MANAGED SERVICES PROVIDER AGREEMENT

Read this Managed Services Provider Agreement (the "Agreement") before registering as a managed services provider with Malwarebytes. If you do not or cannot agree to these, then do not register as a managed service provider with Malwarebytes. By registering with Malwarebytes, you (as "MSP" and as a representative authorized to bind the managed services provider entity) consent and agree, on behalf of yourself and the MSP entity, to be bound by this Agreement. Further, MSP represents that it is a sophisticated entity, that it has read and understands this Agreement and has had sufficient opportunity to consult with counsel, prior to agreeing to these terms and submitting its registration. If MSP has any questions or concerns, or desires to suggest any modifications to this Agreement, please contact the local Malwarebytes sales representative to be referred to Malwarebytes Legal.

The parties to this Agreement are MSP and Malwarebytes. "Malwarebytes" means: (a) If MSP is acquiring Malwarebytes software in the United States or Canada ("North American MSP"), Malwarebytes Inc. a Delaware Corporation, located at 3979 Freedom Circle 12th Floor, Santa Clara, CA 95054; and (b) If MSP is acquiring Malwarebytes software in any other country ("International MSP"), Malwarebytes Limited, a company incorporated in Ireland, located at 2nd Floor, One Albert Quay, Cork, Ireland T12 X8N6. The effective date of this Agreement shall commence upon MSP's acceptance of this Agreement and completion of the MSP Program registration process. Upon Malwarebytes's acceptance of MSP's registration, MSP will be appointed a nonexclusive marketer and provider of Malwarebytes managed services provider products, in the territory specified by Malwarebytes ("Territory") in the Malwarebytes online MSP portal ("MSP Portal").

The parties agree as follows:

1.   SCOPE.

MSP is in the business of providing managed computer services (the "MSP Services"). Malwarebytes and MSP desire that Malwarebytes appoint MSP as an authorized Malwarebytes managed services provider to enable MSP to provide to its customers certain Malwarebytes software products, as stand-alone services or bundled with MSP's other MSP Services, subject to and in accordance with the terms and conditions of this Agreement. "Customer" means a customer of MSP for whom MSP uses the Software as part of the MSP Services.

2.   LICENSE.

2.1   Grant of License. Subject to MSP's compliance with the terms and conditions of this Agreement, Malwarebytes grants to MSP a non-exclusive, non-transferable license: (i) to use the Software, solely for the purpose of (a) provisioning the Software on a stand-alone basis as MSP Services or bundling the Software with the MSP's existing MSP Services, (b) demonstrating and marketing the Software to potential Customers in Territory, (including through the usage of trials as described in Section 2.7) and (c) providing training and maintenance and support services to Customers in the Territory; (ii) to distribute and sublicense the Software as part of an MSP Services, whether on a stand-alone basis or bundled with other MSP Services, to its Customers in the Territory; and (iii) to reproduce the Software, solely as necessary to exercise the license rights granted in the preceding sub-clauses (i) and (ii). "Software" means Malwarebytes' computer software products, in executable code form, or the "Software-as-a-Service" delivery services ("SaaS Services") that may be used to provide access to such software, as specified in the MSP Portal, and related documentation and license key information, including any error corrections and updates that Malwarebytes provides to MSP under this Agreement. Malwarebytes licenses the Software to Customers pursuant to its end user license agreement as found at www.malwarebytes.com/eula ("EULA"). Malwarebytes is an intended third-party beneficiary to the EULA and as such may assert any applicable rights set forth therein as may be necessary to protect its Intellectual Property Rights (as defined in Section 8.1, below) or other confidential or proprietary material the MSP has provided to Customer in connection

with the provision of MSP Services. MSP will promptly notify Malwarebytes of any breach of the Malwarebytes EULA and will assist Malwarebytes to enforce its terms and conditions.

2.2   License Restrictions. Except as expressly set forth in Section 2.1, MSP may not resell, distribute, sublicense, or otherwise transfer the Software unless MSP and Malwarebytes have entered into a separate reseller or distributor agreement. MSP acknowledges that the Software contains trade secrets of Malwarebytes and its licensors, and, in order to protect such trade secrets and other interests that Malwarebytes and its licensors may have in the Software, MSP agrees not to disassemble, decompile or reverse engineer the Software, or permit any third party to do so, except, and solely to the extent, if any, that applicable local law requires that such activities be permitted. Except as expressly authorized by this Agreement, MSP will not: (i) copy or reproduce the Software, in whole or in part; (ii) modify the Software; or (iii) provide the Software or make its functionality available to third parties as an application services provider or service bureau, or by hosting, time sharing or providing any other type of services.

