



## WEBROOT MASTER SERVICE AGREEMENT

THIS WEBROOT MASTER SERVICE AGREEMENT ("**AGREEMENT**") IS A LEGAL CONTRACT BETWEEN WEBROOT INC. (IF YOU ARE IN THE UNITED STATES OR CANADA) OR WEBROOT INTERNATIONAL LIMITED (IF YOU ARE OUTSIDE OF THE UNITED STATES AND CANADA) ("**WEBROOT**") AND YOU. AS USED IN THIS AGREEMENT, "**You**" REFERS TO YOU AS AN INDIVIDUAL AND THE COMPANY ON BEHALF OF WHICH YOU ARE USING (OR FACILITATING USE OF) THE SERVICE AS AN EMPLOYEE OR AGENT ("**COMPANY**"). YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL CORPORATE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY, THAT THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY THE COMPANY, AND THAT THIS AGREEMENT WILL CONSTITUTE THE LEGAL, VALID, AND BINDING OBLIGATION OF THE COMPANY, ENFORCEABLE AGAINST THE COMPANY IN ACCORDANCE WITH ITS TERMS.

BY CLICKING "**AGREE AND LAUNCH**" OR USING THE SERVICE (THE FIRST DATE ON WHICH ANY SUCH ACTION OCCURS, THE "**EFFECTIVE DATE**"), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE SERVICE FOR ANY PURPOSE.

WEBROOT MAY MODIFY THIS AGREEMENT UPON NOTICE TO YOU, WHICH NOTICE MAY BE PROVIDED VIA IN-PRODUCT MESSAGING OR THE WEBROOT PORTAL (AS DEFINED BELOW). BY AGREEING TO THE MODIFIED AGREEMENT OR USING THE SERVICE AFTER RECEIVING NOTICE THAT THE AGREEMENT HAS BEEN MODIFIED, YOU AGREE TO THE TERMS OF THE MODIFIED AGREEMENT.

### 1. PROVISION OF SERVICE.

- a. You may use the service, as more fully described in Schedule 1 below (the "**Service**"), which is incorporated herein by this reference, only in accordance with this Agreement, any help documentation provided to You by Webroot ("**Documentation**"), and the order documentation presented when You obtained access to the Service ("**Order Documentation**"). The Order Documentation may include term, user, or other restrictions, and You agree to comply with all such restrictions.
- b. The Service may be configured and managed through the Web-based facility made available by Webroot to You (the "**Webroot Portal**").
- c. On reasonable notice to You, Webroot reserves the right to (i) add to or modify the Service, or (ii) migrate You to a modified, replacement or upgraded Service, at no additional cost to You, with the objective of providing You with equivalent or enhanced functionality.
- d. Your right to use the Service is limited to a non-exclusive, non-transferable, limited, revocable license to use the Service subject to the terms and conditions set out in this Agreement and is limited to the number of users specified in the Order Documentation. For purposes of this Agreement, "**User**" means a computer workstation unique to a user receiving the Service.
- e. Subject to applicable law, Webroot may provide the Service from any hardware installation anywhere in the world and may, at any time, transfer the provision of the Service from one installation to another. Webroot does not guarantee that any such installation, or any part thereof, is or will be dedicated to Your sole use.
- f. If at any time continued provision of the Service would compromise the security of the Service due, without limitation, to hacking attempts, denial of service attacks, mail bombs, or other malicious activities either directed at or originating from Your domains, You agree that Webroot may suspend Service to You. In such an event, Webroot will promptly inform You and will work with You to resolve such issues and reinstate the Service at the earliest reasonable opportunity.
- g. Webroot will use reasonable efforts to ensure that the Service will be available 24 hours per day, seven days per week, however, Webroot cannot and Webroot does not guarantee that the Service will be available 100% of the time. During any period in which the Service is unavailable either due

to a Service outage or a problem with Your connection to the Service (a "**Service Failure**"), policies set by Your administrator ("**Policies**") will not be enforced and logging of Your online activities ("**Logging**") will cease. During a Service Failure, URL filtering will operate on a default protection policy, which is based on URL reputation scores. The Service will periodically attempt to reestablish a connection and resolve any Service Failure. Policies and Logging will resume once the Service Failure has ended. Webroot monitors and reports on the availability and status of the Service and will notify You of any Service Failure via in-product messaging. During any Service Failure, the default protection policy will take effect, although Your administrator may allow the Service's proxy bypass settings to allow continued internet traffic. If Your administrator chooses to remain connected to the internet during a Service Failure or allows individuals to bypass the proxy, the administrator does so solely at Your own risk and You hereby irrevocably release Webroot from any damages or liability incurred by You as a result of the foregoing.

