

## WEBROOT SERVICE AGREEMENT

This Webroot Service Agreement, together with any exhibits, (collectively, the "**Agreement**") is a legal contract between you ("**You**") and Webroot International Limited ("**Webroot**", "**We**", "**Us**"). By clicking "**Agree**", (the date on which this occurs, the "**Effective Date**"), You acknowledge that You have read this Agreement, and agree to be bound by it. If You do not agree, You are not authorized to use the Service for any purpose and You must not install the Software. You must enter into this Agreement in Your personal capacity and must only use the Service for purposes which are predominantly outside Your trade, business, or profession. You warrant that You will not use the Service for enterprise or business purposes.

1. **WEBROOT SERVICE.** The "**Service**" means, depending on the level of product selected by You, Webroot's AntiVirus solution consisting of: (a) Webroot client software ("**Software**") installed on one or more computers and/or mobile devices (each, a "**Device**"); and (b) certain services, features and/or functionality made available to You through Webroot's online portal or otherwise over the internet ("**Online Services**"). In this Agreement, references to "Software" also include: (a) any updates or upgrades that You purchase or that are otherwise made available to You by Webroot ("**Upgrades**"); and (b) any help documentation provided through the Software or Online Services ("**Documentation**").
2. **SOFTWARE.**
  - a. The Service includes both desktop consumer Software for Your personal computers ("**Desktop Software**") and mobile consumer Software for Your personal mobile devices ("**Mobile Software**"). Webroot and its resellers and distributors may offer the Desktop Software and Mobile Software individually or together, but You are licensed to use only the type(s) of Software for which You have paid the applicable Fees (not applicable for Free Mobile Software or Evaluation Software) and for which You have received a valid license key. Except where otherwise specified, all terms of this Agreement and all references to "Software" apply to both the Desktop Software and the Mobile Software.
  - b. Subject to all of the terms and conditions of this Agreement, Webroot hereby grants You the following non-exclusive (meaning We can also use it ourselves, and let others use it), non-transferable, non-sublicensable (meaning You cannot also authorize others to use it under this Agreement) rights during the Term:
    - (i) Desktop Software Users: may install and use the Desktop Software on Your personal computer(s), solely for Your own personal use; and
    - (ii) Mobile Software Users: may install and use the Mobile Software on Your mobile device(s), solely for Your own personal use.

- c. You agree that Your decision to purchase the Service was based solely on the functionality of the Service at time of purchase, and You were, and are, not relying on the delivery of any future functionality or features, nor upon any oral or written public comments made by Webroot with respect to future functionality or features.

### 3. RESTRICTIONS.

- a. You may use the Service only in accordance with this Agreement, the Documentation, and the purchase or order documentation presented when You obtained Your access to or upon installation of the Service ("**Order Documentation**"). The Order Documentation may include term, CPU, seat, user, copy, Device, field of use, or other restrictions, and You agree to comply with all restrictions in the Order Documentation.
  - b. As a condition to Your use of the Service, You must not: (i) reproduce, modify, create derivative works of, distribute, sublicense, or transfer the Service; (ii) use the Service for the benefit of any third party; (iii) circumvent mechanisms in the Service intended to limit Your use (including without limitation any license expiry or time-out mechanisms); or (iv) reverse engineer, disassemble, decompile, or translate the Software, or attempt to derive the source code of the Software or non-public APIs for the Online Services, except as permitted by law.
4. **FREE MOBILE SOFTWARE.** Webroot may make available a free version of the Mobile Software that has limited features ("**Free Mobile Software**"). The Free Mobile Software may not be complete or fully functional, and Webroot makes no express warranties whatsoever about the Free Mobile Software. Webroot does not guarantee that it will continue to make available the Free Mobile Software under this Agreement.
5. **EVALUATION VERSIONS.** Webroot may make available certain Software and Online Services on an evaluation basis ("**Evaluation Software**"). Your use of Evaluation Software is governed by this Agreement as modified by this Section 5. If You have licensed Evaluation Software, then Your license is limited to use during the evaluation period designated in the Order Documentation (or, if no period is designated, for 30 days from the Effective Date) (the "**Evaluation Period**"). In addition, the following specific provisions apply:
- a. Desktop Software Users: When the Evaluation Period expires, Your license to use the Desktop Software and the Online Services automatically expires and the Desktop Software's and/or Online Services' capabilities may become restricted. You agree to promptly delete the Desktop Software and all copies thereof. If You desire to continue to use the Desktop Software and Online Services beyond the Evaluation Period, You will need to acquire a license for the applicable Fee.
  - b. Mobile Software Users: When the Evaluation Period expires, the Mobile Software will revert to the Free Mobile Software version.

