WEBROOT®

WEBROOT SECUREANYWHERE® BUSINESS SOLUTION AGREEMENT

THIS WEBROOT SECUREANYWHERE® BUSINESS SOLUTION AGREEMENT (THIS "**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 SECUREANYWHERE BUSINESS SOLUTION (AS DEFINED BELOW) AS AN EMPLOYEE OR AGENT (THE "**COMPANY**"). YOU, THE INDIVIDUAL, 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**" OR OTHERWISE MANIFESTING YOUR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (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 SECUREANYWHERE BUSINESS SOLUTION FOR ANY PURPOSE AND YOU MAY NOT INSTALL THE SOFTWARE.

1. SECUREANYWHERE BUSINESS SOLUTION. The term **"SecureAnywhere Business Solution**" means Webroot's solution consisting of: (a) Webroot client software ("**Software**") installed on one or more computers and/or mobile devices (each, a "**Device**"); and (b) certain services, features, and/or functionality made available to You through Webroot's online portal or console or otherwise over the Internet ("**Online Services**"). Any manuals, instructions, or other documents or materials that Webroot provides or makes available to You that describe the configuration, integration, operation, or use of the SecureAnywhere Business Solution is referred to as "**Service Documentation**."

2. LICENSE AND RIGHT TO ACCESS.

a. **Software License**. The SecureAnywhere Business Solution may include desktop Software for Your personal computer Devices ("**Desktop Software**") and mobile Software for Your mobile Devices ("**Mobile Software**"). Webroot and its distributors may offer the Desktop Software and Mobile Software individually or together, but You are licensed to use only the type(s) of Software for which You have paid the applicable Fees (except for Software subject to Section 5 below) and for which You have received a valid license key. Except where otherwise specified in this Agreement or the Service Documentation, all terms of this Agreement and all references to Software apply to both the Desktop Software and the Mobile Software. Subject to Your compliance with Sections 3, 4, and 12 of this Agreement, Webroot hereby grants You the following non-exclusive, non-transferable, non-sublicenseable rights during the Term:

1. Desktop Software Users: to install and use the Desktop Software on Your applicable Devices, solely for Your internal business purposes; and

2. Mobile Software Users: to install and use the Mobile Software on Your applicable Devices, solely for Your internal business purposes.

b. **Access to Online Services.** The Online Services may be accessed in conjunction with the Software as part of the SecureAnywhere Business Solution. Certain of the Online Services are accessible through Webroot's online portal at https://my.webrootanywhere.com/ or a successor website ("**Webroot Portal**"). Subject to Your compliance with Sections 3, 4, and 12 of this Agreement, Webroot will during the Term use commercially reasonable efforts to make the Online Services available to You for Your own internal business purposes in connection with the Desktop Software and/or Mobile Software (depending on which You have licensed).

c. **Service Documentation.** Subject to Your compliance with Sections 3, 4, and 12 of this Agreement, Webroot hereby grants to You a non-exclusive, non-transferable, and non-sublicensable right during the Term to download a reasonable number of copies of the Service Documentation and to use such copies solely for Your internal business purposes in connection with Your authorized use of the SecureAnywhere Business Solution.

d. **Future Functionality.** You agree that Your license and access to the SecureAnywhere Business Solution and its Service Documentation is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Webroot with respect to future functionality or features.

3. **RESTRICTIONS**. You shall use the SecureAnywhere Business Solution only in accordance with this Agreement, the Service Documentation, and any order documentation presented when You obtained Your access to the SecureAnywhere Business Solution ("**Order Documentation**"). The Order Documentation may include restrictions related to subscription term, server (physical or virtual), CPU, seat, user, copy, Device, field of use, usage, billing, or other restrictions, and You agree to comply with all such restrictions. CERTAIN OF THE TERMS AND RESTRICTIONS IDENTIFIED IN THIS SECTION 3 ARE DEFINED IN WEBROOT'S LICENSING DEFINITIONS AND GUIDELINES SUPPLEMENT, WHICH IS AVAILABLE AT http://www.webroot.com/us/en/company/about/licensing-definition-guidelines FOR THE ENGLISH LANGUAGE VERSION AND OTHER URLS PROVIDED BY WEBROOT FOR OTHER LANGUAGE VERSIONS (THE "**SUPPLEMENT**"). THE TERMS OF THE SUPPLEMENT ARE HEREBY INCORPORATED INTO THIS AGREEMENT. THE DEFINITIONS IN THE SUPPLEMENT CONTROL OVER ANY CONFLICTING DEFINITIONS PROVIDED TO YOU BY A DISTRIBUTOR OR RESELLER. Depending on where You obtained the SecureAnywhere Business Solution and whether You have licensed the Desktop Software or Mobile Software, the Order Documentation may have been: (a) included in an online Webroot shopping cart, Your Software product packaging, the terms of purchase of a third-party app store, marketplace or other site or service from which You downloaded the Software ("**App Store**"), or other third-party reseller/distributor terms; or (b) presented directly by Webroot, by an App Store provider, or by another third-party reseller or distributor.