**2. YOUR OBLIGATIONS.** During the Term (as defined below), You shall, in addition to those obligations set forth elsewhere in this Agreement, have the following obligations:

- a. Provide Webroot with all technical data and all other information Webroot may reasonably request from time to time to allow Webroot to supply the Service to You. Information supplied by You will be complete, accurate, and given in good faith, and such information will be treated as Confidential Information under the terms of this Agreement.
- b. Maintain the confidentiality of any user ID and/or password that affects Your access to or use of the Service. All such user IDs and passwords shall be considered "**Confidential Information**" hereunder.
- c. As a condition to Your use of the Services, You must:
  - not use the Service for any unlawful purpose or in violation of any law, rule or regulation applicable to the use of the Internet;
  - not use the Service in any manner that violates or infringes any third party intellectual property right;
  - not transmit, display, or post to a bulletin board obscene, indecent, or pornographic material;
  - not transmit, display, or publish any material which is of a defamatory, offensive, abusive, or menacing character to any other person;
  - not use the Service in any manner that violates any applicable law regarding data protection or use of the Internet;
  - conform with all generally accepted Internet protocols and standards;
  - use the Service for legitimate business purposes only; and
  - not (i) reproduce, modify, create derivative works of, distribute, sublicense, or transfer the Service; (ii) use the Service for the benefit of any third party; (iii) circumvent mechanisms in the Service intended to limit Your use (including without limitation any license expiry or time-out mechanisms); or (iv) reverse engineer, disassemble, decompile, or translate the Service, except as permitted by law.
- d. You shall be responsible for any data or systems failure or corruption, or any other loss or damage, caused by Your (or Your employee's, agent's, or contractor's) (i) release or distribution of malware-infected files, or (ii) data and requests for data processed by the Service including, without limitation, data accessed using the HTTP and HTTPS protocols, as well as FTP transfers over the HTTP protocol (collectively, "**Web Content**") blocked, stopped, or otherwise remediated by the Service.
- e. You shall be responsible for notifying Your employees, agents, and contractors that Web Content may be filtered and inspected by the Service.
- f. You acknowledge and agree that (i) Webroot's responsibilities and liability do not extend to the internal management of Your Internet use, and (ii) Webroot is merely a data-processor and does not control and is not responsible for the management or administration of Your Internet use.

- g. You shall not resell the Service or create or offer derivative versions of the Service either directly or through a third party.
- h. Should You breach any of the aforementioned warranties then, in addition to all other rights and remedies, Webroot reserves the right to suspend the Service and charge You at Webroot's then current rates for any remedial work which becomes necessary as a direct result of Your breach (along with any applicable Service re-activation fee). You agree to indemnify and hold Webroot harmless from and against any and all claims, including without limitation claims against Webroot by Your employees or customers, of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) brought by a third party to the extent relating to Your breach of this Section 2.

**3. EVALUATION VERSIONS.** Webroot may make the Service available on an evaluation basis ("**Evaluation Service**"). Your use of the Evaluation Service is governed by this Agreement as modified by this Section. If You have licensed the Evaluation Service, then Your Service license is limited to use for evaluation purposes during the evaluation period designated in the Order Documentation (or, if no period is designated, for 30 days from the Effective Date) (the "**Evaluation Period**"). In addition, the following specific provisions apply.

