



LIFELock, INC.
60 EAST RIO SALADO PARKWAY, SUITE 400
TEMPE, ARIZONA 85281

Re: LifeLock Services Availability

Ladies and Gentlemen:

Identity theft can happen anywhere to anyone. If an identity is stolen, the affected person can spend hundreds of hours cleaning up his or her credit and struggling to get back his or her good name. LifeLock, the industry leader in identity theft protection, offers a solution that helps prevent an identity from being stolen before it happens. LifeLock believes that your consumers (the "Eligible Persons") would find value in LifeLock's services, and LifeLock would like to make its services available to those persons. The services LifeLock provides are set forth on its Internet website, as modified from time to time (the "Services"), and may include the following:

- LifeLock Identity Alert™ system, providing broader identity coverage, greater control and early notification of potential identity threats – Primary LifeLock Alert System;
- Provide access to LifeLock's 24/7 Internet member services portal;
- Provide access to LifeLock's Certified Resolution Support;
- Provide and maintain a toll-free telephone number for enrolled persons to access LifeLock's customer service representatives.

Subject to the terms and conditions included in this letter and the attached Schedule A (Service Program, Pricing, and Payment) and Schedule B (General Terms and Conditions) (collectively, the "Agreement"), LifeLock will provide, for a specified period, the Services to the Eligible Persons who enroll with LifeLock to receive the Services as described in the Program (defined below) under Schedule A (Service Program, Pricing, and Payment).

To make the Services available to the Eligible Persons under this Agreement, the Company must fill in completely and sign Schedule A (Service Program, Pricing, and Payment). In all cases, the Company must deliver to the Eligible Persons the information necessary for their enrollment for Services, including delivering at least one correspondence with a promotional code (to be provided by LifeLock) to be used by the Eligible Persons when enrolling for Services, describing the Services and its availability, and guiding the Eligible Persons through the enrollment process. LifeLock will assist the Company in preparing these items. Subject to the terms and conditions set forth in this Agreement, upon (a) execution and delivery by the Company of this Agreement, (b) completion of Schedule A (Service Program, Pricing, and Payment) to this Agreement by the Company and LifeLock's review and acceptance, and (c) enrollment by Eligible Persons in accordance with LifeLock's standard enrollment practices, LifeLock will provide the Services to the enrolled Eligible Persons for the time period elected on Schedule A (Service Program, Pricing, and Payment) to this Agreement.

So that LifeLock most efficiently serves the Company, please direct all questions to your primary LifeLock contact, designated account manager, or via e-mail at partnerships@lifelock.com. We look forward to working with you.

Sincerely,

Timothy Olson
Senior Vice President, Partner Sales

SCHEDULE A - SERVICE PROGRAM, PRICING, AND PAYMENT

Note: Certain capitalized terms below are defined elsewhere in this Agreement.

STEP 1 -- SERVICE PROGRAM:

DISCOUNTED PURCHASE BY COMPANY

General Description: Under this program ("Program"), Eligible Persons may enroll for Services at a discount to the Published Rates, as set forth in the table below. LifeLock will provide the Company with promotion codes unique to the Company that the Company may provide to Eligible Persons; in some cases the promotion codes may allow Eligible Persons to receive the Services at no charge. Eligible Persons may enroll to receive Services pursuant to this Agreement solely for the "Services Period" below selected by the Company. Except in the case where Eligible Persons receive Services at no charge, the Company will be responsible for payment of all fees set forth below for the Services provided to Eligible Persons under this Program. To receive the Services, Eligible Persons must enroll for the Services through LifeLock's Internet website or via telephone, and must enter a promotion code unique to the Company. Eligible Persons enrolling for Services will enter into an Terms of Service directly between the Member and LifeLock. The purchase price for each Service under this Program is dependent on the number of persons included in the relevant population, and shall be as follows:

	Number of Eligible Persons	Price per Member per Annum
<input type="checkbox"/> LifeLock Data Breach Services		
<input type="checkbox"/> LifeLock Standard™	600	\$76.91
<input type="checkbox"/> LifeLock Advantage™		
<input type="checkbox"/> LifeLock Ultimate Plus™		
<input type="checkbox"/> LifeLock Junior™		

