

## **Managed Detection and Response Services Addendum**

Last Updated: March 28, 2022

The terms and conditions of your purchase of third-party managed detection and response services ("MDR Services") from Webroot are governed by the terms of this Managed Detection and Response Services Addendum ("Addendum") and the applicable Webroot agreement for businesses or MSPs for the Endpoint Protection offering ("Agreement"). In the event of any conflict between the terms of the Agreement and this Addendum, this Addendum will govern and control.

Webroot may modify this Addendum from time to time, in which case the modified Addendum will supersede prior versions. If Webroot makes any material changes to this Addendum, as determined by Webroot at its sole discretion, Webroot will provide you with prior notice via a posting on Webroot's website and/or other communication to you. Your continued use of MDR Services after the date of the revised Addendum shall constitute your acceptance of such revised Addendum.

### **MDR Services**

Notwithstanding anything contained in the Agreement, you acknowledge that you are receiving the MDR Services directly from a third-party service provider of MDR Services ("MDR Provider") pursuant to the MDR Provider's standard terms and conditions or such other terms as agreed upon by you and the MDR Provider ("MDR Terms and Conditions"). Accordingly, the MDR Provider shall be the party responsible for providing the MDR Services to you and you will look solely to the MDR Provider for any loss, claims or damages arising from or related to the provision of the MDR Services.

### **Term**

The Agreement and this Addendum shall continue to apply and be in effect during the Term, unless earlier terminated in accordance with the Agreement and this Addendum.

Subscriptions to the MDR Services will automatically renew for additional periods equal to the initial subscription term, unless either party gives the other party written notice of non-renewal at least sixty (60) days before the end of the expiring subscription term. You shall deliver such written notice of non-renewal to Webroot to [WR-BlackpointMDR@opentext.com](mailto:WR-BlackpointMDR@opentext.com) and to the MDR Provider in accordance with the notice requirements of the MDR Terms and Conditions. Each renewal, whether automatic or otherwise, shall constitute a new subscription term. The pricing for any automatic renewal term will be the same as that during the immediately prior subscription term unless Webroot has given you written notice of a price increase before the end of the expiring subscription term, in which case the price increase will be effective upon renewal.

### **Payment**

Webroot shall bill you monthly in accordance with (a) the number of endpoint licenses purchased; or (b) the number of endpoints in use within the deployed MDR Services (which shall be calculated by totaling the number of unique devices that have called the MDR Provider's cloud) during the prior calendar month subscription to the MDR Services, whichever is greater. For the avoidance of doubt, you agree to pay Webroot the fees for the MDR Services in accordance with the terms of the Agreement and this Addendum. Notwithstanding anything to the contrary contained in the Agreement, (a) all payment obligations are non-cancellable and all amounts paid are non-refundable, and (b) quantities purchased cannot be decreased during the relevant subscription term.

## **Warranties**

You acknowledge that Webroot is not the provider of the MDR Services purchased by you hereunder and the only warranties offered are those of the MDR Provider, not Webroot or its Affiliates. In purchasing the MDR Services, you rely on the MDR Provider's service descriptions and the terms and conditions set forth in the MDR Terms and Conditions only and not on any statements, specifications, service descriptions or other specifications representing the MDR Services that may be provided by Webroot or its Affiliates. YOU EXPRESSLY WAIVE ANY CLAIM THAT YOU MAY HAVE AGAINST WEBROOT OR ITS AFFILIATES BASED ON ANY PRODUCT LIABILITY OR INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE MDR SERVICES AND ALSO WAIVE ANY RIGHT TO INDEMNIFICATION FROM WEBROOT OR ITS AFFILIATES AGAINST ANY SUCH CLAIM MADE AGAINST YOU BY A THIRD PARTY.

WEBROOT MAKES NO, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY AND/OR SYSTEM INTEGRATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, OR RELATED TO, THE MDR SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE MDR SERVICES. FURTHERMORE, WEBROOT DOES NOT WARRANT THAT THE MDR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE MDR SERVICES WILL MEET YOUR REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MDR PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE MDR PROVIDER. YOU ACKNOWLEDGE THAT NO REPRESENTATIVE OF WEBROOT OR ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

You shall be solely responsible for daily back-up and other protection of your data and software against loss, damage or corruption. You shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of MDR Services. WEBROOT, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND YOU ASSUME ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE MDR SERVICES.

## **Pricing Information; Availability Disclaimer**

Webroot reserves the right to make adjustments to pricing and MDR Services offerings for reasons including, but not limited to, changing market conditions, MDR Services discontinuation, MDR Services unavailability, MDR Provider price changes, and changes to the relationship between Webroot and the MDR Provider. Therefore, Webroot cannot guarantee that it will be able to fulfill your orders.

## **Limitation of Liability**

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL WEBROOT, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCREASED COSTS, DIMINUTION IN VALUE, LOSS

OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, GOODWILL, BUSINESS, PRODUCTION, REVENUES OR SAVINGS, LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, SOFTWARE OR SYSTEM SECURITY, COST OF REPLACEMENT GOODS OR SERVICES, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF WEBROOT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF WEBROOT AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FOR DAMAGES ARISING OUT OF OR RELATED TO THE MDR SERVICES EXCEED THE LESSER OF: (A) THE AMOUNT PAID BY YOU TO WEBROOT FOR THE APPLICABLE SUBSCRIPTION TERM FOR THE MDR SERVICES; OR (B) \$1,000.

ALL EXCLUSIONS AND LIMITATIONS IN THE AGREEMENT AND THIS ADDENDUM SHALL ONLY APPLY SO FAR AS PERMITTED BY APPLICABLE LAW.

### **Free Trials; No Cost MDR Services**

You may be allowed to access the MDR Services on a limited trial basis or at no cost on an evaluation only basis ("Trial"), subject to the terms of the Agreement and this Addendum. Notwithstanding anything to the contrary stated in the Agreement or this Addendum, during a Trial, the MDR Services shall be provided "AS IS", without warranties of any kind, and Webroot and its Affiliates shall have no liability or indemnity obligations to you in connection with such Trial.

### **NFR Licenses**

You may be allowed to purchase and use the MDR Services to protect your own internal systems ("NFR Licenses"). NFR Licenses are for your use only for your internal systems, and cannot be re-sold, transferred to, or used for the benefit of your customers or any other third party. Any purchase of NFR Licenses shall be subject to the terms of the Agreement, this Addendum and the Webroot order documentation for such NFR Licenses. For the avoidance of doubt, during the subscription term purchased for your NFR License, you shall receive MDR Services directly from the MDR Provider pursuant to the MDR Terms and Conditions.