

# RTTL License Agreement

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**amtso**<sup>TM</sup>

Anti-Malware Testing Standards Organization

# RTTL License Agreement

## I. General Information

The Anti-Malware Testing Standards Organization, Inc., a California nonprofit mutual benefit corporation (“AMTSO”), is dedicated to improve the quality, relevance and objectivity of anti-malware testing methodologies. In furtherance of this mission, AMTSO has facilitated the Real Time Threat List (“RTTL”) to provide its members with a broad and objective repository of malware samples and related metadata. AMTSO welcomes our members to contribute, access and use the information provided in the RTTL; however, before you do, you must read and agree to the terms of this License Agreement and the exhibits hereto (collectively, this “Agreement”).

All information, malware samples, metadata and RTTL query results (collectively, “RTTL Data”) which comprise the RTTL is collaboratively provided by AMTSO members. All parties that contribute, access and use RTTL Data (collectively, “RTTL Users”), as well as any third-parties that are not AMTSO members that are permitted to contribute RTTL Data (“Non-Members”), have agreed to be bound by this Agreement, and by accessing or contributing any RTTL Data, you similarly agree to be bound by this Agreement.

In general, AMTSO does not take a review, technical or editorial role in the RTTL. This means that AMTSO does not monitor or review the RTTL Data, and does not take any responsibility for the RTTL Data, including whether any RTTL Data actually constitutes malware. For the purposes for this Agreement, the term “malware” includes, without limitation, software or other electronic data designed to, or otherwise capable of, infiltrating and/or damaging a computer system. Please read the section of this Agreement titled “No Warranties; Exclusions and Limitations of Liability” carefully before accessing the RTTL, using, or contributing any RTTL Data.

## II. Privacy Policy

AMTSO operates under the terms of a [Privacy Policy](#), which sets forth how we collect and use your information. Please review this Privacy Policy carefully before registering with AMTSO to access the RTTL, use, or contribute any RTTL Data.

## III. Restrictions on Access and Use of RTTL Data

- A. General Restrictions. The following restrictions apply with respect to all access and use of RTTL Data.
  1. Registration. All RTTL Users must be current AMTSO members in good standing and must accurately self-identify in the RTTL User Registration as either a “Tester,” “Vendor,” or “Academic”.
    - a. “Testers” are all persons and organizations whose primary mission is to test anti-malware products and services.
    - b. “Vendors” are all persons and organizations whose primary mission is to provide anti-malware products and services.

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- c. "Academics" are all persons and organizations that are currently and actively associated with an academic institution.
2. Each RTTL User agrees to protect the confidentiality of all RTTL access tools, including certificates, passwords, or other login credentials provided by AMTSO in association with the RTTL. Each RTTL User agrees not to provide any such access tool to any third party without AMTSO's prior written consent.
3. Each RTTL User agrees to contribute, access or use the RTTL Data, in whole or in part, only in compliance with this Agreement, which includes the RTTL Terms and Conditions attached as Exhibit D, hereto.
4. Each RTTL User agrees to protect the confidentiality of all data received from the RTTL at all times. Each RTTL User is prohibited from sharing any such data with any third party, unless such third party is:
  - a. An employee of the RTTL User who requires access to such data to perform services at the request of the RTTL User which are permitted by the terms of this Agreement;
  - b. A contractor of the RTTL User who requires access to such data to perform services at the request of the RTTL User which are permitted by the terms of this Agreement;
  - c. An AMTSO member that is a registered RTTL User and the access is provided pursuant to the terms of this Agreement, or
  - d. A third-party that has: (i) executed the RTTL Third Party Limited Terms of Use, which is attached as Exhibit A hereto, and (ii) received AMTSO's specific prior written consent granting limited access to the RTTL Data.

In the interests of clarity, except as specifically set forth above, RTTL Users shall not provide any access to any RTTL Data to any third party including, but not limited to, any third-party multiscanning anti-malware service.