2.3   Limited Rights. MSP's rights in the Software are limited to those expressly granted in Section 2.1. Malwarebytes reserves all other rights, title and interest in and to the Software not expressly granted to MSP under this Agreement.

2.4   Orders and Delivery of Software. North American MSP orders for Software must be placed with Malwarebytes Inc. International MSP orders for Software must be placed directly with Malwarebytes Limited authorized MSP distributors ("Distributors"). Any and all terms and conditions, including, but not limited to, payment, shipping and ordering information pertaining to such International MSP orders, will be pursuant to separate agreement(s) between MSP and such Distributor(s). Malwarebytes will make the Software available to MSP within a reasonable time following execution of this Agreement.

2.5   SaaS Delivery. Malwarebytes shall use commercially reasonable efforts to make such SaaS Services available to MSP, subject to downtime for scheduled or emergency maintenance. MSP may only use the SaaS Services in furtherance of this Agreement.

2.6   Lifecycle Policy. MSP's usage of the Software shall be subject to Malwarebytes' Lifecycle policy as further described here https://www.malwarebytes.com/support/lifecycle/

2.7   Customer Trials. MSP shall be allowed to offer trials of the Software to Customers, provided that the trials do not exceed 15 days term lengths and each Software trial shall only be made available one time per Customer.

2.8   Bundling Software into MSP Services. If MSP wishes to offer the Software as part of its other MSP Services and not on a stand-alone basis, then MSP shall provide Malwarebytes with a preview of its intended bundled offering for review and approval before proceeding with offering such MSP Services to Customers. Malwarebytes shall not be responsible for any expenses that MSP incurs in preparing such preview bundled offering for Malwarebytes review.

3.   MSP OBLIGATIONS.

3.1   Business Practices. MSP will: (i) conduct business in a manner that reflects favorably at all times on the Software and the good name, goodwill and reputation of Malwarebytes; (ii) make no false or misleading representations with regard to Malwarebytes or the Software; and (iii) make no representations, warranties or guarantees with respect to the specifications, features or functionality of the Software that are inconsistent with the literature distributed by Malwarebytes.

3.2   Marketing. MSP will actively market and promote the Software, as part of MSP Valued-Added Services, to Customers in the Territory.

3.3   Customer Agreements. MSP will be solely responsible for providing its products and services to its customers. Malwarebytes will have no liability to any Customer with respect to MSP's use of the Software whether such use is on such Customer's behalf or otherwise. Without limiting the foregoing, MSP may not distribute the Software to any Customer unless MSP has entered into a written agreement with such Customer that contains, at a minimum, terms and conditions substantially similar to the following: (i) MSP or its licensors retain all of their Intellectual Property Rights in the MSP Valued-Added Services (including the Software), and no title to such Intellectual Property Rights are transferred to the Customer; (ii) the Customer agrees not to reverse assemble, reverse engineer, reverse compile, or otherwise translate any portion of the Software; and (iii) that otherwise contains terms that are equally protective of Malwarebytes' rights in the Software as those contained in this Agreement. MSP will use its best efforts to enforce the terms of each such Customer agreement.

4.   MAINTENANCE AND SUPPORT

4.1   MSP Support of Customers.   MSP will provide Customers with direct first-level maintenance and support services for the Software, in accordance with the applicable terms specified in Exhibit A. Except as expressly specified in this Agreement or as otherwise agreed to in writing by the parties, Malwarebytes will have no obligation to provide maintenance or support services to Customers.

4.2   Malwarebytes Support of MSP.   Malwarebytes will provide MSP with second-level maintenance and support services for the Software, in accordance with the applicable terms specified in Exhibit A. Malwarebytes is not obligated to provide any maintenance and support services beyond those set forth in Exhibit B, and any such additional maintenance and support services may be subject to the payment of separate support fees (at Malwarebytes' discretion).

4.3   Contacts. Each party will designate one or more technical contacts as set forth in Exhibit A, who will be the other party's primary contact for all technical matters relating this Agreement, and a business contact, who will be the other party's primary contact for all other day-to-day matters arising under this Agreement.

