



BRIGHTCLOUD THREAT INTELLIGENCE SERVICES FOR ENTERPRISE AGREEMENT

This BrightCloud Threat Intelligence Services for Enterprise Agreement (“**Agreement**”) applies to you, a user of the Delivery Software or BrightCloud Service, and constitutes a binding, legal agreement between Webroot and you, as an individual, or, if you are installing any Delivery Software or evaluating, using, or connecting to the BrightCloud Service as an employee, representative, or agent, the legal entity that employs you or that you represent or are acting on behalf of, as may be shown on an Order (“**You**” and, where the context permits, “**Your**”).

By connecting to the BrightCloud Service, clicking “I HAVE READ AND AGREE TO BE BOUND BY THE BRIGHTCLOUD THREAT INTELLIGENCE SERVICES FOR ENTERPRISE AGREEMENT”, or using the BrightCloud Service (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 unconditionally agree to the foregoing, You are not authorized or licensed to use the BrightCloud Service for any purpose and You must not connect to, evaluate, or use the BrightCloud Service or any Delivery Software.

You, the individual assenting to this Agreement, represent and warrant that you are at least 18 years old and have the full corporate right, power, and authority to enter into this Agreement on behalf of your employer or the legal entity you represent, that this Agreement has been duly authorized by your employer or the entity you represent or are acting on behalf of, and that this Agreement will constitute the legal, valid, and binding obligation of your employer or such entity, enforceable against your employer or such entity in accordance with its terms.

Webroot may modify this Agreement upon notice to You, which may be provided via the Delivery Software or Browser Interface. By agreeing to the modified Agreement or using the BrightCloud Service after notice, You agree to all of the modifications.

1. **Defined Terms.** All defined terms in this Agreement have the meanings given to them in this [Section 1](#) or in the section in which such terms are first defined.

- 1.1. “**Browser Interface**” means the GUI accessed by You through Your browser or through a third-party app or UI that interfaces with the BrightCloud Service and allows You to configure certain settings of the BrightCloud Service.
- 1.2. “**BrightCloud Service**” means Webroot’s hosted threat intelligence service that: (a) is offered on a subscription basis; (b) provides You with one or more Data Types depending on Your subscription; (c) may provide You with access to Contextual Data, depending on Your subscription; and (d) may be consumed via Delivery Software or a Device, all as may be set forth on an Order. In this Agreement, references to “**BrightCloud Service**” also includes any Upgrades.
- 1.3. “**Confidential Information**” means non-public information that is exchanged between You and Webroot, provided that such information: (a) is identified as confidential at the time of disclosure by the disclosing party (“**Discloser**”); or (b) is disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information (“**Recipient**”), except that in the case of Webroot, all non-public aspects of the Webroot Property are considered Confidential Information. Confidential Information does not include information that Recipient can demonstrate: (x) was rightfully known to Recipient without restriction on use or disclosure prior to such information being disclosed or made available to Recipient in connection with this Agreement; (y) was or becomes generally known by the public other than by Recipient’s or any of Recipient’s authorized agent’s noncompliance with this Agreement; or (z) was or is received by Recipient on a non-confidential basis from a third party that, to Recipient’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
- 1.4. “**Contextual Data**” means statistical and contextual information relating to one or more Data Types.
- 1.5. “**Data Type**” means a type or category of threat intelligence made available to You by Webroot based on Your particular subscription to the BrightCloud Service.
- 1.6. “**Delivery Software**” means a virtual machine, connector, plug-in, or platform, or an extension, API, or app, or any other computer program, process, or system, whether developed by or made available through Webroot, its licensors, or third parties, that is delivered or made available to You in the form provided by Webroot for purposes of connecting to the BrightCloud Service.
- 1.7. “**Device**” means one or more of Your electronic devices, appliances, or applications, whether physical or virtual, that can receive one or more Data Types from the BrightCloud Services.