5. AMTSO respects the intellectual property rights of others, and will protect its own intellectual property rights.
  - a. If any RTTL User publicly uses, in whole or in part, any RTTL Data, then such RTTL User may cite AMTSO as the source for such data; which may be cited as follows:

This data was acquired through the Real Time Threat List provided by the Anti-Malware Testing Standards Organization, Inc. (AMTSO), at [www.amtso.org](http://www.amtso.org).
  - b. Except as set forth in this Section, neither this Agreement nor your access or use of the RTTL or any RTTL Data grants any rights to use the name "AMTSO", "RTTL" or any third party trademarks.

- B. Additional Restrictions and Obligations. Each party hereto agrees to follow the additional restrictions and obligations set forth in the RTTL Operational Guide, set forth on Exhibit B hereto, as may be modified and amended from time to time.
1. Each RTTL User is responsible to ensure that it and each of its employees, contractors and affiliates abide by this Agreement.
  2. AMTSO does not have any obligation to monitor or review the RTTL or RTTL Data, including any Query Results, and does not take any responsibility for the RTTL or RTTL Data, including whether any RTTL Data actually constitutes malware or whether any Query Results are accurately returned. However, AMTSO reserves the right to monitor the RTTL and any related access points of the RTTL, including the usage or queries and take necessary actions to terminate or prevent any violation of this Agreement.
  3. Please respect all AMTSO trademarks, and the trademarks of third parties. Use of AMTSO's trade names, trademarks, service marks, logos or domain names must be in compliance with this Agreement and [AMTSO's Intellectual Property Policy](#).

#### IV. Grant of Rights

- A. AMTSO hereby grants (i) to each RTTL User a revocable, personal, non-transferable, limited license to access and use the web portal and API provided by the RTTL, for the purpose of submitting and downloading RTTL Data, and (ii) to each Non-Member a revocable, personal, non-transferable, limited license to access and use the web portal and API provided by the RTTL, for the sole purpose of submitting RTTL Data.
- B. Each RTTL User, or Non-Member, as applicable, who submits RTTL Data hereby grants to each other RTTL User, and, if applicable, each third party accessing limited RTTL Data through execution of the RTTL Limited Third Party Terms of Use, a non-exclusive, irrevocable, royalty-free limited license to use the RTTL Data submitted by the granting RTTL User solely under the terms of this Agreement. However, for purposes of clarification, AMTSO shall have the right to terminate any RTTL User's and any third party's access to any RTTL Data as a result of any violation of the terms of this Agreement, as determined by AMTSO in its sole discretion.
- C. Each RTTL User, or Non-Member, as applicable, hereby grants to AMTSO a non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute, modify, create derivative works and sublicense the RTTL Data submitted by the granting RTTL User or Non-Member, in all media currently and hereinafter known.
- D. Ownership of all proprietary rights in the RTTL Data shall remain vested in the RTTL User or Non-Member contributing such RTTL Data and its respective licensors. Each RTTL User or Non-Member that contributes any RTTL Data hereby represents that either:
1. RTTL User or Non-Member is the exclusive owner of the contributed RTTL Data; or
  2. To the extent the contributed RTTL Data contains any third party content, the RTTL User or Non-Member has acquired sufficient rights to redistribute such third party content to the RTTL and RTTL Users pursuant to this Agreement.

## V. Dispute Resolution and Complaints

- A. Contributions to, and use of, all RTTL Data is subject to this Agreement, which includes the RTTL Terms and Conditions attached as Exhibit D, hereto, and all RTTL Users or Non-Members are expected to abide by these terms. There may be occasions, however, when an RTTL User, AMTSO member, Non-Member or other party may believe that these terms have been breached. In such case, the party alleging the breach is requested to send a full description of the alleged infraction or other complaint (a "RTTL Complaint") to [rttl-legal@amtso.org](mailto:rttl-legal@amtso.org).
- B. Following receipt of an RTTL Complaint, AMTSO will conduct an investigation in accordance with the Complaint Procedures set forth in Exhibit B to this Agreement.

