

As of 3 March 2020

Legalese can be tedious and heavy. Authentic8 wants to deliver a valuable service, but there are some basic ground rules, which are described below. You need to read the complete document, but basically:

When you register to use Authentic8, we store the information you give us, including any website credentials that you chose to store with us.

Should you store your credentials with us, Authentic8 will help you log in to your web-based accounts. Our servers do this automatically, and we will never access your credentials unless you tell us to.

We can't always anticipate problems with other websites or web services, and so we can't be responsible for your relationship with those third parties.

Please don't attempt to decompile or otherwise reverse engineer our software.

Likewise, we take a rather dim view of someone trying to hack or spoof Authentic8 so please don't try to attack our service.

Please don't do anything illegal using Authentic8. We reserve the right to report illegal activities to the appropriate law enforcement or civil authorities.

We believe in rapid iteration, and so we're always updating Authentic8, including the App software you install on your computer. We do this to give you access to new features, as well as to constantly improve security. When we make changes, we'll do our best to inform you.

That is essentially it. The full legal text is below—and you should review it—but we wanted to give you some plain language up front. Thanks for reading.

This Commercial Supplier and License Agreement (“Agreement”) is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Authentic8, Inc. (“Authentic8” or “Company” or “Supplier”) with its principal place of business at 555 California St., Suite 3360, San Francisco, CA 94104, USA. This Agreement governs the Customer’s use of the Supplier software (the “Licensed Software”) and the Supplier documentation made available for use with such software. “You” or “Customer” or “Licensee” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order ADM 4800.2I, as may be amended from time to time.

1. [RESERVED]

2. Acknowledgment and Disclaimer

You acknowledge that the Authentic8 Service may not be in final form or fully functional and may not operate properly or contain errors. You assume all risk arising from use of the Authentic8 Service including, without limitation, the risk of damage to your computer system or the corruption or loss of content or information. Authentic8 makes no representations or warranties regarding the suitability of the Authentic8 Service for your intended requirements or purposes or regarding any data or information that you download or access through the use of the Authentic8 Service. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulation, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

3. Feedback

You agree that all feedback and comments and suggestions for improvements to the Authentic8 Service (collectively, "Feedback") provided to Authentic8 will be the sole and exclusive property of Authentic8 and you hereby assign to Authentic8 and agree to assign to Authentic8 all of your right, title, and interest in and to all Feedback, including all intellectual property rights therein. From time to time, Authentic8 may submit for Your review and approval documents required to enable Authentic8 to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback. Authentic8 to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback.

4. Eligibility

The Authentic8 Service is intended solely for persons who are 18 or older. Any access to or use of the Authentic8 Service by anyone under 18 is expressly prohibited. By accessing or using the Authentic8 Service you represent and warrant that you are 18 or older.

5. User Accounts

1. **Registration.** Past a trial period designated by Authentic8, you may only use the Authentic8 Service if you have a current, valid subscription. In order to use the Authentic8 Service, you must register to create an Authentic8 user account, or multiple user accounts if your subscriptions permits a pre-set number of authorized users. During the registration process, you will be required to provide certain information and you will establish a username and a password. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. You are responsible for safeguarding your login credentials. You agree not to disclose your login credentials to any third party and to take sole responsibility for any activities or actions under your user account(s), whether or not you have authorized such activities or actions, including actions taken by users to whom you have granted access and use of the Authentic8 Service on your behalf, directly or through your account administrators. You will immediately notify Authentic8 of any unauthorized use of your user account.

2. Increases in Base Numbers. You may increase the base number of authorized users through the execution of an additional order form at any time during the term of your subscription at the same per user pricing as the underlying subscription pricing, prorated for the remaining portion of the term of your subscription. If you increase the base number of authorized users, those account will co-terminate on the same date as the underlying subscription term.
3. Decreases in Base Numbers. You may only decrease the base number of authorized users at the end of your current subscription term before your renewal of the subscription. You must let us know if you plan to decrease the base number of authorized users at least thirty (30) days prior to the end of your current subscription term.
4. Subscription Renewals. If you increase the base number of authorized users during your current subscription term, your next subscription term will based on that base number of authorized users unless you notify us your intent to decrease the base number of authorized users at least thirty (30) days prior to the end of your current subscription term. You Subscription does not automatically renew; it will be renewed through the execution of a contract modification or exercising an option period.
5. Monitoring Use. You are responsible for monitoring your use and the use of other users on your subscription and for enforcing the limitations in these terms. We may review your use of such subscriptions at any time through the Service.

