

SDK AND API AGREEMENT

THIS SDK AND API AGREEMENT (THIS “**AGREEMENT**”) GOVERNS YOUR USE OF ANY SDK AND/OR API (AS DEFINED BELOW) MADE AVAILABLE TO YOU PURSUANT TO THE DELIVERY OF AN OPENTEXT CYBERSECURITY SERVICE, INCLUDING, WITHOUT LIMITATION, THE UNITY SDK AND UNITY API. BY ACCESSING OR USING SUCH API AND/OR SDK (THE “**EFFECTIVE DATE**”), YOU AND OPENTEXT ARE ENTERING INTO A LEGALLY BINDING CONTRACT AS OF THE EFFECTIVE DATE, AND YOU AGREE TO BE BOUND BY AND ABIDE BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY AND THAT SUCH ENTITY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, IN WHICH CASE, “**YOU**” AND “**YOUR**” AS USED HEREIN WILL REFER AND APPLY TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE PLUGIN FOR ANY PURPOSE.

1. **DEFINITIONS.** Capitalized terms used in this Agreement have the respective meanings set forth in this Section 1 or in the section in which they are first defined.

- a. “**API**” means OpenText’s application programming interface, including all associated routines and protocols, that allows You to interact with certain Services.
- b. “**Application**” means the software application, platform, website, or other interface that You own or license and that will interact with the API and the Services.
- c. “**Feedback**” means suggestions, comments, improvements, ideas, or other feedback provided by You or Your employees or agents to OpenText related to the Evaluation Services or the subject matter of this Agreement.
- d. “**OpenText**” means the OpenText Entity with which you have a Separate Agreement.
- e. “**Privacy Statements**” means OpenText’s privacy statements describing how OpenText collects, processes, uses, and discloses personal information, which are currently available at <https://www.opentext.com/about/privacy>.
- f. “**Redistributable DLL Files**” means any dll files provided by OpenText in relation to the OpenText Cybersecurity Services, including the Webroot.UnityAPI.SDK.dll and any other files that are included in the SDK in binary form.
- g. “**Sample Code**” means software source code that OpenText has provided with the SDK.
- h. “**SDK**” means OpenText’s software development toolkit that includes the Redistributable DLL Files, Sample Code, Service Documentation, and may include Tools.
- i. “**Separate Agreement**” means, if applicable, the end license user agreement or other agreement between You and OpenText governing Your rights and obligations with regard to the Services.
- j. “**Service Documentation**” means any manuals, instructions, or other documents or materials that OpenText provides or makes available to You that describe the configuration, integration, operation, or use of the SDK.
- k. “**Tools**” means any other programs or tangible materials that may be included in the SDK.
- l. “**Services**” means, if applicable, the applicable OpenText products or services that You are licensed to access and use pursuant to a Separate Agreement.

2. **RIGHT TO ACCESS AND USE.**

- a. **API.** Subject to Your compliance with Section 3, OpenText will make the API available to You solely for the purpose of facilitating communication between Your Application and the Services. If You are accessing only the API and not licensing the full SDK, the provisions in this Agreement relating to SDK do not apply to You.
- b. **Redistributable DLL Files.** Subject to Your compliance with Section 3, OpenText hereby grants to You a non-exclusive license to integrate and bundle the Redistributable DLL Files into one or more of Your Applications and to distribute such Applications to Your end users; provided, You must require Your distributors, resellers, and external end users to agree to terms that protect Your Applications at least as much as this license.
- c. **Sample Code and Tools.** Subject to Your compliance with Section 3, OpenText hereby

grants You a royalty-free, non-exclusive, non-transferable, and non-sublicensable license to use the Sample Code and any Tools, if applicable, solely for Your internal development, configuration, and testing of the API.