## VI. No Warranties; Exclusions and Limitations of Liability

- A. ACCESSING AND USING THE RTTL AND RTTL DATA IS SOLELY AT YOUR RISK. AMTSO PROVIDES THE RTTL AND RTTL DATA SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AMTSO EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUOUS OPERATION, COMPLETENESS, QUALITY, ACCURACY, AND NON-INFRINGEMENT. AMTSO MAKES NO REPRESENTATION OR WARRANTY THAT THE RTTL AND RTTL DATA WILL MEET YOUR REQUIREMENTS, BE SAFE, SECURE, UNINTERRUPTED, TIMELY, ACCURATE, OR ERROR-FREE, OR THAT YOUR INFORMATION WILL BE SECURE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AMTSO, ANY RTTL USER, OR THROUGH THE RTTL CREATES ANY REPRESENTATION OR WARRANTY OF ANY KIND.
- B. AMTSO shall have no obligation to update the RTTL or RTTL Data, and does not make any determination as to whether any sample actually constitutes malware or whether any Query Results are accurately returned. AMTSO has no obligation to verify or authenticate any RTTL Data, including any Query Results, malware samples or metadata.
- C. AMTSO IS NOT RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING DIRECTLY OR INDIRECTLY OUT OF THE ACCESSING OR USE OF THE RTTL AND/OR RTTL DATA, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES, OR ATTORNEYS' FEES, REGARDLESS OF WHETHER ANY PERSON OR ENTITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE.
- D. YOU HEREBY RELEASE AND WAIVE ALL CLAIMS, DAMAGES AND LOSSES OF ANY KIND, KNOWN AND UNKNOWN, YOU MAY HAVE AGAINST AMTSO AND ANY RTTL USER OR NON-MEMBER, AND AGAINST EACH OF AMTSO'S AND ANY RTTL USER'S OR NON-MEMBER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE RTTL AND/OR RTTL DATA.

- E. ANY MATERIAL UPLOADED, DOWNLOADED OR OTHERWISE ACCESSED THROUGH YOUR USE OF THE RTTL IS AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, NETWORK, PRODUCTS OR SERVICES THAT RESULTS THEREFROM. YOU AGREE THAT AMTSO HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, ANY RTTL DATA, OR TO MAINTAIN THE RTTL. AMTSO RETAINS THE RIGHT TO LIMIT OR TERMINATE YOUR USE OF THE RTTL DATA AT AMTSO'S SOLE DISCRETION AT ANY TIME WITH OR WITHOUT NOTICE.
- F. RTTL Users, and Non-Members, as applicable, shall exercise caution and not upload, download or use any RTTL Data that may result in criminal or civil liability under any applicable laws or regulations including, without limitation, the laws of the United States of America and any applicable laws and regulations in the jurisdiction where the RTTL User or Non-Member lives, works or provides or accesses RTTL Data.
- G. Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full.

## VII. Other Terms

- A. Termination.
  - 1. The licenses granted herein are valid for one (1) year from the date of electronic submission of your acceptance of this Agreement. Unless otherwise terminated by AMTSO or you, these licenses shall automatically renew after the initial term expires for successive terms of one (1) year each.
  - 2. This Agreement may be terminated in the following manner:
    - a. By either party at any time upon ninety (90) calendar days written notice;
    - b. By AMTSO upon any breach that is not cured within ten (10) calendar days written notice from AMTSO; or
    - c. By direction of the AMTSO Board of Directors pursuant to resolution of an RTTL Complaint brought pursuant to this Agreement.
  - 3. Upon termination of this Agreement, you shall immediately cease all access to the RTTL, and cease all access and use of RTTL Data, including any Query Results.
- B. AMTSO reserves the right to cease operation of RTTL, permanently or temporarily, at AMTSO's sole discretion, at any time upon ninety (90) calendar days written notice to all registered RTTL Users and Non-Members. Upon such cessation of operations, RTTL will no longer be accessible. In addition, AMTSO reserves the right to cease operations of RTTL, permanently or temporarily, to address any technical or other operational issue with RTTL at any time, although reasonable effort will be made to notify all registered RTTL Users and Non-Members of such action with as much advance notice as reasonably possible.
- C. This Agreement, including the exhibits hereto, together with the [AMTSO Member Agreement](#), [AMTSO Privacy Policy](#), [AMTSO Intellectual Property Policy](#), and AMTSO Contribution and License Agreement, as each may be applicable, contains the entire

