WEBROOT®

an **opentext**™ company

DATA SERVICES AGREEMENT

THIS IS A LEGAL CONTRACT BETWEEN WEBROOT AND PARTNER.

IF AN INDIVIDUAL IS DOWNLOADING, INSTALLING, OR CONFIGURING THE BRIGHTCLOUD SERVICE ON BEHALF OF PARTNER, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT HE OR SHE IS AT LEAST 18 YEARS OLD ANDHAS THE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF PARTNER, THAT THE AGREEMENT HAS BEEN AUTHORIZED BY PARTNER, AND THAT THE AGREEMENT WILL CONSTITUTE THE LEGAL, VALID, AND BINDING OBLIGATION OF PARTNER, ENFORCEABLE AGAINST PARTNER IN ACCORDANCE WITH ITS TERMS.

THE AGREEMENT IS EFFECTIVE ON THE EFFECTIVE DATE. BY EXECUTING OR SIGNING AN ORDER OR OTHERWISEMANIFESTING ASSENT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, PARTNER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF PARTNER DOES NOT AGREE, PARTNER IS NOT AUTHORIZED TO USE THE BRIGHTCLOUD SERVICE FOR ANY PURPOSE.

1. **Defined Terms.** All defined terms in the Agreement have the meanings given to them in this <u>Section 1</u> or in the section in whichsuch terms are first defined. Definitions denoting the singular have a comparable meaning when used in the plural, and vice versa.

    1.1. "**Affiliate**" means an entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a Party.

    1.2. "**Agreement**" means the terms of this Data Services Agreement and each applicable Order.

    1.3. "**API**" means Webroot's application programming interface that may be called or invoked to receive Classifications.

    1.4. "**BrightCloud Service**" means Webroot's hosted threat intelligence service that: (a) is offered on a subscription basis; (b) is accessed via one or more Delivery Mechanisms; and (c) provides Classifications of one or more Data Types. Inthe Agreement, references to "**BrightCloud Service**" also include any Upgrades.

    1.5. "**Channel Partner**" means an authorized distributor or reseller of Partner that, pursuant to a written agreement with Partner, has the limited right to distribute or resell Integrated Products.

    1.6. "**Classification**" means Webroot's classification, categorization, or scoring of a Data Type, or statistical or contextualinformation relating to a Data Type.

    1.7. "**Confidential Information**" means non-public information that is exchanged between Partner or its Affiliates and Webroot or its Affiliates, provided that such information: (a) is identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"); or (b) is disclosed under circumstances that would indicate to a reasonable personthat the information should be treated as confidential by the party receiving such information ("**Recipient**"), except that in the case of Webroot, all non-public aspects of the BrightCloud Service are Webroot's Confidential Information,regardless of how disclosed. Confidential Information does not include information that Recipient can demonstrate: (x) was rightfully known to Recipient without restriction on use or disclosure prior to such information being disclosed or made available to Recipient in connection with the Agreement; (y) was or becomes generally known by the publicother than by Recipient's breach of the Agreement; or (z) was or is received by Recipient on a non-confidential basisfrom a third party that, to Recipient's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.

1.8.   "**Data Type**" means a category of threat intelligence information identified in an Order. A Data Type may consist ofIP addresses, URLs, apps, files, or other data types.

1.9.   "**Delivery Mechanism**" means the API, SDK, Local Database, or some combination of the foregoing, depending on Partner's subscription to the BrightCloud Service. Delivery Mechanisms form part of the BrightCloud Service.

1.10.   "**Documentation**" means the written or electronic user documentation pertaining to use of the BrightCloud Service that is provided by Webroot to Partner.

1.11.   "**Effective Date**" means the date set forth in an Order or, if no Effective Date is specified in an Order, the date that Webroot signed such Order.

1.12.   "**End User**" means an end user customer of an Integrated Product who is granted a right to use the Integrated Product for its internal purposes, and not for resale, pursuant to an End User Agreement.

1.13.   "**End User Agreement**" means an enforceable written agreement between Partner and each End User that contains terms at least as protective of Webroot and its Intellectual Property Rights as the terms attached as <u>Exhibit A</u> (End User Agreement Minimum Protections) hereto.

1.14.   "**Evaluation/Beta Period**" means the period of time beginning on the Effective Date (or longer if set forth in a separatewriting signed by Webroot) and continuing for 30 days thereafter.

1.15.   "**Evaluation/Beta Service**" means the connection to and use of the BrightCloud Service as made available to Partneron a trial basis.

1.16.   "**Fees**" means those fees and charges set forth in an Order.

1.17.   "**Integrated Product**" means the Partner Product that is adapted to access Classifications of certain Data Types.

1.18.   "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwisenow or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, orother intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.19.   "**Local Database**" means a local copy of a database that contains Classifications of certain Data Types, and which isdownloaded by Partner via the SDK.

1.20.   "**Order**" means any written order or quote, in electronic or paper form, executed by Partner and Webroot that (a) references this Data Services Agreement and (b) describes Partner's subscription to the BrightCloud Service and the Fees owed in connection therewith.

1.21.   "**Partner**" means the entity identified on one or more Orders that is receiving the BrightCloud Service.

1.22.   "**Partner Product**" means the Partner product or service that is identified on an Order.

1.23.   "**Party**" means Webroot or Partner, as appropriate, and "**Parties**" means Webroot and Partner.

1.24.   "**Representative**" means, as to a Party or its Affiliates, any of that Party's or its Affiliates' directors, officers, employees, contractors, consultants, and advisors.

1.25.   "**SDK**" means Webroot's software development kit that may be provided to Partner, as identified

on an Order. The term SDK also includes the code that governs and controls: (a) the access and caching of Classifications; and (b) updates to the Local Database, each as configured and implemented by Partner.

1.26. "**Subscription Term**" means the amount of time set forth on an Order that Partner is authorized to exercise its rightsunder the Agreement. If the Order doesn't specify when the Subscription Term begins, it begins on the Effective Date.

1.27. "**Upgrades**" means any updates or upgrades to the BrightCloud Service or any feature or component thereto during the Subscription Term.

1.28. "**Warranty Period**" means the Subscription Term.

1.29. "**Webroot**" means either Webroot Inc. (if Partner is located in the United States or Canada) or Webroot InternationalLimited (if Partner is located outside of the United States and Canada).

1.30. "**Webroot Indemnitees**" means Webroot, its Affiliates, and its and their officers, directors, employees, shareholders,and permitted successors and assigns.

1.31. **"Webroot Properties"** means the BrightCloud Service and resulting Classifications.