- d. **Service Documentation.** Subject to Your compliance with Section 3, OpenText hereby grants to You, a royalty-free, non-exclusive, non-transferable, and non-sublicensable right to download a reasonable number of copies of the Service Documentation and to use such copies solely for Your internal development, configuration, and testing of the API.
- e. **Future Functionality.** You acknowledge that Your license to the SDK and access to the API is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by OpenText with respect to future functionality or features.

3. **CONDITIONS ON USE; NUMBER OF CALLS.**

- a. **Conditions on Use.** As a condition to Your license to the SDK and access to the API, You must not: (a) reverse engineer or decompile the Redistributable DLL Files; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the SDK or API to any third party, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service, except, with regard to the Redistributable DLL Files, to the extent permitted in Section 2.b; (c) input, upload, transmit, or otherwise provide to or through the API, any information or materials that are unlawful or injurious, or contain, transmit, or activate any malicious or harmful code; (d) remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights notices in or relating to the SDK or API; (e) access or use the SDK or API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law or regulation; (f) access or use the SDK or API for the development, provision, or use of a software service or product that competes with the Services; and (g) otherwise access or use any part of the SDK or API beyond the scope of the authorization granted under Section 2. You are responsible for Your authorized users' compliance with the foregoing conditions.
- b. **Number of Calls.** OpenText reserves the right to limit the number of periodic API calls You are allowed to make and the quantity of data You may access through each API call. OpenText may temporarily suspend Your access to the API if You exceed such limits. Attempts to circumvent any such limits may result in suspension or termination of this Agreement.

- 4. **EVALUATION VERSIONS.** OpenText may make the SDK and API available on an evaluation or beta testing basis ("**Evaluation Services**"). Your use of the Evaluation Services is governed by this Agreement as modified by this Section 4. The Evaluation Services may not be complete or fully functional, and OpenText makes no warranties whatsoever about the Evaluation Services, which are provided "AS IS". OpenText does not guarantee that it will continue to make available the Evaluation Services under this Agreement or at all. If You provide OpenText with verbal and/or written Feedback related to Your use of the Evaluation Services, including, but not limited to, a report of any errors which You may discover in the Evaluation Services, or suggestions for improvements or changes to the Evaluation Services, You hereby assign all right, title and interest in the Feedback, including all intellectual property rights therein. If requested by OpenText, You agree to execute such further instruments as OpenText may reasonably request confirming OpenText's ownership in such Feedback. All Feedback is provided at Your sole discretion.

- 5. **UPGRADES.** Any upgrades, modified versions, updates, and additions to the SDK or API will be subject to the terms of this Agreement or other terms provided with such upgrades, modified versions, updates, or additions. OpenText is under no obligation to provide any support under this Agreement to You or any other party, including updates or future versions of the SDK or API or any portions thereof.

6. **PRIVACY.**

- a. **Usage Statistics.** OpenText may collect certain usage statistics from the SDK or API,

including but not limited to, a unique identifier, associated IP address, version number, and information on usage. In addition, OpenText may collect individual user names and Your legal entity name prior to permitting You to download the SDK or use the API. This information will be collected, stored, and used in accordance with this Agreement and OpenText's Privacy Statements.

- b. **Login Information.** To use the API, You may need to register Your email address, phone number, and a password ("**Login Information**") with OpenText. You agree that You are solely responsible for maintaining the confidentiality of Your Login Information. You are solely responsible for any actions taken using Your Login Information. You must notify OpenText immediately upon discovery of any unauthorized use of Your Login Information or account. You acknowledge that OpenText uses Login Information according to this Agreement and its Privacy Statements.
- c. **Your Applications.** You agree that, if You use the SDK or API to license Applications to other users, You shall protect the privacy and legal rights of Your users and shall prominently display a privacy policy that describes to Your users the information that is collected by You and Your Application and how such information is used and shared. You shall maintain and process all user data in accordance with Your privacy policy and all applicable laws and regulations in any countries in which Your Application is distributed or used.