agreement and understanding between AMTSO and you as an RTTL User or Non-Member with respect to the RTTL. AMTSO may modify this Agreement at any time, which modified agreement shall be binding on all RTTL Users and Non-Members thirty (30) calendar days after the earlier to occur of (i) the posting of the modified agreement on the AMTSO internal website, or (ii) AMTSO sending written notice of the modified agreement to the RTTL Users and Non-Members.

- D. Neither party to this Agreement may assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, AMTSO and each RTTL User's or Non-Member's permitted successors and assigns.
- E. If in any circumstance AMTSO does not apply or enforce any provision in this Agreement, it is not a waiver of that provision.
- F. If any provision of this Agreement is found to be unlawful, void or unenforceable, that provision of part of the provision is deemed severable from this Agreement and will be enforced to the maximum extent possible, and all other provisions of this Agreement will remain in full force and effect.
- G. All matters and disputes relating to this Agreement shall be governed by the laws of the State of California without regard to any conflicts of law provisions thereof.
- H. All notices required under this Agreement shall be given electronically and in writing, and shall be addressed or delivered to AMTSO at [rttl-legal@amtso.org](mailto:rttl-legal@amtso.org), and to any RTTL User or Non-Member at the address for electronic delivery provided upon registration with AMTSO to use the RTTL.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the later of the dates set forth below.

Applicant Name: \_\_\_\_\_

Applicant Title: \_\_\_\_\_

Applicant Company or Institution: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Form of RTTL Third Party Limited Terms of Use

## I. General

The Anti-Malware Testing Standards Organization, Inc., a California nonprofit mutual benefit corporation (“AMTSO”), is dedicated to improve the quality, relevance and objectivity of anti-malware testing methodologies. In furtherance of this mission, AMTSO has facilitated the Real Time Threat List (“RTTL”) to provide our members with a broad and objective repository of malware samples and related metadata. AMTSO members are permitted to contribute, access and use the information provided in the RTTL.

This Agreement is entered into by and between AMTSO and you, as a non-AMTSO member that has requested limited access to specific information, malware samples, metadata or query results from the RTTL (collectively, “Specified RTTL Data”). In consideration for access to the Specified RTTL Data, you hereby agree as follows:

## II. Restrictions on Access and Use of RTTL Data

- A. You agree to protect the confidentiality of the Specified RTTL Data.
- B. You agree that your access or use of the Specified RTTL Data in whole or in part will be only in compliance with the terms of this Agreement and any additional restrictions specified by any AMTSO member in connection with the provision of the Specified RTTL Data. In addition, you agree that you will not provide the Specified RTTL Data to any third party without AMTSO’s prior written consent.
- C. Each RTTL User hereby agrees to protect the confidentiality of all data received from the RTTL at all times. Each RTTL User is prohibited from sharing any such data with any third party unless such third party is:
  - a. An employee of the RTTL User who requires access to such data to perform services at the request of the RTTL User which are permitted by the terms of this Agreement; or
  - b. A contractor of the RTTL User who or which requires access to such data to perform services at the request of the RTTL User, which are permitted by the terms of this Agreement.
  - c. In the interests of clarity, except as specifically set forth above, each RTTL User shall not provide any access to any RTTL Data to any third party, including, but not limited to, any third party multiscanning anti-malware service.
- D. This Agreement and your access or use of the Specified RTTL Data itself grants no rights to use the name “AMTSO,” “RTTL” or any third party trademarks.
- E. You shall have no ownership of any proprietary rights in the Specified RTTL Data.