- a. When the Evaluation Period expires, Your license to use the Service automatically expires and the Service's capabilities may become restricted. You agree to promptly delete the web proxy and all copies thereof. If You desire to continue to use the Service beyond the Evaluation Period, You will need to acquire a license for the applicable Fees.
- b. Evaluation Service may not be complete or fully functional, and Webroot makes no warranties whatsoever about Evaluation Service. Webroot does not guarantee that it will continue to make available Evaluation Service under this Agreement or at all.

**4. CONFIDENTIALITY.**

- a. Each party ("**Recipient**") acknowledges that during the performance of this Agreement, it may have access to the other party's ("**Discloser**") Confidential Information (as defined below). The Recipient agrees that such Confidential Information is proprietary to the Discloser and will remain the sole property of the Discloser.
- b. "**Confidential Information**" means all trade secrets, business, technical and financial information, computer software, machine and operator instructions, business methods, procedures, know-how, and other information, irrespective of the form of communication, that relates to the business or technology of either party that is identified as being confidential at the time of disclosure or disclosed under circumstances that would lead a reasonable person to believe such information is confidential.
- c. The Recipient agrees as follows: (i) to use the Confidential Information only for the purposes described in this Agreement; (ii) to hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party, taking precautions at least as protective as those the Recipient employs with respect to its most confidential materials, but in no case less than reasonable precautions; (iii) restrict access to the Confidential Information to its employees and contractors who have a need to have access to the Confidential Information and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement; (iv) immediately notify the Discloser upon discovery of any loss or unauthorized disclosure of the Discloser's Confidential Information; and (v) to return or destroy all Confidential Information upon termination of this Agreement or the Discloser's written request; provided, however, that Recipient shall be entitled to the terms of this Agreement, to retain the Confidential Information, or copies thereof, to the extent required by applicable law or regulation, to establish the extent of disclosure of Confidential Information by the Discloser or to the extent such Confidential Information is preserved pursuant to Recipient's automatic archiving and back-up procedures related to electronic files.

- d. The foregoing provisions will not apply to Confidential Information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the Recipient; (iii) is rightfully communicated to the Recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the Recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the Recipient without access to the Confidential Information; or (vi) is approved for release or disclosure by the Discloser in writing without restriction. Notwithstanding the foregoing, the Recipient will be allowed to disclose Confidential Information of the Discloser to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient notifies the Discloser of such required disclosure promptly and in writing and cooperates with the Discloser, at the Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- e. Webroot recognizes and confirms that the content of Web Content uploaded or downloaded by You by the Service, may be Confidential Information. In the normal provision of the Service, Webroot will not access, read or copy Web Content other than by electronic methods for the purposes of providing the Service. Webroot hereby agrees that it has implemented industry standard procedures to: (i) ensure the security and confidentiality of Your Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information. However, Webroot reserves the right to utilize the threat-related content or elements of such Web Content solely to: (i) maintain and improve the performance and the integrity of the Service; and (ii) comply with all regulatory, legislative or contractual requirements.

**5. FEES.** You are responsible for paying Webroot or the third party from which You obtained the Service ("**Reseller**") the fees specified in the Order Documentation ("**Fees**") for the right to use the Service in the Term (as defined below). All Fees are non-refundable except as set forth in Sections 9 and 11 or as otherwise stated in Your Order Documentation. The Fees exclude any taxes. You and/or the Reseller will be responsible, and will indemnify and hold Webroot harmless, for payment of all applicable sales, use or other taxes (excluding taxes based on Webroot's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees hereunder or the delivery, license, or support of the Service. If You purchased Your license from Webroot, then You will pay Webroot the Fees within 30 days of the date of purchase, unless otherwise set forth in the Order Documentation. You will permit Webroot and/or its representatives to review Your relevant records to ensure Your compliance with the terms of this Agreement.

**6. OWNERSHIP.** Webroot and its licensors have and retain all right, title and interest in the Service, any hardware or software used in connection with the Service, the Webroot Portal and any materials made available through the Webroot Portal, and any modifications to or derivative works of any of the foregoing (including all intellectual property rights). Use of the Service, is licensed, not sold, notwithstanding any use of "purchase," "sale," or similar terms.

**7. SERVICE CHANGES.** Provided that the functionality of the Service is not substantially decreased during the Term, Webroot may at any time without notice discontinue or modify any characteristics of the Service.

