WEBROOT®

Subscription Agreement for Business

End User may acquire and use the Service only pursuant to the terms of a Quote, this Agreement, any document referenced in this Agreement (such as Webroot's Privacy Statement and Supplement, each identified below) and any Attachment to this Agreement (collectively, the "**Subscription Documents**"). The Subscription Documents constitute the entire agreement between End User and Webroot with respect to the Service and End User's use thereof. The Subscription Documents supersede all prior written and oral agreements between End User and Webroot regarding the Service and End User's use thereof. All defined terms in this Agreement have the meanings given to them in Attachment 1 or in the section in which such terms are first defined. Definitions denoting the singular have a comparable meaning when used in the plural, and vice versa.

If an individual is downloading, installing, or configuring the Service on behalf of End User, whether in such individual's capacity as an employee, independent contractor, or outsourced agent, such individual represents and warrants that he or she is at least 18 years old and has the full right, power, and authority to enter into this Agreement on behalf of End User, that this Agreement has been authorized by End User, and that this Agreement will constitute the legal, valid, and binding obligation of End User, enforceable against End User in accordance with its terms.

BY CLICKING "AGREE", OR OTHERWISE MANIFESTING ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE FIRST DATE ON WHICH ANY SUCH ACTION OCCURS, THE "**EFFECTIVE DATE**"), END USER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY IT. IF END USER DOES NOT AGREE, END USER IS NOT AUTHORIZED TO USE THE SERVICE.

1. **Orders; Acceptance.** End User may select the Service via a Quote provided by Webroot or a Reseller. Following receipt of a Quote, End User may submit a purchase order to Webroot or a Reseller. HOWEVER, ACCEPTANCE OF A QUOTE IS EXPRESSLY LIMITED TO AND CONDITIONED ON THE TERMS CONTAINED IN THE QUOTE, INCLUDING ANY REFERENCE TO THIS AGREEMENT THEREIN. WEBROOT OBJECTS TO ANY TERMS IN END USER'S ACCEPTANCE OR CONFIRMATION OF ANY QUOTE (INCLUDING ANY TERMS CONTAINED OR REFERENCED IN ANY PURCHASE ORDER) THAT ARE ADDITIONAL TO OR DIFFERENT FROM THE TERMS OF THE SUBSCRIPTION DOCUMENTS. ANY SUCH ADDITIONAL OR DIFFERENT TERMS, WHETHER RECEIVED PRIOR TO OR AFTER THE DATE OF A QUOTE, WILL BE DISREGARDED BY THE PARTIES UNLESS SUCH TERMS ARE SPECIFICALLY AGREED TO IN A WRITING SIGNED BY WEBROOT. THIS INCLUDES TERMS SET FORTH IN ANY CLICK-WRAP, CLICK-THROUGH, OR BROWSE-WRAP AGREEMENTS. IN THE EVENT OF A CONFLICT BETWEEN A QUOTE AND ANY OTHER SUBSCRIPTION DOCUMENTS, THE TERMS IN THE QUOTE WILL CONTROL.

2. **Modifications.** Webroot may modify this Agreement and any linked or referenced documents mentioned in this Agreement following notice to End User, which may be provided via in-product messaging or to the email address Webroot has on file for End User. By agreeing to the modified Agreement or using the Service after receiving notice of the modified Agreement, End User agrees to all of the modifications.

3. **The Service.** The particular Service ordered by End User will be identified on one or more Quotes. End User is only licensed to use the particular Service identified on such Quote and for which End User has received a valid license key from Webroot, including via a Reseller. End User acknowledges and agrees that its access to and use of the Service and 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. Specific terms and conditions applying to particular Services are set forth in Attachment 2 to this Agreement. If End User provides Managed Services as an MSP, the rights, conditions, and obligations set forth in Attachment 3 apply to End User's use of the Service.

4. **License to Software.** If the Service includes Software, the terms of this Section 4 will apply. For so long as End User complies with Sections 6, 7, and 14, Webroot hereby grants End User, during the Subscription Term, a non-exclusive, non-sublicensable, non-transferable license: (A) to reproduce and use the Software, in such quantities as are set forth on an applicable Quote, as necessary for End User's internal business purposes and solely as a component of the Service; and (B) to use and make a reasonable number of copies of the Service Documentation (if any is provided) as necessary to use the Service. For the avoidance of doubt, Webroot does not grant End User a right to modify, publicly display, publish, or distribute the Service Documentation. End User receives no rights to the Software other than those specifically granted in this Section 4.

5. **Right to Access.**

   5.1. **Right to Access Cloud Components.** For so long as End User complies with Sections 6, 7, and 14, End User may, during the Subscription Term, access and use the Cloud Components solely for End User's internal business purposes in accordance with the Subscription Documents and not for resale or to provide services to or on behalf of third parties.