4. **CONDITIONS ON USE.** As a condition to Your use of the SecureAnywhere Business Solution, You must not: (a) copy, modify or create derivative works of the SecureAnywhere Business Solution or Service Documentation (except You may reproduce copies of the Service Documentation to the extent allowed under Section 2.c); (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the SecureAnywhere Business Solution to any third party, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive or gain access to any source code of the SecureAnywhere Business Solution; (d) bypass or breach any security device or protection used by the SecureAnywhere Business Solution or access or use the SecureAnywhere Business Solution other than through the use of valid access credentials; (e) input, upload, transmit, or otherwise provide to or through the SecureAnywhere Business Solution, any information or materials that are unlawful or injurious, or contain, transmit, or activate any malicious or harmful code; (f) damage, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SecureAnywhere Business Solution or Webroot's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights notices in or relating to the SecureAnywhere Business Solution or Service Documentation; (h) access or use the SecureAnywhere Business Solution or Service Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law or regulation, including for purposes of performing any DDOS attack; (i) access or use the SecureAnywhere Business Solution for purposes of competitive analysis of the SecureAnywhere Business Solution, or for benchmarking or stress testing of the SecureAnywhere Solution, or the development, provision, or use of a competing software service or product; or (j) access or use the SecureAnywhere Business Solution in, or in association with, the design, construction, maintenance, or operation of (1) any hazardous environments, systems, or applications, (2) any safety response systems or other safety-critical applications, or (3) any other use or application in which the use or failure of the SecureAnywhere Business Solution could lead to personal injury or physical or property damage; or (k) otherwise access or use the SecureAnywhere Business Solution or Service Documentation beyond the scope of the authorization granted under Section 2. You are responsible for Your users' compliance with the foregoing conditions. A user may be identified as any individual covered by a seat, as further described in the Supplement.

5. **EVALUATION VERSIONS**. Webroot may make the SecureAnywhere Business Solution available on an evaluation basis ("**Evaluation Services**"). Your use of the Evaluation Services is governed by this Agreement as modified by this Section 5. If You are using the Evaluation Services, then Your use is limited to use of the SecureAnywhere Business Solution in a non-production environment solely for evaluation purposes during the evaluation period designated in any Order Documentation (or, if no period is designated, for 30 days from the Effective Date) (the

"**Evaluation Period**"). When the Evaluation Period expires, Your use of the Evaluation Services and the SecureAnywhere Business Solution automatically expires and the Evaluation Services' capabilities may become restricted. You agree to promptly delete the Software and all copies thereof. If You desire to continue to use the SecureAnywhere Business Solution beyond the Evaluation Period, You will need to acquire the right to use the SecureAnywhere Business Solution. The Evaluation Services may not be complete or fully functional, and Webroot makes no warranties whatsoever about the Evaluation Services, which are provided "AS IS". Webroot does not guarantee that it will continue to make available the Evaluation Services under this Agreement or at all.

6. **UPGRADES**. Any upgrades to the Software or Online Services will be subject to the terms of this Agreement or other terms provided with such upgrades.

7. **SUPPORT**. For the Desktop Software (including for Evaluation Services), Webroot will provide web-based, telephone, and online self-help support. For the Mobile Software (including for Evaluation Services) Webroot will provide online self-help and forum support only. All support is provided only during the Term and in accordance with Webroot's standard support policies or procedures.