- F. ACCESSING AND USING THE SPECIFIED RTTL DATA IS SOLELY AT YOUR RISK. AMTSO PROVIDES THE SPECIFIED RTTL DATA SOLELY ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND AMTSO EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ALL KINDS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUOUS OPERATION, COMPLETENESS, QUALITY, ACCURACY, AND NON-INFRINGEMENT. AMTSO MAKES NO REPRESENTATION OR WARRANTY THAT THE SPECIFIED RTTL DATA WILL MEET YOUR REQUIREMENTS, BE SAFE, SECURE, UNINTERRUPTED, TIMELY, ACCURATE, OR ERROR-FREE, OR THAT YOUR INFORMATION WILL BE SECURE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AMTSO OR THROUGH THE RTTL CREATES ANY REPRESENTATION OR WARRANTY OF ANY KIND.
- G. AMTSO shall have no obligation to update the Specified RTTL Data that you receive, and does not make any determination as to whether any sample actually constitutes malware. AMTSO has no obligation to verify or authenticate any Specified RTTL Data.
- H. NEITHER AMTSO, NOR ANY PARTIES THAT HAVE CONTRIBUTED OR USED ANY RTTL DATA (“RTTL USER”), ARE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING DIRECTLY OR INDIRECTLY OUT OF THE ACCESSING OR USE OF THE SPECIFIED RTTL DATA, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES, OR ATTORNEYS’ FEES, REGARDLESS OF WHETHER ANY PERSON OR ENTITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE.
- I. YOU HEREBY RELEASE AND WAIVE ALL CLAIMS, DAMAGES AND LOSSES OF ANY KIND, KNOWN AND UNKNOWN, YOU MAY HAVE AGAINST AMTSO AND ANY RTTL USER, AND ANY OF AMTSO’S OR SUCH RTTL USER’S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SPECIFIED RTTL DATA.
- J. Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full.
- K. The license granted herein is a one (1) time use license to access the Specified RTTL Data. This license will not renew, and will terminate thirty (30) calendar days after the date this Agreement is executed. In addition, this Agreement may be terminated in the following manner:
  - a. By either party at any time upon five (5) calendar days written notice;
  - b. By AMTSO upon a breach that remains uncured within five (5) days written notice from AMTSO; or
  - c. By direction of the AMTSO Board of Directors.
- L. Upon termination of this Agreement, you shall immediately cease all access and use of the Specified RTTL Data.
- M. This Agreement contains the entire agreement and understanding between AMTSO and you. AMTSO May modify this Agreement at any time, which modified agreement shall be binding on all RTTL Users thirty (30) calendar days after the earlier to occur of (i) the posting of the modified agreement on the AMTSO internet website, or (ii) AMTSO sending a written notice of the modified agreement to the RTTL Users. You may not assign this Agreement.
- N. If in any circumstance AMTSO does not apply or enforce any provision in this Agreement, it is not a waiver of that provision.

- O. If any provision of this Agreement is found to be unlawful, void or unenforceable, that provision of part of the provision is deemed severable from this Agreement and will be enforced to the maximum extent possible, and all other provisions of this Agreement will remain in full force and effect.
- P. All matters and disputes relating to this Agreement shall be governed by the laws of the State of California without regard to conflicts of law provisions thereof.
- Q. All notices required under this Agreement shall be given electronically and in writing, and shall be addressed or delivered to AMTSO at [rttl-legal@amtso.org](mailto:rttl-legal@amtso.org), and to you at the address for electronic delivery provided upon your execution of this Agreement.