5.   RECORDS AND REPORTING.

5.1   Records; Audit. During the term of this Agreement and for a period of three years thereafter, MSP will maintain complete and accurate books and records regarding MSP's use of the Software. During such period, Malwarebytes will have the right to inspect and audit such books and records for the purpose of confirming MSP's compliance with the terms of this Agreement, including its payment obligations. Any such inspection and audit will be conducted during regular business hours and in a manner that minimizes interference with MSP's normal business activities.   If such an inspection and audit reveals an underpayment of any amounts payable to Malwarebytes or Distributors, as applicable, then MSP will promptly remit the full amount of such underpayment to Malwarebytes or the applicable Distributor, including interest calculated in accordance with the terms of Section 6.4. If the underpaid amount exceeds 5% of the amounts payable to Malwarebytes or Distributors, as applicable, for the period audited, then MSP will also pay Malwarebytes' reasonable costs of conducting the inspection and audit.

5.2   Reporting.

5.2.1. North American MSPs. For North American MSPs, MSP understands and agrees that the Software includes automated reporting functionality that will allow Malwarebytes to have visibility to usage and licensing of the Software and use such reporting for invoicing MSP whether directly or by Distributor, as applicable. Malwarebytes shall endeavor to use such automated reporting for invoicing, however, Malwarebytes reserves the right to request MSP to submit usage and licensing reports if it has a reasonable belief that the automated reporting is not accurate or technical issues prevent or degrade the automated reporting functionality. Within 15 days of Malwarebytes' request, MSP shall submit such reports to

Malwarebytes that include reasonable licensing and usage details as determined by Malwarebytes that can be used to support the invoicing of fees.

5.2.2. Internationl MSPs. For International MSPs, MSP understands and agrees that the Software includes automated reporting functionality that will allow Malwarebytes to have visibility to usage and licensing of the Software and use such reporting for invoicing MSP whether directly or by Distributor, as applicable. Malwarebytes shall endeavor to use such automated reporting for invoicing, however, Malwarebytes reserves the right to request MSP to submit monthly usage and licensing reports as described in Exhibit B.

6.   PAYMENTS.
Payment terms and conditions, including price, depends on whether MSP is a North American MSP or International MSP.

6.1   North American MSPs. The following terms are applicable for North American MSPs only:

6.1.1. Fees. Malwarebytes offers two pricing models: term-based and usage-based. The Software is priced differently for each model and MSP may only elect one of the pricing models. For the Software used by MSP pursuant to Section 2.1, MSP will pay to Malwarebytes the fees specified in the MSP Portal in accordance with the Payment Terms.

6.1.2   Payment Terms. MSP will pay Malwarebytes all amounts due under this Agreement in U.S. currency, free of any currency controls or other restrictions, in accordance with the pricing model chosen.

6.1.2.1 Term-based Model (Monthly Billing). MSP agrees to pay the applicable subscription fees for the amount of term-based Device (as defined in the EULA) licenses, as designated in the MSP Portal for North American MSPs, and as determined between the applicable Distributor and MSP for International MSPs. After purchasing such term-based Device licenses, MSP shall be granted access to the purchased number of Devices licenses which it can allocate and reallocate to its Customers as it sees fit (i.e. floating license). Term-based fees are invoiced on a monthly basis at the beginning of each term month and MSP shall pay Malwarebytes or the Distributor, as applicable, the applicable fees within 30 days of the invoice date. For example, if MSP purchases a 12-month subscription for 5,000 licenses at $60,000 USD, then at the beginning of each subscription month MSP shall be invoiced $5,000 USD and pay such amount within 30 days. For the avoidance of doubt, if MSP does not use all of its licenses or does not wish to use the Software through the purchased subscription term, MSP is still obligated to fulfill its payment obligations.

6.1.2.2 Usage Model. MSP agrees to pay the applicable monthly usage fees, as designated in the MSP Portal, per Device for all Customer Devices that the Software has been made available at any time during that month. Malwarebytes shall invoice MSP the applicable fees at the end of each calendar month and MSP shall pay such fees within 30 days from the date of invoice. For example, if the Software has been installed on 5,000 Devices in month one and in month two only 2,000 of those Devices actively use the Software, however, the Software remains installed on the remaining 3,000 Devices for at least one day of that month, then in both month one and month two, MSP shall pay the applicable monthly fees for all 5,000 Devices.

