECT TO A PARTICULAR CUSTOMER, SUCH DISPUTES SHALL BE RESOLVED EXCLUSIVELY IN ACCORDANCE WITH SECTION 12.G TO THE EXTENT THIS PROVISION IS UNENFORCEABLE.
- Assignment.** This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by either Party except with the other Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; except, however, Keeper may assign this Agreement in its entirety, without Customer’s consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets.
- Headings.** The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- Force Majeure.** In the event that Keeper is unable to perform any of its obligations under this Agreement because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental entities, actions or decrees of governmental bodies or communication line failure not the fault of Keeper or other causes beyond Keeper’s reasonable control (a “Force Majeure Event”) Keeper shall give notice to Customer and shall take commercially reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, Keeper may by giving written notice immediately terminate this Agreement as provided herein.
- Governing Law, Jurisdiction and Venue.** With regard to any claims not resolved under 12.c, this Agreement shall be exclusively: brought before the courts of and construed (without regard to conflict of law provisions) pursuant to the law of that of the applicable Keeper Entity as specified in the following table:

Keeper Entity	Governing Law & Venue
Keeper Security, Inc.	Delaware, United States
Keeper Security EMEA Limited	Ireland
Keeper Security APAC KK	Tokyo, Japan

The U.N. Convention on Contracts for the International Sales of Goods is hereby expressly excluded.

- Governmental agencies.** In the event that the Customer is a governmental entity or agency, any provision of this Agreement that conflicts with or is inconsistent with, any applicable law, regulation or mandatory policy governing such entity shall be deemed null, void and of no effect to the extent of such conflict. All remaining provisions of this Agreement shall remain valid and enforceable. Customer shall promptly notify Keeper in the event the Keeper seeks to rely on or enforce a provision that is rendered unenforceable under this Section.

- Entire Agreement & Survival.** This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire Agreement between the Parties shall replace and supersede any prior agreements governing this subject matter. In the event of a conflict, the order of priority shall be (i) any Order, (ii) the [DPA](#), (iii) this Agreement and (iv) any reference policies. The termination or expiration of this Agreement shall not relieve either party of any obligations incurred prior thereto, nor shall it affect any provisions of this Agreement that expressly or by implication are intended to survive termination or expiration, including those relating to confidentiality, indemnification, limitation of liability and governing law. Any ambiguities in this Agreement shall be interpreted in a manner consistent with its commercial purpose and not strictly for or against either Party.

- Amendment.** No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing and signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement or the applicable Order, shall be binding upon Keeper or effective for any purpose, unless accepted by Keeper in writing. It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Keeper’s industry or between the Parties shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part thereof. Notwithstanding the foregoing, Keeper may modify or replace this Agreement, with any such changes taking effect at a subsequent purchase or renewal, provided they do not materially diminish Customer rights.

- Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- Waiver.** No delay or failure of Keeper or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Keeper or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

- Publicity.** Neither Party shall make any other public use of the other Party’s name, logos or trademarks, material or the other Party’s written consent.

- Notices & Language.** Legal notices related to this Agreement shall be sent: (i) for Keeper to contracts@keepersecurity.com; and (ii) for Customer, to the admin designated during implementation or as otherwise directed by Customer in writing. This Agreement may be translated into other languages for convenience only. In the event of any inconsistency or conflict between the translated version and the English language version, the English language version shall exclusively govern and control.

- Evaluation Usage.** Notwithstanding anything to the contrary in the Agreement: (a) Should a trial or free download of any product or component be available, Customer’s use thereof (“Evaluation”) is entirely optional and at Customer’s sole discretion; (b) the Evaluation is provided without commitment of support and may be modified, suspended or discontinued at any time without prior notice from Keeper; (c) the Evaluation may experience reduced performance, reliability or availability compared to the generally available Services; (d) the Evaluation has not undergone the same security reviews, safeguards or compliance audits as the Services; and (e) KEEPER DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM OR RELATING TO CUSTOMER’S EVALUATION, WHICH IS PROVIDED “AS IS” AND AT CUSTOMER’S OWN RISK.