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## RTTL Operational Guide

Version 2 of the RTTL brings the ability to have contributors provide review and feedback of RTTL data to improve the quality of that data. This process will allow a limited window for testers to access the data prior to vendors. The following restrictions apply to all contributors and users of such data:

1. Any data uploaded into the RTTL may be immediately accessible and available to all AMTSO members that have been granted access to the RTTL Program. Vendors may have their access to samples and data delayed for a limited period of time following Testers.
2. Testers are prohibited from sharing RTTL data during the time where Vendors are restricted from accessing that data.
3. Contributors, to the extent permitted to access RTTL Data, may be required to meet a standard minimum submission rate to qualify for access to RTTL data and samples.
4. New contributors, to the extent permitted to access RTTL Data, may have their data submission quality reviewed prior to obtaining access to RTTL data.

The terms of this Operational Guide may be updated from time to time. You will be provided notification of any such changes no less than 10 days in advance of any such update. If you do not agree with the changes, please discontinue your contribution or use of the RTTL.

# RTTL Complaints Procedure

## I. General

- A. Contributions to, and use of, all RTTL Data is subject to the RTTL License Agreement, including the RTTL Terms and Conditions attached as Exhibit D to such Agreement (Collectively, “the RTTL License Agreement”) and all RTTL Users and Non-Members shall abide by such terms.
- B. If any RTTL User, AMTSO member, Non-Member or other party believes that the terms of the RTTL License Agreement have been breached, such party is requested to send a full description of the alleged infraction or other complaint (a “RTTL Complaint”) to [rttl-complaints@amtso.org](mailto:rttl-complaints@amtso.org).
- C. Upon receipt of an RTTL Complaint, AMTSO will conduct an investigation in accordance with the Complaint Procedure set forth below.

## II. Investigation Process

### A. Initial Screening – Stage One

1. All RTTL Complaints will be investigated by AMTSO’s General Counsel or external legal counsel (the “Initial Reviewer”).
2. The Initial Reviewer will review the RTTL Complaint promptly, with a goal of completing the initial screen within five (5) business days of receiving the RTTL Complaint.
3. If the Initial Reviewer finds that the RTTL Complaint has merit, they will present their findings promptly for review to the RTTL Panel.
4. If the Initial Reviewer finds the RTTL Complaint to be without merit, they will record their findings in a summary report that will be presented to the AMTSO Board of Directors (the “Board”) at the next regularly scheduled meeting.

### B. RTTL Panel Review – Stage Two

1. Appointment and Composition. The RTTL Panel shall be comprised of five (5) members and shall:
  - a. Be appointed by the Chair of the Board, in consultation with the Initial Reviewer;
  - b. Be selected from among the AMTSO membership, Board or AMTSO Advisory Board;

- c. Represent no less than one (1) member that has self-identified with AMTSO as a Tester, and one member that has self-identified with AMTSO as a Vendor;
  - d. Ideally include AMTSO members representing different geographical regions; and
  - e. Be independent, in that neither the Subject (defined below), nor any affiliate of the Subject, will be included on the Panel.
2. Conflicts of Interest.
- a. The RTTL User or other party, as may be applicable, accused in the RTTL Complaint (the “Subject”) will be presented with the names and current affiliations of each member of the RTTL Panel, and shall have the option to veto the inclusion of one (1) single member if the RTTL User believes there is a conflict of interests.
  - b. Because the RTTL Panel will be comprised of AMTSO members and affiliates, every member will most likely have some level of conflict; so no more than one veto may be used by the Subject for each investigation.
3. Timing. The RTTL Panel will complete the Stage Two investigation into an RTTL Complaint promptly, with the goal to have a final disposition of the matter within three (3) weeks from the date the RTTL Complaint is received by the RTTL Panel.
4. Investigation Process.
- a. The RTTL Panel will make reasonable efforts to interview and allow presentation of evidence from:
    - i. The originator of the RTTL Complaint;
    - ii. The Subject; and
    - iii. Any other parties with relevant insight or technical knowledge that would be helpful to the investigation.
  - b. The RTTL Panel will be given the full support of the Board, and enabled to access AMTSO resources to complete its investigation in a fair, timely and complete manner.
  - c. At the end of the Stage Two Investigation, the RTTL Panel will report its final decision on the RTTL Complaint, and including a recommendation for response (“Panel Determination”). The Panel Determination will be provided to the Chair of the Board, and will be presented to the Board at either a special meeting, or the next regularly scheduled meeting of the Board, which in either case will occur no later than ten (10) business days from the date of the Panel Determination.

