



Title: RiskIQ Channel Partner Portal Terms and Conditions
Date: November 2016
Purpose: The document communicates the terms and conditions for using the RiskIQ Channel Partner Portal. By using the portal, individuals agree to these terms and conditions.

The RiskIQ Channel Partner Portal is available for the convenience of RiskIQ's preferred Channel Partners ("Users"). The information available in the Portal is to be used solely for the purpose of furthering the sale of RiskIQ products or services (the "Authorized Activities"). Any other use is forbidden. All Users' access to the Portal is granted at RiskIQ's sole discretion and may be revoked at any time.

The use of the RiskIQ Channel Partner Portal, and the information provided in the Portal are of a proprietary and confidential nature (the "Confidential Information") and is subject to the following terms:

- 1) User agrees and acknowledges that the Confidential Information supplied to it by RiskIQ through RiskIQ's Channel Partner Portal shall constitute confidential proprietary data and shall remain the exclusive property of RiskIQ, and such Confidential Information shall be deemed to be confidential under any confidentiality or non-disclosure agreement in effect between RiskIQ and User and/or User's organization.
- 2) User agrees that any Confidential Information communicated or otherwise disclosed to it shall be retained in confidence by it and that it will be used solely for the purpose of the Authorized Activities. Without the prior written consent of RiskIQ, User shall not disclose any Confidential Information in whole or in part to any person other than its directors, officers, employees with a need to know and in such event only to the extent necessary for the purpose of the Authorized Activities. User shall take all steps to ensure that its directors, officers, employees who have or may have access to the Confidential Information are subject to obligations of confidentiality consistent with those imposed by these terms and conditions.
- 3) User, its directors, officers and employees and, if need be, the directors, officers and employees of an Affiliate Party, shall not make copies, notes, files, databases or any other reproduction (the "Copies") of any of the Confidential Information, except for the purpose and to the extent reasonably required to carry out the Authorized Activities.
- 4) Upon request from RiskIQ, User shall cease to use and immediately return to RiskIQ all Confidential Information and Copies thereof, or at the option of User, shall immediately delete or destroy all such Confidential Information and all Copies and shall furnish written confirmation of their destruction to RiskIQ.
- 5) User shall not use, or authorize or cause any other party to use any of the Confidential Information for any purpose other than the Authorized Activities.
- 6) User shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.



7) User agrees that the breach of any of these terms and conditions may cause serious and irreparable harm to the activities, competitive position and business interests of RiskIQ. Accordingly, User agrees that in addition to all other remedies available at law or equity, RiskIQ shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any breach of these Terms and Conditions.

8) The failure of RiskIQ to enforce at any time or for any period of time any of the provisions of these Terms and Conditions shall not constitute a waiver of such provisions or the right of RiskIQ to enforce each and every provision. A waiver of a failure to comply hereunder shall be effected only in writing, signed by RiskIQ and shall not constitute a waiver of any other failures to comply hereunder.

9) These Terms and Conditions do not supersede, cancel, limit or modify any other agreement that may be in effect between User (and/or User's organization) and RiskIQ, including any confidentiality agreement between the parties.

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