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PLUGIN LICENSE AGREEMENT

THIS PLUGIN LICENSE 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 PLUGIN 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, 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 PLUGIN FOR ANY PURPOSE.

1.   **Definitions.** Capitalized terms used in this Agreement have the respective meanings set forth in this <u>Section 1</u> or in the section in which they are first defined.

   a.   "**Application**" means the software application, platform, website, or other interface that You own or license and that will interact with the Plugin.

   b.   "**Feedback**" means suggestions, comments, improvements, ideas, or other feedback provided by You or Your employees or agents to Webroot related to the Evaluation Services or the subject matter of this Agreement.

   c.   "**Platform**" means the managed cyber security platform with which you plan to use the Plugin.

   d.   "**Plugin**" means the software that Webroot provides to you related to Your use of the Platform.

   e.   "**Privacy Statements**" means Webroot's privacy statements describing how Webroot collects, processes, uses, and discloses personal information, which are currently available at <u>https://www.webroot.com/us/en/legal/privacy</u>.

   f.   "**Separate Agreement**" means, if applicable, the end license user agreement or other agreement between You and Webroot governing Your rights and obligations with regard to the Webroot Services.

   g.   "**Webroot Services**" means, if applicable, the applicable Webroot products or services that You are licensed to access and use pursuant to a Separate Agreement.

2.   **RIGHT TO ACCESS AND USE**. Subject to Your compliance with <u>Section 3</u>, Webroot hereby grants You a royalty-free, non-exclusive, non-transferable, and non-sublicensable license to download, install, and use the Plugin solely for Your internal use in: (a) importing one or more Webroot Services into the Platform; or (b) in developing an Application for the purpose of the immediately preceding subsection (a).

3.   **CONDITIONS ON USE; NUMBER OF CALLS.**

   a.   **Conditions on Use.** As a condition to Your license to and access of the Plugin, You must not: (a) reverse engineer or decompile the Plugin; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Plugin 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) input, upload, transmit, or otherwise provide to or through the Plugin, any information or materials that are unlawful or injurious, or contain, transmit, or activate any malicious or harmful code; (d) remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights notices in or relating to the Plugin; (e) access or use the Plugin 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; (f) access or use the Plugin for the development, provision, or use of a software service or product that competes with the Webroot Services; and (g) otherwise access or use any part of the Plugin beyond the scope of the authorization granted under <u>Section 2</u>. You are responsible for Your authorized users' compliance with the foregoing conditions.

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b. **Number of Calls.** Webroot reserves the right to limit the quantity of data You may access through the Plugin. Webroot may temporarily suspend Your Plugin use if You exceed such limits. Attempts to circumvent any such limits may result in suspension or termination of this Agreement.

4. **EVALUATION VERSIONS.** Webroot may make the Plugin available on an evaluation or beta testing basis ("**Evaluation Services**"). Your use of the Evaluation Services is governed by this Agreement as modified by this Section 4. 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. If You provide Webroot with verbal and/or written Feedback related to Your use of the Evaluation Services, including, but not limited to, a report of any errors which You may discover in the Evaluation Services, or suggestions for improvements or changes to the Evaluation Services, You hereby assign all right, title and interest in the Feedback, including all intellectual property rights therein. If requested by Webroot, You agree to execute such further instruments as Webroot may reasonably request confirming Webroot's ownership in such Feedback. All Feedback is provided at Your sole discretion.

5. **UPGRADES**. Any upgrades, modified versions, updates, and additions to the Plugin will be subject to the terms of this Agreement or other terms provided with such upgrades, modified versions, updates, or additions. Webroot is under no obligation to provide any support under this Agreement to You or any other party, including updates or future versions of the Plugin or any portions thereof.

6. **PRIVACY**. Webroot may collect certain usage statistics from the Plugin, including but not limited to, a unique identifier, associated IP address, version number, and information on usage. In addition, Webroot may collect Your name and the name of the Company prior to permitting You to download the Plugin. This information will be collected, stored, and used in accordance with this Agreement and Webroot's Privacy Statements.