MSP acknowledges that as a condition for electing to use the usage model, the minimum license Device quantity that Malwarebytes makes available for licensing the Software is 25 Devices per month. Accordingly, if MSP makes the Software available to less than 25 Devices in a calendar month, then MSP's payment obligations for such month shall still require the payment of monthly usage fees for 25 Devices.

6.1.3   Taxes. All amounts payable by MSP under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. MSP will be responsible for, and will promptly pay, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes) associated with this Agreement or MSP's receipt or use of the Software, except

for taxes based on Malwarebytes' net income. If Malwarebytes is required to collect, or pays on MSP's behalf, any taxes or duties for which MSP is responsible, MSP will pay or reimburse Malwarebytes, as the case may be, for all such amounts. If MSP pays any withholding taxes based on the payments made by MSP to Malwarebytes hereunder, MSP will furnish Malwarebytes with written documentation of all such tax payments, including receipts and other customary documentation.

6.1.4   Interest. All amounts not paid when due will accrue interest (without the requirement of a notice) at the lower of 1.5% per month or the highest rate permissible by law until the unpaid amounts are paid in full. MSP will promptly reimburse Malwarebytes for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Malwarebytes in connection with collecting any overdue amounts.

6.2.   International MSPs. The following terms are applicable for International MSPs only:

6.2.1. Fees and Payment Terms. Malwarebytes offers two pricing models: term-based and usage-based. The Software is priced differently for each model and MSP may only elect one of the pricing models. For Software used by MSP pursuant to Section 2.1., MSP shall pay the applicable Distributor in accordance with the licensing model described in Section 6.2.2. and 6.2.3, however, payment terms and conditions, including pricing, discounts, invoicing, and late payment penalties shall be determined between MSP and the applicable Distributor.

6.2.2.   Term-based Model (Monthly Billing). MSP agrees to pay the applicable subscription fees for the amount of term-based Device (as defined in the EULA) licenses, as determined between the applicable Distributor and MSP. After purchasing such term-based Device licenses, MSP shall be granted access to the purchased number of Devices licenses which it can allocate and reallocate to its Customers as it sees fit (i.e. floating license). Term-based fees are invoiced on a monthly basis at the beginning of each term month and MSP shall pay the Distributor the applicable fees in accordance with the payment terms decided between such parties. For example, if MSP purchases a 12-month subscription for 5,000 licenses at $84,000 USD from the Distributor, then at the beginning of each subscription month MSP shall be invoiced $7,000 USD and pay such amount within the amount of days determined between such parties. For the avoidance of doubt, if MSP does not use all of its licenses or does not wish to use the Software through the purchased subscription term, MSP is still obligated to fulfill its payment obligations.

6.2.3.   Usage Model. MSP agrees to pay the applicable monthly usage fees, as determined between the applicable Distributor and MSP, per Device for all Customer Devices that the Software has been made available at any time during that month. Distributor shall invoice MSP the applicable fees at the end of each calendar month and MSP shall pay such fees in accordance with the payment terms decided between such parties. For example, if the Software has been installed on 5,000 Devices in month one and in month two only 2,000 of those Devices actively use the Software, however, the Software remains installed on the remaining 3,000 Devices for at least one day of that month, then in both month one and month two, MSP shall pay the applicable monthly fees for all 5,000 Devices.

MSP acknowledges that as a condition for electing to use the usage model, the minimum license Device quantity that Malwarebytes makes available for licensing the Software is 50 Devices per month. Accordingly, if MSP makes the Software available to less than 50 Devices in a calendar month, then MSP's payment obligations for such month shall still require the payment of monthly usage fees for 50 Devices.

7.   CONFIDENTIALITY.

7.1   Definition. "Confidential Information" means: (i) the Software and other related information disclosed by Malwarebytes; (ii) any business or technical information of Malwarebytes or MSP that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within 30 days of such disclosure; (iii) any such information that would be reasonably considered to be confidential or proprietary in nature given the circumstances of disclosure regardless of whether it is marked, identified or summarized or such; and (iv) the specific terms and pricing set forth in this Agreement.

