



## Trial Agreement

**THIS TRIAL AGREEMENT GOVERNS USE OF THE WEBROOT® EMAIL SECURITY SAAS AND/OR THE WEBROOT® WEB SECURITY SAAS SERVICE(S) (“SERVICES”) FOR EVALUATION PURPOSES ONLY BY THE ENTITY (“YOU” OR “CUSTOMER”) IDENTIFIED IN THE SERVICE REQUEST FORM. IF YOU DO NOT AGREE TO ALL OF THE TERMS BELOW, WEBROOT SOFTWARE, INC. (“WEBROOT”) IS UNWILLING TO LICENSE YOU TO USE THE SERVICES, YOU ARE NOT AUTHORIZED TO USE THE SERVICES FOR ANY PURPOSE, AND YOU SHOULD NOT PROCEED WITH THE SERVICES TRIAL. YOU AND WEBROOT ARE REFERRED TO HEREIN COLLECTIVELY AS THE “PARTIES” AND INDIVIDUALLY AS A “PARTY.”**

1. **Service Request Form.** You agree that You must properly fill out the Webroot Service Request Form, which is a separate document and incorporated herein by reference, before You can receive any Services.
2. **License.** You are granted a non-exclusive, non-transferable, limited, non-sublicensable, revocable license, without the right to sublicense, to use the Services for evaluation purposes only. You agree to use the Services solely for such purposes, in accordance with the usage restrictions set forth in Clauses 3 & 4, for the designated evaluation period (the “Trial Period”). Unless otherwise agreed by the Parties in writing, the Trial Period shall be fourteen (14) days. Upon expiration of the Trial Period, Your license to use the Services automatically expires and the Services capabilities may become restricted. If You desire to continue to use the Services beyond the Trial Period, You may acquire a license for the applicable fee, and Your continued use will be governed by the terms of Webroot’s then-current Master Services Agreement. Any attempt to circumvent any expiry date technology or other mechanism contained within the Services which is intended to limit your ability to use the Services to a specified period is strictly prohibited, and any attempt to do so shall constitute a material breach of this Agreement.
3. **Restrictions.** You agree that You will: (a) comply with all laws and/or regulations applicable to the Services including, without limitation, applicable data protection and privacy laws and/or regulations.; (b) use the Services for legitimate business purposes only; and (c) conform with all generally accepted Internet protocols and standards. Prohibited uses include, but are not limited to: (i) use of the Services in any manner that violates or infringes any third party intellectual property right; (ii) transmitting, displaying, or posting to a bulletin board obscene, indecent, or pornographic material; (iii) transmitting, displaying, or publishing any material which is of a defamatory, offensive, abusive, or menacing character to any other person; or (iv) transmitting unsolicited commercial e-mail (i.e., spam). You agree to indemnify and hold harmless Webroot and its respective officers, agents, employees, contractors, subcontractors, suppliers, invitees, and representatives from and against any and all claims, including, without limitation, claims by Your employees or customers, of loss, damage, liability, cost, or expense (including attorneys fees and expenses) resulting from your failure to comply with this section.
4. **Intellectual Property.** Webroot and its licensors will have and retain full and exclusive ownership of all Intellectual Property Rights (as defined below) associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery, or invention, whether or not reduced to practice, relating to: (a) the Services, including any Webroot work product; (b) any result of the Services; (c) any joint development; or (d) any enhancement or improvement to, or derivative of, any of the foregoing (collectively, “Webroot Property”). The Intellectual Property Rights associated with Webroot Property are referred to collectively as “Webroot IP.” Except as expressly provided in this Agreement, Customer receives no right, title, or interest (whether by implication, estoppel, or otherwise) in or to the Webroot Property or Webroot IP. However, Customer does receive a limited, non-exclusive, non-transferable, limited, non-sublicensable, revocable license to use such of the Webroot IP and Webroot Property to the extent necessary for Customer to exercise its rights hereunder. Customer will not: (a) sublicense, lease, rent, loan, or otherwise transfer the Webroot Property or Webroot IP to any third party; (b) use the Webroot Property or Webroot IP in any service bureau or time-sharing arrangement; (c) reverse engineer, decompile, disassemble, copy, create derivative works from, or attempt to derive the source code for the Webroot Property or Webroot IP; or (d) permit any third party to do any of the foregoing. “Intellectual Property Rights” means all worldwide patents, patent applications, copyrights, trademarks, design rights, service marks, trade names, trade dress, trade secrets, know-how, moral rights, and any other intellectual property or proprietary rights.
5. **No Warranty.** **WEBROOT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY**

**RIGHTS. THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS. IN ADDITION, WEBROOT DISCLAIMS ALL LIABILITY FOR THE SERVICES SETTINGS SELECTED BY YOU AND FOR ANY PROGRAMS, FILES, OR CONTENT ON OR IN THE YOUR COMPUTER(S), SYSTEMS, OR COMMUNICATIONS. WEBROOT EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.**

6. Limitation of Liability. WEBROOT SHALL HAVE NO LIABILITY TO THE CUSTOMER FOR ANY LOSS OR DAMAGE HOWSOEVER CAUSED OR ARISING OUT OF THE PROVISION OF THE SERVICES, WHETHER DUE TO WEBROOT'S NEGLIGENCE OR FAILURE TO PERFORM OR ANY OTHER REASON. IN NO EVENT WILL WEBROOT'S TOTAL AGGREGATE LIABILITY RELATED TO THIS TRIAL AGREEMENT, REGARDLESS OF LEGAL THEORY, EXCEED \$100.00.
7. Commencement. The Trial Period shall commence on the date that You are notified that the Services You requested have been provisioned. You will not be charged for Services during the Trial Period.
8. Cancellation. Either Party may cancel this Trial Agreement at any time during the Trial Period upon written notice to the other Party.
9. General. This Trial Agreement benefits You and Webroot, and there are no intended third party beneficiaries. This Trial Agreement may be amended only by a written document signed by both Parties. You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Trial Agreement to any third party without Webroot's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. All waivers must be in writing. The failure of a Party to exercise or enforce any right under this Trial Agreement shall not be deemed to be a waiver of that right, nor shall such failure operate to bar the exercise or enforcement of such right at any time or times thereafter. If any provision of this Trial Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Trial Agreement will be governed by the laws of the State of Delaware, without regard to any of its conflict of laws provisions that would cause the laws of another jurisdiction to apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Trial Agreement. Any action or proceeding relating to this Trial Agreement must be brought in a federal or state court in Denver or Boulder county, Colorado (provided, however, that nothing will prevent Webroot from seeking injunctive relief to enforce the terms of this Trial Agreement in any venue or jurisdiction, as determined in Webroot's sole discretion), and each Party irrevocably submits to the jurisdiction and venue of any such court in any such proceeding. If any legal action is brought to enforce this Trial Agreement, the prevailing Party will be entitled to receive its costs, expenses, and reasonable attorneys' fees, in addition to any other relief it may receive. This Trial Agreement constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.