- c. Evaluation Software may not be complete or fully functional, as compared to certain Software and Online Services and Webroot makes no express warranties whatsoever about Evaluation Software. Webroot does not guarantee that it will make Evaluation Software available.
- 6. **UPGRADES.** Any Upgrades will be subject to the terms of this Agreement applicable to Software, or any other terms provided with the Upgrade.
- 7. **SUPPORT.** For the Desktop Software (including for Evaluation Software, until expiration of the Evaluation Period), Webroot will provide web-based, telephone and online self-help support. For the Mobile Software (including for Free Mobile Software and for Evaluation Software, until expiration of the Evaluation Period) Webroot will provide online self-help and forum support only. All support is provided only during the Term and in accordance with Webroot's standard support policies. All support is provided in the English language, and no other language support is available for any version of the Service. Webroot's standard support policies are available in the Webroot Portal and at <https://www.webroot.com/us/en/support/support-home>

## 8. **ONLINE SERVICES AND LOGIN INFORMATION.**

- a. The Online Services are for use in conjunction with the Software as part of the Service. Certain Online Services are accessible through Webroot's online portal at <https://my.webroot-anywhere.com/> or a successor website ("**Webroot Portal**"). Subject to all of the terms and conditions of this Agreement, Webroot hereby grants You a non-exclusive (meaning We can also use it ourselves, and let others use it), non-transferable, non-sublicensable (meaning You cannot also authorize others to use it under this Agreement) right during the Term to access and use the Online Services through the Webroot Portal, or other method chosen by Webroot, for Your own personal use in connection with the Desktop Software and/or Mobile Software (depending on which You have licensed).
- b. To use the Webroot Portal and certain other features of the Service, You must register Your email address, phone number and a password ("**Login Information**") with Webroot. Webroot has no liability to You where a third party accesses your Login Information where you provided that Login Information to that third party, or where that third party's use of Your Login Information occurs by Your action or inaction. You agree that Webroot may contact You about Your account and Webroot's products and services as described in such documents. Use of the Online Services and Webroot Portal may be subject to additional terms posted on the Webroot Portal. You agree that by using the Online Services and/or Webroot Portal You have read and agree to be bound by such additional terms.

## 9. **YOUR CONNECTION/THE WEBROOT DATABASES.**

- a. Each Device requires an active internet connection in order for the Software to communicate with one or more of Webroot's online 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 You do not have an active internet connection. In addition, certain features of the Mobile Software (e.g., lost device features, call/SMS blocking, and portal-side parental controls) may not work if You do not have SMS functionality.

- b. You are solely responsible for maintaining Your own internet and data connections and SMS functionality for any Device that You use with the Service, and Webroot takes no responsibility or liability for the foregoing. You acknowledge that the Webroot Databases and other services that are accessed or used through internet connections or via SMS functionality may be subject to Your internet service provider's fees and downtime from time to time.

10. **QUARANTINE, DELETION AND DISABLING FEATURES.** The Service includes (or may be upgraded to include) features that allow You to do the following:

- a. Automatically block and/or quarantine installation of software that You may not want on Your Device ("**Potentially Unwanted Software**"). This feature may block/quarantine software that is not Potentially Unwanted Software, or disable other software on the Device. You are solely responsible for ensuring that the use of the Service does not result in breaching licenses to such software;
- b. Erase or "wipe" all of Your Device's free hard drive space or all or portions of the content on Your Device, including without limitation any and all applications, photos, music, contacts and other content ("**Deleted Content**"). Using this feature permanently erases all the Deleted Content so that it cannot be recovered; and
- c. Mobile Software Users (in addition to the above): (i) Restore the mobile device to initial factory settings so that no content can be recovered; and (ii) disable some or all of the mobile device. Re-enabling the mobile device requires use of a password that Your mobile carrier and the mobile device manufacturer will not possess.