- 1.8. **“Documentation”** means the written or electronic user documentation pertaining to use of the BrightCloud Service or operation of any Delivery Software, if applicable, under this Agreement.
- 1.9. **“Evaluation Period”** means the period of time beginning 30 days after the Effective Date (or longer if set forth in a separate writing signed by Webroot) that Webroot licenses or grants You the right to receive the Evaluation Services.
- 1.10. **“Evaluation Services”** means the installation of any Delivery Software and the connection to and use of the BrightCloud Service as made available to You on a trial basis.
- 1.11. **“Fees”** means those fees and charges set forth in any Order or otherwise communicated to You in writing for Your access to or use of the BrightCloud Service and, if applicable, the Delivery Software.
- 1.12. **“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.
- 1.13. **“Open Source Software”** means third-party software covered by an open source software license.
- 1.14. **“Order”** means any written order or quote, in electronic or paper form, provided to You by or on behalf of Webroot, whether manually or electronically, that describes Your subscription to the BrightCloud Service and the Fees owed in connection with Your subscription.
- 1.15. **“Professional Services”** means Webroot’s provision of certain Webroot Agents to assist with the installation and connection of certain Delivery Software subject to the terms and conditions set forth in the Webroot Professional Services Agreement, available at <http://www.webroot.com/us/en/company/about/service-terms-and-conditions/>.
- 1.16. **“Reseller”** means a third party authorized by Webroot to provide You with the BrightCloud Service.
- 1.17. **“Subscription Term”** means the amount of time, beginning on the Effective Date and continuing for the period set forth on an Order, that You are authorized to, as applicable, access or use the Delivery Software, and BrightCloud Service, subject to the terms of this Agreement.
- 1.18. **“Third-Party Software”** means third-party software covered by a commercial license other than this Agreement.
- 1.19. **“Visualization Tool”** means Webroot’s user interface tool that provides graphical representations of Contextual Data.
- 1.20. **“Warranty Period”** means the period of time beginning on the Effective Date and ending 30 days following the Effective Date.
- 1.21. **“Webroot”** means either Webroot Inc. (if You are located in the United States or Canada) or Webroot International Limited (if You are located outside of the United States and Canada).
- 1.22. **“Webroot Agent”** or **“Webroot Agents”** means those employees or contractors designated by Webroot to provide the Professional Services.
- 1.23. **“Webroot Environment”** means Webroot’s or its licensors’ computer systems and databases that store Webroot’s threat intelligence data, including the Contextual Data and Data Types.
- 1.24. **“Webroot Property”** means: (a) the BrightCloud Service, Delivery Software, Contextual Data, Data Types, Visualization Tool, Browser Interface, Documentation, and Webroot Environment; (b) any inventions, ideas, know-how, tangible materials, business methods, designs, specifications, components, source code, object code, data, databases, images, icons, protocols, processes, modules, logic, and algorithms developed, created, owned, or licensed by Webroot associated with each of the foregoing items identified in subsection (a); and (c) all Upgrades, modifications, enhancements, and derivative works of each of the foregoing items identified in subsections (a) and (b). For the avoidance of doubt, to the extent that Delivery Software consists of Third-Party Software or Open Source Software, such Delivery Software is the property of the third party copyright owner(s) of such software.
- 1.25. **“Upgrades”** means any updates or upgrades to the BrightCloud Service that You purchase or that are otherwise made available to You by Webroot.