**8. TERM.** This Agreement will begin on the Effective Date and will continue for the initial term set forth in the Order Documentation (if no term is specified in the Order Documentation, the default initial term is one year) ("**Initial Term**"). If You purchased Your license to the Service online from Webroot (or if You renewed Your subscription online with Webroot) and "opted in" to automatic renewals, then upon expiration of the Initial Term, Your license will automatically renew for the specified term(s) in accordance with the terms and conditions pertaining to automatic renewal presented to You at the time of purchase. If You purchased Your license to the Service offline from Webroot or a Reseller, then upon expiration of the Initial Term, Your license will automatically renew for successive one year terms unless either You or

Webroot notify the other of intent not to renew at least 30 days prior to the next renewal date. All renewals are subject to payment to Webroot or the Reseller of applicable fees. The Initial Term and any renewal terms are collectively referred to as the ("**Term**").

**9. TERMINATION.** Webroot may terminate this Agreement immediately if (a) You breach this Agreement; (b) You refuse to accept the terms of any modified Agreement, despite receiving notice from Webroot of such modified Agreement; or (c) any aspect of this Agreement is limited by law or third party terms of service. The following provisions will survive termination: outstanding fee obligations, the license restrictions and your obligations in Sections 2.b through 2.h, and Sections 4 (Confidentiality), 5 (Fees), 6 (Ownership), 9 (Termination), 10.b. (Disclaimers), 12 (Limitation of Liability), 13 (US Government End Users Only), 14 (Export), 15 (Governing Law), 16 (High Risk Activity), 17 (Force Majeure), and 18 (General). Webroot may terminate this Agreement at any time by providing at least 90 days prior written notice to You. In the event of any such termination by Webroot, Webroot shall refund to You any prepaid amounts applicable to the period following such termination.

**10. WEBROOT WARRANTIES.**

- a. Webroot warrants that Service (i) will meet the specifications in Schedule 1; and (ii) will be provided in a professional and workmanlike manner by individuals with suitable skills and abilities. In the event of a breach of the foregoing warranty, as Your sole and exclusive remedy, Webroot will use commercially reasonable efforts to correct the aspect of the Service not meeting this limited warranty promptly following notice from You. The above warranty will not apply to Evaluation Service or other items provided on a no charge or evaluation basis.
- b. DISCLAIMERS. THE EXPRESS WARRANTIES IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, THE SERVICE AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITH ALL FAULTS.

**11. INDEMNIFICATION.** Webroot will defend at its own expense any action against You brought by a third party to the extent that the action is based upon a claim that the Service directly infringes any U.S. patents or copyrights, or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law, and Webroot will pay those costs and damages finally awarded against You in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. You will notify Webroot promptly in writing of such action, give Webroot sole control of the defense thereof and any related settlement negotiations, and cooperate with Webroot and, at Webroot's request and expense, assist in such defense. If the Service becomes, or in Webroot's opinion is likely to become, the subject of an infringement claim, Webroot may, at its option and expense: (a) procure for You the right to continue using the Service; (b) replace or modify the Service so that it becomes non-infringing; or (c) terminate this Agreement, accept return of the Service and give You a prorated refund for the Fees. Notwithstanding the foregoing, Webroot will have no obligation under this Section 11 or otherwise with respect to any infringement claim to the extent based upon: (i) any use of the Service not in accordance with this Agreement or for purposes beyond the scope set forth in the Documentation; (ii) any use of any release of the Service other than the most current release made available to You; (iii) any combination of the Service with any other product, service, or process not expressly authorized by Webroot; or (iv) any modification of the Service by any person other than Webroot or its authorized agents or subcontractors. If an infringement action or claim against Webroot is based on any of the exceptions to Webroot's indemnity as set forth above, You will defend such action or claim at Your own expense and will pay all damages and costs finally awarded against Webroot in connection with such action or claim or agreed to in any monetary settlement thereof. Webroot will promptly notify You in writing of such action or claim, give You sole control of the defense thereof and any related settlement negotiations, cooperate with You and, at Your request and expense, assist in such defense. THIS SECTION 11 STATES WEBROOT'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

**12. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WEBROOT, ITS RESELLERS, OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR (A) ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (B) AMOUNTS EXCEEDING THE TOTAL FEES PAID OR PAYABLE TO WEBROOT FOR THE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE RELEVANT CLAIM. THIS SECTION 12 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**13. US GOVERNMENT END USERS ONLY.** Webroot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in the applicable Webroot agreement for the Service. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation).