11. **PASSWORD MANAGEMENT.** This Section 11 applies only if Your license to the Service includes Password Management Features. If You are not sure what Your license includes, please see Your Order Documentation. Webroot's password management features ("**Password Management Features**") allow You to create a master password that unlocks all of Your saved sites and stored form information (including login credentials for third party websites and Your address, credit card number, and other sensitive information) in Your web browser ("**Saved Information**"). It is Your sole responsibility to create a strong master password and to maintain it securely. If a third-party gains access to Your master password, they could also gain access to Your Saved Information. If You lose Your master password, You cannot restore it, but You can reset it by following the instructions included in the Service.

12. **ONLINE DATA STORAGE, SYNCHRONIZATION & FILE SHARING.** This Section 12 applies only if Your license to the Service includes Storage Services. If You are not sure what Your license includes, please see Your Order Documentation. Webroot offers online data storage,

synchronization and file sharing services ("**Storage Services**"). For all digital content that You store, synchronize, share, or otherwise upload or provide in connection with the Storage Services ("**Submissions**"), You warrant that: (a) You have the right to provide the Submissions and that use of the Submissions with the Storage Services does not violate any third party rights or agreements; (b) You will not use the Storage Services to create, copy, store, transmit, share or distribute any images, sounds, messages or other material which are obscene, harassing, racist, malicious, fraudulent or libelous, contain nudity, or violate or infringe the rights of third parties; and (c) You will not use the Storage Services for any activity that may be considered unethical, immoral, or give rise to any actual or potential civil or criminal liability. You hereby grant Webroot and its licensors a worldwide, non-exclusive, perpetual, royalty-free license to use, copy, modify, transmit, cache, publish, display and distribute the Submissions solely to provide the Storage Services. You acknowledge and agree that Webroot and its licensors reserve the right to establish limits on the number of Submissions (or other messages, communications or data) and size of Submissions (or other messages communications or data) transmitted through the Storage Services.

13. **FEES.** You are responsible for paying Webroot, or the third party from which You obtained the Service, the fees and applicable taxes specified in the Order Documentation ("**Fees**") for the right to use the Service in the Initial Term and any Renewal Term(s) (as defined below).

14. **OWNERSHIP.** Webroot and its licensors have and retain all right, title and interest in the Webroot Database and Service, including without limitation the Software, the Online Services, the Webroot Portal and any materials made available through the Webroot Portal, and any modifications to or derivative works of any of the foregoing (including all intellectual property rights). Each copy of the Software, and use of the Online Services, is licensed, not sold, notwithstanding any use of "purchase," "sale," or similar terms.

15. **PRODUCT CHANGES.**

a. Provided that the functionality of the Service is not substantially decreased during the Term, Webroot may discontinue or modify any characteristics of the Service such as adding or removing features and functionalities, offering new services or discontinuing old ones.

b. Webroot may also make changes to the Service in the following circumstances:

(i) for technical reasons to maintain, fix, adjust or make improvements (e.g. improve performance);

(ii) to update or adapt to new technologies (e.g. compatibility with Devices);

(iii) to alter the structure, design or layout of the Service (e.g. changing the name, re-branding, amending, and/or improving the user experience);

(iv) changes in the law, or where We are otherwise legally required to do so; and

