



WEBROOT SECUREANYWHERE® DNS PROTECTION AGREEMENT

THIS WEBROOT SECUREANYWHERE® DNS PROTECTION 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 DNS SERVICES 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 DNS SERVICES FOR ANY PURPOSE.

1. **DNS SERVICES.** The term "**DNS Services**" means Webroot's cloud-based security solution that uses the Domain Name System and is made available to You through Webroot's SecureAnywhere Global Site Manager (or other web-based console or portal), a current version of which is available at <https://my.webrootanywhere.com/> (the "**SecureAnywhere Console**"). 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 DNS Services is referred to as "**Service Documentation**."
2. **RIGHT TO ACCESS AND USE.**
 - a. **DNS Services.** Subject to Your compliance with [Sections 3, 4, and 10](#), Webroot will during the Term use commercially reasonable efforts to make the DNS Services available to You solely for Your internal business purposes and only as authorized in this Agreement and any Order Documentation.
 - b. **Service Documentation.** Subject to Your compliance with [Sections 3, 4, and 10](#), 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 DNS Services.
 - c. **Future Functionality.** You acknowledge that Your access to the DNS Services and license to the 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 DNS Services only in accordance with this Agreement, the Service Documentation, and any order documentation presented when You obtained Your access to the DNS Services ("**Order Documentation**"). The Order Documentation may include restrictions related to subscription term, site, seat, user, field of use, usage, number of connections, web traffic, 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 DNS Services, the Order Documentation may have been included in an online Webroot shopping cart, the terms of purchase of a third-party app store or marketplace ("**App Store**"), or by another third-party reseller or distributor.
4. **CONDITIONS ON USE.** As a condition to Your use of the DNS Services, You must not: (a) copy, modify or create derivative works of the DNS Services or Service Documentation (except You may reproduce copies of the Service Documentation to the extent allowed under [Section 2.b](#)); (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the DNS Services 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 DNS Services; (d) bypass or breach any security device or protection used by the DNS Services or access or use the DNS Services other than through the use of valid access credentials; (e) input, upload, transmit, or otherwise provide to or through the DNS Services, 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 DNS Services 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 DNS Services or Service Documentation; (h) access or use the DNS Services 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 DNS Services for purposes of competitive analysis of the DNS Services, or for benchmarking or stress testing of the DNS Services, or the development, provision, or use of a competing software service or product; (j) access or use the DNS Services 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 DNS Services could lead to personal injury or physical or property damage; or (k) otherwise access or use the DNS Services or Service Documentation beyond the scope of the authorization granted under [Section 2](#). You are responsible for Your authorized 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 DNS Services 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 DNS Services 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 DNS Services automatically expires and the Evaluation Services' capabilities may become restricted. If You desire to continue to use the DNS Services beyond the Evaluation Period, You will need to acquire the right to use the DNS Services. 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 DNS Services will be subject to the terms of this Agreement or other terms provided with such upgrades.
- 7. SUPPORT.** Webroot will provide web-based, telephone, and online self-help support. All support is provided only during the Term (as defined below) and in accordance with Webroot's standard support policies or procedures.
- 8. NETWORK ISSUES AND LOGIN INFORMATION.**
 - a. YOU, AND NOT WEBROOT, ARE SOLELY RESPONSIBLE FOR: (1) APPROPRIATELY CONFIGURING YOUR NETWORK AND ROUTING ALL OF YOUR IP ADDRESSES THROUGH THE DNS SERVICES; (2) CONFIGURING ONLY THOSE IP ADDRESSES THAT ARE LEGALLY UNDER YOUR CONTROL; (3) ENSURING INTERNAL HTTP/FTP-OVER-HTTP TRAFFIC IS NOT DIRECTED THROUGH THE DNS SERVICES; AND (4) ANY OTHER NETWORK-RELATED ACTIONS WITHIN YOUR CONTROL THAT ARE NECESSARY FOR YOU TO RECEIVE AND USE THE DNS SERVICES. IF YOU FAIL TO ROUTE ONE OR MORE IP ADDRESSES THROUGH THE DNS SERVICES, THE DNS SERVICES WILL NOT WORK FOR THOSE IP ADDRESSES. YOU ACKNOWLEDGE THAT THE DNS SERVICES WILL BE PROVISIONED WITH WEBROOT'S DEFAULT SETTINGS AND THAT IT IS YOUR SOLE RESPONSIBILITY TO CONFIGURE THE DNS SERVICES THROUGH THE SECUREANYWHERE CONSOLE TO MEET YOUR REQUIREMENTS. YOU HEREBY RELEASE AND HOLD HARMLESS WEBROOT FROM ANY DAMAGES, LOSSES, OR COSTS SUFFERED OR INCURRED BY YOU AS A RESULT OF YOUR FAILURE TO APROPRIATELY CONFIGURE YOUR NETWORK SETTINGS OR ROUTE ALL OF YOUR APPLICABLE IP ADDRESSES THROUGH THE DNS SERVICES.
 - b. The DNS Services require an active Internet connection in order for You to access and use the DNS Services. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN INTERNET AND DATA CONNECTIONS. YOU ACKNOWLEDGE THAT THE DNS SERVICES AND OTHER SERVICES THAT ARE ACCESSED OR USED THROUGH

INTERNET CONNECTIONS 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 DNS Services, including: (1) Webroot's software, hardware, servers, databases, systems, and infrastructure; (2) the location(s) where any of the DNS Services 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 SecureAnywhere Console, to best meet the demands of Your technical infrastructure.
- d. To use the SecureAnywhere Console and certain other features of the DNS Services, 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 SecureAnywhere Console may be subject to additional terms posted on the SecureAnywhere Console.