8. **LOGIN INFORMATION**. To use the Webroot Portal and certain other features of the SecureAnywhere Business Solution, You must register Your email address, phone number and a password ("**Login Information**") with Webroot. You are solely responsible for any actions taken using Your Login Information. You must notify Webroot immediately upon discovery of any unauthorized use of Your Login Information or account. You acknowledge that Webroot uses Login Information according to this Agreement and its Privacy Statements, including its Webroot SecureAnywhere Privacy Statement, which are currently available at https://www.webroot.com/us/en/legal/privacy (as such may be updated by Webroot) ("**Privacy Statements**"). Use of the Online Services and Webroot Portal may be subject to additional terms posted on the Webroot Portal.

9. **WEBROOT DATABASES; NETWORK ISSUES.**

a. Each Device requires an active Internet connection in order for the Software to communicate with one or more of Webroot's online databases ("**Webroot Databases**"). Certain features and functionality, including, without limitation, scanning programs and URLs for threats and receiving threat removal instructions, may not work if You do not have an active Internet connection. In addition, certain features of the Mobile Software (e.g., lost device features, call/SMS blocking, and portal-side parental controls) may not work if You do not have SMS functionality. The Software also may send certain personal data to the Webroot Databases for the purposes described herein and in Webroot's Privacy Statements.

b. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN INTERNET AND DATA CONNECTIONS AND SMS FUNCTIONALITY FOR ANY DEVICE THAT YOU USE WITH THE SECUREANYWHERE BUSINESS SOLUTION. YOU ACKNOWLEDGE THAT THE WEBROOT DATABASES AND OTHER SERVICES THAT ARE ACCESSED OR USED THROUGH INTERNET CONNECTIONS OR VIA SMS FUNCTIONALITY MAY BE SUBJECT TO YOUR INTERNET SERVICE PROVIDER'S FEES AND DOWNTIME FROM TIME TO TIME.

c. As between You and Webroot, Webroot has and will retain sole control over the operation, provision, maintenance, and management of the SecureAnywhere Business Solution, including: (1) Webroot's software, hardware, servers, databases, systems, and infrastructure; (2) the location(s) where any of the SecureAnywhere Business Solution are performed, including in the United States, in countries outside the United States, or outside the borders of the country in which You or the Your systems are located; and (3) the performance of any support services and any maintenance, upgrades, corrections, and repairs. Notwithstanding the foregoing, You may select certain settings, configured through the Webroot Portal, to best meet the certain demands of Your technical infrastructure.

10. **PERSONAL DATA**. The SecureAnywhere Business Solution may collect certain personal data about Your use and, if You are a Company, Your authorized users' use of the SecureAnywhere Business Solution. Webroot will treat such personal data in accordance its Privacy Statements.

WEBROOT MAY TRANSFER YOUR PERSONAL DATA TO ITS LOCATIONS IN THE UNITED STATES AND OTHER JURISDICTIONS. BY AGREEING TO THIS AGREEMENT OR CONNECTING TO OR USING THE SECUREANYWHERE BUSINESS SOLUTION, YOU AGREE TO SUCH TRANSFER AND PROCESSING OF YOUR AND YOUR AUTHORIZED USERS' PERSONAL DATA, INCLUDING YOUR LOGIN INFORMATION, AND ACKNOWLEDGE THAT IT IS NECESSARY

FOR THE PERFORMANCE OF THIS AGREEMENT. PLEASE NOTE THAT YOUR AND YOUR AUTHORIZED USERS' PERSONAL DATA MAY NOT BE SUBJECT TO THE SAME CONTROLS AS THOSE OF YOUR CURRENT LOCATION.

YOU CONSENT TO THE USES DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO HAVING YOUR AND YOUR AUTHORIZED USERS' PERSONAL DATA TRANSFERRED TO AND PROCESSED IN THE UNITED STATES AND OTHER JURISDICTIONS. **YOU ACKNOWLEDGE THAT YOUR CONSENT TO WEBROOT'S USE OF YOUR AND YOUR AUTHORIZED USERS' PERSONAL DATA IS FREELY GIVEN AND INFORMED**.

11. QUARANTINE, DELETION, AND DISABLING FEATURES. The SecureAnywhere Business Solution includes (or may be upgraded to include) features that allow You to do the following:

a. Automatically block and/or quarantine installation of software that You may not want on Your Device ("**Potentially Unwanted Software**"). This feature may block/quarantine software that is not Potentially Unwanted Software, disable other software on the Device, or result in breaching licenses to such software;

b. Erase or "wipe" all of Your Devices' free hard drive space or all or portions of the content on Your Device(s), including without limitation any and all applications, photos, music, contacts, and other content ("**Deleted Content**"). Using this feature permanently erases all the Deleted Content so that it cannot be recovered; and

c. Mobile Software Users (in addition to the above): (1) Restore the mobile Device to initial factory settings so that no content can be recovered; and (2) disable some or all of the mobile Device. Re-enabling the mobile Device requires use of a password that Your mobile carrier and the mobile Device manufacturer will not possess. Webroot may provide recovery services.