- (v) for security or safety reasons.
  - c. We will, where possible, give You reasonable advance notice before any changes made to the Services under this Section 15 take effect. Shorter notice may be provided if, for example, the changes are required to comply with security, legal or regulatory reasons (in which case We will notify You of the changes as soon as We can).
  - d. If We make changes to the Services in accordance with this Section 15 and these are changes which will negatively impact Your access to or use of the Service in more than a minor way, You have the right to terminate this Agreement or cancel Your Service. You will be able to terminate this Agreement or cancel Your Service (at no cost to You) within 30 days from the date of any notice We provide, or 30 days from when the change comes into effect, whichever is later. If You cancel in these circumstances, We will provide You with a refund for amounts You have pre-paid for Your Service but not yet received. If You do not terminate this Agreement or cancel Your Service within 30 days from the date of any notice We provide or 30 days from when the change comes into effect, whichever is later, We will take that as acceptance of the changes.
16. **TERM.** This Agreement will begin on the Effective Date and will continue for the initial term set forth in the Order Documentation (if no term is specified in the Order Documentation, the default initial term is one year) ("**Initial Term**"). After the Initial Term, if You purchased Your license to the Service online from Webroot (or if You renewed Your subscription online from Webroot) and provided a valid credit card number or an alternative payment method, Your license to the Service will, if You have chosen it to, automatically renew for the specified term(s) ("**Renewal Term(s)**") and together with the Initial Term, the "**Term**") in accordance with the terms and conditions pertaining to automatic renewal presented to You at the time of purchase.
17. **TERMINATION.** Webroot may terminate this Agreement immediately if: (a) You materially breach this Agreement; or (b) You breach any relevant laws in connection with Your access to or use of the Services; or (c) where required by law or to comply with regulatory requirements. The following provisions will survive termination: outstanding fee obligations, the license restrictions in Sections 3(b), the disclaimers in Section 9 (Your Connection/The Webroot Databases), the disclaimers in Sections 10 (Quarantine, Deletion and Disabling Features), 12 (Online Data Storage, Synchronization & File Sharing), and Sections 13 (Fees), 14 (Ownership), 17 (Termination), 19 (Warranty and Liability)), 20 (Authority), 21 (Export), 22 (Dispute Resolution), 23 (High Risk Activity), 24 (Force Majeure), 25 (Open Source Software), and 26 (General). When this Agreement terminates or does not renew, Webroot may uninstall its Software from Your Device, and Your data, including, but not limited to, scan data, Your Information, console data, and data stored in connection with Your use of the Password Management Features or Storage Services, may be deleted by Webroot, in its sole discretion, at any time after 45 days have elapsed from the date of non-renewal or termination.

## 18. REFUNDS / LIABILITY

- a. Desktop Software Users Only: If You are the original purchaser of the Service directly from Webroot and are not completely satisfied with it for any reason, please make no further use of the Service and go to <https://www.webroot.com/consumerservice/refund.php> for details on how to return the Software and request a refund of the money You paid for the Service within 70 days after Your purchase. Unless the Software is defective, You will be responsible for the cost, if any, of returning the Software to Webroot, including any applicable taxes.
- b. Cancellation Rights: You also have a right to cancel this Agreement with Us for the Service. If You purchased the license to the Service from a reseller and You wish to cancel from the contract with the reseller (e.g. in order to receive a refund, where applicable), please contact the reseller directly.

### **Right of withdrawal**

You have the right to cancel this Agreement within 14 days of the Effective Date without giving any reason (“**Cancellation Period**”). The Cancellation Period will expire after 14 days from the Effective Date.

To exercise the right of cancellation under Section 18b You must inform Us (Webroot International Limited, Building 2800 / 2900, Cork, Airport Business Park, Kinsale Road, CO., Cork, T12 E956, Ireland, [wr-customersales@opentext.com](mailto:wr-customersales@opentext.com)) of Your decision to cancel by an unequivocal statement (e.g. a letter sent by post or email). You may use the model withdrawal form set forth below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right of cancellation before the cancellation period has expired.

If You cancel this Agreement, We shall reimburse to You all payments received from You without undue delay and in any event not later than 14 days from the day on which We are informed about Your decision to cancel this Agreement. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

If You requested to begin the performance of services during the cancellation period, You shall pay Us an amount which is in proportion to what has been provided until You have communicated to Us Your cancellation of this Agreement, in comparison with the full Fees due under the Agreement.

### **Model withdrawal form**

*(complete and return this form only if You wish to withdraw from the contract).*

- To: Webroot International Limited, Building 2800 / 2900, Cork, Airport Business Park, Kinsale Road, CO., Cork, T12 E956, Ireland, [wr-customersales@opentext.com](mailto:wr-customersales@opentext.com)
- I/we(\*) hereby give notice that I/we(\*) withdraw from my/our(\*) contract of sale of the following goods(\*) /for the provision of the following service(\*),
- Ordered on(\*) /received on(\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) *Delete as appropriate.*

**19. WARRANTY AND LIABILITY.** There is no express warranty that the Service will be error free or that access will be continuous or uninterrupted. No anti-malware, security, or device location service can guarantee a 100% detection or success rate.