2. **Orders.** Partner may subscribe to the BrightCloud Service and may select Data Types via an Order accepted by Webroot. HOWEVER, ACCEPTANCE OF AN ORDER IS EXPRESSLY LIMITED TO AND CONDITIONED ON THE TERMSCONTAINED IN THE ORDER, INCLUDING ANY REFERENCE TO THE AGREEMENT THEREIN. WEBROOT OBJECTSTO ANY TERMS IN PARTNER'S ACCEPTANCE OR CONFIRMATION OF ANY ORDER (INCLUDING ANY TERMS CONTAINED OR REFERENCED IN ANY SUBSEQUENT PURCHASE ORDER) THAT ARE ADDITIONAL TO OR DIFFERENT FROM THE TERMS OF THE AGREEMENT. ANY SUCH ADDITIONAL OR DIFFERENT TERMS, WHETHER RECEIVED PRIOR TO OR AFTER THE DATE OF AN ORDER, WILL BE DISREGARDED BY THE PARTIES UNLESS SUCH TERMS ARE SPECIFICALLY AGREED TO IN A WRITING SIGNED BY WEBROOT. IN THE EVENT OF A CONFLICT BETWEEN AN ORDER AND THE TERMS OF THIS DATA SERVICES AGREEMENT, THE TERMS IN THE ORDER WILL CONTROL.

3. **Non-Exclusive Rights.** Subject to Partner's compliance with Sections 5, 12, and 15, Webroot, to the extent applicable to an Order,hereby grants Partner a non-exclusive, non-sublicensable (except as expressly set forth below), non-transferable right and license during the Subscription Term to: (a) use, copy, or modify, as applicable, the SDK as necessary for the sole purpose of creating Integrated Products, which may include copying and embedding the Local Database in Partner Products to create Integrated Products; (b) allow Integrated Products to obtain Classifications from the Local Database; (c) call the BrightCloud Service through the API from the Integrated Products to obtain Classifications; (d) distribute Integrated Products to End Users directly or through Channel Partners solely (i) for use by End Users without any right of redistribution and (ii) pursuant to an End User Agreement between each End User and Partner; and (e) sublicense to End Users the right to use the Integrated Products for internal business purposes only. For the avoidance of doubt, Webroot does not grant Partner a right to modify, adapt, translate, publicly display, publish, create derivative works of, or distribute the Documentation. Notwithstanding any provision to the contrary in this Section3, if Partner is using the Evaluation/Beta Service, Partner's use is solely limited to internal testing and evaluation of the BrightCloudService in a non-production environment during the Evaluation/Beta Period. For the avoidance of doubt, the rights granted to Partner hereunder are non-exclusive and nothing in the Agreement prohibits Webroot from entering into any OEM, VAR, reseller,end user license or other agreement with any other party in any territory or region of the world. Unless otherwise set forth in an Order, and subject to the Transitional Term (as defined in Section 17.3), the rights granted in this Section 3 terminate when the Agreement expires or is terminated as set forth herein.

4. **Channel Partners**. Partner may distribute Integrated Products through Channel Partners. Partner will ensure that each Channel Partner does not: (a) modify the Integrated Products; (b) use the Integrated Products to

provide services; or (c) integrate the Integrated Products with any other products or services or otherwise itself license the Integrated Products as an OEM or VAR. Partner must enter into written agreements with Channel Partners containing restrictions substantially similar to those set forth in this <u>Section 4</u>. Partner is responsible for its Channel Partners' compliance with such restrictions.

5. **License Conditions.** Except to the extent expressly set forth in the Agreement, it is a condition to the rights and licenses granted in <u>Section 3</u> and <u>Section 9</u> that Partner must not, nor permit any third party to: (a) access or use the BrightCloud Service in a manner not specifically permitted by the Agreement and Documentation; (b) circumvent any license restrictions or mechanisms intended to limit use of the BrightCloud Service; (c) reverse engineer or ascertain the algorithms or logic underlying one or more Classifications, including, without limitation, via training any software using machine learning techniques; (d) create derivative works from the BrightCloud Service (or any feature or portion thereof) or any Classification beyond the rights already granted in <u>Section 3</u>; (e) reverse engineer, disassemble, or decompile the BrightCloud Service (or any feature or portion thereof), or attempt to derive the source code of any feature or portion of the BrightCloud Service (other than the SDK), except to the extent the foregoing restrictions are prohibited by law; (f) access or use the BrightCloud Service for purposes of competitive analysis of the BrightCloud Service, or for benchmarking or stress testing of the BrightCloud Service; (g) publish, publicly display, or disclose any results produced by the BrightCloud Service, including any Classification, except to the extent Partner or its Channel Partners are providing demonstrations of or trainings on an Integrated Product; (h) place any Classifications or Data Types in a data feed (including RSS); (i) use the BrightCloud Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person or entity; (j) use the BrightCloud Service in violation of any applicable law, regulation, or order; or (k) use any aspect of the BrightCloud Service (including via caching, storing or using any Classification, or calling/invoking one or more APIs), to develop, market, or sell any product or service that competes with or offers functionality similar to the BrightCloud Service.

6. **Integration Requirements and Hosting**.

    6.1.   **Integrated Product.** Partner must ensure that each Integrated Product complies with the following prior to distributing such Integrated Product: (a) each Partner Product must contribute substantial functionality to the resulting Integrated Product (as compared to the Classifications); (b) Classifications may not be accessed on a standalone basis but only through Integrated Products; and (c) Classifications must be refreshed in accordance with the Documentation or Webroot's published guidelines.

    6.2.   **GA.** At least 10 days' prior to the general availability of the Integrated Products, Partner will give Webroot access to the Integrated Products to review the architecture of the Integrated Products and for purposes of ensuring the interoperability of the BrightCloud Service with the Integrated Products. Webroot has no right to cancel or unreasonably delay the release of the Integrated Product.

    6.3.   **Remote Hosting.** Webroot will remotely host, operate and provide the BrightCloud Service directly to each applicable Integrated Product. Partner will not have any right to operate or otherwise control the BrightCloud Service.

7. **Trademarks and Marketing.**

    7.1.   **Webroot Trademarks.** During the Subscription Term, and subject to the terms of the Agreement, Webroot hereby grants Partner a non-exclusive, non-transferable, non-sublicensable license to use and reproduce "Webroot", "BrightCloud", and any associated product trademarks, trade names and logos (collectively, the "**Webroot Marks**") solely in its distribution, marketing, advertising, and sale of the Integrated Products. Partner must obtain Webroot's written consent before it uses the Webroot Marks for the first time. Partner will conform its use of the Webroot Marks to Webroot's standards that have been provided to Partner in advance. Partner will not remove any trademarks or other proprietary notices incorporated in, marked on, or fixed to any Delivery Mechanisms. All goodwill arising from the use of the Webroot Marks will vest in and

inure to the benefit of Webroot and, to the extent Partner gains any rights in such goodwill, such goodwill is hereby assigned by Partner to Webroot. Partner recognizes Webroot's exclusive ownership of the Webroot Marks and agrees not to take any action inconsistent with such ownership. Partner agrees that it will not register, or attempt to register, any domain name containing the word "Webroot", "BrightCloud",or any other product or service name owned or licensed by Webroot, and if Partner has, to immediately cause the transfer of such domain name to Webroot without charge. Partner will cease using the Webroot Marks upon the expiration or termination of the Agreement.

