

OPENDNS FAMILY SHIELD, HOME, HOME VIP, PREMIUM DNS, AND PROSUMER TERMS OF SERVICE

These Terms of Service is a legal agreement (the “Agreement”) between you, the party using any of the Domain Name System (DNS) related on-line services (each, a “Service”), and Cisco OpenDNS LLC, a Delaware corporation having offices at 135 Bluxome St., San Francisco, CA 94107 or its applicable affiliate entity providing the Service (hereinafter “OpenDNS”, “we”, “our” or “us”).

1. Acceptance of Terms

BY CLICKING ON THE “AGREE” OR “ACCEPT” BUTTON, DOWNLOADING APPLICABLE SOFTWARE OR USING THE SERVICE IN ANY MANNER YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT UNDERSTAND THEM AND AGREE TO BE LEGALLY BOUND BY THEM. If you do not agree with the terms of this Agreement, you may not use or otherwise access the Service.

If you are an individual accepting this Agreement on behalf of an entity, you represent and warrant that: (i) you have full legal authority to bind the applicable entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the entity that you represent, to the terms and conditions of this Agreement. If you do not have the legal authority to bind the entity your represent, you may not use the Service. From time to time, OpenDNS may update the functionality and user interface of the Service, add new features to the Service, change the access configuration for the Service or update the related software. In such event, this Agreement shall also apply to any such functionality updates, new features, changes or software updates subsequently provided by OpenDNS for the Service or related software, as applicable.

2. Modification of Agreement.

This Agreement may be changed, modified, supplemented or updated by OpenDNS from time to time. Any updates to this Agreement will be in effect for any new or renewal Service orders placed after the effective date of the updated Agreement. If OpenDNS makes a material change to this Agreement that will affect an existing Service

subscription, OpenDNS may notify you by sending an email at least thirty (30) days in advance of such change or posting a notice on your account administration page. If the change has a material adverse impact on you and you do not agree to the change, you must so notify OpenDNS via contact@opendns.com within thirty (30) days after receiving notice of the change. If you notify OpenDNS as required, then you will remain governed by the Agreement in effect immediately prior to the change until the end of your current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under OpenDNS's then-current Agreement. For any Free Service (defined below), you will be bound by any changed, modified, supplemented or updated Agreement if you choose to continue to use such Free Service after such changes to the Agreement are posted.

3. Account Management/Passwords.

To purchase, use or access certain Services, you must have a valid OpenDNS account. You will be prompted by our website or contacted by email to either create an account or to login using your account credentials. If you have been given the option to open an account within the Service(s) that will provide you with access to password protected portions of the Service(s) and you elect to do so, then you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are responsible for maintaining the confidentiality of your password and account-related information and for any and all activities that occur under your account. You agree to immediately notify OpenDNS upon learning of any unauthorized use of your account or any other breach of security related to your use of the Service.

4. License Grant and Restrictions.

a. Types of Services. OpenDNS offers certain Services (e.g., OpenDNS Home VIP and OpenDNS Prosumer) for purchase ("Fee-based Service") and certain Services for free ("Free Service") through its on-line store ("Online Store"). You acknowledge that OpenDNS Home, OpenDNS Home VIP and OpenDNS FamilyShield are for your personal home use only.

b. License Grant for Online Store Purchases. If you purchased a Fee-based Service, then subject to your payment of all applicable fees OpenDNS grants to you, and you accept, the non-assignable, nontransferable, non-sublicensable, and nonexclusive right to access and use the applicable Fee-based Service only as authorized in this Agreement

and related documentation for the duration of the subscription term and for the number of licenses purchased.

c. License Grant for Free Services. For each Free Service, OpenDNS grants to you, and you accept, the non-assignable, nontransferable, non-sublicensable, and nonexclusive right to access and use each Free Service only as authorized in this Agreement and in accordance with the related documentation.

d. Software License. You may need to download and install software to use the Service (the "Software"). If so, you are granted a limited, non-assignable, nontransferable, non-sublicensable and non-exclusive right to use the Software solely to the extent required to use the Service and only for the term that you are entitled to use the Service. In your use of the Software, you may be granted access to certain open source code third party software that is provided for free for use in combination with the Software. Such third party products are being made available to you pursuant to their respective third party agreements. A listing of these third party products (if any) may be available in the documentation. You may obtain the source code to such open source code software in accordance with the directions set forth in the documentation.