6. Third Party Websites – Account Information

1. As a registered user of the Authentic8 Service, you may have the option of providing Authentic8 with login information and credentials, including but not limited to usernames and passwords, and other account information for your personal accounts with certain third party websites, in order to allow Authentic8 to use, store and submit your credentials on your behalf to access your accounts with such third party websites. By providing Authentic8 with such credentials, you understand and agree that Authentic8 will use, store and submit your credentials on your behalf, in order to provide the Authentic8 Service in accordance with your user account settings. You have the ability to disable the storage and submission of your credentials for your account with any third party website at any time by adjusting your Authentic8 user account settings. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH THIRD PARTY WEBSITE IS GOVERNED BY THE AGREEMENT YOU HAVE WITH SUCH THIRD PARTY WEBSITE. ANY RISK OF LOSS RELATING TO THE USE OF SUCH THIRD PARTY WEBSITES REMAINS ENTIRELY WITH YOU.
2. You acknowledge and agree that Authentic8 is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

3. Authentic8 cannot always anticipate technical or other problems with third party websites which may result in service interruptions, a loss of your personalization settings or an inability to submit your credentials on your behalf. Authentic8 cannot assume responsibility for the deletion, non-delivery or failure to store or submit on your behalf any of your credentials, or loss of other information or settings on such third party websites.

7. Rights You Grant to Authentic8

By submitting your credentials for third party websites to Authentic8, you hereby authorize Authentic8 to use, store and submit such credentials on your behalf, log into such third party websites on your behalf and to configure the Authentic8 Service so that it is compatible with such third party websites. Authentic8 may use, store and submit such credentials on your behalf, but only to the extent necessary to provide the Authentic8 Service to you. You represent and warrant that you are entitled to submit such credentials to Authentic8 for this purpose, without any obligation by Authentic8 to pay any fees or other limitations. YOU ACKNOWLEDGE AND AGREE THAT WHEN AUTHENTIC8 ACCESSES THIRD PARTY WEBSITES, AUTHENTIC8 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF, OR ON BEHALF OF, ANY THIRD PARTY. You understand and agree that the Authentic8 Service is not sponsored or endorsed by any third party websites which are accessible through the Authentic8 Service.

8. Software

1. We reserve the right to add additional features or functions to the Authentic8 Service, including the Authentic8 App. When installed on your computer, the Authentic8 App communicates with our servers. We may require the updating of the Authentic8 App when we release a new version, or when we make new features available. This update may occur automatically or upon prior notice to you and may occur all at once or over multiple sessions. We may propose additional terms for your review and approval. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Authentic8 App.
2. Conditioned upon your compliance with the terms and conditions of these Terms and during the trial period and term of your subscription to use the Authentic8 Service only, Authentic8 grants you a non-exclusive and non-transferable license for a single user to use the executable form of the Authentic8 App on a computer owned or controlled by you, solely for your personal, non-commercial purposes, as described herein. Authentic8 reserves all rights not expressly granted to you in these Terms. The license to the Authentic8 App granted under these Terms remains in effect unless earlier terminated in accordance with these Terms and the Schedule contract. Termination of Federal contracts will be in accordance FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73. Upon termination, you must promptly uninstall and destroy all copies of the Authentic8 in your possession or control.

9. Security Policy

1. We maintain a comprehensive written information security policy (“Security Policy”) to protect your information from unauthorized access, acquisition, use, disclosure, modification, publication, theft, loss, damage, or destruction (“Security Breach”). The Security Policy and the Authentic8 Service shall at all times comply with all statutory and regulatory requirements that apply to Authentic8’s handling of your information and any other regulations regarding security standards, privacy requirements, and security breach notification procedures. Authentic8 shall provide a copy of such written information security policy to you upon request.
2. We will notify you of any material Security Breach that occurs which may risk the exposure of your information. Authentic8 shall complete an annual certification, upon your request, indicating there have been no breaches of customer information or material network intrusions other than those disclosed in writing to you.