5.2. **Webroot Console.** End User may be required to access a Service through Webroot's Console, which will allow End User to configure or interact with the Service. To use the Console, End User must create an account by registering certain information with Webroot, including an email address, phone number, and a password ("**Login Information**"). End User is solely responsible for any actions taken using its Login Information. End User must notify Webroot immediately upon discovery of any unauthorized use of its Login Information or unauthorized access to, or use of, its account. End User acknowledges that Webroot uses Login Information according to Section 12 (Information Collected by the Service).

6. **End User Requirements.** End User's use of the Service is dependent on the type of license purchased (*e.g.*, Devices, seats, Individuals, etc.), as identified in an applicable Quote, and as further described in Webroot's Licensing Definitions and Guidelines Supplement, which is currently 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 DEFINITIONS IN THE SUPPLEMENT CONTROL OVER ANY CONFLICTING DEFINITIONS PROVIDED TO END USER BY A DISTRIBUTOR OR RESELLER. End User must comply with all terms and restrictions set forth in a Quote, as supplemented by the Supplement.

7. **Conditions on Use.** As a condition to the rights granted in Sections 4 (License to Software) and 5 (Right to Access), End User must not, nor permit any Individual or third party to: (A) access or use the Service in a manner not permitted by the Subscription Documents; (B) circumvent any restrictions or mechanisms intended to limit use of the Service to a particular authorization, entitlement, or subscription; (C) modify or prepare derivative works of the Service; (D) except for the limited rights granted to MSPs under Attachment 3, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any portion of the Service to any third party, including in connection with any hosting, time-sharing, service bureau, software as a service, cloud, or other technology or service; (E) reverse engineer, disassemble, or decompile any software used to provide the Service, except to the extent permitted by law; (F) alter or remove any copyright, trademark, or proprietary notices, credits, or legends provided through the Service or on the Service Documentation; (G) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person or entity; (H) use the Service in violation of any applicable law, directive, regulation, or order; (I) input, upload, transmit, or otherwise provide to or through the Service, any information or materials that are injurious or contain, transmit, or activate any malicious or harmful code; (J) damage, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Service or Webroot's provision of services to any third party, in whole or in part; or (K) access or use the Service for purposes of competitive analysis of the Service, or for benchmarking or stress testing of the Service, or the development, provision, or use of a competing service or product. If End User is an MSP, the conditions set forth in Attachment 3 also apply to End User's use of the Service.

8. **End User Requirements.**

   a. The Service requires an active Internet connection in order for the Software to communicate with one or more of Webroot's hosted 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 End User does not have an active Internet connection. In addition, Mobile Software may not work if End User does 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. END USER IS SOLELY RESPONSIBLE FOR MAINTAINING ITS OWN INTERNET AND DATA CONNECTIONS AND SMS FUNCTIONALITY. END USER ACKNOWLEDGES THAT THE WEBROOT DATABASES AND OTHER COMPONENTS OF THE SERVICE THAT ARE ACCESSED OR USED THROUGH INTERNET CONNECTIONS OR VIA SMS FUNCTIONALITY MAY BE SUBJECT TO END USER'S INTERNET SERVICE PROVIDER'S AND TELEPHONE SERVICE PROVIDER'S FEES AND DOWNTIME FROM TIME TO TIME.

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

9. **Upgrades**. Any upgrades to the Services, including to the Software or Cloud Components, will be subject to the terms of the Subscription Documents or such other terms provided by Webroot to End User with such upgrades. Provided that the functionality of the Service is not substantially decreased during the Subscription Term, Webroot may at any time without notice discontinue or modify any characteristic of the Service.

10. **Equipment; Limited Warranty**. If Webroot provides Equipment to End User in connection with the Service, the terms of this Section 10 will apply.

10.1. Any price for the Equipment will be as set forth in the applicable Quote. Unless otherwise set forth in the Quote, delivery will be FOB Webroot's facility. Shipping and insurance charges will be as set forth in the Quote.

10.2. Unless otherwise set forth in the Quote, title to the Equipment will remain with Webroot, and End User must return the Equipment to Webroot following the expiration of the Subscription Term or the earlier termination of this Agreement.

10.3. Webroot warrants to End User that the Equipment, as delivered, will be free from defects in materials and workmanship for a period of one year from the date such Equipment is delivered to End User ("**Equipment Warranty Period**"), when used solely to access the Service in accordance with this Section 10. Webroot's sole liability and End User's exclusive remedy for Equipment that fails to conform to this limited warranty ("**Nonconforming Equipment**") is limited to repair or replacement of such Nonconforming Equipment, at Webroot's sole option. Return of Nonconforming Equipment must be made only according to Webroot's then-current return and return material authorization policies or practices. Webroot will pay for Webroot-required shipping and insurance for Nonconforming Equipment, subject to End User's compliance with such policies or practices. The warranty for the repaired or replaced Equipment is limited to the remaining duration of the original limited warranty for the Nonconforming Equipment. This limited warranty does not apply to any Equipment that is subjected to unusual physical or electrical stress, misuse, neglect, improper testing or storage, or repair by any party other than Webroot. The above warranty is for End User's benefit only, and is non-transferable.