Purchase Price; Payment Terms: Under this Program, the Company agrees that it shall pay for Services on behalf of the Members on a per Member basis. The Program Purchase Price (defined below) is nonrefundable. LifeLock shall deliver an invoice to the Company shortly following the Enrollment Deadline set forth below, which invoice shall set forth the number of Eligible Persons who enrolled for the Services and became Members prior to the Enrollment Deadline (defined below), the Purchase Price per Member set forth above, and the Program Purchase Price amount. The "Program Purchase Price" shall be an amount equal (a) to the product of (i) the Purchase Price per Member set forth in the table above and (ii) the actual number of Members enrolled prior to the Enrollment Deadline, multiplied by (b) the Services Period (defined below) in years (or fractions thereof). Company shall deliver to LifeLock the Program Purchase Price within thirty (30) days of receipt of an invoice from LifeLock.

Administration fee. Under this Program, the Company further agrees to remit to LifeLock a one-time administration fee in an amount equal to 0.00. This administration fee shall be payable thirty (30) days from the date of execution of this Agreement.

Enrollment Deadline: Eligible Persons will have a period of sixty (60) days following delivery of the first correspondence from the Company described under Section 4(a) (Correspondence with Eligible Persons) of Schedule B (General Terms and Conditions) to enroll with LifeLock for the Services. Except as set forth and elected below, only those Eligible Persons enrolling within such period shall be entitled to receive the Services pursuant to this Program.

Services Period: The Company elects to provide Services to the Eligible Persons for a period of one (1) year following the date of enrollment for Services by such Eligible Persons.

Company's Obligation: In addition to the obligations described elsewhere in this Agreement, the Company's obligations under this Program include delivery to the Eligible Persons of (a) such items of LifeLock's Documentation (as defined in the Terms and Conditions) as the Company deems appropriate, and (b) the unique promotion code supplied by LifeLock. For those Services for which an Eligible Person is paying a fee, if the Company will provide the Eligible Persons with the payroll deduction option described below, the Company must take the actions necessary to properly effect the deduction from the Eligible Persons' payroll and remit the appropriate amount to LifeLock.

Late Payments: Any portion of the Program Purchase Price or any amount otherwise due to LifeLock and received by LifeLock more than thirty (30) days subsequent to the date due shall be delivered with interest at a rate of 1.0% per month accruing from the date originally due. In addition to any other remedies available to LifeLock, failure of the Company to pay all amounts payable to LifeLock within sixty (60) days following the date of delivery of an invoice for the Program Purchase Price shall entitle LifeLock to terminate the Terms of Services for all Eligible Persons who are Members in accordance with its standard policies.

Records: LifeLock will maintain records setting forth the number of Members enrolled pursuant to the Agreement.

Enrollment of Family Members: The End User may also purchase LifeLock Services for their spouse/domestic partners and children at a discount of 15% off of LifeLock's retail price for the Services provided that such family members are enrolled under the End User's membership and not separate from such End User.

STEP 2 - ACKNOWLEDGEMENT

Please sign below to acknowledge the Company's agreement.

This Agreement will govern the relationship between LifeLock and the Company with respect to the provision of Services to Eligible Persons, and the payment for such Services by the Company, if applicable. Upon execution and delivery to LifeLock of this Agreement, the Company agrees to be a party to and bound by this Agreement. Once signed, please fax or scan the Agreement in its entirety to your designated account representative or you may send the original signed version of this Agreement to the attention of "Partner Sales", at the following address: LifeLock, Inc., 60 E. Rio Salado Parkway, Suite 400, Tempe, Arizona 85281.

PLEASE COMPLETE ALL FIELDS	
COMPANY LEGAL NAME: _____	Address: _____ _____
Signature: _____	_____
Printed Name: _____	Phone: _____
Title: _____	Email: _____
Date: _____	

LIFELock INTERNAL USE ONLY	
Account Executive: _____	Promotion Code: _____
Date: _____	

SCHEDULE B - GENERAL TERMS AND CONDITIONS

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

(a) "**Documentation**" shall mean documents, agreements, marketing materials, and any other items or information in any medium, provided by LifeLock that describes LifeLock or its Services.

(b) "**Member**" shall mean any Eligible Person that timely enters into an Terms of Service with LifeLock by submitting a promotional code unique to the Company and provides accurate and complete information required by LifeLock in order for LifeLock to enroll the Eligible Person and perform the Services. Only those Eligible Persons who have entered into an Terms of Service shall be deemed Members pursuant to this Agreement and entitled to receive the Services hereunder.