YOU ACKNOWLEDGE THE EFFECTS OF THESE FEATURES AND THAT IT IS YOUR CHOICE WHETHER TO USE THEM. IF YOU DO NOT WANT TO ASSUME SUCH RISKS, DO NOT USE THE SECUREANYWHERE BUSINESS SOLUTION. WEBROOT IS NOT LIABLE FOR ANY LOSS OF DELETED CONTENT, DATA, LOSS OF ACCESS, OR OTHER PROBLEMS OR LOSSES ARISING FROM USE OR MISUSE OF THE SECUREANYWHERE BUSINESS SOLUTION.

12. FEES.

a. **Fees Overview.** You must pay Webroot or the third party from which You obtained the SecureAnywhere Business Solution (any such third party, a "**Reseller**") the fees specified in the Order Documentation ("**Fees**"). Except as otherwise specified in this Agreement, the Order Documentation, or the Supplement: (1) all payment obligations are non-cancellable and all Fees are non-refundable, and (2) quantities purchased cannot be decreased during the relevant subscription Term. If You purchased Your license from Webroot, then You must pay Webroot the Fees within 30 days of the date of purchase, unless otherwise set forth in the Order Documentation. All amounts payable under this Agreement must be paid by You to Webroot in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law). You will permit Webroot and/or its representatives to review Your relevant records to ensure Your compliance with the terms of this Agreement.

b. **Taxes.** All Fees and other amounts payable by You under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by You hereunder, other than any taxes imposed on Webroot's income.

13. OWNERSHIP. All right, title, and interest in and to the SecureAnywhere Business Solution, Service Documentation, and Resultant Data, including all derivative works of each of the foregoing, and all intellectual property rights (whether in the nature of patent, copyright, trademark, or trade secrets) therein or arising out each of the foregoing, are and will remain with Webroot and its licensors and the respective rights holders in the Open Source Software or Third-Party Software, as such terms are defined in Section 25. You have no right, license, or authorization with respect to any aspect of the SecureAnywhere Business Solution (including Open Source Software or Third-Party Software) except as expressly set forth in Section 2 and in the applicable open source or third-party license. All other rights in and to the SecureAnywhere Business Solution are expressly reserved by Webroot and the respective third-party copyright owners of the Open Source Software and Third-Party Software. "**Resultant Data**" means information or data that is derived by or through the SecureAnywhere Business Solution from processing Your data but is sufficiently distinct from Your personal data such that Your personal data cannot be reverse engineered from the Resultant Data alone.

14. **PRODUCT CHANGES**. Provided that the functionality of the SecureAnywhere Business Solution is not substantially decreased during the Term (as defined below), Webroot may at any time without notice discontinue or modify any characteristics of the SecureAnywhere Business Solution.

15. **TERM**. This Agreement will begin on the Effective Date and will continue for the initial subscription term set forth in the Order Documentation (if no term is specified in the Order Documentation, the default initial term will be one year) ("**Initial Term**"). IF YOU PURCHASED YOUR SUBSCRIPTION TO THE SECUREANYWHERE BUSINESS SOLUTION ONLINE FROM WEBROOT (OR IF YOU RENEWED YOUR SUBSCRIPTION ONLINE WITH WEBROOT) AND DID NOT "OPT OUT" OF AUTOMATIC RENEWALS, THEN UPON EXPIRATION OF THE INITIAL TERM, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR THE SPECIFIED SUBSCRIPTION TERM(S) AT THE THEN-CURRENT PRICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS PERTAINING TO AUTOMATIC RENEWAL PRESENTED TO YOU AT THE TIME OF PURCHASE. IF YOU PURCHASED YOUR SUBSCRIPTION OFFLINE FROM WEBROOT OR A RESELLER, THEN UPON EXPIRATION OF THE INITIAL TERM, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR SUBSCRIPTION TERMS AT THE THEN-CURRENT PRICE 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**".