10.4. In the event a warranty claim relating to the Service is made under Section 17 after the expiration of the Equipment Warranty Period, and the non-conformity is a result of a failure of the Equipment, then, as Webroot's sole obligation in relation thereto, Webroot will use commercially reasonable efforts to assist End User to acquire replacement Equipment at End User's expense. Webroot does not make any warranty as to the continued availability of replacement Equipment.

10.5. The Equipment may contain Third-Party Software or Open Source Software that is not part of the Service, but is required for the operation of the Equipment. End User, and not Webroot, is responsible for obtaining and complying with any third party licenses for such Third-Party Software or Open Source Software.

11. **Evaluation or Beta Versions**. If End User has signed up for evaluation or beta services, then the provisions of this Section 11 will apply and control over any other conflicting terms of this Agreement. If Webroot provides the Evaluation/Beta Service to End User, End User may access and use such Evaluation/Beta Service for internal use only in a non-production, testing-only environment during the Evaluation/Beta Period for purposes of internal testing and evaluation. When the Evaluation/Beta Period expires, End User's right to access and use the Evaluation/Beta Service expires and Webroot may disrupt or disable End User's authentication credentials and access to the Evaluation/Beta Service. If End User desires to use the Service after the Evaluation/Beta Period, End User must acquire the appropriate rights. END USER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION AND USE OF THE EVALUATION/BETA SERVICE. THE EVALUATION/BETA SERVICE MAY NOT BE COMPLETE OR FULLY FUNCTIONAL, AND WEBROOT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE EVALUATION/BETA SERVICE, WHICH IS MADE AVAILABLE TO END USER ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WEBROOT'S OBLIGATIONS IN SECTION 18 DO NOT APPLY TO THE EVALUATION/BETA SERVICE. WHERE LEGAL LIABILITY SURROUNDING THE EVALUATION/BETA SERVICE CANNOT BE EXCLUDED, BUT MAY BE LIMITED, THE AGGREGATE LIABILITY OF WEBROOT AND ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES WILL BE LIMITED TO THE SUM OF 50 UNITED STATES DOLLARS (OR THE THEN-CURRENT VALUE IN THE RELVANT LOCAL CURRENCY) IN TOTAL. Webroot does not guarantee that it will continue to make the Evaluation/Beta Service available under this Agreement or at all.

12. **Information Collected by the Service**.

12.1. **Privacy Statements.** The Service may collect certain Personal Data about End User's Individuals. Webroot will treat such Personal Data in accordance with its Privacy Statements available at https://www.webroot.com/us/en/legal/privacy (the "**Privacy Statements**"). Webroot may update the Privacy Statements pursuant to the terms set forth in such statements or by publishing the revised terms on its website and providing an email to End User regarding such publication.

12.2. **Transfer of Personal Data.** WEBROOT MAY TRANSFER END USER'S AND INDIVIDUALS' PERSONAL DATA TO ITS LOCATIONS IN THE UNITED STATES AND OTHER JURISDICTIONS. END USER AGREES AND CONSENTS TO SUCH TRANSFER AND PROCESSING, INCLUDING FOR LOGIN INFORMATION, AND ACKNOWLEDGES THAT IT IS NECESSARY FOR THE PERFORMANCE OF THIS AGREEMENT. PLEASE NOTE THAT END USER'S AND ITS INDIVIDUALS' PERSONAL DATA MAY NOT BE SUBJECT TO THE SAME CONTROLS AS THOSE OF END USER'S CURRENT LOCATION. END USER CONSENTS TO THE USES DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO HAVING ITS INDIVIDUALS' PERSONAL DATA TRANSFERRED TO AND PROCESSED IN THE UNITED STATES AND OTHER JURISDICTIONS. **END USER ACKNOWLEDGES THAT ITS CONSENT TO WEBROOT'S USE OF PERSONAL DATA IS FREELY GIVEN AND INFORMED**.

12.3. **Acknowledgement.** End User acknowledges that it is responsible for its Individuals and for ensuring that each of its Individuals provides freely given, specific, informed, and unambiguous consent to the processing of such Individual's Personal Data by Webroot.

13. **Ownership.** The Service is offered on a subscription basis, and not sold. Copies of Software (if any) created or transferred pursuant to this Agreement are licensed, not sold, and End User receives no title to or ownership of any copy of the Software itself. As between End User and Webroot, Webroot is and will remain the sole and exclusive owner of all right, title, and interest in and to the Service (including the Software and all other software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service) and Service Documentation, including all derivative works of each of the foregoing, and all Intellectual Property Rights to each of the foregoing. If End User provides any suggestions or feedback to Webroot regarding any aspect of the Service or Evaluation/Beta Service, End User hereby assigns all of its right, title, and interest in and to such suggestions or feedback without compensation by Webroot. End User acknowledges that Webroot has expended and will expend significant resources in gathering, assembling, and compiling Resultant Data, and that such data constitutes the valuable property of Webroot, including but not limited to as a compilation under U.S. copyright laws and as trade secrets under applicable trade secret laws. Webroot reserves all rights not expressly granted to End User in this Agreement.