7. OWNERSHIP.

- a. **Intellectual Property Rights.** All right, title, and interest in and to the SDK and API, and all intellectual property rights (whether in the nature of patent, copyright, trademark, or trade secrets) therein or arising out of each of the foregoing, are and will remain with OpenText and its licensors and the respective rights holders in the Open-Source Software or Third-Party Software, as such terms are defined in Section 14. You have no right, license, or authorization with respect to any aspect of the SDK or API except as expressly set forth in Section 2, and in the applicable Open-Source Software or Third-Party Software license. All other rights in and to the SDK and API are expressly reserved by OpenText and the respective third-party copyright owners of the Open-Source Software and Third-Party Software.
- b. **Your Ownership.** OpenText acknowledges that it does not obtain any ownership interest in any Applications that You develop. You acknowledge that OpenText retains ownership in Redistributable DLL Files that You embed in Your Applications.

- 8. **PRODUCT CHANGES.** You agree that the form and nature of the SDK and API may change without prior notice to You and that future versions of the SDK and API may be incompatible with Applications developed on previous versions. You agree that OpenText may stop (permanently or temporarily) providing the SDK and API (or any features within either) to You or to users generally at OpenText's sole discretion, without prior notice to You.

9. MODIFICATION; SUSPENSION AND TERMINATION; SURVIVAL.

- a. **Modification of Agreement.** OPENTEXT MAY MODIFY THIS AGREEMENT FOLLOWING NOTICE TO YOU, WHICH NOTICE MAY BE PROVIDED VIA THE API. BY AGREEING TO THE MODIFIED AGREEMENT OR USING THE API AFTER RECEIVING NOTICE THAT THE AGREEMENT HAS BEEN MODIFIED, YOU AGREE TO THE TERMS OF THE MODIFIED AGREEMENT.
- b. **Termination; Discontinuation; Effect.** You may stop using the SDK or API at any time with or without notice. Further, if You want to terminate this Agreement, You must provide OpenText with written notice and upon termination, stop all use of the SDK and API. OpenText reserves the right to terminate this Agreement or discontinue the SDK or API or any portion or feature therein or Your access thereto for any reason and at any time without liability or other obligation to You. Upon any termination of this Agreement or discontinuation of Your access to the SDK or API, You will immediately stop using the SDK or API, destroy all Sample Code, and delete any cached data relating to the API.
- c. **Survival.** The following provisions will survive termination: Sections 3 (Conditions on Use), 6 (Privacy), 7 (Ownership), 9.c (Survival), 10 (Disclaimer of Warranties), 11 (Limitation of

Liability), 12 (Export), 13 (Governing Law and Venue), 14 (Open-Source Software), and 15 (General).

- d. **DISCLAIMER OF WARRANTIES.** THE SDK AND API ARE PROVIDED “AS IS” AND OPENTEXT AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THERE IS NO WARRANTY THAT THE SDK OR API WILL BE ERROR FREE. YOU AGREE THAT YOUR USE OF THE SDK AND API IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM SUCH USE. YOU ARE SOLELY RESPONSIBLE FOR ANY APPLICATIONS YOU DEVELOP USING THE SDK OR API. YOU ACKNOWLEDGE THAT THE EVALUATION SERVICES ARE A PRE-RELEASE VERSION, DO NOT REPRESENT A FINAL SERVICE FROM OPENTEXT, AND MAY CONTAIN BUGS, ERRORS, OR OTHER PROBLEMS THAT COULD CAUSE FAILURES AND OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER. YOUR USE OF THE EVALUATION SERVICES IS ENTIRELY AT YOUR OWN RISK.