16. **SUSPENSION AND TERMINATION; SURVIVAL; END OF LIFE**.

a. **Modification of Agreement.** WEBROOT MAY MODIFY THIS AGREEMENT FOLLOWING NOTICE TO YOU, WHICH NOTICE MAY BE PROVIDED VIA THE SECUREANYWHERE BUSINESS SOLUTION. BY AGREEING TO THE MODIFIED AGREEMENT OR USING THE SECUREANYWHERE BUSINESS SOLUTION AFTER RECEIVING NOTICE THAT THE AGREEMENT HAS BEEN MODIFIED, YOU AGREE TO THE TERMS OF THE MODIFIED AGREEMENT.

b. **Suspension and Termination**. Webroot may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny Your access to or use of all or any part of the SecureAnywhere Business Solution or Service Documentation, without incurring any resulting obligation or liability, if: (1) Webroot receives a judicial or other governmental demand, order, subpoena, or law enforcement request that expressly or by reasonable implication requires Webroot to do so; (2) You refuse to accept the terms of any modified Agreement, despite receiving notice from Webroot of such modified Agreement; (3) any aspect of this Agreement is limited by law or third-party terms of service; (4) Webroot believes, in its discretion, that either: (i) You breached or failed to comply with any term of this Agreement, or accessed or used the SecureAnywhere Business Solution beyond the scope of the rights granted, or for a purpose not expressly authorized under this Agreement; or (ii) You are, have been, or are likely to be involved in any fraudulent or unlawful activities, including DDOS attacks; or (5) this Agreement expires or is terminated. This Section 16.b does not limit any of Webroot's other rights or remedies, whether at law, in equity or under this Agreement. Failure to pay Fees when due will constitute a breach.

c. **Survival**. The following provisions will survive termination: Sections 3 (Restrictions), 4 (Conditions on Use), 8 (Login Information), 10 (Personal Data), 11 (Quarantine, Deletion and Disabling Features), 12 (Fees), 13 (Ownership), 16.b (Suspension and Termination), 16.c (Survival), 17.b (Disclaimers), 19 (Limitation of Liability), 20 (US Government End Users Only), 21 (Export), 22 (Governing Law and Venue), 23 (High Risk Activity), 25 (Open Source Software), 26 (General), 27.c (Conditions on Use), 27.g (Compliance With Laws; Personal Information), and 27.i (Indemnification Made by You). When this Agreement terminates or does not renew, Webroot may delete Your personal data at any time after 45 days from the date of non-renewal or termination.

d. **End of Life.** Webroot's provision of the SecureAnywhere Business Solution is subject to Webroot's End of Life policy available at https://www5.nohold.net/Webroot/Loginr.aspx?pid=10&login=1&app=vw&solutionid=919.

17. **LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES**.

a. **Limited Warranty**. During the 30 day period after the Effective Date ("**Warranty Period**"), Webroot warrants that the SecureAnywhere Business Solution, when used as permitted in this Agreement will operate substantially as described in the Service Documentation. Webroot's sole liability (and Your exclusive remedy) for any breach

of this warranty will be, in Webroot's sole discretion, to use commercially reasonable efforts (1) to provide You with an error-correction or work-around which corrects the reported non-conformity, (2) to replace the non-conforming portions of the SecureAnywhere Business Solution with conforming items, or (3) if Webroot determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund the Fees paid for the SecureAnywhere Business Solution. Webroot will have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. The above warranty will not apply: (i) if the SecureAnywhere Business Solution is not used in compliance with the Service Documentation; (ii) if any modifications are made to the SecureAnywhere Business Solution by You or any third party; (iii) to defects due to accident, abuse or improper use by You; or (iv) to Evaluation Services or other items provided on a no charge or evaluation basis.

b. **DISCLAIMERS.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SECUREANYWHERE BUSINESS SOLUTION IS 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. THERE IS NO WARRANTY THAT THE SECUREANYWHERE BUSINESS SOLUTION WILL BE ERROR FREE OR THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED. NO ANTI-MALWARE, SECURITY, OR DEVICE LOCATION SERVICE CAN GUARANTEE A 100% DETECTION OR SUCCESS RATE, AND WEBROOT IS NOT LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM ANY FAILURE OF THE SECUREANYWHERE BUSINESS SOLUTION TO DETECT OR QUARANTINE ANY POTENTIALLY UNWANTED SOFTWARE.

c. **STATUTORY RIGHTS.** YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE WARRANTY PERIOD ABOVE.

d. **THIRD-PARTY APPROVALS.** THIRD-PARTY CERTIFICATIONS AND/OR APPROVALS MAY BE REQUIRED IN ORDER TO UTILIZE SOME FEATURES OF THE SECUREANYWHERE BUSINESS SOLUTION ON CERTAIN DEVICES. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL SUCH CERTIFICATIONS AND APPROVALS, AND WEBROOT TAKES NO RESPONSIBILITY OR LIABILITY FOR THE FOREGOING.