9. **PERSONAL DATA.** The DNS Services may collect certain personal data about Your use and, if You are a Company, Your authorized users' use of the DNS Services. 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 DNS SERVICES, 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.**

10. **FEES.**

- a. **Fees Overview.** You must pay Webroot or the third party from which You obtained the DNS Services (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 right to use the DNS Services 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.

11. **OWNERSHIP.** All right, title, and interest in and to the DNS Services, 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 23](#). You have no right, license, or authorization with respect to any aspect of the DNS Services (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 DNS Services 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 DNS Services 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.

- 12. PRODUCT CHANGES.** Provided that the functionality of the DNS Services is not substantially decreased during the Term (as defined below), Webroot may at any time without notice discontinue or modify any characteristics of the DNS Services.
- 13. 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 ACCESS THE DNS SERVICES 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**".
- 14. MODIFICATION; 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 DNS SERVICES. BY AGREEING TO THE MODIFIED AGREEMENT OR USING THE DNS SERVICES 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 DNS Services 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 DNS Services 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 14.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](#) (Network Issues and Login Information), [9](#) (Personal Data), [10](#) (Fees), [11](#) (Ownership), [14.b](#) (Suspension and Termination), [14.c](#) (Survival), [15.b](#) (Disclaimers), [17](#) (Limitation of Liability), [18](#) (US Government End Users Only), [19](#) (Export), [20](#) (Governing Law and Venue), [21](#) (High Risk Activity), [23](#) (Open Source Software), [24](#) (General), [25.c](#) (Conditions on Use); [25.g](#) (Compliance with Laws; Personal Information); and [25.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 DNS Services 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>.

15. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES.

- a. **Limited Warranty.** During the 30 day period after the Effective Date ("**Warranty Period**"), Webroot warrants that the DNS Services, 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 DNS Services 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 DNS Services. 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 DNS Services are not used in compliance with the Service Documentation; (ii) if any modifications are made to the DNS Services 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 DNS SERVICES ARE 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 DNS SERVICES WILL BE ERROR FREE OR THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED. NO SECURITY SERVICE CAN DETECT OR PREVENT ALL SECURITY THREATS.
- 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 DNS SERVICES 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.

16. 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 DNS Services directly infringe that third party's U.S. patents or copyrights, or misappropriate 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 16](#) 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 16](#), or in the event that Webroot believes that such a claim is likely, Webroot may, at its option: (1) appropriately modify the DNS Services, or any feature or component associated with the DNS Services, 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 DNS Services; or (3) terminate Your subscription to the DNS Services on written notice to You and refund to You that portion of the Fees pre-paid hereunder for the infringing portion of the DNS Services, prorated for the remainder of the applicable subscription Term.

- d. **Limitations and Exclusions.** Webroot has no obligations under this Section 16 or otherwise with respect to any infringement claim to the extent such claim is based upon: (1) any use of the DNS Services 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 DNS Services other than the most-current release made available to You; (3) any modification of the DNS Services by any person other than Webroot or its authorized agents or subcontractors; or (4) the use or combination of the DNS Services with any third-party product or service.
- e. **SOLE REMEDY.** THIS SECTION 16 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 16.

17. 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 DNS SERVICES; (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.

18. US GOVERNMENT END USERS ONLY. For U.S. government end users only, the DNS Services are 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 DNS Services with only those rights set forth therein.

19. EXPORT. The DNS Services are 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 DNS Services 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 19.

20. 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 DNS Services 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 DNS Services 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 DNS Services 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.

- 21. **HIGH RISK ACTIVITY.** You acknowledge and agree that the DNS Services are 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 DNS Services in connection with any high-risk or strict-liability activity.
- 22. **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.
- 23. **OPEN SOURCE SOFTWARE.** The DNS Services 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.
- 24. **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 <https://www.webroot.com/us/en/legal/service-terms-and-conditions>. 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 DNS Services; or (b) 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 24 is void. 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 DNS Services, 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.

25. USE OF THE WEBROOT DNS SERVICES TO PROVIDE MANAGED SERVICES. If You are using the DNS Services as a managed service provider (“**MSP**”), the provisions of this Section 25 also apply to Your use of the DNS Services. To the extent of any conflict between the provisions of this Section 25 of the Agreement and the rest of the Agreement, the provisions in this Section 25 prevail.

a. **DEFINITIONS.** As used in this Section 25:

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 DNS Services 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 or user for which You provide Managed Services.

b. **GRANT OF RIGHT.** Subject to Sections 3, 4, 10, and 25.c, Webroot: (1) hereby grants You a non-exclusive license to copy and reproduce the Service Documentation for Your internal business use; and (2) will use commercially reasonable efforts to make the DNS Services available to You 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 DNS Services 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 DNS Services, 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 DNS Services 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 25.d, each party (“**Mark Licensor**”) hereby 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 DNS Services, 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 or any guidelines provided to You by Webroot. You will at all times conduct business in a manner that reflects favorably on the DNS Services, 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 DNS Services 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 25.g](#) or [25.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.