14. **Fees and Payment.**

    14.1. **Fees.** End User is responsible for paying Webroot or a Reseller, as applicable, the Fees without setoff or deduction. Unless otherwise stated in writing, Webroot or a Reseller, as applicable, will invoice End User in advance for the Fees for the Subscription Term. All Fees are guaranteed and non-refundable. If End User's subscription to the Service renews, Webroot or a Reseller, as applicable, will, at or around the end of the then-current Subscription Term, invoice End User the Fees for the renewal Subscription Term. Webroot reserves the right to increase the Fees in its discretion prior to any renewal Subscription Term, provided that Webroot will notify End User of such increased Fees.

    14.2. **Payment.** If End User purchased its subscription from Webroot, then End User must pay Webroot the Fees within 30 days of the date of Webroot's invoice.

    14.3. **Records.** Upon Webroot's reasonable request, End User must allow Webroot and/or its agents or representatives to review End User's relevant records to ensure End User's compliance with the terms of this Agreement.

    14.4. **Taxes.** The Fees exclude any taxes. End User is responsible for payment of all taxes applicable to the Software and Service, including without limitation all federal, state, and local sales, use, excise, and value-added taxes, with the exception of those taxes based solely on Webroot's net income. End User will make all payments of Fees to Webroot free and clear of, and without reduction for, any withholding taxes. End User must reimburse Webroot for any interest or penalties assessed on Webroot as a result of End User's failure to pay taxes in accordance with this Section 14.4, and for all of Webroot's fees and costs incurred in enforcing this Section 14.4, including, without limitation, all attorneys' fees and court costs.

    14.5. **Interest.** All late payments will bear interest at the rate of 1.5% per month (or the maximum amount allowed by law, if less), calculated daily and compounded monthly. End User must reimburse Webroot for all of its fees and costs incurred in collecting any late payments, including, without limitation, all attorneys' fees and court costs.

15. **Term**. This Agreement begins on the Effective Date and continues for the Subscription Term.

    15.1. **No Renewal.** If a Quote does not provide for automatic renewals, then End User's subscription to the Service will expire at the end of the Subscription Term and all rights, licenses, and authorizations granted to End User under this Agreement will terminate.

    15.2. **Automatic Renewals.** If a Quote states that End User's subscription is subject to automatic renewals, then upon expiration of the initial Subscription Term, the subscription will automatically renew for the specified renewal Subscription Term at Webroot's then-current pricing, in accordance with the terms and conditions pertaining to automatic renewals presented to End User at the time it received such Quote. End User may elect not to renew its subscription pursuant to the terms of such Quote, or, if such Quote is silent on the matter, by providing Webroot notice of End User's intent not to renew at least 30 days prior to the next renewal Subscription Term. All renewals are subject to payment of the applicable Fees.

16. **Termination**.

    16.1. **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 End User's access to or use of all or any part of the Service,

without incurring any resulting obligation or liability, if: (A) 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; (B) End User refuses to accept the terms of any modified Agreement, despite receiving notice from Webroot of such modified Agreement; (C) any aspect of this Agreement is limited by law or third-party terms of service; (D) Webroot believes, in its reasonable discretion, that: (1) End User breached or failed to comply with any term of this Agreement, or accessed or used the Service beyond the scope of the rights granted to End User, or for a purpose not expressly authorized under the Subscription Documents; or (2) End User is, has been, or is likely to be involved in any fraudulent or unlawful activities, including DDOS attacks; or (E) this Agreement expires or is terminated. This Section 16.1 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 constitutes a breach. If Webroot terminates End User's access to or use of the Services pursuant to this Section 16.1(A) – (D), this Agreement will automatically terminate.

16.2. **Effect of Expiration or Termination.** On the expiration or earlier termination of this Agreement, all rights, licenses, and authorizations granted to End User will immediately terminate and End User must immediately: (A) stop using the Service; (B) delete the Software; and (C) if applicable, return the Equipment to Webroot, or, at Webroot's option, provide access to End User's equipment and premises for Webroot to remove such Equipment. In addition, all Fees that End User owes Webroot at termination, if any, will become due and payable to Webroot on the effective date of termination.

16.3. **Survival**. The following Sections survive termination: 7, the limitation of liability in 11, 12-14, 16, 19-22, and 26-28. When this Agreement terminates or does not renew, Webroot may, at any time beginning 45 days from the date of non-renewal or termination, delete (or render anonymous) Personal Data held by Webroot.

16.4. **End of Life.** Webroot's provision of the Service is subject to Webroot's End of Life policy, which is currently available at https://www5.nohold.net/Webroot/Loginr.aspx?pid=10&login=1&app=vw&solutionid=919.

17. **Limited Warranty and Disclaimer of Warranties**.