- 1.26. **“Your Representatives”** means one or more of Your employees or authorized agents to whom You have provided access to any component or feature of the Delivery Software or BrightCloud Service for use on Your behalf and for Your benefit, subject to all the terms and conditions of this Agreement.
2. **Orders; Compliance.** You may receive the BrightCloud Service only pursuant to an Order provided to You by or on behalf of Webroot and accepted by You by connecting to the BrightCloud Service, clicking “I HAVE READ AND AGREE TO BE BOUND BY THE BRIGHTCLOUD THREAT INTELLIGENCE SERVICES FOR ENTERPRISE AGREEMENT” in connection with this Agreement, using the BrightCloud Service, or paying Fees. No provision of any purchase order or in any other business form employed by You will supersede the terms and conditions of this Agreement or any Order, and any such document issued by You will be for administrative purposes only and will have no legal effect on Webroot. The terms of this Agreement are incorporated into the terms of each Order. An Order may include provisions on Subscription Term or Delivery Software, the Data Types and Contextual Data for which You are licensed, the type and number of Devices for which You are licensed, and other usage restrictions. You agree to comply with all limitations and restrictions set forth in an Order and specifically agree only to query threat intelligence data for the Data Type, Contextual Data, Device, or other configuration for which You are licensed. The beginning of Your Subscription Term may be set forth on Your Order, but if it is not, the Subscription Term begins on the Effective Date. If there is no Subscription Term listed on Your Order, Your Subscription Term is limited to 1 year, beginning on the Effective Date.
3. **Non-Exclusive Rights.** To the extent set forth in an Order, Webroot hereby grants to You a non-exclusive, non-sublicensable, non-transferable, revocable right and license during the Subscription Term to: (a) permit Your Representatives to download, install, configure, and use the applicable Delivery Software for the sole purpose of accessing and using the BrightCloud Service pursuant to this Agreement and any Order; (b) access and use the Browser Interface and the BrightCloud Service, and one or more Data Types produced by the BrightCloud Service, but solely by Your Representatives for Your internal business purposes in accordance with this Agreement and any Order; (c) access and use Contextual Data and the Visualization Tool solely for Your internal business purposes of conducting threat research on certain Data Types; and (d) use and make a reasonable number of copies of the Documentation as necessary to use the BrightCloud Services. For the avoidance of doubt, Webroot does not grant You a right to modify, adapt, translate, publicly display, publish, create derivative works of, or distribute the Documentation. Notwithstanding any provision to the contrary in this [Section 3](#), if You are using the Evaluation Services, Your use is solely limited to internal testing and evaluation of the Delivery Software and the BrightCloud Service in a non-production environment during the Evaluation Period. You are responsible for the use of the BrightCloud Service by Your Representatives. The rights granted in this [Section 3](#) terminate when this Agreement expires or is terminated by Webroot as set forth herein.
4. **License Conditions.** You and Your Representatives may use the BrightCloud Service only during the Subscription Term in accordance with this Agreement, Your Order(s), and the Documentation. As a condition to the rights and licenses granted in [Section 3](#), You agree that You and Your Representatives must not, nor permit any third party to: (a) access or use the Browser Interface, Delivery Software, BrightCloud Service (or any feature thereof), or any Contextual Data or Data Type in a manner not specifically permitted by this Agreement, Your Order, or the Documentation; (b) circumvent any license restrictions or mechanisms intended to limit Your use of the BrightCloud Service to a particular subscription or use any automation software (bots), hacks, or other unauthorized third-party software to reverse engineer or ascertain the algorithms or logic underlying or constituting the BrightCloud Service and resulting Contextual Data or Data Types; (c) modify, correct, adapt, translate, enhance or otherwise prepare derivative works of or improvements to any portion of the Browser Interface, Delivery Software, BrightCloud Service, or any Contextual Data or Data Type; (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any portion of the Browser Interface, Delivery Software, BrightCloud Service, or any Contextual Data or Data Type to any third party other than Your Representatives, including in connection with any time-sharing, service bureau, software as a service, cloud, or other technology or service; except that, if and to the extent set forth in the Documentation, You may transfer and analyze Contextual Data and Data Types through certain Delivery Software for Your internal business purposes only; (e) reverse engineer, disassemble, or decompile any feature or portion of the Delivery Software or BrightCloud Service, or attempt to derive the source code of the Delivery Software or BrightCloud Service, except to the extent permitted by law or any Third-Party Software or Open Source Software within the Delivery Software; (f) misuse, damage, disrupt, or impair the Delivery Software or BrightCloud Service or interfere with any other party’s use of the Delivery Software or BrightCloud Service; (g) perform any performance or benchmarking evaluation of the Delivery Software or the BrightCloud Service, or publish or disclose any results produced by the foregoing, including any results pertaining to Contextual Data or a Data Type; (h) alter or remove any copyright, trademark, or proprietary notices, credits, or legends contained on or in the Browser Interface or Delivery Software or provided through the BrightCloud Service; (i) use any Contextual Data or Data Type, or any portion of the Delivery Software or BrightCloud 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; or (j) use any Contextual Data or Data Type, or any portion of the Delivery Software or BrightCloud Service, in violation of any applicable law, regulation, or order.
5. **Upgrades.** Upgrades are subject to the terms of this Agreement or other terms provided with the Upgrade. Notwithstanding the foregoing, if the functionality of the BrightCloud Service is not substantially decreased during the Subscription Term, Webroot may at any time without notice discontinue or modify any characteristics of the BrightCloud Service.

