

ISRG PRIO SERVICES

SUBSCRIBER AGREEMENT

This Subscriber Agreement (this “**Agreement**”) is a legally binding contract between you and, if applicable, the company, organization or other entity on behalf of which you are acting (collectively, “**You**” or “**Your**”) and Internet Security Research Group (“**ISRG**,” “**We**,” or “**Our**”) regarding Your and Our rights and duties relating to Your use of Prio technology services offered by ISRG. If you are acting on behalf of a company, organization or other entity, you represent that you have the authority to bind such entity to this Agreement.

1. Definitions and Terms

“Aggregate User Data” — Data relating to Application Users that contains only aggregate information about such Application Users and no information that is specific to any single Application User.

“Application” — A software application operated or distributed by You that collects data relating to the end user thereof.

“Application User” — The end user of an Application.

“ISRG Prio Services” — The electronic services offered by ISRG, as described at: <https://abetterinternet.org/prio/>

“Private Key” — A key kept secret by its holder and which is used in public key cryptography to create digital signatures and to decrypt messages or files that were encrypted with the corresponding public key.

“Raw User Data” — Any data relating to one or more individual Application Users, which data is collected by an Application and is non-aggregate.

“User Data” — Raw User Data and Aggregate User Data, collectively.

2. Agreement Term

2.1 Effective Date of Agreement

This Agreement is effective on the first submission of Raw User Data by You, or on Your behalf, to ISRG Prio Services.

2.2 Term

This Agreement will remain in force during the entire period during which Raw User Data is being submitted by You, or on Your behalf, to ISRG Prio Services, through the time during which ISRG retains (has not yet deleted) Your User Data.

2.3 Survival

Sections in this Agreement concerning privacy, indemnification, disclaimer of warranties, limitations of liability, governing law, choice of forum, and limitations on claims against ISRG, shall survive any termination or expiration of this Agreement.

3. Your Warranties and Responsibilities

3.1 Warranties

By using ISRG Prio Services:

- **You warrant** to ISRG and the public-at-large that You will only provide ISRG with a portion of each Application User's Raw User Data such that ISRG will never be able to construct a complete and de-anonymized copy of any particular Application User's data.
- **You warrant** to ISRG and to the public-at-large that you will not request access to, or undertake any effort to obtain, any Raw User Data from ISRG, including that which was submitted to ISRG by You or on Your behalf.
- **You warrant** to ISRG and the public-at-large that You will not undertake any other actions which might compromise the integrity of the Prio systems intended to protect the privacy of Application Users.
- **You warrant** to ISRG and the public-at-large that You have taken, and **You agree** that at all times that You will take, all appropriate, reasonable, and necessary steps to maintain control of, secure, properly protect and keep secret and confidential any Private Keys that are involved in the protection of User Data.

3.2 Rights in User Data

ISRG will not acquire any ownership rights in any User Data. You may request that ISRG delete User Data at any time.

3.3 Indemnification

You agree to indemnify and hold harmless ISRG and its directors, officers, employees, agents, and affiliates from any and all liabilities, claims, demands, damages, losses, costs, and expenses, including attorneys' fees, arising out of or related to: (i) any misrepresentation or omission of material fact by You to ISRG, irrespective of whether such misrepresentation or omission was intentional, (ii) your violation of this Agreement, (iii) any compromise or unauthorized use of User Data or associated Private Keys, or (iv) Your misuse of User Data. If applicable law prohibits a party from providing indemnification for another party's negligence or acts, such restriction, or any other restriction required by law for this indemnification provision to be enforceable, shall be deemed to be part of this indemnification provision.

4. ISRG's Rights and Responsibilities

4.1 Privacy

ISRG's collection, storage, use and disclosure of User Data in connection with ISRG Prio Services are governed by the ISRG Prio Services Privacy Policy at: <https://abetterinternet.org/prio/>.

4.2 Data Deletion

ISRG will delete Raw User Data provided to ISRG by You or on Your behalf within a reasonable time after ISRG has completed or otherwise terminated the processing thereof.

4.3 Disclaimer of Warranties and Limitation of Liability

ISRG Prio Services are provided "as-is" and ISRG disclaims any and all warranties of any type, whether express or implied, including and without limitation any implied warranty of title, non-infringement, merchantability, or fitness for a particular purpose, in connection with ISRG Prio Services.

Because ISRG Prio Services are sometimes offered free-of-charge or at below ISRG's cost, ISRG cannot accept any liability for any loss, harm, claim, or attorney's fees in connection with such services. Accordingly, you agree that ISRG will not be liable for any damages, attorney's fees, or recovery, regardless of whether such damages are direct, consequential, indirect, incidental, special, exemplary, punitive, or compensatory, even if ISRG has been advised of the possibility of such damages. This limitation on liability applies irrespective of the theory of liability, i.e., whether the theory of liability is based upon contract, warranty, indemnification, contribution, tort, equity, statute or regulation, common law, or any other source of law, standard of care, category of claim, notion of fault or responsibility, or theory of recovery. The parties agree that this disclaimer is intended to be construed to the fullest extent allowed by applicable law.

Notwithstanding the foregoing paragraph, if You have entered (or are entering) into a separate agreement with ISRG under which You agree to pay ISRG fees for ISRG Prio Services, and such agreement contains a provision that limits ISRG's liability in connection with ISRG Prio Services, then to the extent ISRG accepts more liability in connection with ISRG Prio Services under such provision than under the foregoing paragraph, such provision will govern and control.

By way of further explanation regarding the scope of the disclaimer, and without waiving or limiting the foregoing in any way, ISRG does not make, and ISRG expressly disclaims, any warranty regarding its right to use any technology, invention, technical design, process, or business method used in providing ISRG Prio Services. You affirmatively and expressly waive the right to hold ISRG responsible in any way, or seek indemnification against ISRG, for any infringement of intellectual property rights, including patent, trademark, trade secret, or copyright.

5. Additional Terms

5.1 Governing Law

The parties agree that the laws of the State of California govern this Agreement, irrespective of California's choice of law and conflicts of law principles.

5.2. Choice of Forum

Any claim, suit or proceeding arising out of this Agreement must be brought in a state or federal court located in San Jose, California.

5.3 Limitation on Claims against ISRG

Any claim, suit or proceeding against ISRG arising out of this Agreement must be commenced within one year of any alleged harm, loss, or wrongful act having occurred.

5.4 No Third-Party Beneficiary

This Agreement does not create rights in favor of any third parties. Furthermore, it is the express intent of the parties that this Agreement shall not be construed to confer any rights on any third party.

5.5 Entire Agreement

This Agreement, together with any documents incorporated by reference in any of the foregoing, constitutes the entire Agreement between You and ISRG concerning the subject matter hereof.

5.6 Amendment

ISRG may modify this Agreement from time to time. Each modified version of this Agreement will be posted to ISRG's Prio Services website (abetterinternet.org/prio/) at least fourteen (14) days before it becomes effective. If such new version contains material changes and You have provided ISRG with an email address, ISRG will send an email to such address notifying You of such new version at least fourteen (14) days before it becomes effective.

5.7 Severability

If any provision of this Agreement is found to be invalid, unenforceable, or contrary to law, then the Agreement will be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent or, if that is not possible, by striking the provision and enforcing the remainder of this Agreement.

5.8 Authorization of ISRG to Send Emails

By entering into this Agreement, You authorize ISRG to send You emails relating to Your use of ISRG Prio Services.

ISRG may send You such emails using any email address You provide to ISRG or an address that is publicly associated with You.