**14. EXPORT.** The Service is subject to U.S. export control laws and regulations, and may be subject to foreign export or import laws or regulations. You agree to comply strictly with all such laws and regulations and not to use or transfer the Service for any use relating to nuclear, chemical, or biological weapons, or missile technology. You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) You are not listed on any U.S. Government list of prohibited or restricted parties. You will indemnify and hold harmless Webroot and its licensors from all claims, damages, losses, and expenses (including attorneys' fees) arising from breach of this Section.

**15. GOVERNING LAW.** For any action relating to this Agreement, You agree to the following governing law (without regard to conflicts of laws principles) and exclusive jurisdiction and venue, according to Your location. United States or Canada: State of Colorado governing law, and jurisdiction and venue in the courts of Denver, Colorado. Outside of the United States or Canada (except Japan): Republic of Ireland governing law, jurisdiction and venue. Japan: Japan governing law, jurisdiction and venue in the Tokyo District Court. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**16. HIGH RISK ACTIVITY.** You acknowledge and agree that the 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 makes no warranty regarding, and will have no liability arising from, any use of the Service in connection with any high risk or strict liability activity.

**17. FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any obligation under this 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 service, or refusal of approval or a license by a government agency.

**18. GENERAL.** You acknowledge and agree that any translation of the English language version of this Agreement provided by Webroot to You is provided for Your convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any contradiction arising from translation. The English language version of the Agreement may be viewed at [http://www.webroot.com/En\\_US/service-terms-and-conditions.html](http://www.webroot.com/En_US/service-terms-and-conditions.html). If any provision of this Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. Webroot may provide You with notice of matters relating to this Agreement by sending You an email or by posting notice in the Webroot Portal. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may freely assign or transfer its rights or obligations hereunder to any affiliate or any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. No provision of this

Agreement will be deemed waived unless the waiver is in writing and signed by Webroot. This Agreement is the complete and exclusive statement of the mutual understanding between You and Webroot and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. **Notwithstanding the foregoing, if You have entered into a separate written agreement signed by Webroot for use of the Service, the terms and conditions of such other agreement will prevail over any conflicting terms and conditions in this Agreement.** No provision of any purchase order or in any other business form employed by You will supersede the terms and conditions of this Agreement, and any such document issued by You will be for administrative purposes only and will have no legal effect.

**19. USE OF THE SERVICE TO PROVIDE MANAGED SERVICES.** If You are licensing the Service as a managed service provider ("MSP"), the provisions of this Section 19 shall also apply to Your use of the Service. To the extent of any conflict between the provisions of this Section 19 of the Agreement and the rest of the Agreement, the provisions in this Section 19 shall prevail.

a. **Definitions.** As used in this Section 19:

- i. **"Beneficiary"** means a third party organization for whom You provide Managed Services in accordance with this Agreement for such organization's own internal business use.
- ii. **"Managed Services"** means the managed services provided by You to Beneficiaries through the use of the Service for the number of Seats specified in Your Order Documentation.
- iii. **"Seat"** means a device for which You provide Managed Services.
- iv. **"Webroot Marks"** means the names of Webroot products and services, the Webroot logos, any text or graphical material incorporating such names or marks, service marks, trade names, indicia of origin or design marks Webroot provides from time to time.

b. **Grant of License.** Subject to the terms and conditions of this Agreement, Webroot grants You a royalty-free, revocable, non-exclusive, non-transferable, non-sublicensable license to (i) use the Service and Documentation solely as part of Your provision of Managed Services to Beneficiaries for such Beneficiaries' internal business use, and (ii) use and display the most current version of the Service and Documentation made available to You, solely for the non-production purposes of conducting demonstrations of the Managed Services for potential Beneficiaries.