6. **Evaluation Versions.** Your use of the Evaluation Services is governed by this Agreement as modified by this Section.
 - 6.1. Webroot may or may not issue You an Order prior to performing the Evaluation Services. If Webroot does not issue an Order to You, Your use of the Evaluation Services begins on the Effective Date, continues only for the Evaluation Period, and is governed solely by this Agreement.
 - 6.2. You may access and use the Evaluation Services only in a non-production environment during the Evaluation Period for purposes of internally testing and evaluating the Delivery Software and the BrightCloud Service.
 - 6.3. When the Evaluation Period expires, Your license to use the Delivery Software and BrightCloud Service automatically expires and Webroot may refuse to provide You with any further Contextual Data or Data Type associated with the BrightCloud Service. In addition, Webroot may disrupt or disable Your Representatives' authentication credentials so that You are unable to access the BrightCloud Service. You agree not to access the Evaluation Services or any Contextual Data or Data Type following the expiration of the Evaluation Period.
 - 6.4. You agree to promptly and permanently delete or disable the Delivery Software and any copies thereof following the Evaluation Period or, following Webroot's request, to provide access to Your equipment and premises for Webroot to remove such Delivery Software.
 - 6.5. If You desire to continue using the BrightCloud Service beyond the Evaluation Period, You will need to acquire a license for the applicable Fees.
 - 6.6. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION AND USE OF THE EVALUATION SERVICES. THE EVALUATION SERVICES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL, AND WEBROOT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE EVALUATION SERVICES AND ANY PROFESSIONAL SERVICES RELATED TO THE EVALUATION SERVICES, EACH OF WHICH IS MADE AVAILABLE TO YOU 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. YOU HEREBY IRREVOCABLY RELEASE WEBROOT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ALL DAMAGES, COSTS, AND LIABILITIES ARISING FROM OR RELATING TO YOUR USE OR YOUR REPRESENTATIVES' USE OF THE EVALUATION SERVICES.
 - 6.7. Webroot does not guarantee that it will continue to make the Evaluation Services available under this Agreement or at all.
7. **Installation of any Delivery Software.** Depending on the type of BrightCloud Service You subscribe to, as may be shown on Your Order, Webroot may provide Professional Services to You at Your designated premises. You agree to: (a) cooperate with Webroot Agents in all matters relating to the Professional Services and provide such access and accommodation to Your premises as is required by Webroot to provide the Professional Services; (b) prior to the arrival of the Webroot Agents, secure all permits, approvals, and authorizations necessary for Webroot Agents to perform the Professional Services; (c) promptly respond to any request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Webroot Agents to perform the Professional Services; and (d) provide access to such of Your infrastructure and technology and information as Webroot Agents may reasonably request to carry out the Professional Services.
8. **Account Password and Security.** The BrightCloud Service and Browser Interface require authentication credentials or license keys (the "**Credentials**"). You are solely responsible for maintaining the confidentiality of Your Credentials, and the Credentials of Your Representatives, and are fully responsible for all use of such Credentials, whether by You, Your Representatives, or other third-parties. You agree to immediately notify Webroot if You become aware of any unauthorized use of Your Credentials, or Your Representatives' Credentials, or any other breach of security relating to Your account. You hereby release Webroot and its directors, officers, employees, and representatives, and will cause Your Representatives to release Webroot and such parties, from all liabilities, damages, losses, and costs incurred by You or Your Representatives arising from or relating to the unauthorized disclosure of the Credentials.
9. **Control of Infrastructure.**
 - 9.1. **Webroot.** As between You and Webroot, Webroot has and will retain sole control over the operation, provision, maintenance, corrections, repairs, and management of the Browser Interface, Delivery Services, and BrightCloud Services, including the location where any of the BrightCloud Services are performed or hosted, and all related support services.
 - 9.2. **You.** The Browser Interface, Delivery Software, and BrightCloud Service require an active Internet connection in order to function and communicate with the Webroot Environment. You are solely responsible for the functioning of Your network environment and Webroot is not responsible for Your network connections or for issues, conditions, or problems arising out

of or relating to Your network or Internet connections, including but not limited to, bandwidth issues, latency issues, network outages, or delays. You acknowledge that the Webroot Environment and other services that are accessed or used through Internet connections may be subject to Your internet service provider's downtime from time to time, and You hereby release Webroot and its directors, officers, employees, and representatives from any liabilities, damages, losses, and costs incurred by You arising from or relating to any of the foregoing.