C. Final Determination.

1. The Board will have the right to commence further inquiry into the RTTL Complaint, regardless of the Panel Determination, but must complete any such inquiry and enter a final determination on the matter ("Final Determination") within seven (7) calendar days from presentation of the Panel Determination.

D. Consequences.

1. If the Board determines that an infraction or other violation of the RTTL License Agreement has occurred, then the Board may take any action it considers reasonable and necessary to terminate the continuation of such violation, infraction or to protect the intellectual property rights of AMTSO or a third party.
2. In addition, the Board, in its sole discretion, may respond to a Final Determination of an infraction or other violation of the RTTL License Agreement with one of the following actions, or any other reasonable action:
  - a. Provide the Subject with a warning, advice and/or guidance on appropriate use of the RTTL;
  - b. Suspend the Subject's access to the RTTL and RTTL Data;
  - c. Terminate the License Agreement with the Subject, and the Subject's access to the RTTL and RTTL Data;
  - d. Suspend the Subject's AMTSO membership; or
  - e. Terminate the Subject's AMTSO membership.
3. Although AMTSO is committed to completing all operations in an open and transparent manner, AMTSO will not disclose to the general public any information regarding an RTTL Complaint, including the name of the Subject, until completion of the related investigation and a Final Determination has been reached. Once an RTTL Complaint has reached a Final Determination, disclosure of the resolution will be at the sole discretion of the Board.

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# RTTL Terms and Conditions

Last Updated: June 19, 2019

## I. General

The Real-Time Threat List (RTTL) is a repository of malware samples collected by experts from around the world. The repository is managed, maintained and secured by the Anti-Malware Testing Standards Organization (AMTSO).

All information, malware samples, metadata and RTTL query results (collectively, "RTTL Data") which comprise the RTTL is collaboratively provided by AMTSO members, and other non-AMTSO member third parties where permitted by AMTSO. All parties that contribute, access and use RTTL Data have agreed to be bound by the RTTL License Agreement, which includes these RTTL Terms and Conditions (these "Terms", defined and collectively with the RTTL License Agreement as "the Agreement"). Each such party that contributes data to the RTTL is hereafter defined as an "RTTL Contributor".

These terms set forth the minimum requirements for an RTTL Contributor to provide data to the RTTL. The list of all RTTL Contributors will be publicly available, and each RTTL Contributor agrees that their company name and logo may be used for purposes of publicizing RTTL.

## II. Minimum Requirements for Contributing to RTTL

Any RTTL Contributor wishing to contribute to RTTL must fulfil, at the minimum, the following requirements:

- a) Submit samples and/or URLs within the minimum and maximum bounds set by the RTTL administrators, as communicated to RTTL users on each adjustment to those bounds.
- b) In the case that an RTTL Contributor has previously reported a particular malware sample, such RTTL Contributor should report the same malware sample again, but must update the accompanying metadata.
- c) The RTTL Contributor must include with the malware sample such sample's prevalence for the twenty-four (24) hour period immediately preceding the submission.
- d) For the purposes of these Terms, "prevalence" includes:
  - i. Data associated with either endpoints or gateways. If the RTTL Contributor does not include prevalence information with the malware submission, it will not be considered a valid submission.
  - ii. The number of times that a particular malware threat has been detected or seen by the RTTL Contributor in the twenty-four (24) hour period immediately preceding the submission.