7.2. **Partner Trademarks**. During the Subscription Term, and subject to the terms of the Agreement, Partner hereby grants Webroot a non-exclusive, non-transferable, non-sublicensable license to use and reproduce Partner's trademarks, trade names and logos (collectively, the "**Partner Marks**") in connection with and in accordance with the terms of the Agreement. Webroot's use of the Partner Marks will conform to Partner's standards that have been provided to Webroot in advance. For the avoidance of doubt, Webroot may in its marketing materials and on its websites disclose Partner as a technology partner of Webroot, and use Partner's name and logo in connection therewith. All goodwill arising from the use of the Partner Marks will vest in and inure to the benefit of Partner and,to the extent Webroot gains any rights in such goodwill, such goodwill is hereby assigned by Webroot to Partner. Webroot recognizes Partner's exclusive ownership of the Partner Marks and agrees not to take any action inconsistentwith such ownership. Webroot will cease using the Partner Marks upon the expiration or termination of the Agreement.

7.3. **Marketing.** The Parties will develop and complete a mutually agreed-upon marketing plan within six months of the Effective Date, pursuant to which Partner will promote and market the Integrated Products.

7.4. **Press Release.** Partner agrees to the issuance of a joint press release ("**Press Release**") regarding the Parties and Integrated Products on a mutually agreed-upon date. Each Party will have the right to approve the Press Release in writing in advance, but such approval will not be unreasonably delayed or withheld.

7.5. **Case Study.** Partner agrees to be the subject of a video and/or written partner case study produced by Webroot, whichwill focus on the mutual success of the partnership. Partner will be able to approve the case study material before publication, but such approval will not be unreasonably delayed or withheld.

8. **Upgrades**. Upgrades are subject to the terms of the Agreement unless other terms are provided with the Upgrade. Notwithstandingthe foregoing, if the functionality of the BrightCloud Service is not substantially decreased during the Subscription Term, Webrootmay at any time without notice discontinue or modify any characteristics of the BrightCloud Service. For the avoidance of doubt,Webroot may update or modify the Local Database or BrightCloud Service at any time in its sole discretion; however, the SDKenables Partner to determine when such updates are passed through to Integrated Products.

9. **Evaluation or Beta Services**.

9.1. **Overview.** If Partner has signed up for evaluation or beta services, then the provisions of this Section 9 will apply and control over any other conflicting terms of the Agreement. If Webroot provides the Evaluation/Beta Service to Partner, Partner may access and use such Evaluation/Beta Service for internal use only in a non-production, testing- only environment during the Evaluation/Beta Period for purposes of internal testing and evaluation. When the Evaluation/Beta Period expires, Partner's right to access and use the Evaluation/Beta Service expires, and Webroot may disrupt or disable Partner's authentication credentials and access to the Evaluation/Beta Service. If Partner desires to use the Service after the Evaluation/Beta Period, Partner must acquire the appropriate rights.

9.2. **ASSUMPTION OF RISK.** PARTNER ASSUMES ALL RESPONSIBILITY FOR THE

SELECTION AND USE OF THE EVALUATION/BETA SERVICE. THE EVALUATION/BETA SERVICE MAY NOT BE COMPLETE OR FULLY FUNCTIONAL, AND WEBROOT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE EVALUATION/BETA SERVICE, WHICH IS MADE AVAILABLE TO PARTNER ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WEBROOT'S OBLIGATIONS IN SECTION 19 DO NOT APPLY TO THE EVALUATION/BETA SERVICE. WHERE LEGAL LIABILITY SURROUNDING THE EVALUATION/BETA SERVICE CANNOT BE EXCLUDED, BUT MAY BE LIMITED, THE AGGREGATE LIABILITY OF WEBROOT AND ITS AFFILIATES FOR THE EVALUATION/BETA SERVICE WILL BE LIMITED TO THE SUM OF 50 UNITED STATES DOLLARS (OR THE THEN-CURRENT VALUE IN THE RELEVANT LOCAL CURRENCY) IN TOTAL. WEBROOT DOES NOT GUARANTEE THAT IT WILL CONTINUE TO MAKE THE EVALUATION/BETA SERVICE AVAILABLE UNDER THE AGREEMENT OR AT ALL.

10. **Partner's Obligations.**

10.1.   **Sales and Technical Training.** Partner will participate in such training programs as may be offered by Webroot and will, at Partner's sole expense, train Partner's sales and technical personnel as may be reasonably required to promote the Integrated Products. Webroot will provide reasonable assistance for such training, such as collateral, documentation and other readily available training materials.

10.2.   **No Representations**. Partner will not make any representations, guarantees, or warranties of any type: (a) with respect to the specifications, features, capabilities or otherwise concerning the BrightCloud Service that are in addition to or inconsistent with those set forth in the Documentation delivered by Webroot to Partner hereunder; or (b) on Webroot's behalf. Partner will represent Webroot and the BrightCloud Service in a positive and professional manner at all times.

10.3.   **Compliance with Laws**.

(a)   **General.** Partner shall, and shall cause its Channel Partners to, comply with all applicable federal, state, local and foreign laws, rules, and regulations (including, without limitation, laws related to data protection and privacy) while integrating, distributing, marketing, licensing, and supporting the Integrated Product.

(b)   **FCPA.** With regard to its obligations under the Agreement, Partner: (a) shall comply with the United States Foreign Corrupt Practices Act; and (b) shall not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof.

(c)   **Export**. The BrightCloud Service is subject to U.S. export control laws and regulations, and may be subject to foreign export or import laws or regulations. Partner shall strictly comply with all such laws and regulations and shall not use or transfer the BrightCloud Service (or any feature or component thereof) for any use relating to missile technology or nuclear, chemical, or biological weapons.

10.4.   **Enforcement**. Partner shall use commercially reasonable efforts to assist Webroot in the enforcement of Webroot's rights, including, without limitation, where Webroot has determined that an End User or Channel Partner is using the BrightCloud Service in a manner not expressly permitted under the Agreement.

10.5.   **Records and Audit**. Webroot or its agents may, at its expense and no more often than annually, upon 30 days writtennotice and during Partner's normal business hours, inspect and audit any portion of Partner's books and records that are relevant for the purpose of verifying Partner's compliance with the Agreement and the accuracy of any reports, information or payments provided by Partner under the Agreement. In the event any material understatement (5% ormore) of payments due hereunder is found, Partner shall, in addition to paying the understated amounts, pay Webroot's reasonable costs of the audit. Partner shall maintain all records required under the Agreement for at least 3 years following the expiration or termination of the Agreement.