c. **License Restrictions.** You acknowledge that the Service and its structure, organization, and source code constitute valuable trade secrets of Webroot. Accordingly, You agree not to: (i) modify, adapt, alter, translate, or create derivative works from the Service; (ii) merge the Service with other software or services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service; (iv) knowingly permit any Beneficiaries to do any of the foregoing; or (v) use the Service for the provision of any services, other than the Managed Services, for the benefit of any third party. You and Beneficiaries must not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Webroot on or within the Service and the Documentation, if any.

d. **Trademark License.** Subject to the terms and conditions of this Agreement, Webroot grants You a non-exclusive, non-transferable, non-sublicensable, revocable license to use and reproduce the Webroot Marks solely in connection with marketing the Managed Services. Webroot grants no rights in the Webroot Marks other than those expressly granted in this paragraph. You acknowledge Webroot's exclusive ownership of the Webroot Marks. You agree not to take any action inconsistent with such ownership and to cooperate, at Webroot's request and expense, in any action which Webroot deems necessary or desirable to establish or preserve Webroot's exclusive rights in and to the Webroot Marks. You will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Webroot Marks or in such a way as to create combination marks with the Webroot Marks. For the avoidance of doubt, You will not be entitled to incorporate "Webroot," "SecureAnywhere," or "Smarter Cybersecurity" into Your domain names without Webroot's prior written approval. You will use the Webroot Marks in accordance with such

guidelines as Webroot may provide to You from time to time. At Webroot's request, You will immediately modify or discontinue any use of the Webroot Marks.

- e. **Branding.** You will use the Webroot Marks to identify the Service, the Managed Services, and in all materials used to market and promote the Managed Services in a manner acceptable to Webroot and subject to the limitations and requirements in this Agreement. You will at all times conduct business in a manner that reflects favorably on the Service, the Managed Services, and the good name, goodwill, and reputation of Webroot.
- f. **Publicity.** Webroot and You will communicate and cooperate with respect to advertising and publicity regarding this Agreement and our relationship, and each will obtain the written consent of the other before publishing or releasing any advertising or publicity.
- g. **Compliance with Laws.** You will at all times comply with all applicable laws and regulations in performing hereunder, including without limitation all laws related to the protection of Beneficiary and/or personal data acquired by You in the course of Your provision of Managed Services.
- h. **Warranties Made by You.** You will not make or publish any false or misleading representations, warranties, or guarantees concerning the Service that are inconsistent with any warranties made by Webroot in this Agreement.
- i. **Indemnification.** Webroot will indemnify, defend and hold harmless You against any action brought by a third party to the extent that the action is based upon a claim that the Webroot Marks, when used in accordance with this Agreement, infringe any trademark rights of a third party and Webroot will pay those costs and damages finally awarded against You in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on You notifying Webroot promptly in writing of such action, You giving Webroot sole control of the defense thereof and any related settlement negotiations, and You cooperating and, at Webroot's reasonable request and expense, assisting in such defense. If the Webroot Marks become, or in Webroot's opinion are likely to become, the subject of an infringement claim Webroot will, at its option and expense, either: (a) procure for You the right to continue exercising the rights licensed to You in this Agreement; (b) replace or modify the Webroot Mark so that it becomes non-infringing; or (c) terminate this Agreement by written notice to You. **THIS PARAGRAPH STATES WEBROOT'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR SUCH INFRINGEMENT CLAIMS AND ACTIONS.**
- j. **Independent Contractors.** Your relationship to Webroot is that of a customer, and neither party is an agent or partner of the other. You will not have, and will not represent to any third party that You have, any authority to act on behalf of Webroot.