- In the case of endpoints, “prevalence” refers to the number of endpoints where the threat has been detected or seen by the RTTL Contributor in the twenty-four (24) hour period immediately preceding the submission.
  - In the case of gateways, “prevalence” refers to number of gateways where the threat has been detected or seen by the RTTL Contributor in the twenty-four (24) hour period immediately preceding the submission.
- e) File Types: RTTL Contributors must only report data to the RTTL that is properly classified. The RTTL currently includes the following classifications, which classification list may be updated from time to time in the RTTL:
- i. Malware
  - ii. PUA / Grey
  - iii. Clean
  - iv. Unknown

### III. Guidelines

The more information provided to RTTL by RTTL Contributors, the higher the quality RTTL will be. AMTSO’s goal is to improve testing, and providing a high quality RTTL will help to achieve that goal. Therefore, RTTL Contributors are encouraged to provide as much information as possible.

- a) Countries: if an RTTL Contributor can provide a breakdown of countries where a sample has been detected, this information should be provided to the RTTL along with the prevalence number for each country.
- b) Operating System: if an RTTL Contributor can provide a breakdown of the operating systems where a sample has been detected, this information should be provided to the RTTL along with the prevalence number for each operating system.
- c) Consumer / Corporate: if an RTTL Contributor can provide a breakdown of the type of customer where a sample has been detected, this information should be provided with the prevalence number for each sample.
- d) URL Source: if an RTTL Contributor has the URL(s) where the sample has been downloaded from, this information should be included in the RTTL.
- e) URL Referrer: If an RTTL Contributor has the initial URL where an attack began, this information should be included in the RTTL, as it will be particularly useful information for testers who perform end-to-end tests.
- f) Polymorphic: Many of the current forms of malware are in one way or another polymorphic. The same family of malware can have a number of samples, and it is possible that each sample of that family does not have enough prevalence to be on the list, but as a family it could be one of the most prevalent ones. RTTL Contributors are encourage to check the polymorphic box, as well as adding a family name with the prevalence for that family, which

will be the total number of times that family has been detected or seen in the twenty-four (24) hour period immediately preceding the submission. In addition, the RTTL should include the prevalence data for each such sample.

- g) URLs: The RTTL allows RTTL Contributors to report the most prevalent malicious URLs. RTTL Contributors submitting this data must provide the URL address, its prevalence and the date such data was first detected or seen by the RTTL Contributor. In addition, RTTL Contributors are encouraged to add the IP address with the data.
- h) RTTL Contributors must only report data to the RTTL that is properly classified, as set forth in Section II, above. However it is inevitable that some errors will happen, and data that has been submitted to RTTL may be inadvertently misclassified. If any RTTL Contributor that has submitted data determines that such data should be reclassified (for example, to PUA, Grey or Clean), such RTTL Contributor must update the data previously submitted to the RTTL. This is critical for testers, if samples are misclassified, the RTTL will be unreliable and, therefore, unusable.

#### IV. Official RTTL Contributor

- A. To become an RTTL Contributor, one must:
  - Be a current member of AMTSO, or be a non-AMTSO member third party permitted by AMTSO to contribute to the RTTL.
  - Complete the RTTL Application, including agreeing to the Agreement, and being accepted as an RTTL Contributor.
  - Fulfill the minimum requirements of the RTTL described in this document.
- B. All further terms of use for the RTTL are provided in the Agreement, including the RTTL Complaints Procedure, which is attached as an exhibit thereto.
- C. Violation of these Terms may subject the RTTL Contributor to termination of their use of RTTL, or such other actions as determined by the AMTSO Board of Directors, as set forth in the RTTL Complaints Procedure.