10.6.   **Partner Indemnification and Defense.** Partner shall indemnify, hold harmless, and defend each Webroot Indemnitee against any and all losses, liabilities, judgments, damages and costs (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of any suit, action, proceeding or claim initiated by a third party ("**Claim**") that relates to: (a) the Integrated Product infringing or misappropriating any Intellectual Property Right, but excluding anyClaim solely to the extent it alleges that the BrightCloud Service alone infringes or misappropriates such rights; (b) the use by Partner of Classifications other than as authorized under the Agreement; (c) any warranties, claims, or assurances Partner makes, or its Channel Partners make, to third parties beyond the scope of the Documentation; or (d) any breach of Section 10.3 (Compliance with Laws); provided, that Webroot: (i) promptly notifies Partner of the Claim after becoming aware of such Claim; (ii) gives Partner sole control of the defense of the Claim and any relatedsettlement that does not involve an admission of fault or liability on the part of Webroot; and (iii) cooperates and, at Webroot's reasonable request and expense, assists in the defense of such claim.

11. **Account Password and Security.** The BrightCloud Service requires authentication credentials or license keys (the "**Credentials**"). Partner is solely responsible for maintaining the confidentiality of Partner's Credentials, and is fully responsible for all use of suchCredentials, whether by Partner or other third parties. Partner agrees to immediately notify Webroot if Partner becomes aware of any unauthorized use of Partner's Credentials or any other breach of security relating to Partner's account. Partner hereby foreverreleases Webroot and its Affiliates from all liabilities, damages, losses, and costs incurred by Partner arising from or relating to theunauthorized disclosure of Credentials.

12. **Confidential Information.** During the Subscription Term of the Agreement and for 3 years following the Subscription Term, Recipient must: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under the Agreement; (b) disclose Confidential Information only to those Representatives of Recipient who have a need to know such Confidential Information for purposes of the Agreement and who are bound by confidentiality obligations no less stringent than those of this Section 12; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at leastthe degree of care Recipient uses to protect its own confidential information and in no event less than a reasonable degree of care; and (d) promptly notify Discloser in writing of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure. Recipient may disclose Confidential Information as required to comply with the binding orders of courts or governmental entities that have jurisdiction over it, on the condition that Recipient must: (x) give Discloser reasonable written notice prior to any such disclosure in order to allow Discloser to seek a protective orderor other appropriate remedy; (y) disclose only such Confidential Information as is required by the court or governmental entity; and
(z) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed. If one or moreRepresentatives of Recipient disclose or use Confidential Information other than as authorized in the Agreement, Recipient will beliable to Discloser for that disclosure or use to the same extent that Recipient would have been had Recipient disclosed or used thatConfidential Information.

13. **Ownership.**

13.1.   **The BrightCloud Service.** The BrightCloud Service, Classifications, and Documentation are licensed, not sold, andPartner will not have or acquire any ownership interest in the foregoing. As between Partner and Webroot, Webrootis and will remain the sole and exclusive owner of all right, title, and interest in and to the BrightCloud Service, Classifications, and Documentation,

including all Intellectual Property Rights therein, subject only to the limited rights expressly granted to Partner under the Agreement. Webroot reserves all rights to the BrightCloud Service, Classifications, and Documentation not expressly granted to Partner in the Agreement. Partner will promptly take such actions as Webroot may reasonably request from time to time (including execution of affidavits and other documents)to effect, perfect, or confirm Webroot's ownership rights as set forth in the Agreement.

13.2. **SDK.** To the extent Partner makes any derivative works of the SDK, Partner hereby grants Webroot and its Affiliatesa non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free license under all of Partner's Intellectual Property Rights to use, distribute, copy, create derivative works of, publicly perform, publicly display, make, have made, sell, offer for sale, import, and otherwise fully exploit such modifications and derivative works without restriction. For the avoidance of doubt, if Webroot makes any modifications to, or derivative works of, the SDK, whether or not upon the suggestion or request of Partner, Webroot and its licensors will own and retain all right,title and interest in and to any such modifications or derivative works, including all Intellectual Property Rights therein.

13.3. **The Webroot Marks and Classifications.** Partner acknowledges that: (a) as between the Parties, the Webroot Marksare the sole and exclusive property of Webroot; (b) Webroot retains all right, title and interest in and to the Webroot Marks, including all improvements, modifications, adaptations, copies, or derivative works of the Webroot Marks; and (c) Classifications are protected by U.S. copyright laws and also comprise and contain the trade secrets of Webroot.

13.4. **Partner Products and Partner Marks.** As between the Parties, Partner and its licensors own and will retain all right,title, and interest in and to the Partner Products and Partner Marks, and all modifications and derivative works to the Partner Products and Partner Marks, including all Intellectual Property Rights therein.

13.5. **Feedback**. If Partner provides any suggestions or feedback to Webroot regarding any aspect of the BrightCloud Service, Classifications, or Documentation, Partner hereby assigns, and shall if requested in the future assign, all of Partner's right, title, and interest in and to such suggestions or feedback without compensation to Webroot and furtheragrees that any such suggestions or feedback are Webroot's Confidential Information. Further, Partner acknowledgesand consents that the BrightCloud Service, including the Delivery Mechanisms, may be designed to provide certain feedback (collectively, "**Automatic Feedback**") to Webroot regarding Partner's use of the BrightCloud Service. Automatic Feedback may include, among other information, the identity (including IP address and/or URL) of the End User device and/or Integrated Product that accesses the BrightCloud Service, End User credentials, Partner credentials, and the time, type, and content of any request sent to the BrightCloud Service. If necessary, Partner shallcause its applicable Privacy Policy to disclose such collection and use to the End User.

14. **Support**. Subject to the last sentence of this <u>Section 14</u>, and the payment of any Fees identified in an Order, Webroot will providePartner with support for the BrightCloud Service in accordance with the terms of <u>Exhibit B</u> (Backline Support Terms) attached hereto. For the avoidance of doubt, all such support is backline support to Partner only, and Partner is solely responsible for providing all support directly to End Users. Once the SDK is modified and compiled by Partner within the Integrated Product, Partner is solely responsible for all support of the Integrated Products, including, without limitation, the SDK.

15. **Fees and Payment.**

15.1. **Fees.** Partner is responsible for paying Webroot the Fees without setoff or deduction. Unless otherwise stated in the Order, Webroot will invoice Partner in advance for the Subscription Term. All Fees are guaranteed and non- refundable.