10. Information Collected by the Delivery Software or BrightCloud Service.

10.1. **Collection.** The Delivery Software and/or BrightCloud Service may collect and send to the Webroot Environment one or more of the following:

- (a) potential security risks such as, without limitation, attempted intrusion events and URLs about websites that may be fraudulent or malicious ("**Attack Data**");
- (b) Your Device's IP address and approximate geographic location ("**Location Information**"); and
- (c) other details about Your Device or server, which may include, but are not limited to, Your Device's operating system, Your usage of the BrightCloud Service (*e.g.*, features used, session lengths, connection times, updates, upgrades), program files or file extracts (used for malware research and analysis), username of logged-in operating system user, registry keys, language, software report logs, running processes, temporary Internet files, Internet search history, applications using ports, active directory identifiers, and other data pertaining to the contents of Your custom folders and/or downloaded program files directory ("**System Information**," and collectively with Attack Data and Location Information, "**Your Data**").

10.2. **Use.** You hereby grant Webroot a perpetual and irrevocable license to copy, modify, and use Your Data to:

- (a) provide the BrightCloud Service and related services to You and Webroot's other customers;
- (b) improve the Webroot Environment and Webroot's other products and services; and
- (c) develop aggregate, non-customer identifiable statistics, which Webroot may use for research, publicity, marketing, promotional and other commercial purposes.

10.3. **Transfer.** **IN CONDUCTING THE FOREGOING ACTIVITIES, WEBROOT MAY TRANSFER YOUR DATA TO ITS LOCATIONS IN THE UNITED STATES AND OTHER JURISDICTIONS. BY AGREEING TO THIS AGREEMENT OR CONNECTING TO OR USING THE BRIGHTCLOUD SERVICE, YOU AGREE TO SUCH TRANSFER AND PROCESSING OF YOUR DATA, INCLUDING YOUR LOGIN INFORMATION, AND ACKNOWLEDGE THAT IT IS NECESSARY FOR THE PERFORMANCE OF THIS AGREEMENT. PLEASE NOTE THAT YOUR DATA MAY NOT BE SUBJECT TO THE SAME CONTROLS AS YOUR CURRENT LOCATION. YOU CONSENT TO THE USES DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO HAVING YOUR DATA TRANSFERRED TO AND PROCESSED IN THE UNITED STATES AND OTHER JURISDICTIONS.**

10.4. **Privacy Policy.** Webroot will comply with its Privacy Policy, available at <http://www.webroot.com/us/en/company/about/privacy/>, in its collection and use of Your Data. There may be specific instances where Webroot collects and uses Your Data, as described above, that are outside the scope of the Privacy Policy. In such circumstances, the provisions of this Agreement control over the provisions of the Privacy Policy.

11. **Confidential Information.** As a condition of being provided with Confidential Information, Recipient will, during any Subscription Term and perpetually following the expiration or termination of the Subscription Term, (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care Recipient uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (c) promptly notify Discloser in writing of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure. You may disclose Confidential Information of Webroot to Your Representatives but You remain responsible for their compliance with this Section 11. Recipient may disclose Confidential Information as required to comply with the binding orders of courts or governmental entities that have jurisdiction over it, except that Recipient must: (x) give Discloser reasonable written notice prior to any such disclosure in order to allow Discloser to seek a protective order or other appropriate remedy; (y) disclose only such Confidential Information as is required by the court or governmental entity; and (z) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.

