BEN-GURION UNIVERSITY OF THE NEGEV

SHERLOCK DATASET LICENCE AGREEMENT

SCHEDULE

TERMS AND CONDITIONS of the SHERLOCK DATASET LICENCE overleaf, this SCHEDULE and any specification or other document referred to or attached to the SCHEDULE shall together comprise the Agreement between BEN-GURION UNIVERSITY OF THE NEGEV (BGU) and the Licensee. Words defined in this SCHEDULE shall have the same meaning in the TERMS AND CONDITIONS.

Licensee:

Licensee's Address:

Licensee Company / Institution:

Licensee Company Number (if applicable)**:**

Licensee Contact Person / Phone / Email:

Licensee End-User/s requiring access to the SherLock Dataset (list name/s and End-User/s location/s)**:**

Licence Period:
3 years from signing, subject to **TERMS AND CONDITIONS Clause 5 Licence Termination or Expiry**

Signed for and on behalf of the Licensee:

_____

Name: _____

Date: _____

Signature of representative in BGU:

Name: _____

Date: _____

Contact: SherLock Team, Yisroel Mirsky
BGU Cyber Security Research Center
Department of Information Systems and Software Engineering
Ben-Gurion University of the Negev
Beer Sheva, Israel
Email: yisroel@post.bgu.ac.il

BEN-GURION UNIVERSITY OF THE NEGEV
Department of Information Systems and Software Engineering, BGU Cyber Security Research Center

SHERLOCK DATASET LICENCE

TERMS AND CONDITIONS

1.   Applicability

1.1   These Terms and Conditions together with any schedule or specification or other document referred to or attached to these Terms and Conditions shall together comprise the binding legal agreement (the 'Agreement') between Ben-Gurion University of the Negev's Information Systems Engineering Department via BGU Cyber Security Research Center (the "**BGU**") and the Licensee. Words defined in these Terms and Conditions shall have the same meaning in any schedule or specification or other document referred to in or attached to these Terms and Conditions.

2.   Definitions

2.1   The following terms, unless the context requires otherwise, have the following meanings:

"**Data Team**" means BGU and its employees and students working on the SherLock application, Moriarty application, and SherLock Dataset ;

"**Dataset Funder**" means the research funder/s of the SherLock application and/or SherLock Dataset;

"**SherLock Dataset**" means the large-scale research dataset of smartphone usage and cyberattacks collected by the SherLock application with assistance of the Moriarty application, created and developed by the Data Team;

"**Your End User**" means You or an employee of Yours or any person under your authority and control who is provided access to and/or uses the SherLock Dataset under the terms of this Agreement;

"**Licensee**" , "**You**" , "**Your**" , "**Yours**"   means the person or entity acquiring a licence hereunder for access to and use of the SherLock Dataset including by Your End User under the terms of this Agreement;

"**Metadata**" means information about the Data Team and Dataset Funder that may be appended to the SherLock dataset; and

"**Original Data Creator and Depositor**"   means the persons or organisations that have used the SherLock and Moriarty smartphone applications and in doing so as agreed with BGU have contributed their usage data to   the SherLock Dataset.

2.2   In this Agreement (except where the context otherwise requires):

2.2.1   any reference to a clause or sub-clause shall be interpreted as a reference to the clause of sub-clause bearing that number in this Agreement;

2.2.2   use of any gender includes the other genders;

2.2.3   the singular includes the plural and vice-versa;.

2.2.4   clause headings are included for ease of reference only and shall not affect the interpretation of this Agreement;

2.2.5   any reference to "person" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trust (in each case whether or not having separate legal personality); and

2.2.6   any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

3.   Grant of Licence

3.1   Subject to the terms of this Agreement and conditional upon Your continued compliance with such terms and conditions and/or other valuable consideration, BGU hereby grants to You for the Licence Period a royaltyfree, non-exclusive, non-transferable, revocable licence to use the SherLock Dataset solely for Your internal research and analytical purposes, including to extract insights from or draw inferences from patterns that may emerge from the SherLock Dataset, but without any right to copy or reproduce, publish or otherwise make available to the public or communicate to the public, sell, rent or lend the whole or any constituent part of the SherLock Dataset or phone data thereof. You warrant and represent that You and Your End User shall not use or process or manipulate the SherLock Dataset or raw phone data thereof in whole or in part to obtain or derive information or personal data relating to any identifiable individual. For the avoidance of doubt, the aforesaid licence enables researchers to extract insights from the SherLock Dataset and as a basis for further research and commercial application, but prohibits You and Your End User from publishing the raw phone data archive in whole or in part.

3.2   This licence does not grant use of the Dataset for commercial use, rather only for research purposes. In order to use the Dataset for commercial use, you must receive explicit permission from the Data Team (Yisroel Mirsky). An example of commercial use (but not limited to this example) is the induction of a machine learning model from the Dataset which is then incorporated into a product.

3.3   You shall be responsible for Your End User compliance with the terms of this Agreement and You shall be liable for all breaches of the terms by the Your End User as if they were breaches by You.

3.4   You acknowledge and agree that the SherLock Dataset is protected by copyright, database rights and other intellectual property rights and these terms do not assign or transfer to You or to any third party any right, title or interest therein. The SherLock Dataset is offered to You pursuant to licence agreements entered into between the Original Data Creator and Depositor and BGU that allow BGU to make the SherLock Dataset available to You. You agree that the SherLock Dataset shall not be further distributed to others without the consent of BGU. You agree to promptly notify BGU of any infringement or unauthorised release of the SherLock Dataset of which You become aware.