7.2   Exclusions. The obligations in Section 7.3 will not apply to the extent any information: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

7.3   Use and Disclosure Restrictions. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

8.   PROPRIETARY RIGHTS.

8.1   Ownership of Software. The Software and all the Intellectual Property Rights therein are and will remain the sole and exclusive property of Malwarebytes and its licensors. MSP will reproduce on each copy it makes of the Software, and not alter, remove or obscure, the Intellectual Property Rights notices of Malwarebytes and its licensors that may appear on the Software as delivered to MSP. "Intellectual Property Rights" means patent rights, copyrights, trade secrets, trademarks, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

8.2   MSP's Duties. MSP will use its reasonable efforts to protect Malwarebytes' Intellectual Property Rights in the Software and will promptly report to Malwarebytes any infringement or other violation of such rights of which MSP becomes aware.

8.3   Trademark License. Subject to MSP's compliance with the terms and conditions of this Agreement, Malwarebytes grants to MSP a non-exclusive, non-transferable license, during the term of this Agreement, to use the Malwarebytes trademarks, trade names, service marks, and service names (collectively "Malwarebytes Marks") solely in connection with MSP's marketing, promotion, and use of the Software pursuant to this Agreement. Any use of a Malwarebytes Mark by MSP must correctly attribute ownership of such mark to Malwarebytes and must be in accordance with applicable law and Malwarebytes' then-current trademark usage guidelines. MSP will not remove or obscure any Malwarebytes Mark on or in the Software as delivered to MSP, and will not attach any additional trademarks, logos or trade

designations on or to the Software. MSP acknowledges and agrees that Malwarebytes owns the Malwarebytes Marks and that any and all goodwill and other proprietary rights that are created by or that result from MSP's use of a Malwarebytes Mark hereunder inure solely to the benefit of Malwarebytes. MSP will at no time contest or aid in contesting the validity or ownership of any Malwarebytes Mark or take any action in derogation of Malwarebytes' rights therein, including, without limitation, applying to register any trademark, trade name or other designation that is confusingly similar to any Malwarebytes Mark.

9. DISCLAIMER OF WARRANTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS," AND MALWAREBYTES DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING THE SOFTWARE AND ANY SERVICES PROVIDED BY MALWAREBYTES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MALWAREBYTES OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. MSP WILL MAKE NO WARRANTIES OR REPRESENTATIONS IN MALWAREBYTES' NAME OR ON MALWAREBYTES' BEHALF.

10. INDEMNITIES.

10.1. <u>Indemnification</u>. Malwarebytes shall defend MSP, and MSP's officers, directors, employees, affiliates and authorized agents, and their respective heirs, successors, and assigns (collectively, "MSP's Indemnified Parties"), from and against any and all third party losses, damages, injuries, awards, judgments, claims, and expenses (including without limitation reasonable attorneys' fees actually incurred) arising from or alleging that the Software and/or Documentation infringes or misappropriates any United States patent, trademark, copyright and/or trade secret of a third party.

10.2 <u>Exceptions.</u> Malwarebytes shall have no indemnification obligations to any one or more of MSP's Indemnified Parties to the extent that the relevant Software was: (A) modified without the prior written consent of Malwarebytes in each instance and such claim would not have arisen except for such modification; (B) operated other than in compliance with the Documentation applicable to such Software and such claim would not have arisen except for such operation outside of compliance with Documentation provided to MSP, (collectively the "Indemnity Exclusions").

10.3. <u>Remedy</u>. Malwarebytes may, at its sole option and expense: (A) procure for MSP the right to continue using such Software under the terms of this Agreement; (B) replace or modify such Software so that it is non-infringing and substantially equivalent in function to the Software as originally licensed hereunder to MSP; or (C) if options (A) and (B), above, cannot be accomplished despite Malwarebytes' reasonable efforts, then Malwarebytes may terminate its obligations and MSP's rights hereunder with respect to the Software. Any indemnification obligations of Malwarebytes remaining after such action shall continue to be governed by this Section 10. This Section 10 states MSP sole and exclusive remedy with respect to indemnification.

10.4 <u>MSP Indemnity</u>. MSP shall defend Malwarebytes, and Malwarebytes' officers, directors, employees, affiliates and authorized agents, and their respective heirs, successors, and assigns (collectively, "Malwarebytes' Indemnified Parties"), from and against any and all third party losses, damages, injuries, awards, judgments, claims, and expenses (including without limitation reasonable attorneys' fees actually incurred) arising from or alleging or otherwise attributable to: (i) MSP's gross negligence or intentional misconduct; (ii) any act or omission of MSP in connection with the Software, the MSP Services, or MSP's activities under this Agreement, including any misrepresentations made by MSP with respect to Malwarebytes, the Software, the MSP Services; or (iii) an Indemnity Exclusion.

