KEEPER

Keeper Security, Inc.

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 ACCESS 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 KEEPER'S SERVICES 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 THROUGH INCLUDING WEB FORM SUBMISSIONS, AUTOMATED CHAT, LIVE CHAT AND GENERAL EMAIL SUBMISSIONS MAY 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 retrieve confidential and sensitive information on computer systems 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. For clarity, in collecting Feedback, Customer may use Services through authorized non-human identities, including machine identities, workload identities and agentic identities, solely where and as specified in an Order.
- **"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 under the circumstances.
- **"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' security answers, 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 EY49, Ireland
		Prime Tennoz KAMIYACHO, 6-13 Tennozsan, Minato-ku, Tokyo, Japan
Japan	Keeper Security APAC KK	351 W. Monroe Street, 504-4ok, Chicago, IL 60606, United States
Other	Keeper Security, Inc.	

- **"Licensed Material(s)"** refers to the Services 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 an applicable: (i) purchase of Services made via the Keeper Website, (ii) any valid unexpired quote issued by Keeper and signed by the services ("Quote") that is executed by Customer, (iii) any other such formally 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 purchase pursuant to Customer's purchase obligations hereunder.
- **"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, Keeper Chat, 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

a. **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 Authorized End Users comply with the terms of this Agreement and to notify Keeper promptly of any violations of which it becomes aware. 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 granted in writing by Keeper, Customer's rights granted hereunder do not include any right to: (i) resell, lease, or sublicense such Services; (ii) use such Services for timesharing or service bureau purposes; or (iii) use such Services in any manner that is not expressly authorized by this Agreement. Customer's rights granted hereunder 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 Usage Guidelines and Information page. This Agreement governs any updates that supplement or replace the Services, unless Keeper provides a separate agreement for the 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. Keeper may, at its sole discretion, for as long as it deems necessary to resolve such disputes (such fees "Disputed Fees", "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 all reasonable costs incurred by Keeper related to its efforts to collect any missing or late payments for Undisputed fees.
b. **Authorized Users.** Customer may designate Users to the account at any time directly via the Administrative Console at their 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 and there are 6 months remaining in the then-current Term, Customer will be charged fifty percent (50%) of the per 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 laws, international treaty, international conventions and other countries' laws. Keeper owns all right, title and interest in and to the Services, including any and all Feedback. "Keeper", "Keeper Chat" 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 & Guidelines page. Keeper reserves all rights not expressly granted in this Agreement. Keeper owns all trademarks and other intellectual property rights concerning their 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 provided herein (the "Term"). Either Party may terminate this Agreement for convenience or non-renewal of an Order upon thirty (30) days' written notice sent to the other Party (or prior written notice before the applicable renewal date, with such termination or non-renewal effective upon the expiration or termination of all such Orders). The Agreement may be terminated, including access to the Services, immediately upon written notice by either Party if the other Party: (i) materially or observes any material term or condition of this Agreement; (ii) immediately where such failure is not capable of cure, including where such other Party becomes insolvent or insolvent or admits or becomes unable to pay its debts as they mature, makes an assignment for the benefit of creditors, files a petition of bankruptcy (within thirty days of filing), becomes adjudicated bankrupt, becomes involved in an assignment for the benefit of its creditors; (c) on 30 days written notice where such failure is due to circumstances of Force Majeure that last for more than 30 consecutive days; or (d) immediately upon written notice by Keeper if Customer is in breach of Section 2. 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