Webroot is responsible to You for foreseeable loss and damage caused by Us. If We fail to comply with this Agreement, We are responsible for loss or damage You suffer that is a foreseeable result of Webroot breaching this Agreement or Webroot failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us.

We do not exclude or limit in any way Webroot's liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Webroot's negligence or the negligence of Webroot's employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

**20. AUTHORITY.** This Agreement is intended to cover consumer use of the Service, not enterprise or business use. However, if You are using the Service on behalf of (or to facilitate the use of the Service by) a company of which You are an employee or agent ("**Company**"), You warrant that You have the full corporate right, power, and authority to enter into this Agreement on behalf of the Company, that this Agreement has been duly authorized by the Company, and that this Agreement will constitute the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms.

**21. EXPORT.** The Software is subject to U.S. export control laws and regulations, and may be subject to foreign export or import laws or regulations. You agree not to use or transfer the

Software for any use relating to nuclear, chemical, or biological weapons, or missile technology. You warrant that: (a) You are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S. Government list of prohibited or restricted parties.

22. **DISPUTE RESOLUTION.** This Agreement is governed by the laws of the country where You reside, and You may bring a claim against Us in the courts of that country.
23. **HIGH RISK ACTIVITY.** You acknowledge and agree 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 any use of the Software in connection with any high risk or strict liability activity.
24. **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement 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.
25. **OPEN SOURCE SOFTWARE.** The Service may contain or be provided with components subject to the terms and conditions of third party "open source" software licenses ("**Open Source Software**"). Open Source Software may be identified in the Documentation or via a link to Webroot's website, or Webroot will provide a list of the Open Source Software for a current version of the Software to You within a reasonable period of time following Your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software itself, including, without limitation, any provisions governing access to source code, modification or reverse engineering. You acknowledge that Your use of each open source component is subject to the open source license applicable to each open source component.
26. **GENERAL.**
  - a. The English language version of this Agreement may be viewed at <https://www.webroot.com/us/en/legal/service-terms-and-conditions>.
  - b. 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.
  - c. Webroot may provide You with notice of matters relating to this Agreement via (as applicable): (a) in-product messaging; (b) email to Your email address on file with Webroot, or (c) the Webroot Portal.

- d. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by Webroot.
- e. You may not transfer this Agreement or any rights under it to anyone else. Webroot may freely transfer its rights under this Agreement, as long as it does not negatively impact on Your rights or obligations, including without limitation to any affiliate or any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise.

**27. CHANGES TO THIS AGREEMENT.**

- a. This Agreement may be updated from time to time by Webroot for the following reasons:
  - (i) to improve this Agreement, to make this Agreement clearer or easier to understand;
  - (ii) to comply with legal or regulatory requirements, such as mandatory laws that apply to Us and Webroot's contract with You, or where We are subject to a court order or judgment;
  - (iii) to provide You with additional information about the Service;
  - (iv) where We make changes to the Service, including where We change the way We structure it or expand the scope of it by adding additional features, or functionality;
  - (v) where We reorganize the way We run Webroot's business, including merging with another brand or service; or
  - (vi) for security reasons, including where We introduce additional security checks or software to protect the Service.
- b. We provide the Service on an ongoing basis and We cannot foresee what may change in the future. This means We may make changes or additions to this Agreement for reasons other than those set out in Section 27a, provided that the amendments are reasonable.
- c. We will, where possible, give You at least 30 days advance notice and give You the opportunity to read the changes to this Agreement before the changes under this Section 27 take effect. Shorter notice may be provided if, for example, changes to this Agreement are required to reflect a sudden change to the Service, or to comply with security, legal or regulatory reasons (in which case We will notify You of the changes as soon as We can).
- d. If You do not agree to the changes made to this Agreement in accordance with this Section 27, You may cancel the Service and/or reject the new terms in accordance with the steps set out in our notice to You. If You refuse to accept the new terms before the changes are due to take effect, the version of this Agreement previously accepted will continue to apply to Your use of the Service during the Term.