10.5   Conditions of Indemnification. Each indemnifying party's obligations as described in this Section 10 is conditioned upon that the indemnified party (i) promptly notifies the indemnifying party in writing of the claim;, provided, however, that any   failure to provide such prompt notice will not relieve the indemnifying party of its indemnification obligations unless the indemnifying party is materially prejudiced by such failure (ii) grants the indemnifying party sole control of the defense and settlement of the claim, provided, however, that no such settlement shall be entered into by the indemnifying party if it does not relieve the Indemnified Parties of all liability and obligation pertaining to the claim unless the indemnified party consents to same in writing; and (iii) provide the indemnifying party, at the expense of the indemnifying party, with all assistance, information and authority reasonably requested by Malwarebytes for the defense and/or settlement of the claim.

11.   LIMITATION OF LIABILITY.

11.1   Total Liability.   MALWAREBYTES' TOTAL LIABILITY TO MSP UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED FROM MSP UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO ANY LIABILITY.

11.2   Exclusion of Damages.   NEITHER PARTY SHALL HAVE ANY OBLIGATION TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING WITH RESPECT TO THIS AGREEMENT AND/OR THE SOFTWARE FOR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, SPECIAL DAMAGES, LOSS OF ACTUAL AND/OR POTENTIAL PROFITS, THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF DATA, AND/OR INCIDENTAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF, KNEW OF, AND/OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SAME.

11.3.   Nothing in this Agreement shall limit or exclude any Party's liability for fraud or for death or personal injury resulting from negligence, or to the extent otherwise not permitted by law.

12.   TERM AND TERMINATION.

12.1   Term and Termination.

12.1.1   Agreement. This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect until each MSP subscription term has expired or been terminated.

12.1.2   Subscription Term: Term-based Model. If MSP has elected the term-based model, then each term-based Software subscription term shall commence on its designated subscription start date. At the end of the designated subscription term, the subscription shall automatically renew for additional successive terms equal to the subscription term length of the current subscription term, and MSP shall be responsible for payment of applicable license fees for such renewal term, unless either party provides the other party with notice of non-renewal at least 60 days prior to the end of the then-current term. At any time prior to the last 60 days of a subscription term, MSP may terminate the subscription term for convenience without right to set-off or refund by providing written notice to Malwarebytes.

12.1.3.   Subscription Term: Usage Model. If MSP has elected the usage model then the subscription term shall commence on the designated subscription start date and continue on a month-to-month basis, and MSP shall be responsible for payment of applicable usage license fees, until either party provides the other party with 30 days written notice of non-renewal. Upon a party providing such notice, the subscription shall

expire at the end of the 30-day notice period.

12.2   Termination for Breach.

Either party may terminate this Agreement (including all subscription terms), at any time, in the event that the other party breaches any material term of this Agreement and fails to cure such breach within 30 days following notice of such breach from the non-breaching party. In addition, Malwarebytes may terminate this Agreement (including all subscription terms), at any time, in the event that MSP breaches any payment-related provision and fails to cure such breach within ten days following notice of such breach from Malwarebytes.

12.3   Effect of Termination. For a maximum period of three months after any termination of this Agreement ("Wind-down Period"), except where MSP is in breach of this Agreement, MSP will be permitted to continue to use the Software to support existing MSP Customers and this Agreement will be deemed extended for such period; provided that, (i) MSP shall not during such Wind-down Period use the Software in supporting any new customers, and (ii) MSP shall continue to pay all amounts due to Malwarebytes or Distributors, as applicable, under this Agreement with respect to its activities during such Wind-down Period. Upon any termination of this Agreement (or the Wind-down Period, as applicable): (a) all licenses granted by Malwarebytes hereunder will automatically cease; (b) MSP will immediately stop using the Malwarebytes Marks; and (c) each party will promptly return to the other (or at the other party's option, destroy) all of the other party's Confidential Information within its possession or control (and for the avoidance of doubt, the foregoing includes all copies of the Software and all portions thereof in MSP's possession or control), and will certify in writing that it has complied with its obligations to return all such Confidential Information. Without limiting Section 12.3(c), upon any termination of this Agreement (or the Wind-down Period, as applicable), or upon any earlier termination or suspension of MSP's agreement or relationship with any Customer, MSP will uninstall or otherwise remove and delete from each Customer computer or other device all copies of the Software that have been installed on such computers or other devices by MSP. In addition, upon any termination of this Agreement, the payment dates of all amounts due Malwarebytes or Distributors, as applicable, will automatically be accelerated so that they will become due and payable on the effective date of termination, even if longer terms had been provided previously.