10. **LIMITATION OF LIABILITY.**

- a. **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OPENTEXT OR ITS AFFILIATES OR LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (1) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (2) LOSS OF GOODWILL OR BUSINESS REPUTATION; (3) INTERRUPTION OR DELAY OF THE SDK OR API; (4) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (5) COST OF REPLACEMENT GOODS OR SERVICES; OR (6) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER OPENTEXT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- b. **CAP.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF OPENTEXT AND ITS AFFILIATES, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED \$1,000 USD. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- c. **ACKNOWLEDGMENT.** YOU ACKNOWLEDGE THE ALLOCATION OF RISK SET FORTH IN THIS SECTION 11 AND ACKNOWLEDGE THAT OPENTEXT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

- 11. **EXPORT.** The SDK and any Redistributable DLL Files are subject to U.S. export control laws and regulations and may be subject to foreign export or import laws or regulations. You agree to comply strictly with all such laws and regulations and not to use or transfer the SDK or any Redistributable DLL Files for any use relating to nuclear, chemical, or biological weapons, or missile technology. You will indemnify and hold harmless OpenText and its licensors from all losses, damages, costs, fees, expenses, and liabilities (including court costs and attorneys’ fees) arising from breach of this Section 12.

12. **GOVERNING LAW AND VENUE.** For any action relating to this Agreement, You agree to the following governing law and exclusive jurisdiction and venue, according to Your location.
- a. **If You are located in the United States or Canada, this Agreement is governed by the laws of the State of Colorado without regard to its conflict of laws provisions.** You agree to personal jurisdiction by and exclusive venue in the state and federal courts sitting in the State of Colorado, City and County of Denver, with regard to any and all claims by or against You arising out of or relating to this Agreement.
 - b. **If You are located in Japan, this Agreement is governed by the laws of Japan without regard to its conflict of laws provisions.** You agree to personal jurisdiction by and exclusive venue in the Tokyo District Court with regard to any and all claims by or against You arising out of or relating to this Agreement.
 - c. **If You are located outside the United States, Canada, and Japan, this Agreement is governed by the laws of the Republic of Ireland without regard to its conflict of laws provisions.** You agree to personal jurisdiction by and exclusive venue in the courts sitting in Dublin, Ireland, with regard to any and all claims by or against You arising out of or relating to this Agreement.
 - d. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
13. **OPEN-SOURCE SOFTWARE.** The SDK may contain or be provided with components subject to the terms and conditions of third-party proprietary licenses ("**Third-Party Software**") or free/libre and open-source software licenses ("**Open-Source Software**"). To the extent required by the license that accompanies the Open-Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open-Source Software itself, including, without limitation, any provisions governing access to source code, modification, or reverse engineering. You acknowledge that Your use of Open-Source Software is subject to the open-source license applicable to each open-source component. OpenText makes no representations or warranties with regard to such Open-Source Software and assumes no liability that may arise from the use of such Open-Source Software. Notwithstanding anything to the contrary, You are not licensed to (and You agree that You will not) integrate or combine the SDK with any Open-Source Software that could require disclosure, distribution, or licensing of all or any part of the Services in source code form. Any violation of the foregoing sentence shall immediately terminate all of Your licenses and other rights to the SDK granted under this Agreement.
14. **GENERAL.** You acknowledge that any translation of the English language version of this Agreement provided by OpenText to You is provided for your convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any contradiction arising from translation. If any provision of this Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in effect. OpenText may provide You with notice of matters relating to this Agreement via: (a) the API; or (b) email to Your email address on file with OpenText. Neither party to this Agreement may assign this Agreement without the prior written consent of the other party, which may not be unreasonably withheld; provided however, that OpenText may assign this Agreement or assign or transfer its rights or obligations hereunder without consent to any affiliate or any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. Any attempted assignment in violation of this Section 15 is void. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by OpenText. This Agreement and, if applicable, the Separate Agreement, are the complete and exclusive statement of the mutual understanding between You and OpenText and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement and that of the Separate Agreements. **Notwithstanding the foregoing, if You have entered into a separate written agreement signed by OpenText for use of the SDK or API, the terms and conditions of such other agreement will prevail over any conflicting terms and conditions in this Agreement.**