15.2. **Invoices.** Unless otherwise set forth in an Order, Partner must make all payments to Webroot in USD within 30 calendar days of the date of Webroot's applicable invoice.

15.3. **End User Pricing.** Partner will independently determine the pricing at which Partner offers the Integrated Products to Channel Partners and End Users. Partner will be solely responsible for collecting all fees from Channel Partners and End Users. Partner is not relieved of Partner's obligation to pay fees owed to Webroot due to any Channel Partner'sor End User's non-payment.

15.4. **Taxes.** The Fees exclude any taxes. Partner will be responsible for payment of all taxes applicable to the BrightCloudService, including without limitation all federal, state, and local sales, use, excise, and value-added taxes, with the exception of those taxes based solely on Webroot's net income. Partner will make all payments of Fees to Webroot free and clear of, and without reduction for, any withholding taxes. Partner must reimburse Webroot for any interestor penalties assessed on Webroot as a result of Partner's failure to pay taxes in accordance with this Section 15.4.

15.5. **Interest.** All late payments will bear interest at the rate of 1.5% per month (or the maximum amount allowed by law, if less), calculated daily and compounded monthly. Partner must reimburse Webroot for all of its fees and costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs.

16. **Term**. The Agreement is effective on the Effective Date and continues for the Subscription Term.

17. **Termination**.

17.1. **Termination for Cause.** Either Party may terminate the Agreement, if the other Party: (a) fails to cure any material breach of the Agreement within 30 calendar days after receipt of written notice of such breach; (b) misappropriates orinfringes one or more of the terminating Party's Intellectual Property Rights, in which case the terminating Party mayterminate the Agreement upon written notice to the other Party; (c) ceases operation without a successor; or (d) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within 60 calendar days). Failure to pay Fees when due constitutes a material breach. Webroot may terminate the Agreement upon notice to Partner in the event that Partner develops any products or services that are competitive with the BrightCloud Service.Termination is not an exclusive remedy and the exercise by either Party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, at law, or otherwise.

17.2. **Effect of Termination.** If the Agreement is terminated for one of the reasons set forth in Section 17.1, then on the effective date of termination: (a) all rights and licenses granted to Partner will immediately terminate and Partner muststop using the BrightCloud Service and permanently erase all of Webroot's Confidential Information from devices and systems under Partner's control; and (b) all Fees and other payments then outstanding will become immediately due and payable.

17.3. **Effect of Expiration.** If the Agreement expires, then on the effective date of expiration (the "**Expiration Date**"), Partner's right to distribute the Integrated Products will terminate, provided that Partner may allow End Users for which Webroot has received prepaid subscription fees to continue to access Classifications, subject to the terms of theEnd User Agreement, for the remainder of the term associated with such End User's purchase of the Integrated Products, provided that such term may not exceed 1 year from the Expiration Date (the "**Transitional Term**"). On the Expiration Date, all payments then outstanding will become immediately due and payable. On the expiration of the Transitional Term: (a) all rights to Partner under the Agreement, including the right to sublicense to End Users theright to use Integrated Products, will terminate; and (b) Partner must permanently erase all of Webroot's ConfidentialInformation from devices and systems under Partner's control.

17.4.   **Survival.** <u>Sections 1</u> (Defined Terms), <u>5</u> (License Conditions), <u>9.2</u> (Assumption of Risk), <u>10.4</u>— <u>10.6</u>, <u>12</u> (Confidential Information), <u>13</u> (Ownership), <u>15</u> (Fees and Payment), <u>17.2</u> (Effect of Termination), <u>17.3</u> (Effect of Expiration), <u>17.4</u> (Survival), <u>18.3</u> (Disclaimers), <u>20</u> (Limitation of Liability), <u>21</u> (Open Source Software and Third- Party Software), <u>22</u> (Equitable Relief), <u>23</u> (Governing Law), <u>24</u> (Notice), and <u>25</u> (Miscellaneous) will survive expiration or termination of the Agreement for any reason.

18. **Limited Warranty and Disclaimer of Warranties**.

18.1.   **Limited Warranty**. Webroot warrants to Partner that the BrightCloud Service will, during the Warranty Period, operate in material conformity with Webroot's applicable Documentation. Webroot does not warrant that the use of BrightCloud Service will be uninterrupted or error-free or protect against unauthorized access, loss, or alteration of data. Webroot's sole and exclusive liability (and Partner's sole and exclusive remedy) for any breach of this warranty will be, in Webroot's sole discretion: (a) to use commercially reasonable efforts to provide an error-correction or work-around that corrects the reported non-conformity, or (b) if Webroot determines such remedy to be impractical within a reasonable period of time, to refund any Fees (as designated in an Order) prepaid by Partner to Webroot for the BrightCloud Service that are allocable to the period during which the BrightCloud Service was not in conformity with this warranty. Webroot will have no obligation with respect to a warranty claim unless notified of such claim in writing within the Warranty Period.

18.2.   **Exclusions.** The above warranty does not apply if a warranty issue arises as a result of: (a) the use of a Partner Product or any third-party hardware or software with the BrightCloud Service; (b) modifications made to the BrightCloud Service by any party other than Webroot; (c) accident, abuse or improper use of the BrightCloud Service; or (d) Partner code or other third-party code contained within, or delivered with, the Integrated Products.

18.3.   **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS <u>SECTION 18</u>, THE BRIGHTCLOUD SERVICE, CLASSIFICATIONS, AND DOCUMENTATION, ARE EACH PROVIDED "AS IS" AND WEBROOT AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WEBROOT DOES NOT AND CANNOT WARRANT THAT ANY CLASSIFICATION IS COMPLETE, ACCURATE, OR CURRENT. IN ADDITION, THE COMPONENTS, ALGORITHMS, AND MACHINE LEARNING UNDERLYING AND CONSTITUTING THE BASIS FOR ANY CLASSIFICATION ARE FREQUENTLY CHANGING AND WEBROOT DOES NOT WARRANT THAT ANY CLASSIFICATIONS ARE CORRECT OR COMPLETE. WEBROOT DOES NOT WARRANT THAT ACCESS TO THE BRIGHTCLOUD SERVICE WILL BE CONTINUOUS OR UNINTERRUPTED, MEET PARTNER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, MATERIALS OR OTHER MATTER (INCLUDING ANY SOFTWARE, HARDWARE, FIRMWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE. ALL OPEN-SOURCE SOFTWARE AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN END USER AND THE THIRD-PARTY COPYRIGHT OWNER OF SUCH OPEN- SOURCE SOFTWARE OR OTHER THIRD-PARTY MATERIALS.

19. **Webroot Defense or Settlement**.