10. Restrictions

Except as expressly specified in these Terms, you agree not to modify the Authentic8 App, including but not limited to adding new features or otherwise making adaptations that alter its functionality. You agree to not use or allow others to use the Authentic8 application except in conjunction with an authorized subscription from Authentic8. You acknowledge and agree that portions of the Authentic8 Service, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Authentic8 and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Authentic8 Service, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

11. Payment Terms

Authentic8 offers new users a free trial to use the Authentic8 Service, which begins on the first day you register to use the Authentic8 Service (the “Trial”). You must have a valid credit card, debit card, bank account or other method of payment (“Method of Payment”) designated in the Schedule contract at the expiration of the Trial and throughout the subscription term to use the Authentic8 Service. After the Trial, your Method of Payment will be charged for your subsequent use of the Authentic8 Service in accordance with these Terms and the Schedule contract. Authentic8 may offer various account levels and subscription terms. A description of the features associated with these account levels, subscription terms and fees are available by contacting sales@authentic8.com. Please note that fees are subject to change with notice. Authentic8 will invoice for the subscription fees and payment will be made in accordance with the payment terms in the MAS or the specific order.

For accounts set up on an invoice basis, unless an alternate billing cycle is established, you agree to pay all amounts stated in such invoices within thirty (30) days of receipt of the invoice. For corporate accounts, you will be charged additional fees as additional users are added to your account after the 30 day Trial for each user. All fees and applicable taxes, if any, are payable in United States dollars. You are responsible for paying all Taxes associated with your Subscription as permitted under GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (FEB 2018) GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (FEB 2018).

12. Reserved.

13. [RESERVED]

14. Ownership

The Authentic8 Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Authentic8 and its licensors exclusively own all right, title and interest in and to the Authentic8 Service, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Authentic8 Service.

15. User Content

1. Users may have the ability to post, upload, publish, submit or transmit text, graphics, images, information or other materials to be made available through the Service (“User Content”). By making available any User Content through the Service, you hereby grant to Authentic8 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service. Authentic8 does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.
2. You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or you have all rights, licenses, consents and releases that are necessary to grant to Authentic8 the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Authentic8’s use of the User Content (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other

intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

3. General Prohibitions

You agree not to do any of the following:

1. Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances.
2. Use, display, mirror or frame the Authentic8 Service, or any individual element within, Authentic8's name, any Authentic8 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Authentic8's express written consent;
3. Access, tamper with, or use non-user areas of the Authentic8 Service, Authentic8's computer systems, or the technical delivery systems of Authentic8's providers;
4. Attempt to probe, scan, or test the vulnerability of any Authentic8 system or network or breach any security or authentication measures;
5. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Authentic8 or any of Authentic8's providers or any other third party (including another user) to protect the Authentic8 Service;
6. Attempt to access or search the Authentic8 Service or download information or data from the Authentic8 Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Authentic8 or other generally available third party web browsers;
7. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
8. Use any meta tags or other hidden text or metadata utilizing a Authentic8 trademark, logo URL or product name without Authentic8's express written consent;
9. Use the Authentic8 Service for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
10. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Authentic8 Service to send altered, deceptive or false source-identifying information;
11. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Authentic8 Service;
12. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Authentic8 Service;

13. Collect or store any personally identifiable information from Authentic8 Service from other users of the Authentic8 Service without their express permission;

14. Impersonate or misrepresent your affiliation with any person or entity; Violate any applicable law or regulation; or

15. Encourage or enable any other individual to do any of the foregoing

4. Authentic8 will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Authentic8 may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Authentic8 has no obligation to monitor your access to or use of the Authentic8 Service or to review or edit any User Content, but has the right to do so for the purpose of operating the Authentic8 Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Authentic8 reserves the right, at any time and without prior notice, to remove or disable access to any content, including, any User Content, that Authentic8, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Authentic8 Service.

