



WEBROOT PROFESSIONAL SERVICES AGREEMENT

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

1. PROFESSIONAL SERVICES. “**Professional Services**” means services provided to You by Webroot that You purchase or that are otherwise made available to You by Webroot pursuant to a Webroot quote or other similar document (“**Order Documentation**”) in connection with the uninstall, installation, configuration and/or implementation of Webroot products.

2. FEES. You are responsible for paying Webroot the fees for the Professional Services that are specified in the Order Documentation (“**Fees**”). All Fees are non-refundable except as otherwise set forth in this Agreement or in Your Order Documentation. The Fees exclude any taxes. You will be responsible, and will indemnify and hold Webroot harmless, for payment of all applicable sales, use or other taxes (excluding taxes based on Webroot’s income), arising from the payment of the Fees or the delivery of the Professional Services. You will pay Webroot the Fees within thirty (30) days of the date of purchase of the Professional Services, unless otherwise set forth in the Order Documentation.

3. TERM. This Agreement will begin on the date that of the Order Documentation (“**Effective Date**”) and will continue until the Professional Services are completed (“**Term**”). During the Term, either party may at any time, with or without cause, terminate this Agreement by providing written notice to the other party; provided, however, that if Company terminates this Agreement pursuant to this Section 3, Company shall promptly pay Webroot for all Professional Services provided prior to and through the effective date of termination.

4. REMOTE ACCESS AGREEMENT. If the Professional Services are to be provided remotely, You and certain of Your representatives will be required, at the time that the Professional Services are initiated and at the beginning of any new session related to the provision of the Professional Services, to agree to the terms of a click-through Remote Access Agreement substantially similar to the form attached hereto as Exhibit A (“**Remote Access Agreement**”). To the extent of any conflict between the provisions of this Agreement and the Remote Access Agreement agreed to by You at the time of provision of the Professional Services, the provisions of this Agreement shall control.

5. WARRANTY. The Professional Services shall be performed in a professional manner, consistent with industry standards. Webroot warrants that the Professional Services will be provided free from defects in performance, will conform to all specifications described in the Order Documentation, and will be fit and sufficient for the purposes expressed in, or reasonably inferred from this Agreement.

6. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WEBROOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR (A) ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EXCLUDING DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OF WEBROOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (B) AMOUNTS EXCEEDING \$500.00. THIS SECTION 7 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. GOVERNING LAW. For any action relating to this Agreement, You agree to the following governing law (without regard to conflicts of laws principles) and exclusive jurisdiction and venue, according to Your location. United States or Canada: State of Colorado governing law, jurisdiction and venue in the courts of Denver, Colorado. Outside of the United States or Canada (except Japan): Republic of Ireland governing law, jurisdiction and venue. Japan: Japan governing law, jurisdiction and venue in the Tokyo District Court.

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

9. INDEPENDENT CONTRACTORS. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.

10. GENERAL. 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. The provisions of this Agreement that, by their sense and context, are

intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement. Webroot may provide You with notice of matters relating to this Agreement by sending You an email. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may freely assign or transfer its rights or obligations hereunder to any affiliate or any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by Webroot. No modifications or amendments shall be made to this Agreement unless in writing and signed by the parties. This Agreement and the Remote Access Agreement constitute 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 the Remote Access Agreement. **Notwithstanding the foregoing, if You have entered into a separate written agreement signed by Webroot for provision of the Professional 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 in any other business form employed by You will supersede the terms and conditions of this Agreement, and any such document issued by You will be for administrative purposes only and will have no legal effect.

EXHIBIT A

REMOTE ACCESS AGREEMENT

As used in this Agreement, “You” and “Your” refer to you as an individual and, if applicable, the company on behalf of which you are agreeing to the terms of this Remote Access Agreement (“**Agreement**”). If You are entering into this Agreement on behalf of a company, you represent and warrant that (i) you have the full corporate right, power, and authority to enter into this Agreement on behalf of the company, (ii) this Agreement has been duly authorized by such company, and (iii) this Agreement will constitute the legal, valid and binding obligation of such company, enforceable against such company in accordance with its terms.

You have requested that Webroot remotely connect to Your computer systems via the internet to assist with either (i) the uninstall, installation, configuration and/or implementation of certain Webroot products purchased by You, or (ii) the resolution of a computer system problem. Pursuant to the terms of this Agreement and any other documentation between You and Webroot, if applicable, Webroot hereby agrees to attempt to assist You by allowing a member of the Webroot support team to view Your desktop and share control of Your mouse and keyboard.

You expressly acknowledge that there is a possibility that Webroot’s efforts to solve Your problems by remotely connecting to Your computer systems may result in damage to Your computer hardware, software and/or any related systems, including, without limitation, loss of data. Notwithstanding the possibility of such damage, You hereby expressly grant Webroot and its employees, contractors agents and representatives permission to connect to Your computer systems remotely, to record the screen activity during the remote assistance session, and to collect the personal information and/or information about Your computer system strictly in conformance with the Webroot privacy policy (which is available at http://www.webroot.com/En_US/about-privacy.html).

You hereby waive and release any and all claims You may have or will ever have against Webroot and its employees, agents, affiliates, officers, and directors relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from Webroot remotely connecting to Your computer systems pursuant to this Agreement, as well as the recording of the sessions and collection of personal and/or computer system information, including, without limitation, loss of data and damage to Your computer hardware, software and/or any related systems.

You agree to defend, indemnify, save and hold harmless, Webroot and its officers, directors, agents, affiliates, and employees from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorney fees arising from or in any way relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from Webroot remotely connecting to Your computer systems, recording the sessions, and/or collecting information as requested by You herein.

For any action relating to this Agreement, You agree to the following governing law (without regard to conflicts of laws principles) and exclusive jurisdiction and venue, according to Your location. United States or Canada: State of Colorado governing law, jurisdiction and venue in the courts of Denver, Colorado. Outside of the United States or Canada (except Japan): Republic of Ireland governing law, jurisdiction and venue. Japan: Japan governing law, jurisdiction and venue in the Tokyo District Court.

BY CLICKING THE “ACCEPT” BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU ACCEPT ITS TERMS AND CONDITIONS.

BY CLICKING THE “DECLINE” BUTTON YOU REJECT THE TERMS AND CONDITIONS OF THIS AGREEMENT.