19.1.   **Obligation to Defend**. Webroot will defend or at its option settle a claim against Partner brought by a third party, and pay all finally awarded costs and damages against Partner that are

specifically attributable to such claim or that Webroot agrees to in a monetary settlement of such claim, to the extent that the claim asserts that the BrightCloud Service directly infringes that third party's registered U.S. patents or copyrights, or misappropriates that third party'svalid U.S. trade secrets.

19.2.   **Conditions**. Webroot's obligations in <u>Section 19.1</u> are conditioned on Partner: (a) promptly notifying Webroot in writing of such claim after becoming aware of such claim; (b) giving Webroot sole control of the defense of the claimand any related settlement; and (c) cooperating and, at Webroot's reasonable request and expense, assisting in the defense of such claim.

19.3.   **Mitigation.** Upon the occurrence of a claim for which defense is or may be due under <u>Section 19.1</u>, or in the event that Webroot believes that such a claim is likely, Webroot may, at its option: (a) appropriately modify the BrightCloudService, or any feature or component of the BrightCloud Service, so that it or its applicable features or components become non-infringing, or substitute functionally equivalent subscription services to Partner; (b) obtain a license to the applicable third-party intellectual property rights so that Partner may continue to use the BrightCloud Service; or
(c) terminate Partner's subscription to the BrightCloud Service on written notice to Partner and refund to Partner thatportion of the Fees pre-paid hereunder for the infringing portion of the BrightCloud Service, pro-rated for the remainder of the Subscription Term set forth on Partner's most recent Order.

19.4.   **Limitations and Exclusions.** Webroot has no obligation under <u>Section 19.1</u> or otherwise with respect to any claim if: (a) the BrightCloud Service is modified by any party other than Webroot, but solely to the extent the alleged infringement is caused by such modification; (b) the infringement arises from the BrightCloud Service being combined with a Partner Product or any product or process not expressly authorized under the Agreement; (c) the infringementis caused by any unauthorized use of the BrightCloud Service; or (d) the infringement results from any Partner code or other third-party code contained within, or delivered with, the Integrated Products. If an infringement claim againstWebroot is based on any of the exceptions, Partner will defend such claim at Partner's own expense and will pay all damages and costs awarded against Webroot in connection with such claim or agreed to in any monetary settlement thereof. Webroot will promptly notify Partner in writing of such claim, give Partner sole control of the defense thereof and any related settlement negotiations, cooperate with Partner and, at Partner's request and expense, assist in such defense. Notwithstanding the foregoing, Partner shall regularly update Webroot regarding the infringement claim andWebroot may, at its own expense, participate in the defense of the infringement claim using counsel of its choice.

19.5.   **Sole Remedy.** THIS <u>SECTION 19</u> SETS FORTH PARTNER'S SOLE REMEDY AND WEBROOT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS SUBJECT TODEFENSE OR INDEMNIFICATION OBLIGATIONS. WEBROOT HAS NO DEFENSE OR INDEMNIFICATION OBLIGATIONS TO PARTNER EXCEPT AS SET FORTH IN THIS <u>SECTION 19</u>.

20. Limitation of Liability.

20.1.   **EXCLUSION OF DAMAGES.** EXCEPT AS SET FORTH IN <u>SECTION 20.3</u>, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE UNDER THE AGREEMENT UNDER ANY LEGAL OR EQUITABLETHEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,OR OTHERWISE, FOR ANY: (a) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (b) LOSS OF GOODWILL OR REPUTATION; (c) LOSS, INTERRUPTION, OR DELAY OF THE BRIGHTCLOUD SERVICE; (d) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES; OR (f)

CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDYFAILS OF ITS ESSENTIAL PURPOSE.

20.2. **CAP.** EXCEPT AS SET FORTH IN SECTION 20.3, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF THE AGREEMENT, WHETHER ARISING UNDER OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ORANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL OF THE FEES PAID TO WEBROOTUNDER THE AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OFITS ESSENTIAL PURPOSE.

20.3. **EXCEPTIONS.** THE LIMITATIONS IN SECTIONS 20.1 OR 20.2 WILL NOT APPLY TO: (A) ONE OR MOREOF A PARTY'S OBLIGATIONS UNDER SECTION 10.6 (PARTNER INDEMNIFICATION AND DEFENSE), SECTION 15 (FEES AND PAYMENT), OR SECTION 19 (WEBROOT DEFENSE OR SETTLEMENT); OR (B) ONE OR MORE BREACHES OF SECTION 5 (LICENSE CONDITIONS), SECTION 10.3 (COMPLIANCE WITHLAWS), OR SECTION 12 (CONFIDENTIAL INFORMATION).

21. **Open Source Software and Third-Party Software**. The SDK may contain or be provided with components subject to the terms and conditions of third-party proprietary licenses ("**Third-Party Software**") or free/libre and open source software licenses ("**OpenSource Software**"). All Open Source Software that is distributed as part of the SDK is disclosed in the SDK's source code. To theextent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the termsof the Agreement with respect to such Open Source Software itself, including, without limitation, any provisions governing accessto source code, modification, or reverse engineering. Partner acknowledges that Partner's use of each Open Source Software component is subject to the open source license applicable to such component. Webroot makes no representations or warranties with regard to such Open Source Software and assumes no liability that may arise from the use of Open Source Software. With respect to data licensed by Webroot regarding geographic information and other data associated with an IP address or URL ("**GeoIP Databases**"), Partner acknowledges that the limitations and disclaimers set forth in the Agreement apply to such GeoIP Databases and that the licensor of such GeoIP Databases has no liability in connection with the Agreement or Partner's use of the BrightCloudService.

22. **Equitable Relief.** Partner acknowledges that breach by it of one or more of its obligations under Sections 5 (License Conditions) or 12 (Confidential Information) will cause Webroot to suffer immediate and irreparable harm for which money damages would bean inadequate remedy. Therefore, Partner agrees that if it breaches one or more of its obligations under Sections 5 (License Conditions) or 12 (Confidential Information), Webroot will be entitled to equitable relief as well as any additional relief that may be appropriate.

23. **Governing Law**. For any action relating to the Agreement, Partner agrees to the following governing law and exclusive jurisdictionand venue, according to Partner's location.

23.1. **U.S. and Canada. If Partner is located in the United States or Canada, the Agreement is governed by the laws of the State of Colorado without regard to its conflict of laws provisions**. Partner agrees to personal jurisdiction by and exclusive venue in the state and federal courts sitting in the State of Colorado, City and County of Denver,with regard to any and all claims arising out of or relating to the BrightCloud Service or the Agreement.

23.2. **Japan. If Partner is located in Japan, the Agreement is governed by the laws of Japan without regard to its conflict of laws provisions**. Partner agrees to personal jurisdiction by and exclusive venue in the Tokyo District Court with regard to any and all claims arising out of or relating to the BrightCloud Service or the Agreement.