16. [RESERVED]

17. Excusable delays

Authentic8 will be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Authentic8 and without our fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. We will notify you in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to you of the cessation of such occurrence. We are, however, not responsible for the acts of our subcontractors, and access to the Authentic8 Service is dependent on your ability to access the internet, which we are not responsible for.

18. [RESERVED]

19. Non-refundable Fees.

All fees are non-refundable and non-transferable except as expressly provided in these Terms.

20. [RESERVED]

21. Limitation of Liability

1. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE AUTHENTIC8

SERVICE REMAINS WITH YOU. NEITHER Authentic8 NOR ANY OTHER party involved in creating, producing, or delivering the Authentic8 Service will be liable for any incidental, special, exemplary or consequential damages, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, arising out of or in connection with these TERMS or from the use of or inability to use the Authentic8 Service, whether based on warranty, contract, tort (including negligence), PRODUCT LIABILITY or any other legal theory, and whether or not AUTHENTIC8 has been informed of the possibility of such damage, EVEN IF A limited REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

2. In no event will AUTHENTIC8'S aggregate liability arising out of or in connection with THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE AUTHENTIC8 SERVICE EXCEED THE GREATER OF ANY AMOUNTS YOU HAVE PAID IN ADVANCE TO AUTHENTIC8 FOR USE OF THE AUTHENTIC8 SERVICE FOR THE THEN CURRENT SUBSCRIPTION TERM OR TEN DOLLARS (\$10). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CLIENT AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
3. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

22. Government Customers

1. U.S. Government Rights. The Authentic8 Service offerings are "commercial items" as that term is defined at FAR 2.101, and to the extent applicable to you, FAR 52.212-4 (e) (Definitions) are incorporated by reference. If you are an Executive Agency (as defined in FAR 2.101) of the U.S. Federal Government ("Government"), Authentic8 provides the Authentic8 Service, including any related technical data and/or professional services in accordance with the following: If a right to access the Authentic8 Service is procured by or on behalf of any Executive Agency (other than an Executive Agency within the Department of Defense (DoD)), the Government is granted, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to Authentic8's customers as such rights are described in this Section 21(a). If a right to access the Authentic8 Service is procured by or on behalf of any Executive Agency within the DoD, the Government is granted, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software that are customarily provided to Authentic8's customers as such rights are described in this Section 22(a) (U.S. Government Rights). In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data provided by Authentic8 to

an Executive Agency within the DoD. Except as expressly permitted in writing, by Authentic8, no other rights or licenses are granted to the Government. Any rights requested by the Government and not granted under this Section 22(a) must be separately agreed in writing with Authentic8. This Section 22(a) of these Terms is in lieu of any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data.

2. Federal Prime Contract Terms and Conditions. In addition, FAR 52-212-4 (j) is not applicable to these Terms because the Authentic8 App and Authentic8 Services are delivered electronically. The tailoring is in accordance with customary commercial practice and does not tailor any of the clauses set forth in FAR 12.302(b) that are not permitted to be tailored. FAR 52.212-4 is not a flowdown to Federal subcontractors and is not included in any Authentic8 subcontract.
3. Federal Prime Contract or Subcontract Terms and Conditions. For Federal prime contracts and subcontracts entered into by Authentic8, Section 12 (Renewal) will not apply to the extent not enforceable pursuant to the Anti-Deficiency Act. Any right to terminate for breach under Section 18 (Termination and Account Cancellation) will be subject to the Contract Disputes Act for Federal end users if the termination for breach is disputed. Authentic8's right to defend under Section 19 (Indemnity) is subject to the requirements of 28 U.S.C. §516.

23. Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Authentic8 used herein are trademarks or registered trademarks of Authentic8. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

24. Controlling Law and Jurisdiction

This agreement is subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

25. Entire Agreement

These Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

26. Reserved.

27. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by Authentic8 via email (in each case to the address that you provide) or (ii) by posting to your user account page. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is

transmitted.

28. General

The failure of Authentic8 to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Authentic8. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

29. Contacting Authentic8

If you have any questions about these Terms, please contact Authentic8 at support@authentic8.com.