12. **Ownership.** The Webroot Property is licensed, not sold, and You will not have or acquire any ownership interest in the Webroot Property. As between You and Webroot, Webroot is and will remain the sole and exclusive owner of all right, title, and interest in and to the Webroot Property, including all Intellectual Property Rights therein, subject only to the limited rights expressly granted to You under this Agreement. You hereby unconditionally and irrevocably assign to Webroot Your entire right, title, and interest in and to any Intellectual Property Rights that You may now or hereafter have in or relating to the Webroot Property (including any rights in derivative works or patent improvements), whether held or acquired by operation of law, contract, assignment, or otherwise. If You provide any suggestions or feedback to Webroot regarding any of the Webroot Property, You hereby assign all of Your right, title, and interest in and to such suggestions or feedback without compensation by Webroot and further agree that any such suggestions or feedback are Webroot's Confidential Information. Webroot reserves all rights not expressly granted to You in this Agreement.

13. **Support.** Webroot will provide web-based, telephone, and online self-help support for the BrightCloud Service during a Subscription Term in accordance with Webroot's standard support procedures or policies.

14. **Fees and Payment.**

14.1. **Fees.** You are responsible for paying Webroot or a Reseller the Fees in an Order without setoff or deduction. Unless otherwise stated in the Order, Webroot or a Reseller will invoice You in advance for the Subscription Term set forth on the Order. All Fees are guaranteed and non-refundable for the Subscription Term. If Your subscription to the BrightCloud Service renews as set forth in an Order, Webroot or a Reseller will, prior to the end of the then-current Subscription Term, invoice You the Fees for the renewal Subscription Term. Webroot reserves the right to increase its Fees in its discretion after each Subscription Term. Webroot will invoice monthly in arrears for any time and materials charges that are set forth on the Order, if any.

14.2. **Payment.** If You purchased Your subscription from Webroot, then You will pay Webroot the Fees within 30 days of the date of such purchase, unless otherwise set forth in an Order.

14.3. **Records.** You permit Webroot and/or its agents or representatives to review Your relevant records to ensure Your compliance with the terms of this Agreement.

14.4. **Taxes.** The Fees exclude any taxes. You will be responsible for payment of all taxes applicable to the Delivery Software and BrightCloud 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. You will make all payments of Fees to Webroot free and clear of, and without reduction for, any withholding taxes. You must reimburse Webroot for any interest or penalties assessed on Webroot as a result of Your failure to pay taxes in accordance with this [Section 14.4](#).

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. You must reimburse Webroot for all of its fees and costs incurred in collecting any late payments, including, without limitation, 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 Your Order does not provide for automatic renewals, then Your subscription to the BrightCloud Service will expire at the end of the Subscription Term and all rights, licenses, and authorizations granted to You under this Agreement will terminate subject to [Section 16.2](#).

15.2. **Automatic Renewals.** If Your Order states that Your subscription is subject to automatic renewals, then upon expiration of the initial Subscription Term, Your subscription to the BrightCloud Service will automatically renew for the specified renewal Subscription Term at Webroot's then-current pricing, all in accordance with the terms and conditions pertaining to automatic renewals presented to You at the time You purchased Your subscription or received Your Order. You may elect not to renew Your subscription pursuant to the terms of Your Order, or, if Your Order is silent on the matter, by providing Webroot notice of Your 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. **Termination for Cause.** Webroot may terminate this Agreement and deactivate Your access to the BrightCloud Service immediately: (a) if You breach any term of this Agreement; or (b) any aspect of this Agreement is limited by law or third-party terms of service. Your failure to pay Fees when due constitutes a material breach of this Agreement.

- 16.2. **Effect of Expiration or Termination.** On the expiration or earlier termination of this Agreement all rights, licenses, and authorizations granted to You will immediately terminate and You must immediately: (a) stop using the BrightCloud Service, Delivery Software, Browser Interface, Documentation, and any Contextual Data or Data Type; (b) permanently erase from all devices and systems You directly or indirectly control, all Confidential Information of Webroot, including any Confidential Information pertaining to the BrightCloud Service, Delivery Software, Browser Interface, and Documentation; and (c) return the Delivery Software to Webroot, or, at Webroot's option, provide access to Your equipment and premises for Webroot to remove such Delivery Software. In addition, all Fees that You owe Webroot at termination, if any, will become due and payable to Webroot on the effective date of termination.
- 16.3. **Survival.** Sections 1, 2, 4, 6.6, 8, 10-12, 14, 16, 17.3, 19, 20, 21, 24, and 26-28 will survive expiration or termination of this Agreement for any reason.