5. Ownership.

You recognize and agree that each Service and the Software contain valuable assets, proprietary information and intellectual property of OpenDNS and its licensors, and are made available to you under the terms and conditions of this Agreement. OpenDNS (and its licensors) retain all right, title, and interest in the Service and Software, including any and all intellectual property rights. OpenDNS (and its licensors) reserves all rights not expressly granted in Section 4.

6. Payment and Renewal Terms.

a. Payment Terms. For Fee-based Services, You expressly agree that OpenDNS is permitted to invoice and charge your credit card or accepted payment account the applicable fees, applicable taxes and any other charges that you may incur with OpenDNS in connection with your use of such Fee-based Service. Such fees, taxes and related charges will be billed to the credit card or accepted payment account that you provide at the time a fee or charge is due and payable. You agree to allow OpenDNS, or our affiliates or services providers, to process and store your payment information. If payment is not received or cannot be charged to your credit card or accepted payment account for any reason in advance of the applicable subscription period, OpenDNS

reserves the right to either suspend or terminate your access to the Service, and at OpenDNS's sole discretion, terminate this Agreement. All amounts owed hereunder are payable in U.S. Dollars and are based on the Service(s) purchased and not on actual usage. All fees are non-refundable. The price of each Service does not include any taxes and you shall pay any applicable sales use, excise, withholding or other taxes applicable to the sale or furnishing of the Service and related Software. If sales tax is applicable, we will either (i) collect and remit such tax to the relevant State authority or (ii) you are responsible for paying this tax directly to the relevant authority.

b. **Renewal Terms.** If you purchased a Fee-based service, you acknowledge and agree that OpenDNS will automatically charge your credit card or accepted payment account on record with OpenDNS for the then-current subscription period upon the commencement of any renewal period. You may terminate your subscription to the Services at any time, if you purchased a Fee-based Service, and if you terminate at least thirty (30) days prior to the start of the next renewal period you will not be obligated to pay any additional fees for upcoming subscription renewal period(s), however, any subscription fees that you previously paid in advance will not be refunded.

7. Service Termination and Suspension.

a. **Termination.** If you commit a breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from OpenDNS, then OpenDNS may terminate your access to all or any part of a Service and terminate this Agreement.

b. **Termination of a Free Service.** You may terminate a Free Service by simply discontinuing your use of such Free Service and/or requesting that OpenDNS terminate your account if you have created an OpenDNS account. OpenDNS may terminate your access to all or any part of a Free Service at any time, with or without cause and with or without notice and without any further liability to you.

c. **Suspension.** OpenDNS also reserves the right to suspend any Service as it may deem appropriate in response to actual or suspected violations of this Agreement if OpenDNS reasonably concludes that your Service is being used to engage in illegal activity, used outside the scope of the license (e.g. used on more than the number of licenses purchased) or causing immediate, material and ongoing harm to OpenDNS or others. You agree that OpenDNS shall not be liable to you nor to any third party for any suspension of a Service under such circumstances as described in this Section.

d. **Survival.** Sections 1, 5, and 8-14 shall survive any termination of this Agreement.

8. User Data.

The Software together with the Service may collect certain data and information about your use and, if you are an entity, your individual users' use of the Service ("User Data"). Any personally identifiable information contained in User Data provided to OpenDNS will be treated as set forth in the Cisco Online Privacy Statement, currently located at: http://www.cisco.com/web/siteassets/legal/privacy_full.html. With the exception of any personally identifiable information that you or your individual users submit, any information you transmit to OpenDNS related to the functionality of the Services and Software, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of OpenDNS. OpenDNS also owns all data generated by the Services and Software, and any statistical information related to the usage, traffic patterns and behavior of the users of the Services ("Statistical Data").