18. DEFENSE OF INFRINGEMENT CLAIMS.

a. **Defense**. Webroot will defend at its own expense any claim against You brought by a third party to the extent that the claim alleges that the SecureAnywhere Business Solution directly infringes that third party's U.S. patents or copyrights, or misappropriates any of that third party's trade secrets recognized as such under the Uniform Trade Secret law, and Webroot will pay those costs and damages finally awarded against You that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such claim.

b. **Conditions to Defense**. Webroot's obligations in this Section 18 are conditioned on You: (1) promptly notifying Webroot in writing of such claim after becoming aware of such claim; (2) giving Webroot sole control of the defense of the claim and any related settlement; and (3) cooperating and, at Webroot's reasonable request and expense, assisting in the defense of such claim.

c. **Mitigation**. Upon the occurrence of a claim for which defense is due under this Section 18, or in the event that Webroot believes that such a claim is likely, Webroot may, at its option: (1) appropriately modify the SecureAnywhere Business Solution, or any feature or component associated with the SecureAnywhere Business Solution, so that it or its applicable features or components become non-infringing, or substitute functionally equivalent subscription services to You; (2) obtain a license to the applicable third-party intellectual property rights so that You may continue to use the SecureAnywhere Business Solution; or (3) terminate Your subscription to the SecureAnywhere Business Solution on written notice to You and refund to You that portion of the Fees pre-paid hereunder for the infringing portion of the SecureAnywhere Business Solution, prorated for the remainder of the applicable subscription Term.

d. **Limitations and Exclusions**. Webroot has no obligations under this Section 18 or otherwise with respect to any infringement claim to the extent such claim is based upon: (1) any use of the SecureAnywhere Business

Solution not in accordance with this Agreement or for purposes beyond the scope set forth in the Order Documentation and Service Documentation; (2) any use of any release of the SecureAnywhere Business Solution other than the most-current release made available to You; (3) any modification of the SecureAnywhere Business Solution by any person other than Webroot or its authorized agents or subcontractors; or (4) the use or combination of the Webroot SecureAnywhere Business Solution with any third-party product or service.

e. **SOLE REMEDY**. THIS SECTION 18 SETS FORTH YOUR SOLE REMEDIES AND WEBROOT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS SUBJECT TO WEBROOT'S DEFENSE OBLIGATIONS. WEBROOT HAS NO DEFENSE OR INDEMNIFICATION OBLIGATIONS TO YOU EXCEPT AS SET FORTH IN THIS SECTION 18.

19. LIMITATION OF LIABILITY.

a. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL WEBROOT OR ITS AFFILIATES OR LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (1) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (2) LOSS OF GOODWILL OR REPUTATION; (3) INTERRUPTION OR DELAY OF THE SECUREANYWHERE BUSINESS SOLUTION; (4) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA OR BREACH OF DATA OR SYSTEM SECURITY; (5) COST OF REPLACEMENT GOODS OR SERVICES; OR (6) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER WEBROOT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

b. **CAP.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF WEBROOT AND ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FEES PAID TO WEBROOT BY YOU UNDER THIS AGREEMENT FOR THE APPLICABLE SUBSCRIPTION TERM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

20. US GOVERNMENT END USERS ONLY. For U.S. government end users only, the SecureAnywhere Business Solution is a "commercial item" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SecureAnywhere Business Solution with only those rights set forth therein.

21. EXPORT. The Software 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 Software for any use relating to nuclear, chemical, or biological weapons, or missile technology. 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 21.