17. Limited Warranty and Disclaimer of Warranties.

- 17.1. **Limited Warranty.** During the Warranty Period, Webroot warrants that the BrightCloud Service, when used as permitted in this Agreement, will operate substantially as described in the 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: (a) to provide You with an error-correction or work-around that corrects the reported non-conformity; (b) to replace the non-conforming features of the BrightCloud 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 BrightCloud 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: (w) if the BrightCloud Service or Delivery Software are not used in compliance with the terms of this Agreement, any Order, and the Documentation; (x) if any modifications are made to the Delivery Software or BrightCloud Service by You or any third party, unless expressly permitted in the Documentation; (y) to defects due to accident, abuse, or improper use of the BrightCloud Service or Delivery Software; or (z) to Evaluation Services or other items provided on a free or evaluation basis.
- 17.2. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 17.1, THE BRIGHTCLOUD SERVICE, DELIVERY SOFTWARE, CONTEXTUAL DATA, DATA TYPES, BROWSER INTERFACE, DOCUMENTATION, AND PROFESSIONAL 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. WEBROOT DOES NOT AND CANNOT WARRANT THAT ANY CONTEXTUAL DATA OR ANY DATA TYPE IS COMPLETE, ACCURATE, OR CURRENT. IN ADDITION, THE COMPONENTS, ALGORITHMS, AND MACHINE LEARNING UNDERLYING AND CONSTITUTING THE BASIS FOR ANY CONTEXTUAL DATA OR ANY DATA TYPE ARE CONSTANTLY CHANGING AND WEBROOT DOES NOT WARRANT THAT ANY CLASSIFICATIONS ARE CORRECT OR COMPLETE. WEBROOT DOES NOT WARRANT THAT ACCESS TO THE BRIGHTCLOUD SERVICE WILL BE CONTINUOUS OR UNINTERRUPTED, MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, MATERIALS OR OTHER MATTER (INCLUDING ANY SOFTWARE, HARDWARE, FIRMWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE. ALL OPEN-SOURCE SOFTWARE AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY COPYRIGHT OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE SOFTWARE OR OTHER THIRD-PARTY MATERIALS.
- 17.3. **Third-Party Platforms.** If You access the BrightCloud Service via a third-party platform or app store, You agree 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 You, You are solely responsible for Your compliance with the third party's terms and conditions, and Webroot takes no responsibility or liability for any breach by You of any of those terms and conditions.
- 17.4. **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.

18. Indemnification.

- 18.1. **Obligation to Defend.** Webroot will defend or at its option settle a claim against You brought by a third party, and pay all finally awarded costs and damages against You that are specifically attributable to such claim or that Webroot

agrees to in a monetary settlement of such claim, to the extent that the claim asserts that the BrightCloud Service directly infringes or misappropriates that third party's U.S. patents, copyrights, or trade secrets.

- 18.2. **Conditions.** Webroot's obligations in this Section 18 are conditioned on You: (a) promptly notifying Webroot in writing of such claim after becoming aware of such claim; (b) giving Webroot sole control of the defense of the claim and any related settlement; and (c) 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 or may be due under this Section 18, or in the event that Webroot believes that such a claim is likely, Webroot may, at its option: (a) appropriately modify the BrightCloud Service, or any feature or component associated with the BrightCloud Service, so that it or its applicable features or components become non-infringing, or substitute functionally equivalent subscription services to You; (b) obtain a license to the applicable third-party intellectual property rights so that You may continue to use the BrightCloud Service; or (c) terminate Your subscription to the BrightCloud Service on written notice to You and refund to You that portion of the Fees pre-paid hereunder for the infringing portion of the BrightCloud Service, pro-rated for the remainder of the Subscription Term set forth on Your most recent Order.
- 18.4. **Limitations and Exclusions.** Webroot has no obligations under this Section 18 for any alleged infringement that arises from: (a) the combination, operation, or use of the Delivery Software or BrightCloud Service with products, services, information, technologies, or processes not furnished or approved by Webroot, when the combination causes the infringement; (b) modifications to the Delivery Software or BrightCloud Service not made or authorized by Webroot; or (c) use of the Delivery Software or the BrightCloud Service except in accordance with the Documentation, this Agreement, and an Order.
- 18.5. **Sole Remedy.** THIS SECTION 18 SETS FORTH YOUR SOLE REMEDIES AND WEBROOT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS SUBJECT TO DEFENSE OR INDEMNIFICATION OBLIGATIONS. WEBROOT HAS NO DEFENSE OR INDEMNIFICATION OBLIGATIONS TO YOU 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 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: (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 DELIVERY SOFTWARE OR BRIGHTCLOUD 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 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 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 TOTAL OF THE FEES PAID TO WEBROOT UNDER THIS AGREEMENT FOR THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
20. **US Government End Users Only.** For US government end users only, each of the Delivery Software and BrightCloud 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 Delivery Software and BrightCloud Service with only those rights set forth therein.
21. **Export.** The Delivery Software and BrightCloud Service 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 Delivery Software or BrightCloud Service for any use relating to nuclear, chemical, or biological weapons, or missile