a. **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 is bound or any of its property is subject. If you are accepting this Agreement on behalf of your employer, 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. The Software shall operate substantially in accordance with the Documentation and shall comply with laws and regulations governing equal employment, having implemented policies prohibiting discrimination on the basis of protected classes including race, color, gender, sexual orientation, religion, gender identity, disability, national origin, veteran status, genetic information or age and policies prohibiting sexual harassment, workplace violence, bribery, diversity, whistleblowing, harassment, non-retaliation, forced labor and personal conduct which apply to its company, officers, directors and employees.
b. **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 by such Party of this Agreement, and, if any consent, approval or filing with any governmental authority is required, all such consents, approvals and filings have been duly obtained. Each Party shall, at its own expense, maintain in full force and effect, obtaining and maintaining any applicable permits, licenses, registrations and approvals necessary for its performance of its obligations under this Agreement, including copyright, privacy and telecommunications licenses, where applicable. 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 training on such data, and only where such use is necessary to perform its obligations.
c. **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 without restriction on use or disclosure and without breach of any duty; (d) is independently developed by or for the receiving Party without use of the Confidential Information; or (e) the disclosing Party has provided written consent to disclosure or use of the Confidential Information. Disclosure of the Confidential Information shall not be deemed to be an 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 may participate in the defense of any claim at its own expense with counsel of its choice without relieving the indemnifying Party 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

a. **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 privacy and security 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 or requires assistance with its account. Keeper does not have access to Customer's Master Password, Secret Key or Private Key which are required to decrypt and encrypt Customer Data. 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"). Keeper is not responsible for Third-Party Services, including the content, availability 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

a. **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 third party that arises from any breach by Customer of law or any third party privacy right.
b. **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 noninfringement by the indemnifying Party to any intellectual property right in violation of the Agreement, except to the extent that the claim arises from: (i) Customer's misuse of the Service or combination of the Software with any other intellectual property or components, in either case by or at the direction of Customer; (ii) the indemnified Party shall provide the indemnifying Party with prompt written notice of such claim (but in no event later than 30 days after receipt of such claim); (iii) the indemnified Party shall grant sole 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 may participate in the defense of any claim at its own expense with counsel of its choice without relieving the indemnifying Party of its own choosing. With respect to any claim for which indemnification is provided, it shall be the sole and exclusive remedy.

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9. Confidential Information

a. **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 its own Confidential Information of like kind (but in no event 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, advisors, auditors and contractors who have a need to know such Confidential 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, other Party's Confidential Information for any purpose outside the scope of this Agreement, except with the other Party's prior written consent to 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 Confidential Information that it must retain by law or pursuant to its bona fide document retention policies. 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.

10. Representations and Warranties

a. **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 is bound or any of its property is subject. If you are accepting this Agreement on behalf of your employer, 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. The Software shall operate substantially in accordance with the Documentation and shall comply with laws and regulations governing equal employment, having implemented policies prohibiting discrimination on the basis of protected classes including race, color, gender, sexual orientation, religion, gender identity, disability, national origin, veteran status, genetic information or age and policies prohibiting sexual harassment, workplace violence, bribery, diversity, whistleblowing, harassment, non-retaliation, forced labor and personal conduct which apply to its company, officers, directors and employees.
b. **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 by such Party of this Agreement, and, if any consent, approval or filing with any governmental authority is required, all such consents, approvals and filings have been duly obtained. Each Party shall, at its own expense, maintain in full force and effect, obtaining and maintaining any applicable permits, licenses, registrations and approvals necessary for its performance of its obligations under this Agreement, including copyright, privacy and telecommunications licenses, where applicable. 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 training on such data, and only where such use is necessary to perform its obligations.
c. **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 without restriction on use or disclosure and without breach of any duty; (d) is independently developed by or for the receiving Party without use of the Confidential Information; or (e) the disclosing Party has provided written consent to disclosure or use of the Confidential Information. Disclosure of the Confidential Information shall not be deemed to be an 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 may participate in the defense of any claim at its own expense with counsel of its choice without relieving the indemnifying Party of its own choosing. With respect to any claim for which indemnification is provided, it shall be the sole and exclusive remedy.

11. Disclaimer and Limitation of Liability.

(c) 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, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, KEEPER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KEEPER IS UNDER NO CIRCUMSTANCES RESPONSIBLE FOR THE UNIQUE VALUE OF ANY CUSTOMER DATA.