17.1. **Limited Service Warranty**. During the Warranty Period, Webroot warrants that the Service, when used as permitted in this Agreement, will operate substantially as described in the Service Documentation. Webroot's sole liability (and End User's exclusive remedy) for any breach of this warranty will be, in Webroot's sole discretion, to use commercially reasonable efforts: (A) to provide End User with an error-correction or work-around that corrects the reported non-conformity; (B) to replace the non-conforming features of the Service with conforming features; or (C) 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 Service that are attributable to the period of non-conformance. 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: (U) to any non-conformity caused in whole or in part by failure of Equipment, which will instead be governed by Section 10; (V) in any way to Third-Party Software, Open Source Software, or GeoIP Databases; (W) if the Service is not used in compliance with the terms of the Service Documentation or Subscription Documents; (X) if any modifications are made to the Service by End User or any third party, unless expressly permitted in the Service Documentation or otherwise approved in writing by Webroot; (Y) to defects due to accident, abuse, or improper use of the Service; or (Z) to the Evaluation/Beta Service.

17.2. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 17.1 AND SECTION 10.3, THE SERVICE, EQUIPMENT, AND SERVICE DOCUMENTATION ARE PROVIDED "AS IS" AND WEBROOT AND ITS LICENSORS AND SUPPLIERS 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. IN ADDITION, THE ALGORITHMS UNDERLYING AND CONSTITUTING THE BASIS FOR CERTAIN ASPECTS OF THE SERVICE ARE FREQUENTLY BEING UPDATED AND TRAINED AND WEBROOT DOES NOT WARRANT THAT SUCH ALGORITHMS ARE CORRECT OR COMPLETE. WEBROOT DOES NOT WARRANT THAT THE SERVICE, OR ACCESS THERETO, WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE, MEET END USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, NETWORKS, OR DATABASES. ALL OPEN SOURCE SOFTWARE AND OTHER THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS".

17.3. **Third-Party Platforms.** If End User accesses the Service via a third-party platform or app store, End User agrees that: (A) Webroot makes no representations or warranties regarding such platform or app store; (B) Webroot hereby disclaims all representations and warranties with regard to such platform or app store; and (C) as between Webroot and End User, End User is solely responsible for its compliance with the third party's terms and conditions, and Webroot takes no responsibility or liability for any breach by End User of any of those terms and conditions.

17.4. **Statutory Rights.** End User 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.

18. **Defense of Infringement Claims.**

18.1. **Defense**. Webroot will defend at its own expense any claim against End User brought by a third party to the extent that the claim alleges that the Service 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 Uniform Trade Secrets law, and Webroot will pay those costs and damages finally awarded against End User that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such claim.

18.2. **Conditions to Defense**. Webroot's obligations in Section 18.1 are conditioned on End User: (1) immediately 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.

18.3. **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 in its discretion: (1) appropriately modify the Service, or any feature or component associated with the Service, so that it or its applicable features or components become non-infringing, or substitute functionally equivalent subscription services to End User; (2) obtain a license to the applicable third-party intellectual property rights so that End User may continue to use the Service; or (3) terminate End User's subscription to the Service on written notice to End User and refund to End User that portion of the Fees pre-paid hereunder for the infringing portion of the Service, prorated for the remainder of the applicable Subscription Term.

18.4. **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 Service not in accordance with the Subscription Documents and Service Documentation; (2) any use of any release of the Service other than the most-current release made available to End User; (3) any modification of the Service by any person other than Webroot or its authorized agents or subcontractors; or (4) the use or combination of the Service with any third-party product or service.

18.5. **SOLE REMEDY**. THIS SECTION 18 SETS FORTH END USER'S SOLE REMEDY 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 END USER EXCEPT AS SET FORTH IN THIS SECTION 18.

19. **Limitation of Liability.**

19.1. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL WEBROOT AND ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) LOSS, INTERRUPTION, OR DELAY OF THE SERVICE; (D) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (E) COST OF REPLACEMENT GOODS OR SERVICES; OR (F) 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 HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

19.2. **CAP.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF WEBROOT AND ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES UNDER 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 TOTAL OF THE FEES PAID TO WEBROOT UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

20. **US Government End Users Only**. For US government end-users only, each of the Software and Service 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 Software and Service with only those rights set forth therein.

21. **Export**. The Service is subject to U.S. export control laws and regulations, and may be subject to foreign export or import laws or regulations. End User agrees to comply strictly with all such laws and regulations and not to use or transfer the Service (including any Software) for any use relating to nuclear, chemical, or biological weapons, or missile technology. End User shall indemnify and hold harmless Webroot and its licensors, directors, officers, employees, and representatives from all claims, damages, losses, and expenses (including attorneys' fees) arising from breach of this <u>Section 21</u>.

22. **High Risk Activity**. End User acknowledges that the Service is not intended for use with any high risk or strict liability activity, including, without limitation, air or space travel, technical building or structural design, power plant design or operation, or life support or emergency medical operations or uses, and Webroot makes no warranty regarding, and will have no liability arising from, any use of the Service in connection with any high risk or strict liability activity.

23. **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.