12.4   No Damages Upon Termination; No Dealer Protection. MSP EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION, INDEMNITY, TERMINATION FEE(S) OR DAMAGES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAWS OF THE TERRITORY OR OTHERWISE, INCLUDING ANY DEALER OR DISTRIBUTOR PROTECTION LAWS IN ANY APPLICABLE JURISDICTION UNDER ANY THEORY, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

12.5   Survival. Sections 5, 6, 7, 8.1, 9, 10, 11, 12.3, 12.4, 12.5 and 13 will survive termination of this Agreement for any reason.

13.   GENERAL.

13.1.   Governing Law and Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of California, without giving effect to provisions or procedures regarding conflicts of laws. The parties consent to the jurisdiction of the federal and state courts in Santa Clara County, California.

13.2.   Notices. All notices under this Agreement shall be in writing and shall be deemed given upon receipt.

13.3.   Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

13.4.   Modifications, Waiver. No amendment to, or waiver of right under, this Agreement or any Order Form is effective unless in writing signed by authorized representatives of the parties. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any such subsequent or other failure.

13.5.   Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.

13.6.   Assignment. Neither party shall assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement to any entity that acquires all or substantially all of the business and/or assets of such party, to any entity that acquires more than fifty percent of the equity securities of such party, and/or to the surviving entity in a merger to which such party is a merged entity. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, and permitted assigns.

13.7.   Independent Contractor. Malwarebytes's relationship with MSP will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

13.8.   Foreign Corrupt Practices Act. Each party shall comply with all applicable anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010.

13.9   Export Control. MSP will comply fully with all applicable export laws and regulations of the United States ("Export Laws") to ensure that neither the Software nor any direct product of or related technical data is exported or re-exported directly or indirectly in violation of Export Laws; or used for any purposes prohibited by the Export Laws.

13.10   No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

13.11   Entire Agreement. This Agreement, including the exhibit hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supercedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.

13.12. Updates on Malwarebytes Web Site. Notwithstanding anything to the contrary, this Agreement, along with other MSP Program materials on the MSP Portal, may be updated by Malwarebytes from time to time in its discretion, and MSP shall be bound by such updates. Malwarebytes reserves the right to modify this Agreement in its sole discretion by providing no less than thirty 30 days calendar days notice of such changes. Notice shall be sent through Malwarebytes's formal partner alerts and posted on the MSP Portal. MSP shall be solely responsible to monitor the MSP Portal for updates and changes. Orders for the purchase of Malwarebytes Software placed by MSP subsequent to notification period shall constitute acceptance of the updated or modified Agreement. Any purported changes to this Agreement that are not entered into by, or not issued by, an actual authorized representative of Malwarebytes and that are not posted on the MSP Portal, shall be null and void and shall not be binding on Malwarebytes. For clarity, notwithstanding anything to the contrary, in no event shall any sales executive, sales representative or other sales or systems or sales engineer employee of Malwarebytes be authorized to bind Malwarebytes, and any purported

agreement by any such representative or employee, or any Malwarebytes representative not in fact authorized to bind Malwarebytes, shall be null and void and shall not be binding on Malwarebytes.

Exhibit A

Maintenance and Support

1.   MSP Support of Customers. MSP shall perform the following obligations at its cost and expense:

    1.1   Technical Contact. Within five days of the Effective Date, MSP shall appoint and notify Malwarebytes of its technical contact(s). MSP's technical contact(s) shall coordinate all technical issues on behalf of MSP which arise out of this Agreement. MSP may only make support requests through its designated technical contacts.

    1.2   First Level Technical Support. MSP shall be solely responsible for providing First Level Technical Support directly to its Customers regarding the Software. "First Level Technical Support" shall mean telephone and email support provided in response to the initial inquiry placed by a Customer regarding product operation generally or which identifies, troubleshoots and documents an error in the MSP Service.