22. GOVERNING LAW AND VENUE. For any action relating to this Agreement, You agree to the following governing law and exclusive jurisdiction and venue, according to Your location.

a. **If You are located in the United States or Canada, this Agreement is governed by the laws of the State of Colorado without regard to its conflict of laws provisions**. You agree 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 by or against You arising out of or relating to the SecureAnywhere Business Solution or this Agreement.

b. **If You are located in Japan, this Agreement is governed by the laws of Japan without regard to its conflict of laws provisions**. You agree to personal jurisdiction by and exclusive venue in the Tokyo District Court with regard to any and all claims by or against You arising out of or relating to the SecureAnywhere Business Solution or this Agreement.

c. **If You are located outside the United States, Canada, and Japan, this Agreement is governed by the laws of the Republic of Ireland without regard to its conflict of laws provisions**. You agree to personal jurisdiction by and exclusive venue in the courts sitting in Dublin, Ireland, with regard to any and all claims by or against You arising out of or relating to the SecureAnywhere Business Solution or this Agreement.

d. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

23. **HIGH RISK ACTIVITY**. You acknowledge and agree that the SecureAnywhere Business Solution 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 Software in connection with any high-risk or strict-liability activity.

24. **FORCE MAJEURE**. Neither party to this Agreement 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 services, or refusal of approval or a license by a government agency.

25. **OPEN SOURCE SOFTWARE**. The SecureAnywhere Business Solution 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 ("**Open Source Software**"). An English-language list of Open Source Software that is distributed by Webroot is available at https://www.webroot.com/us/en/legal/opensource. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software itself, including, without limitation, any provisions governing access to source code, modification, or reverse engineering. You acknowledge that Your use of each open source component is subject to the open source license applicable to each open source component. Webroot makes no representations or warranties with regard to such open source components and assumes no liability that may arise from the use of such open source components.

26. **GENERAL**. You acknowledge 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. 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 via: (a) the Software; (b) the Web Portal, (c) the Online Services; or (d) email to Your email address on file with Webroot. Neither party to this Agreement may assign this Agreement without the prior written consent of the other party, which will not be unreasonably withheld; provided however, that Webroot may assign this Agreement or assign or transfer its rights or obligations hereunder without consent 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. Any attempted assignment in violation of this Section 26 is void. No provision of this Agreement will be deemed waived unless the wavier 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 SecureAnywhere Business Solution, 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 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 with regard to the modification of this Agreement, the Supplement or the Order Documentation.

27. **USE OF THE WEBROOT SECUREANYWHERE BUSINESS SOLUTION TO PROVIDE MANAGED SERVICES.** If You are licensing the Webroot SecureAnywhere Business Solution as a managed service provider ("**MSP**"), the provisions of this Section 27 also apply to Your use of the Webroot SecureAnywhere Business Solution. To the

extent of any conflict between the provisions of this Section 27 of the Agreement and the rest of the Agreement, the provisions in this Section 27 prevail.

a. **DEFINITIONS.** As used in this Section 27:

1. "**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.
2. "**Personal Information**" means information provided to You by or at the direction of a Beneficiary, or to which access was provided to You by or at the direction of a Beneficiary, that identifies or can be used to identify an individual or that can be used to authenticate an individual, including, without limitation, government-issued identification numbers, financial identification numbers, names, addresses, telephone numbers, e-mail addresses, and other unique identifiers.
3. "**Managed Services**" means the managed services provided by You to Beneficiaries through the use of the Webroot SecureAnywhere Business Solution for the number of Seats specified in Your Order Documentation.
4. "**Marks**" means all trademarks, service marks, trade dress, trade names, domain names, corporate names, brand names, product names, proprietary logos, proprietary symbols, and other indicia of origin provided by a party to the other from time to time in connection with this Agreement.
5. "**Seat**" means a device for which You provide Managed Services.

b. **GRANT OF LICENSE.** Subject to Sections 3, 4, 12, and 27.c of this Agreement, Webroot: (1) hereby grants You a non-exclusive license to (i) copy and reproduce the Service Documentation and (ii) install and use the Desktop Software or Mobile Software; and (2) will use commercially reasonable efforts to make the SecureAnywhere Business Solution available to You, in each case above, solely as part of Your provision of Managed Services to Beneficiaries for such Beneficiaries' internal business use. Such internal business use may include the use and display of the most current version of the Webroot SecureAnywhere Business Solution and Service Documentation made available to You solely for the non-production purposes of conducting demonstrations of the Managed Services for potential Beneficiaries.