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL KEEPER OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL 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 SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) 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 LIABILITY OF EITHER PARTY AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND AGENTS SHALL NOT EXCEED 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, IN THE EVENT THAT NO SUCH AMOUNTS HAVE BEEN PAID, THE MAXIMUM LIABILITY SHALL NOT EXCEED $1,000 USD. THE FOREGOING LIMITATIONS APPLY TO OTHER CASES.

(c) THE LIMITATIONS IN THIS SECTION 10 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 RIGHTS, A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT NOT PROHIBITED 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

a. 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 Exception ENC pursuant to the Export Administration Regulations (EAR) and may be subject to the export control laws of any other applicable jurisdiction. Customer represents that it is not a resident of any country, nor is it controlled by the government of any country, nor an entity of any such country, subject to any U.S. embargo or that has been designated by the U.S. Treasury Department, (2) designated as a Specially Designated National or individual or entity prohibited by any applicable jurisdiction. Customer's compliance with these export laws is a condition of this Agreement. Customer shall promptly notify Keeper in the event Customer becomes subject to any such embargo or designation.

12. General Provisions

a. **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.
b. **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 any other person or entity.
c. **ARBITRATION.** THIS SECTION 12(C) APPLIES ONLY WHERE THE APPLICABLE KEEPER ENTITY IS KEEPER SECURITY, INC. EXCEPT FOR DISPUTES, CLAIMS OR CONTROVERSIES BROUGHT OUT OF OR RELATING TO KEEPER'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIAL INFORMATION, ANY DISPUTE, CLAIM OR 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 RELATED TO THE ARBITRATION, INCLUDING ANY DISPUTES OVER ARBITRABILITY. THE ARBITRATION SHALL BE CONDUCTED BY 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 DEEMS ANY OF THE FOREGOING RESOLUTIONS OF DISPUTES TO BE UNENFORCEABLE OR INAPPLICABLE, THE ENTIRETY OF THIS ARBITRATION PROVISION WITH RESPECT TO A PARTICULAR CUSTOMER, SUCH DISPUTES SHALL BE RESOLVED EXCLUSIVELY IN ACCORDANCE WITH SECTION 12.D. TO THE EXTENT THIS PROVISION CONFLICTS WITH SECTION 12.D.
d. **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.
e. **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 agencies, actions or decrees of governmental bodies or communication line failure not the fault of Keeper or other circumstance beyond Keeper's reasonable control (a "Force Majeure Event"), Keeper shall use commercially reasonable efforts to avoid or remove such causes of nonperformance. 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, the Party not affected may give written notice to immediately terminate the Agreement as provided herein.
f. **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 Sale of Goods is hereby expressly excluded.

g. **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 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.
h. **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) this Agreement, (ii) the Order. This Agreement and any referenced policies may be modified by Keeper from time to time in its sole discretion, provided that any modifications do not materially reduce the overall obligations incurred per there, nor shall any provisions of this Agreement be interpreted against the drafter 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 modifying effect of a subsequent version not applying retroactively to any dispute arising before such version.
i. **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 in any way not be affected or impaired thereby.
j. **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.
k. **Publicity.** Neither Party shall make any other public use of the other Party's name, logos or trademarks, without the other Party's written consent.
l. **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 to the Customer Service Email Address on file. Notices may be translated into other languages for convenience purposes 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.
m. **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 is limited to Customer's internal, non-commercial evaluation purposes for a period of thirty (30) days unless a longer period is specified by Keeper, which may be modified, suspended or discontinued at any time without prior notice from Keeper; (c) the Evaluation may experience reduced performance, reliability or availability and may not include support; (d) the Evaluation may not incorporate the same security reviews, safeguards or compliance audits as the Services; and (e) KEEPER DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM CUSTOMER'S USE OF THE EVALUATION, WHICH IS PROVIDED "AS IS" AND AT CUSTOMER'S OWN RISK.