7. **OWNERSHIP**.

a. **Intellectual Property Rights.** All right, title, and interest in and to the Plugin, and all intellectual property rights (whether in the nature of patent, copyright, trademark, or trade secrets) therein or arising out the Plugin, 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 14. You have no right, license, or authorization with respect to any aspect of the Plugin except as expressly set forth in Section 2, and in the applicable Open Source Software or Third-Party Software license. All other rights in and to the Plugin are expressly reserved by Webroot and the respective third-party copyright owners of the Open Source Software and Third-Party Software.

b. **Your Ownership.** Webroot acknowledges that it does not obtain any ownership interest in any Applications that You develop.

8. **PRODUCT CHANGES**. You agree that the form and nature of the Plugin may change without prior notice to You and that future versions of the Plugin may be incompatible with Applications developed on previous versions. You agree that Webroot may stop (permanently or temporarily) providing the Plugin (or any features within either) to You or to users generally at Webroot's sole discretion, without prior notice to You.

9. **MODIFICATION; SUSPENSION AND TERMINATION; SURVIVAL**.

a. **Modification of Agreement.** WEBROOT MAY MODIFY THIS AGREEMENT FOLLOWING NOTICE TO YOU. BY AGREEING TO THE MODIFIED AGREEMENT OR USING THE PLUGIN AFTER RECEIVING NOTICE THAT THE AGREEMENT HAS BEEN MODIFIED, YOU AGREE TO THE TERMS OF THE MODIFIED AGREEMENT.

b. **Termination; Discontinuation; Effect**. You may stop using the Plugin at any time with or without notice. Further, if You want to terminate this Agreement, You must provide Webroot with written notice and upon termination, stop all use of the Plugin. Webroot reserves the right to terminate this Agreement or discontinue the Plugin or any portion or feature therein or Your access thereto for any reason and at any time without liability or other obligation to You. Upon any termination of this Agreement or discontinuation of Your access to the Plugin, You will immediately stop using the Plugin and delete any cached data relating to the Plugin.

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c. **Survival**. The following provisions will survive termination: Sections 3 (Conditions on Use), 6 (Privacy), 7 (Ownership), 9.c (Survival), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), 12 (Export), 13 (Governing Law and Venue), 14 (Open Source Software), and 15 (General).

10. **DISCLAIMER OF WARRANTIES**. THE PLUGIN 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 PLUGIN WILL BE ERROR FREE. YOU AGREE THAT YOUR USE OF THE PLUGIN IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM SUCH USE. YOU ARE SOLELY RESPONSIBLE FOR ANY APPLICATIONS YOU DEVELOP THAT INTERACT WITH THE PLUGIN. YOU ACKNOWLEDGE THAT THE EVALUATION SERVICES ARE A PRE-RELEASE VERSION, DO NOT REPRESENT A FINAL SERVICE FROM WEBROOT, AND MAY CONTAIN BUGS, ERRORS, OR OTHER PROBLEMS THAT COULD CAUSE FAILURES AND OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER. YOUR USE OF THE EVALUATION SERVICES IS ENTIRELY AT YOUR OWN RISK.

11. **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 PLUGIN; (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 $1,000. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

c. **ACKNOWLEDGMENT.** YOU ACKNOWLEDGE THE ALLOCATION OF RISK SET FORTH IN THIS SECTION 11, AND ACKNOWLEDGE THAT WEBROOT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

12. **EXPORT**. The Plugin 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 Plugin 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 losses, damages, costs, fees, expenses, and liabilities (including court costs and attorneys' fees) arising from breach of this Section 12.

13. **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 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 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 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.

14. **OPEN SOURCE SOFTWARE**. The Plugin 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 Open Source Software 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 Software and assumes no liability that may arise from the use of such Open Source Software. Notwithstanding anything to the contrary, You are not licensed to (and You agree that You will not) integrate or combine the Plugin with any Open Source Software that could require disclosure, distribution, or licensing of all or any part of the Webroot Services in source code form. Any violation of the foregoing sentence immediately terminates all of Your licenses and other rights to the Plugin granted under this Agreement.

15. **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. 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 effect. Webroot may provide You with notice of matters relating to this Agreement via 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 may 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 15 is void. No provision of this Agreement will be deemed waived unless the wavier is in writing and signed by Webroot. This Agreement and, if applicable, the Separate Agreement, are the complete and exclusive statement of the mutual understanding between You and Webroot and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement and that of the Separate Agreements. **Notwithstanding the foregoing, if You have entered into a separate written agreement with Webroot for use of the Plugin, the terms and conditions of such other agreement will prevail over any conflicting terms and conditions in this Agreement**.