24. **Open Source Software and Third-Party Software**. The Software 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 ("**Open Source Software**") licenses. An English-language list of Open Source Software distributed by Webroot may be 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. End User acknowledges that End User's use of each Open Source Software component is subject to the open source license applicable to such 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 Open Source Software. With respect to data licensed by Webroot regarding geographic information and other data associated with an IP address ("**GeoIP Databases**"), End User acknowledges that the limitations and disclaimers set forth in this Agreement apply to such GeoIP Databases and that the licensor of such GeoIP Databases has no liability in connection with this Agreement or End User's use of the Service.

25. **Independent Contractors.** End User's relationship to Webroot is that of a customer, and neither party is an agent or partner of the other. End User does not and will not have, and will not represent to any third party that End User has, any authority to act on behalf of Webroot.

26. **Equitable Relief.** End User acknowledges that breach of one or more of its obligations under <u>Section 7</u> (Conditions on Use) will cause Webroot to suffer immediate and irreparable harm for which money damages would be an inadequate remedy. Therefore, End User agrees that if it breaches one or more of its obligations under <u>Section 7</u> (Conditions on Use), Webroot will be entitled to equitable relief as well as any additional relief that may be appropriate.

27. **Governing Law**. For any action relating to this Agreement, End User agrees to the following governing law and exclusive jurisdiction and venue, according to End User's location.

    27.1. **If End User is 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**. End User agrees 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 arising out of or relating to the Service or this Agreement.

    27.2. **If End User is located in Japan, this Agreement is governed by the laws of Japan without regard to its conflict of laws provisions**. End User agrees to personal jurisdiction by and exclusive venue in the Tokyo District Court with regard to any and all claims arising out of or relating to the Service or this Agreement.

    27.3. **If End User is 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**. End User agrees to personal jurisdiction by and exclusive venue in the courts sitting in Dublin, Ireland, with regard to any and all claims arising out of or relating to the Service or this Agreement.

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

28. **General**. End User acknowledges that any translation of the English language version of this Agreement provided by Webroot is provided for End User's convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any conflicts arising from translation. If any provision of this Agreement is held to be unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force and effect. Except as set forth in an Attachment, there are no third party beneficiaries to this Agreement. All of End User's notices required under this Agreement must be in writing and are considered effective: (A) 1 business day after End User sends an email to: (i) the email address for Webroot as listed on a Quote; and (ii) paralegal@webroot.com, each with proof of receipt; or (B) 5 days after mailing, when sent via certified mail, return receipt requested and postage prepaid to: 385 Interlocken Crescent, Suite 800, Broomfield, Colorado 80021, Attention: Legal Department. By providing End User's email address to Webroot or a Reseller, End User agrees to receive all required notices from Webroot electronically to that email address. Such notices are effective upon being sent to the email address. It is End User's responsibility to notify Webroot or the applicable Reseller of any change or update End User's email address. Notices are also effective upon publication to End User via in-product messaging or 5 days after mailing, when sent via certified mail, return receipt requested and postage prepaid to End User's address on a Quote. End User may not assign this Agreement without the prior written consent of Webroot, which will not be unreasonably withheld; provided, however, that End User may, following notice to Webroot, assign or transfer End User's rights or obligations hereunder to any successor to End User's business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. Webroot may assign this Agreement without End User's consent, although Webroot may notify End User of any assignment. No provision of this Agreement will be deemed waived unless the wavier is in writing and signed by Webroot. This Agreement applies to End User's connection to, evaluation of, and use of the Service but will be superseded to the extent its terms conflict with the terms of any mutually executed agreement between End User and Webroot concerning the Service.

1. **Defined Terms.**

   1.1. "**Agreement**" means this Subscription Agreement for Business between End User and Webroot.

   1.2. "**Attachment**" means one of the documents set forth as an attachment to this Agreement and "**Attachments**" (if applicable) means all such documents.

   1.3. "**Beneficiary**" means a third-party organization for whom MSP provides Managed Services in accordance with Attachment 3 for such organization's own internal business use.

   1.4. "**Cloud Components**" means those elements of a Service that are made available to End User over the Internet.

   1.5. "**Console**" means Webroot's online console or portal. The Console is a Cloud Component.

   1.6. "**Device**" means, as applicable, a personal computer, mobile device, or other device that is authorized to have the Software installed on it. The type of authorized Device may be identified in a Quote.

   1.7. "**End User**" means the entity identified on one or more Quotes that is receiving the Service.

   1.8. "**Equipment**" means computer hardware provided to End User solely for the purpose of allowing End User to access the Service.

   1.9. "**Evaluation/Beta Period**" means the period of time beginning on the Effective Date and ending 30 days thereafter (or longer if set forth in a separate writing by Webroot).

   1.10. "**Evaluation/Beta Service**" means the use of the Service as made available to End User on a trial basis. An Evaluation/Beta Service may be a new release of, or update to, an existing Service.

   1.11. "**Fees**" means those fees and charges set forth in a Quote or otherwise communicated to End User in writing for End User's use of the Service.

   1.12. "**Individual**" means a natural person that is one of End User's authorized employees or independent contractors, unless otherwise defined in Attachment 2 or as set forth in Attachment 3. An Individual may be identified in a Quote as a "User."