2.   Malwarebytes Support of MSP. Malwarebytes shall perform the following obligations:

    2.1   Technical Contact. Malwarebytes shall appoint and notify MSP of its technical contact(s).

    2.2   Second Level Technical Support. Malwarebytes shall provide technical support only to MSP and not to MSP's Customers. The second level technical support will consist of Malwarebytes using its commercially reasonable efforts to diagnose problems and to create error corrections or avoidance (workarounds) with respect to suspected errors in the Software reported by Customers to MSP and reported by MSP to Malwarebytes. Such service shall also include provision of any maintenance releases and updates for the Software made generally commercially available by Malwarebytes during the term of the Agreement. Malwarebytes will provide the support described herein to the designated MSP contacts during business hours, 5 days per week Monday-Friday from 9:00 AM to 6:00 PM Pacific Standard Time (excluding holidays) via email and/or web site ticket system.

Exhibit B

International MSP Manual Reporting Requirements

Scope. Pursuant to Section 5 of the Agreement, upon Malwarebytes request for manual reporting for International Orders, MSP shall submit such reports to Malwarebytes as described in this Exhibit. For the avoidance of doubt, this Exhibit B shall only apply to International MSPs and shall only be required if Malwarebytes requests that the MSP provide manual reporting.

Reports.

General. MSP's report will comply in form and substance with Malwarebytes' reporting requirements that can be used to support the invoicing of fees, as they are determined by Malwarebytes and communicated to MSP from time to time. Such current reporting requirements are detailed below.

Primary Manual Reporting Requirement. If Malwarebytes instructs MSP to provide manual reporting, then on the tenth day of each month (or the nearest business day), MSP shall send a comprehensive screen capture image of the Software's license seat (Device) management console to the Distributor. Such report shall be submitted on a recurring monthly basis.

Secondary Manual Reporting Requirement. If Malwarebytes has instructed MSP to provide manual reporting, then within ten days of Malwarebytes request, MSP will submit to Malwarebytes or Distributor, as applicable a report for the previous calendar month showing the details below. Such report only needs to be submitted upon Malwarebytes request; if Malwarebytes does not request such report from MSP, then MSP shall have no obligations to produce one.

> (i)   MSP's full entity name and address
> (ii)   Reporting Date
> (iii) Product SKU
> (iv)   Product Name
> (v)   Bundle Name
> (vi)   Unique Customer ID (account reference number or code used by MSP to identify a customer account)
> (vii) Customer Country
> (viii) Customer Seat Count
> (ix)   Term Start Date
> (x)   Term End Date
> (xi)   Upgrades or cancellations
> (xii) any other information reasonably requested by Malwarebytes.

MSP shall follow the reporting template as shown in Attachment 1 to this Exhibit B.

For the avoidance of doubt, in addition to the audit and inspection rights in Section 5.1. of the Agreement, Malwarebytes, may audit the reports submitted by MSP with its own internal reports. If any underreporting is discovered, MSP shall pay for corresponding underpayments in accordance to the policy described in Section 5.1. of the Agreement. MSP understands and agrees that if MSP underreports on a frequent basis, even if each underreporting event is cured, such frequency shall be grounds for Malwarebytes to terminate this Agreement for breach without further opportunity to cure.

Reporting. Within ten days after the end of each calendar month, MSP Partner will submit to Distribution Partner a report for the previous calendar month showing:

(i)   MSP's full entity name and address
    (ii)   Reporting Date
    (iii)   Product SKU
    (iv)   Product Name
    (v)   Bundle Name
    (vi)   Unique Customer ID (account reference number or code used by MSP to identify a customer account)

(vii)   Customer Country
(viii) Customer Seat Count
(ix)   Term Start Date
(x)   Term End Date
(xi)   Upgrades or cancellations
(xii)   any other information reasonably requested by Malwarebytes.

Sample Report:
MSP Name: ABC MSP Services Inc.
MSP Address: 123 Main Street, Sydney, 2007, Australia

Cancellation this month: Customer 0002 on 9/15/2017,

Reporting Date (EOM), Key Status, Product SKU, Product Name, Seat Cunts, Term Start Date, Term End Date, MSP's Customer ID, Country,

9/30/2017, Sold-Active, MBAM001234, MBEP, 300, 1-Jan-16, MTM, Customer 00001, New Zealand,
9/30/2017, Sold-Active, MBAM001234, MBEP, 600, 5-Jan-16, MTM, Customer 0002, Australia,

In addition to any reporting obligations between MSP Partner and the Distribution Partner, on the tenth day of each month (or the nearest business day), MSP Partner shall send a comprehensive screen capture image of the MSP Product's license seat (Device) management console to the Distribution Partner.