technology. You will 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 [Section 21](#).

22. **High Risk Activity.** You acknowledge and agree that the BrightCloud 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 Delivery Software or BrightCloud 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 BrightCloud Service or Delivery Software may contain or be distributed with Open Source Software and Third-Party Software. If Third-Party Software is included the terms and conditions of this Agreement may not apply to such Third-Party Software. Information concerning the inclusion of the Open Source Software not covered by this Agreement, if any, and the notices, license terms, and disclaimers applicable to such software are contained in an HTML file or a .txt file in the root directory, and are available upon request from Webroot. Nothing in this Agreement restricts, limits, or otherwise affects any rights or obligations You may have, or conditions to which You may be subject, under any applicable open source licenses to any Open Source Software contained in the Delivery Software or BrightCloud Service.
25. **Relationship.** 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.
26. **Equitable Relief.** You acknowledge that breach by You of one or more of Your obligations under [Sections 4](#) (License Conditions) or [11](#) (Confidential Information) will cause Webroot to suffer immediate and irreparable harm for which money damages would be an inadequate remedy. Therefore, You agree that if You breach one or more of Your obligations under [Sections 4](#) (License Conditions) or [11](#) (Confidential Information), 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, You agree to the following governing law and exclusive jurisdiction and venue, according to Your location.
- 27.1. **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 You arising out of or relating to the BrightCloud Services or this Agreement.
- 27.2. **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 You arising out of or relating to the BrightCloud Services or this Agreement.
- 27.3. **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 You arising out of or relating to the BrightCloud Services 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.** You acknowledge and agree that any translation of the English language version of this Agreement provided by Webroot to You is provided for Your convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any contradiction arising from translation. If any provision of this Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. All of Your notices required under this Agreement must be in writing and are considered effective: (a) 1 business day after You send an email to: (i) the email address for Webroot as listed on Your Order or available to You through the Delivery Software or Browser Interface; and (ii) paralegal@webroot.com, each with proof of receipt; or (b) 5 days after mailing, when sent certified mail, return receipt requested and postage prepaid to: 385 Interlocken Crescent, Suite 800, Broomfield, Colorado 80021. By providing Your email address to Webroot or a Reseller, or logging into the Browser Interface, You agree to receive all required notices from Webroot electronically to that email address or via the Browser Interface. Such notices are effective upon being sent to the email address or being published on the Browser Interface. It is Your responsibility to change or update Your email address. You may not assign

this Agreement without the prior written consent of Webroot, which will not be unreasonably withheld; provided, however, that You may freely assign or transfer Your rights or obligations hereunder to any affiliate or any successor to Your 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 Your consent, although Webroot will use commercially reasonable efforts to notify You of any assignment. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by Webroot. This Agreement applies to Your connection to, evaluation of, and use of the Delivery Software and BrightCloud Service but will be superseded to the extent its terms conflict with the terms of any mutually executed agreement between You and Webroot concerning the Delivery Software and BrightCloud Service. This Agreement, including any Order and any terms pertaining to the Professional Services, sets forth the entire understanding and agreement between Webroot and You with regard to the subject matter herein and supersedes any prior oral or written agreements or understandings between You and Webroot with regard to the subject matter herein. This Agreement may only be modified or amended with Webroot's express written consent.