9. Prohibited Use.

You agree not to do any of the following: (i) download, use, install, modify, display, reproduce, distribute or disclose the Service or Software (even if merged with other materials as a compilation) other than as allowed under Section 4 of this Agreement; (ii) use the Service for any unlawful, infringing, defamatory or fraudulent purpose; (iii) interfere with the use of the Service by other authorized users or attempt to crash the Service or render it inoperable; (iv) sell or license the Service or Software (in whole or in part) to any third party; (v) rebrand the Service or frame or mirror the Service on any other server or computer; (vi) publish the results of benchmark tests relating the performance of the Service; (vii) translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble or create derivative works based on the Service or Software; (viii) rent or lease any rights in the Service or Software in any form to any person; (ix) use the Service or Software for the benefit of any third parties (e.g., in an ASP, managed security services, outsourcing, time-sharing or service bureau relationship) except as otherwise expressly permitted by OpenDNS; (x) remove, alter or obscure any copyright notice, proprietary notice, labels, logos or marks on the Service or Software; (xi) disable or circumvent any access control, authentication process or security procedure established with respect to the Service or Software; (xii) share any user authentication information and/or password with any third party; or (xiii) collect information or content from the website thru which the Service is provided by using automated means (such as harvesting bots, robots, spiders, or scrapers). You are responsible for all use of the Service and Software under your account and for compliance with this Agreement.

10. Warranty Disclaimer.

THE SERVICE, SOFTWARE AND ALL DOCUMENTATION PROVIDED BY OPENDNS HEREUNDER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND OPENDNS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY OPENDNS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. OPENDNS DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR THE DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. OPENDNS DOES NOT GUARANTEE THAT THE SERVICE WILL GUARANTEE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. OPENDNS DOES NOT WARRANT THAT THE SERVICE WILL PROTECT YOUR FILES, NETWORK OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD PARTY MALICIOUS ATTACKS. YOU ACKNOWLEDGE THAT OPENDNS' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT ONLY.

11. Limitation of Liability.

IN NO EVENT SHALL OPENDNS OR ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE OR SOFTWARE (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICE (HOWEVER ARISING), OR (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION). IN NO EVENT SHALL OPENDNS' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICE AND THE SOFTWARE EXCEED FIFTY U.S. DOLLARS (\$50.00USD). Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

12. ESSENTIAL BASIS.

The disclaimers, exclusions and limitations of liability set forth in this Agreement form

an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

13. LEGAL COMPLIANCE; RESTRICTED RIGHTS.

The Service and Software are subject to export control laws and regulations. You shall comply with such laws and regulations governing use, export, re-export, and transfer of Service and Software and will obtain all required authorizations, permits or licenses. You will not use the Service from an embargoed country (currently Cuba, Iran, North Korea, Sudan and Syria). You warrant that you are not on any U.S. Government denied party list. OpenDNS may disclose information regarding your use of the Service if required pursuant to a valid order issued by a court or government agency. In such instance OpenDNS will give you written notice of the obligation, so that you can attempt to oppose or limit the disclosure unless applicable law prohibits notification. The export obligations under this Section shall survive the expiration or termination of this Agreement.

14. GENERAL.

This Agreement is the parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Under no circumstances will the terms of any order, quote or PO control or otherwise negate the terms set forth in this Agreement. As part of providing you the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service and your OpenDNS account, which you may not be able to opt-out from receiving them unless you terminate your account. Any notices to you from OpenDNS regarding the Service or this Agreement will be posted on www.OpenDNS.com (or successor website) or made by email or regular mail. Except for your payment obligations, neither party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. The section headings are for convenience and do not have any force or effect. This Agreement shall be governed by the laws of the State of California, without regard to choice-of-law rules or principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of state or federal courts in

Santa Clara County, California, and you hereby consent and submit to the personal jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. You agree that the Uniform Computer Information Technology Act (UCITA) and the United National Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

If you have any questions or concerns about this Agreement, please contact us at contact@opendns.com or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

Cisco OpenDNS LLC

444 Townsend Street

San Francisco, CA 94107

Or by phone at 415-344-3200

This Agreement was last updated and posted on February 26, 2018