3.5   You agree not to use or permit the use of the SherLock Dataset or any raw phone data thereof for direct marketing in any form or media.

3.6   You agree not to reverse engineer, separate or otherwise tamper with the SherLock Dataset so that data can be extracted and used outside the scope of that permitted in this Agreement.

3.7   You shall not use the name of 'SherLock' or 'SherLock Dataset' expressly or in any manner that would imply an endorsement of You or any product or service offered by You.

3.8   You agree to acknowledge the source of the SherLock Dataset in all of Your and Your End User publications and presentations based wholly or in part on the SherLock Dataset or analysis thereof. You agree to provide a disclaimer in any publication or presentation to the effect that BGU not bear any responsibility for Your analysis or interpretation of the SherLock Dataset or data therein.

3.9   You agree to **cite** the following paper in all of your publications which benefit from the SherLock dataset, SherLock application, or Moriarty application:

Yisroel Mirsky, Asaf Shabtai, Lior Rokach, Bracha Shapira, Yuval Elovici, "SherLock vs Moriarty: A Smartphone Dataset for Cybersecurity Research", 9th ACM Workshop on Artificial Intelligence and Security (AISec 2016), 2016.

3.10   You agree and acknowledge that BGU may hold and process any personal data submitted by You and the End User for validation and statistical purposes and for the purposes of the administration and management of the SherLock Dataset or for any other lawful purpose notified to You and the End User by BGU and to which You have consented under this Agreement. For data storage purposes, BGU may store electronically the personal data collected for these purposes outside the European Economic Area (EEA). By submitting the personal data You and the End User agrees to this transfer.

3.11   You agree that any personal data submitted by You and Your End User is accurate to the best of his or her knowledge, and that any changes in that personal data will be made known to BGU at the earliest possible opportunity.

4.   **Limitation of Liability and Indemnity**

4.1   The SherLock is experimental in nature and subject to Clause 4.4 the SherLock Dataset is provided under this Agreement on an "AS IS" and "AS AVAILABLE" basis and without warranty, term or condition of merchantability or fitness for a particular purpose, non-infringement or any other warranty, express or implied.

4.2   Subject to Clause 4.4, to the extent permitted by law, in no circumstances shall BGU or the Data Team be liable to You or any third party for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damages, costs or expenses (including without limitation in contract, tort, negligence or for breach of statutory duty or misrepresentation) due to or arising from Your use of the SherLock Dataset or otherwise in connection with this Agreement.

4.3   You agree to indemnify BGU and each member of the Data Team against any costs, actions, claims, demands, liabilities, expenses, damages or losses arising out of or as a result of any third party claim made against BGU and any member of the Data Team relating to Your or Your End User use or disposition of the SherLock Dataset in breach of this Agreement.

4.4   The limitations and exclusions in this Agreement shall not apply in respect of claims for personal injury or death caused by negligence or in respect of fraud or fraudulent misrepresentation.

5.   **Licence Termination or Expiry**

5.1   At any time BGU may terminate the Agreement with immediate effect by giving You written notice:

5.1.1   if BGU has reason to believe in its sole assessment that for whatever reason the integrity of the SherLock Dataset and data thereof has been or may be breached or compromised or for any other legal or administrative reason;

5.1.2   if You are in breach of the terms and if such breach is capable of remedy you fail to remedy the breach within 14 days of written notice from BGU specifying the breach and requiring it to be remedied;

5.1.3   if You have a receiver or administrative receiver or administrator appointed over You or any part of Your undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if You become subject to an administrative order of enter into a voluntary arrangement with Your creditors or shall cease or threaten to cease to carry on business or if You are presented with a bankruptcy petition.

5.2   In the event of termination or expiry of the Agreement:

5.2.1   The Licence granted to You in Clause 3 terminates with immediate effect and You shall within 14 days of such termination or expiry, destroy all copies of the SherLock Dataset in any media which You hold or for which You are responsible and provide, at BGU's request, a sworn statement by a duly authorised person that You no longer hold such copies;

5.2.2   Subject to 5.2.1, the parties shall have no further obligations or rights under the Agreement without prejudice to those which have accrued to either party prior to termination or expiry.

6.   **Entire Agreement**

6.1   This Agreement (which expression includes the SCHEDULE (and any other schedule or specification or other document referred to or attached to these TERMS AND CONDITIONS) shall supersede all other arrangements or agreements whether oral or in writing between the parties as to the subject matter of this Agreement.

7.   **Contracts (Rights of Third Parties) Act 1999**

7.1   Save for the Data Team who may enforce those terms of this Agreement which expressly confer rights on them subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999, no term of this Agreement shall be enforceable under that Act by a person who is not a party to this Agreement.

8.   **No Assignment**

8.1   You shall not assign this Agreement or any interest therein without the prior written consent of BGU.

9.   **Variations**

9.1   No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

10.   **No Partnership or Agency**

10.1   Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11.   **Severability**

11.1   If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this

Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in force and effect.

12.   Waiver

12.1   The failure of BGU to exercise or enforce any rights it may have under this Agreement will not be deemed to preclude any right, relief or remedy available to it should it choose to exercise or enforce those rights.

13.   Governing Law and Jurisdiction

13.1   This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with Israeli law and subject to the exclusive jurisdiction of the Israeli courts.