c. **CONDITIONS ON USE.** In addition to the applicable conditions set forth in Section 4 above, as a condition to Your use of the SecureAnywhere Business Solution, You must not: (1) knowingly permit any Beneficiaries to take any action or to refrain from taking any action that would breach any of the conditions in Section 4; or (2) use the SecureAnywhere Business Solution for the provision of any services, other than the Managed Services, for the benefit of any third party.

d. **TRADEMARK LICENSE.** Subject to the terms and conditions of this Section 27.d, each party ("**Mark Licensor**") grants to the other party ("**Mark Licensee**") a non-exclusive, non-transferable, non-sublicensable, revocable license to use and reproduce its Marks solely in connection with marketing the Managed Services. Neither party grants any rights in its Marks other than those expressly granted in this paragraph. Each party acknowledges the other party's exclusive ownership of its own Marks, and each party agrees not to take any action inconsistent with such ownership. Mark Licensee agrees to cooperate, at Mark Licensor's request and expense, in any action which Mark Licensor reasonably deems necessary or desirable to establish or preserve its exclusive rights in and to its Marks. Mark Licensee will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Mark Licensor's Marks or in such a way as to create combination marks with Mark Licensor's Marks. For the avoidance of doubt, You will not be entitled to incorporate "*Webroot*" or "*SecureAnywhere*" into Your domain names without Webroot's prior written approval. Mark Licensee will use Mark Licensor's Marks only in accordance with such guidelines as Mark Licensor may provide from time to time. At Mark Licensor's request, Mark Licensee will immediately modify or discontinue any use of the Mark Licensor's Marks.

e. **BRANDING.** You will use the Webroot Marks to identify the Webroot SecureAnywhere Business Solution, 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 and any guidelines provided to You by Webroot. You will at all times conduct business in a manner that reflects favorably on the

Webroot SecureAnywhere Business Solution, 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; PERSONAL INFORMATION.** You must at all times comply with all applicable laws and regulations in providing the Managed Services. You acknowledge that in the course of providing Managed Services You may receive or have access to Personal Information. You must keep all Personal Information in strict confidence and comply with all applicable foreign, national, state, and local laws, regulations, and directives in Your collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information, and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under Your control or Your possession. Without limiting the foregoing, You agree that You and Your Beneficiaries are solely responsible for ensuring that any natural person provides freely given, specific, informed and unambiguous consent to the processing of such natural person's Personal Information by You as part of the Managed Services. To that end, You must provide, or cause Your Beneficiaries to provide, prominent and conspicuous notices to all applicable natural persons that explain: (1) the precise categories of Personal Information You collect from natural persons as part of the Managed Services and what You do with such Personal Information; (2) the purposes for such data collection; (3) whether such Personal Information will be disclosed to third parties; (4) how You secure and protect such Personal Information; and (5) Your retention policies with respect to such Personal Information.

h. **WARRANTIES MADE BY YOU.** You will not make or publish any false or misleading representations, warranties, or guarantees concerning the Webroot SecureAnywhere Business Solution that are inconsistent with any warranties made by Webroot in this Agreement.

i. **INDEMNIFICATION MADE BY YOU.** You will indemnify and hold harmless Webroot and its affiliates from and against all losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs or expenses, including attorneys' fees and costs (collectively "**Losses**"), suffered by Webroot or its affiliates that arise out of or relate to: (1) Your unauthorized disclosure of Personal Information; or (2) Your failure to comply with any of Your obligations in Sections 27.g or 27.h above.

j. **INDEMNIFICATION MADE BY MARK LICENSOR.** Mark Licensor will indemnify and hold harmless Mark Licensee from and against all Losses suffered by Mark Licensee as a result of a third-party claim against Mark Licensee alleging that Mark Licensor's Marks, when used in accordance with this Agreement, infringed that third party's trademark rights. If Mark Licensor's Marks become, or in Mark Licensor's opinion are likely to become, the subject of an infringement claim Mark Licensor will, at its option and expense, either: (1) procure for Mark Licensee the right to continue exercising the rights licensed to Mark Licensee in this Agreement; (2) replace or modify Mark Licensor's Mark so that it becomes non-infringing; or (3) terminate this Agreement by written notice to Mark Licensee. THIS PARAGRAPH STATES MARK LICENSOR'S ENTIRE LIABILITY AND MARK LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR SUCH INFRINGEMENT CLAIMS AND ACTIONS.

k. **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.