   1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

   1.14. "**Managed Services**" means the managed services provided by MSP to Beneficiaries through the authorized use of the Service.

   1.15. "**MSP**" means a managed service provider.

   1.16. "**Personal Data**" means any information relating to an identified or identifiable natural person that End User or its Individuals provide to Webroot as part of the Service; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

   1.17. "**Quote**" means any written order or quote, in electronic or paper form, provided to End User by or on behalf of Webroot (including via a Reseller), whether manually or electronically, that describes End User's subscription to the Service and the Fees owed in connection therewith.

   1.18. "**Reseller**" means a third party authorized by Webroot to resell or distribute the Service.

1.19.   "**Resultant Data**" means information or data that is derived by or through the Service from processing End User's data but is sufficiently distinct from End User's data (including Personal Data) so that such data cannot be reverse engineered from the Resultant Data alone. Resultant Data may include anonymized, aggregated, or de-identified data.

1.20.   "**Service**" means the service identified in one or more Quotes. Depending on the Service, the Service will consist of (A) Cloud Components; or (B) Software and Cloud Components.

1.21.   "**Service Documentation**" means the written or electronic user documentation pertaining to use of the Service or operation of any Software, if applicable, under this Agreement.

1.22.   "**Software**" means the applicable object-code software that must be downloaded and installed for purposes of using a Service. The term "**Software**" may include client software for an individual personal computer ("**Desktop Software**"), mobile device ("**Mobile Software**"), or network ("**Network Software**").

1.23.   "**Subscription Term**" means the period of time set forth on a Quote or the period of time otherwise communicated to End User in writing by or on behalf of Webroot wherein End User is licensed to access and use the Service pursuant to the terms of the Subscription Documents.

1.24.   "**Warranty Period**" means the period of time beginning on the Effective Date and ending 30 days following the Effective Date.

1.25.   "**Webroot**" means either Webroot Inc. (if End User is located in the United States or Canada), Webroot K.K. (if End User is located in Japan), or Webroot International Limited (if End User is located outside of the United States, Canada, and Japan).

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Attachment 2
Service Specific Terms

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1. **Additional Terms to Agreement.** If End User is using any of the following services, the provisions of this Attachment 2 apply to End User. To the extent of any conflict between the provisions of this Attachment 2 to the Agreement and the rest of the Agreement, the provisions in this Attachment 2 prevail. All defined terms in this Attachment 2 have the meanings given to them in Attachment 1 of the Agreement or in the section below in which such terms are first defined.

2. **Webroot Security Awareness Training.**

   2.1. **The Service.** The Webroot Security Awareness Training Service ("**WSAT Service**") allows End User to: (A) send simulated phishing emails and other content (collectively, "**Content**") to Individuals in order to test those Individuals on security issues; and (B) provide online security training to Individuals to strengthen their security awareness. The only Individuals permitted to use the WSAT Service are employees of End User. If one or more of End User's Individuals click on a simulated phishing link, End User must configure the appropriate response message to such Individuals.

   2.2. **Employees.** End User will be required to create an administrator account within the Console, from which End User may add additional email addresses of its Individuals for End User's simulated phishing campaign. To help ensure the foregoing, Webroot requires that End User: (A) perform a domain validation prior to using the WSAT Service; and (B) validate pre-approved email addresses, which will prove: (1) the administrator validating the domain actually has administrator rights to that domain; and (2) prevent public domains (*e.g.*, gmail.com, yahoo.com, hotmail.com) from being added. Example of pre-approved email addresses are: admin@domain.com, security@domain.com, webmaster@domain.com, and postmaster@domain.com. End User may distribute or make available Content, and offer training, to no more than the number of unique emails or seats set forth on End User's Quote.

   2.3. **REQUIREMENTS OF END USER.** END USER MAY SEND CONTENT ONLY: (A) FOR TRAINING PURPOSES; AND (B) TO DOMAINS OWNED BY OR UNDER THE CONTROL OF END USER. IF END USER IS AN MSP, END USER AGREES THAT EACH BENEFICIARY HAS CONSENTED TO RECEIVING CONTENT. END USER SHALL NOT USE THE WSAT SERVICE: (Y) IN ANY MANNER OR FOR ANY PURPOSE THAT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON OR ENTITY; OR (Z) IN VIOLATION OF ANY APPLICABLE LAW, REGULATION, OR ORDER, OR IN VIOLATION OF ANY PERSON'S OR ENTITY'S RIGHTS.

   2.4. **Indemnification.** End User shall 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 End User's breach of Section 2.3 of this Attachment 2 or its selection or distribution of any Content. End User shall reimburse Webroot or its affiliates for any Losses within a reasonable period of time following notice from Webroot regarding such Losses.

   2.5. **No Duty to Defend.** Webroot will not, and has no duty to, defend at its own expense any claim against End User brought by a third party if that claim relates to Content distributed by or made available by End User. End User acknowledges that it is solely responsible for all Content it distributes or makes available to Individuals via the WSAT Service and assumes all risk for distributing such Content. For the avoidance of doubt, Webroot's obligations under Section 18 of the Agreement do not apply to End User's selection or distribution of Content.