23.3. **Other Locations. If Partner is located outside the United States, Canada, and Japan, the Agreement is governed by the laws of the Republic of Ireland without regard to its conflict of laws provisions**. Partner agrees to personaljurisdiction by and exclusive venue in the courts sitting in Dublin, Ireland, with regard to any and all claims arising out of or relating to the BrightCloud Service or the Agreement.

23.4. **CISG; UCITA.** The Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties agree that the Uniform Computer Information Transaction Act, or any version thereof, adopted by any state located in the United States, in any form (the "**UCITA**"), will not apply to the Agreement. To the extent that the UCITA is applicable, the parties agree to opt out of the applicability of the UCITA pursuant to the opt-out provisions therein.

24. **Notice.** All of Partner's notices required under the Agreement must be in writing and are considered effective: (a) 1 business day after Partner send an email to: (i) the email address for Webroot as listed on Partner's Order; and (ii) paralegal@webroot.com, eachwith proof of receipt; or (b) 5 days after mailing, when sent via certified mail, return receipt requested or postage prepaid to the address set forth on an Order, with a copy to 385 Interlocken Crescent, Suite 800, Broomfield, Colorado 80021 (Attention: Legal Department), if such address is not set forth on such Order. By providing Partner's email address on an Order, Partner agree to receive all required notices from Webroot electronically to that email address. Such notices are effective 1 business day after beingsent. It is Partner's responsibility to change or update Partner's email address in accordance with the notice provisions of this Section 24.

25. **Miscellaneous**.

25.1. **High Risk Activity**. Partner acknowledges and agrees that the BrightCloud Service is not intended for use with any high risk or strict liability activity, including, without limitation, air or space travel, technical building or structural design, power plant design or operation, or life support or emergency medical operations or uses, and Webroot makesno warranty regarding, and will have no liability arising from, any use of the BrightCloud Service in connection withany high risk or strict liability activity.

25.2. **Force Majeure**. Neither party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay Fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

25.3. **Relationship.** The Parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

25.4. **English Language**. Partner acknowledges that any translation of the English language version of the Agreement provided by Webroot to Partner is provided for Partner's convenience only, and that the English language version ofthe Agreement will take precedence over the translation in the event of any contradiction arising from translation.

25.5. **Third-Party Beneficiaries.** Except for the Webroot Indemnitees, there are no third party beneficiaries to the Agreement.

25.6. **Severability**. If any provision of the Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force.

25.7. **Assignment; Change of Control.** Partner may not assign the Agreement without the prior

written consent of Webroot, which will not be unreasonably withheld; provided, however, that Partner may freely assign or transfer Partner's rights or obligations hereunder to any affiliate or any successor to Partner's business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. Webroot may assignthe Agreement without Partner's consent, although Webroot may use commercially reasonable efforts to notify Partnerof any assignment.

25.8. **Waiver.** No provision of the Agreement will be deemed waived unless the wavier is in writing and signed by Webroot.

25.9. **Modifications**. The Agreement may only be modified or amended pursuant to a writing signed by Webroot.

25.10. **Entire Agreement**. The Agreement sets forth the entire, complete, and final understanding and agreement between Webroot and Partner with regard to the subject matter of the Agreement, and supersedes any prior oral or written agreements or understandings between Partner and Webroot with regard to such subject matter.

EXHIBIT A

END USER AGREEMENT
MINIMUM PROTECTIONS

The provisions of the End User Agreement must be no less protective of Webroot than the terms of the Agreement and the following minimum protective clauses. The End User Agreement **need not refer** specifically to Webroot or the Webroot Properties, but Partner shall cause Partner's End User Agreement to protect Webroot at least to the following extent:

- **Conditional License Grant**. Partner's license grant to the End User that includes a license to any Webroot Properties willnot exceed the license grant in the Agreement and will be nonexclusive and limited to internal business purposes only, andnot for resale.

- **License Conditions and Restrictions.** Partner's license grant to the End User will prohibit the End User from: (a) using,reproducing, modifying, renting, leasing, distributing, reselling, publishing, subleasing, sublicensing, or transferring the Webroot Properties except to the extent expressly permitted in the Agreement; (b) creating derivative works, or making, having made, selling or distributing any derivative works, based on the Webroot Properties; (c) reverse engineering, disassembling, or decompiling the Webroot Properties, or attempting to reduce any object-code versions of Webroot Properties to human readable form (except for the purposes of interoperability only to the extent expressly permitted by and subject to strict compliance under applicable law); or (d) disabling or attempting to disable any security features of theproduct, including any access control methods or locking mechanisms within the Webroot Properties.

- **Ownership/Title.** The End User Agreement will make clear that as between End User and Partner, Partner (and/or Webroot, as applicable) retains any and all rights, title and interest in and to the Webroot Properties, including all copies, improvements, enhancements, modifications and derivative works based on the Webroot Properties ("**Improvements**"), and all U.S. and international intellectual property rights to the Webroot Properties and Improvements, whether in the nature of patent, copyright, trademark, or trade secrets. The End User Agreement will also ensure that End User's rights touse the Webroot Properties are limited to those expressly permitted under the Agreement and that all rights not expressly granted to End User are retained by Partner (or Webroot, as applicable). The End User Agreement will also require that the End User not challenge, contest or otherwise impair Webroot's ownership of the Webroot Properties or the validity or enforceability of Webroot's Intellectual Property Rights related thereto.

- **Disclaimer of Warranties.** The End User Agreement will ensure that the End User assumes all risk and responsibilities for the selection of the Webroot Properties to achieve its intended results, and for the installation of, use of, and results obtained from the Webroot Properties. To the maximum extent permitted by applicable law, the End User Agreement willensure that the Webroot Properties are provided *as is and with all faults*, and disclaim all other warranties and conditions,whether expressed, implied or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement of the Webroot Properties, quiet possession or quiet enjoyment.

- **No liability for consequential damages.** The End User Agreement will ensure that the End User assumes the entire cost of any damage resulting from the Webroot Properties, including any information contained in or published by the WebrootProperties. To the maximum extent permitted by applicable law, the End User Agreement will ensure that in no event willWebroot be liable to the End User for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information, loss of privacy, failure to meet any duty, or other pecuniary loss) arisingout of the use or inability to use the Webroot Properties. This limitation will apply regardless of the failure of the essentialpurpose of any limited remedy.

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EXHIBIT B

BACKLINE SUPPORT TERMS

1. **Definitions**. For purposes of this <u>Exhibit B</u>, the following terms have the meanings set forth below. All capitalized terms nototherwise defined in this <u>Exhibit B</u> have the respective meanings given to them in the body of the Agreement.

   (a) "**Issue**" means any reproducible failure of the SDK to operate in all material respects in accordance with the Documentation.