## **SCHEDULE 1**

### **SERVICE DESCRIPTION**

#### **1. OVERVIEW**

- a. Webroot provides a hosted web security and management service providing ability to scan inbound and outbound web traffic at the Internet level (the "**Web Service**"). The Web Service includes a common management platform and policy engine and may also contain some of the following elements:
  - Threat Protection Control
  - Access Control/URL Filtering
  - Full Logging
- b. The Web Service is provided twenty-four (24) hours per day, seven (7) days per week from distributed Webroot Web Transaction Centers ("**WTC**") and monitored from Webroot Virtual Network Operation Centers.
- c. You direct Web Content to the Webroot WTC by configuring the desktop Web proxy, the Web browser, or a PAC file.
- d. Web Content is scanned based upon policies chosen by You, resulting in Web Content being blocked or permitted.
- e. Policies may be applied to source IP addresses or to Users identified by a user name and password. Users may either access the Web from Your IP address(es) that identify Your locations and Users attempting to access the Service or, if roaming access is enabled, from any IP address.
- f. Capitalized terms that are not defined herein shall be as defined in the Master Service Agreement.

#### **2. SERVICE VISIBILITY AND MANAGEMENT**

- a. Visibility and management of the Web Service is provided via a secure, password protected web interface providing access and visibility to service features, functionality, configuration, reporting and message logs.
- b. Webroot monitors and reports the availability and status of the Web Service and the client message servers.
- c. Support
  - You may raise queries via web, e-mail, or telephone as specified below.
  - Calls may be logged through the following mechanisms:

<b>Logging Method</b>	<b>Logging Mechanism</b>		<b>Support Cover</b>
<b>Web</b>	<a href="#">Open a support ticket</a>		Normal Working Hours
<b>Email</b>	<a href="mailto:saassupport@webroot.com">saassupport@webroot.com</a>		Normal Working Hours
<b>Telephone</b>	<b>Australia Support</b>	1 800 848 307	24/7 including holidays (for Critical and Major Issues)
	<b>Australia Outside</b>	+61 (0) 8071 1903	
	<b>Germany Support</b>	+44 (0) 808 101 7260	
	<b>Ireland Support</b>	1 800 902 213	
	<b>UK Support</b>	+44 (0) 808 101 7260	
	<b>United States Support</b>	1 866 254 8400	Normal Working Hours (for Medium and Low issues)

- Your queries will be recorded in a call tracking system and a call reference number will be assigned. Webroot will assign one of the following designations to each query.

#### **Category Description**

- Critical** Total service failure (e.g., unavailability of management system, browsing capabilities not functioning for all users).
- Major** Significant reduction experienced in system performance or unavailability of a specific business critical function.
- Medium** Failure of one or more system functions making use of the systems difficult (e.g., service still running and operational, but not to full capacity).
- Low** A problem which is outside of the expected operation of the Service but causes only minor inconvenience to the User, requests for information, service requests, or requests for enhancements.

- The times indicated below are the target times for Webroot to respond to or provide a Workaround for an incident. Note that working periods are to be taken within context of the Support Cover period specified below.

<b>Category</b>	<b>Support Cover</b>	<b>Support Level</b>	<b>Target Workaround Time</b>
<b>Critical</b>	24/7 (Telephone)	< 1 Hour	< 6 hours
<b>Major</b>	24/7 (Telephone)	< 3 Hours	< 8 hours
<b>Medium</b>	Normal Working Hours	< 8 Normal Working Hours	< 5 Normal Working Days
<b>Low</b>	Normal Working Hours	< 24 Normal Working Hours	< 7 Normal Working Days

- In the event that a Workaround is not provided within the Target Workaround Time, then the following escalation timings shall apply. Escalation means that You may request access to a more senior member of the organization in relation to the provision of the Workaround.

<b>Category</b>	<b>Escalation Time</b>	<b>Support Escalation Manager</b>
<b>Critical</b>	4 Hours	8 Hours
<b>Major</b>	6 Hours	12 Hours
<b>Medium</b>	2 Working Days	5 Working Days
<b>Low</b>	N/A	N/A

- **"Normal Working Day"** means Monday through Friday excluding holidays.
- **"Normal Working Hours"** means the hours between 7:00 a.m. and 6:00 p.m. (Mountain Time) during a Normal Working Day.
- **"Workaround"** means any of the following: (i) resolution of the issue through the normal support process; (ii) a temporary by-pass of the issue; (iii) a statement that the issue will be considered for correction in a future upgrade; (iv) a statement that more information is required prior to resolution.