1. **Additional Terms to Agreement.** In order to qualify as an MSP, an End User must be in the business of providing Managed Services. If End User is using the Service as an MSP, the provisions of this Attachment 3 apply to End User. To the extent of any conflict between the provisions of this Attachment 3 to the Agreement and the rest of the Agreement, the provisions in this Attachment 3 prevail. End User is referred to as "MSP" under this Attachment 3.

2. **Defined Terms.** All defined terms in this Attachment 3 have the meanings given to them in Attachment 1 of the Agreement, this Section 2, or in the section in which such terms are first defined.

   2.1. "**Individual**" means, for purposes of this Attachment 3, a natural person that is one of Beneficiaries' employees or independent contractors.

   2.2. "**Personal Information**" means Personal Data provided to MSP by or at the direction of a Beneficiary, or to which access was provided to MSP by or at the direction of a Beneficiary.

   2.3. "**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.

3. **Non-Exclusive Rights.** For so long as MSP complies with Sections 6, 7, and 14 of the Agreement and Section 4 of this Attachment 3, Webroot hereby grants to MSP during the Subscription Term, in addition to the license rights set forth in the Agreement, the right to use the Service solely as a part of MSP's provision of Managed Services to Beneficiaries for such Beneficiaries' internal business use, including the display of the Service to potential Beneficiaries for promotional purposes.

4. **Conditions on Use.** In addition to the applicable conditions set forth in Sections 6, 7, and 14 of the Agreement, as a condition to MSP's use of the Service, MSP must not: (A) knowingly permit any Beneficiaries to take any action or to refrain from taking any action that would result in a breach any of the conditions in Section 7 of the Agreement; or (B) use the Service for the provision of any services, other than the Managed Services, for the benefit of any third party. MSP is liable to Webroot for the actions of its Beneficiaries to the same extent that MSP would have been had MSP taken such actions.

5. **Trademark License.** Subject to the terms and conditions of this Section 5, Webroot and MSP ("**Mark Licensor**") each grant to the other ("**Mark Licensee**") a non-exclusive, non-transferable, non-sublicensable, revocable license to use and reproduce its Marks solely in connection with marketing the Service or 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, MSP will not be entitled to incorporate "*Webroot*", "*BrightCloud*", "*Webroot SecureAnywhere*", "*Webroot Security Awareness Training*", "*Webroot DNS Protection*", or "*FlowScape*" into MSP's 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.

6. **Branding.** MSP will use the Marks provided to it by Webroot to identify the Service, the Managed Services, and in all materials used to market and promote the Managed Services in a manner acceptable to Webroot and subject to the limitations and requirements in this Agreement and any guidelines provided to MSP by Webroot. MSP will at all times conduct business in a manner that reflects favorably on the Service, the Managed Services, and the good name, goodwill, and reputation of Webroot.

7. **Publicity.** Webroot and MSP will communicate and cooperate with respect to advertising and publicity regarding this Agreement and their relationship, and each will obtain the written consent of the other before publishing or releasing any advertising or publicity, such consent not to be unreasonably withheld.

8. **Compliance with Laws; Personal Information.** MSP must at all times comply with all applicable laws and regulations in providing the Managed Services. MSP acknowledges that in the course of providing Managed Services, MSP may receive or have access to Personal Information. MSP must keep all Personal Information in strict confidence and comply with all applicable foreign, national, state, and local laws, regulations, and directives in MSP's collection, receipt, access, transmission, storage, disposal, use, and disclosure (collectively, "**Processing**") of such Personal Information and will be responsible for the Processing of Personal

Information under MSP's control or MSP's possession. Without limiting the foregoing, MSP agrees that MSP and MSP's Beneficiaries are solely responsible for ensuring that any Individual provides freely given, specific, informed and unambiguous consent to the Processing of such Individual's Personal Information by MSP as part of the Managed Services. To that end, MSP must provide, or cause MSP's Beneficiaries to provide, prominent and conspicuous privacy notices to all applicable Individuals that explain: (1) the precise categories of Personal Information MSP collects from Individuals as part of the Managed Services and what MSP does with such Personal Information; (2) the purposes for such collection of Personal Information; (3) whether such Personal Information will be disclosed to third parties; (4) how MSP secures and protects such Personal Information; and (5) MSP's retention policies with respect to such Personal Information. MSP must ensure that such privacy notices do not conflict with the Privacy Statements.

9. **Warranties Made By MSP.** MSP will not make or publish any representations, warranties, or guarantees concerning the Service that are inconsistent with any warranties made by Webroot in this Agreement.

10. **Indemnification Made By MSP.** MSP 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) MSP's unauthorized Processing of Personal Information; or (2) MSP's failure to comply with any of MSP's obligations in Sections 8 or 9 of this Attachment 3. MSP shall reimburse Webroot or its affiliates for any Losses within a reasonable period of time following notice from Webroot regarding such Losses.

11. **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 infringed that third party's United States trademark rights existing as of the Effective Date. 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.