   (b) "**Issue Category**" means one or more of the following:

Issue Category	Description
Critical	Total service failure (*e.g.*, unavailability of management system, significant impact on operations).
Major	Significant reduction experienced in system performance or unavailability of specific business criticalfunctions.
Medium	Failure of one or more system functions making use of the systems difficult (e.g., service still running andoperational, but not to full capacity).
Low	A problem which is outside of the expected operation of the service but causes only minor inconvenienceto the user, requests for information, service requests, or requests for enhancements.

   (c) "**Normal Working Hours**" means Monday through Friday (excluding Webroot's holidays) from 8:00AM to 5:00PM Mountain Time for the U.S. and from 10:00AM to 7:00PM JST for Japan.

   (d) "**Out-of-Scope Support Services**" means any of the following: (i) Tier 1 Support or Tier 2 Support; and (ii) any Issues, errors,problems, or bugs associated with or determined by Webroot to result from the Partner Product.

   (e) "**Partner Support Employees**" means up to 2 of Partner's Representatives designated in writing to Webroot who may contactWebroot for the purpose of obtaining support from Webroot in a manner consistent with this <u>Exhibit B</u>.

   (f) "**Tier 1 Support**" means the identification, diagnosis and correction of Issues raised by End Users or Channel Partners through the provision of the following support services by help desk technicians sufficiently qualified and experienced to identify andresolve such Issues: (i) telephone/e-mail/chat assistance; (ii) remote services; and (iii) access to technical information on Partner's website for proper use of the Integrated Products.

   (g) "**Tier 2 Support**" means support service regarding the SDK that, due to its technical nature, cannot reasonably be provided byTier 1 Support, which service consists of the identification of whether an Issue is a problem, error, or bug contained within theLocal Database or provided through API calls, and if so, timely escalation of support inquiries to Tier 3 Support.

   (h) "**Tier 3 Support**" means assessing, and if commercially reasonable resolving, code-level Issues caused by the SDK that cannotbe prevented, diagnosed, or corrected by Tier 1 Support or Tier 2 Support and are not

related to the Partner Product.

2. **Support Services.**

(a) **Overview.** Webroot will use commercially reasonable efforts to provide Tier 3 Support to Partner during Normal Working Hours through the Subscription Term. Partner (not Webroot) will provide all Tier 1 Support and Tier 2 Support to End Users and Channel Partners and Webroot will not interact or communicate with End Users or Channel Partners. Webroot will not provide Out-of-Scope Support Services.

(b) **Escalation Process.** Partner Support Employees may submit queries on Tier 3 Support Issues to Webroot via e-mail or telephone as set forth below using a Webroot provided template. Webroot is only required to respond to Partner Support Employees. Partner Support Employees must raise queries through the following mechanisms:

Logging Method	Logging Mechanism	Support Cover
Email	support@brightcloud.com	24/7* for Tier 3 Support Issue Categories
Telephone	USA: 877-612-6009 Japan: 0120-633-601 (Japan Toll-Free) and (03)-4588-6561(Japan Long Distance)	24/7 for Critical and Major Tier 3 Support Issue Categories Normal Working Hours for Medium and Low Tier 3 Support Issue Categories

* Emails will be logged 24/7 but Webroot's responses will be only during Normal Working Hours.

(c) **Response Times.** Webroot will use commercially reasonable efforts to respond to Tier 3 Support Issues within the following timeframes. Webroot will use commercially reasonable efforts to respond to Critical Tier 3 Support Issues reported to Webroot outside of Normal Working Hours. Webroot's compliance with the response times below is conditioned with Partner providing Webroot with immediate notice of all Tier 3 Support Issues and supporting documentation thereto, direct access to any code or functionality within the Integrated Products that could be causing the Tier 3 Support Issue, and remote access, if necessary, to any of Partner's systems necessary for Webroot to perform the Tier 3 Support.

Category	Support Cover	Target Response Time
Critical	24/7	< 2 Hours
Major	24/7	< 3 Hours
Medium	Normal Working Hours	< 8 Normal Working Hours
Low	Normal Working Hours	< 24 Normal Working Hours

3. **Webroot Support for Integrated Product Development**. Webroot will create and deploy patches, fixes, updates and upgrades to the SDK at no additional cost or charge to Partner, except that Webroot's obligation to provide support for the SDK ceases once Partner begins modifying the SDK.

4. **Data Classification and Accuracy Support**. Partner shall make all requests for changes to Classifications pursuant to this Section4 of Exhibit B and agrees that such requests are not Issues. Partner understands that Webroot will only make such changes if its Classifications are inaccurate.

    (a) **Preferred Change Request Vehicle: DbChange System.** Partner will utilize Webroot's DbChange system ("**DbChange**") as the primary mechanism for making change requests associated with the accuracy of Classifications.

    (b) **System Location and Branding.** DbChange provides access to all BrightCloud Threat Intelligence Tools including URL/IP Lookup, URL Categorization, or IP Reputation or Web Reputation Change Requests at:

    > http://brightcloud.com/tools/change-request-url-ip.php.

    The specific URL may be updated from time to time at Webroot's sole discretion. At Webroot's option following Partner'srequest, Webroot will provide Partner with certain website source code to allow Partner to rebrand and host the site.

    (c) **Information Requirements.** The originator of any change request being entered into DbChange must provide the following:
    (i) a URL or IP address, (ii) one or more recommended categories or reputation index recommendations, (iii) the requestor's email address, and (iv) any comments or "integration" data that may be required (e.g., actual partner firewall or specific software / device in use).

    (d) **Response time.** DbChange will deliver an automated email response upon receipt of a change request (assuming a valid emailaddress is provided in the change request), notifying the originator that the request has been received into the Partner's processing queue.

    (e) **Tracking and Resolution.** Requests are tracked in an internal DbChange database. Submitted requests are reviewed by Webroot's staff, and as necessary an update to the database is made and the request disposition is marked in the database (Change Made, No Change Made, Format Error, etc). The originator is (optionally) emailed with a response indicating the disposition of the request. Requests are typically processed within 24 to 48 hours, depending on various factors.

    (f) **Alternative Methods for Making Data Classification and Accuracy Requests.**

        (i) **Email.** Requests can be submitted directly to wr-DBchange@opentext.com or other relevant email address which will be provided to Partner by Webroot. While available, requests delivered via email do not receive automated responses. Requests sent via email will also typically have a longer turn-around time than those requests submitted via DbChange.

        (ii) **BCTI**. A programmatic BCTI interface may be embedded into Partner's applications or processes, at Partner's sole discretion and expense. This BCTI method will enable applications to send Webroot a change request and email of the originator via a standard BCTI message.

    (g) **FAQ and Category Descriptions.** Partner agrees to publish links containing FAQ and category descriptions that documentand describe categories, with examples for each.

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