(c) "**Terms of Service**" shall mean LifeLock's terms and conditions applicable to the Services that govern the relationship between LifeLock and the Member.

(d) "**Services**" shall have the meaning set forth in the first paragraph of the Agreement as such Services may be modified, limited, and/or further described on LifeLock's Internet website, as and to the extent permitted by applicable law.

2. **Acceptance of Terms.** This Agreement constitutes an offer by LifeLock to provide services under these exact terms only, and acceptance is limited to acceptance of these exact terms without modification. Any additional or different terms in Company's acceptance (whether via delivery to LifeLock of a purchase order or otherwise) will be construed as proposals and will not become part of the agreement between the parties unless LifeLock agrees in writing to the additional terms. Company's rendering of the Services to Eligible Persons shall be deemed an acceptance of the terms of the Agreement, in the form provided by LifeLock, without modification.

3. **Payment.** Company's payment of the Program Purchase Price shall be made in accordance with the terms and conditions and within the time periods set forth on Schedule A (Service Program, Pricing, and Payment) to this Agreement.

4. **Duties of the Company.** Company represents and warrants to LifeLock and agrees as follows:

(a) **Correspondence with Eligible Persons.** Company shall promptly following delivery by LifeLock of materials designated for delivery to Eligible Persons, deliver to the Eligible Persons a letter or other communication describing the availability of the Services, detailing the Services, providing the promotional code applicable to enrollment of Eligible Persons for the Services, and providing enrollment instructions for Eligible Persons electing to enroll with LifeLock for the Services. Company shall bear the costs and expenses of delivery of such correspondence. Company may communicate the availability of the Services to the Eligible Persons using only the Documentation or other materials delivered to Company by LifeLock or approved by LifeLock in writing prior to such use.

(b) **Taxes.** LifeLock shall not be responsible for any taxes and similar fees now in force or enacted in the future imposed on the delivery of Services to Members, except for taxes on LifeLock's income. Company shall be responsible for compliance with all applicable tax withholding, ERISA, employee benefit, and other similar employment-related laws applicable to the performance of the Services for the benefit of the Eligible Persons (collectively, "Employment Laws"), and agrees to indemnify, defend, and hold LifeLock harmless for, from, and against any claims relating to or arising from the actual or alleged violation of such Employment Laws.

(c) **Authorization.** The person executing Schedule A (Service Program, Pricing, and Payment) to this Agreement is authorized and empowered to execute this Agreement on behalf of Company and, upon execution of this Agreement by Company, the Agreement will be binding on and enforceable against Company in accordance with its terms.

(d) **Communications with LifeLock.** Company shall keep LifeLock informed of complaints from Eligible Persons or other problems encountered in connection with the Services provided to Members pursuant to this Agreement. Company shall also communicate promptly to LifeLock in writing any and all suggestions for improvement of the Services that are communicated to Company from Eligible Persons.

5. **Duties of LifeLock.** LifeLock shall provide the Services to Members who remain in compliance with the obligations set forth in their respective Terms of Service, and LifeLock's policies and procedures then in effect from time to time, for the applicable period set forth in Schedule A (Service Program, Pricing, and Payment) following the date of enrollment by each respective Member; *provided*, that only those Members enrolled pursuant to the terms of Schedule A (Service Program, Pricing, and Payment) will be eligible to receive the Services under and pursuant to this Agreement.

6. **Member Relationship.**

(a) **Relationship of Member.** Any Member enrolled for Services in connection with this Agreement shall be a sole and exclusive customer of LifeLock as to the Services.

(b) **Further Solicitation of Members.** Company acknowledges that LifeLock may, during the initial term of its relationship with Members, or thereafter, solicit the Members to continue the Services following termination of the initial period of LifeLock's provision of Services to such Members. Company shall not, however, be obligated to pay for the Services following the initial period of LifeLock's provision of Services to such Members provided pursuant to this Agreement, and the Eligible Persons shall be under no binding obligation to purchase any Services by virtue of Company's execution of this Agreement. Company shall not, during the term of LifeLock's relationship with the Members pursuant to this Agreement or thereafter, take any actions with the intent to, or a result of which would, discourage Members and Eligible Persons from enrolling for and/or receiving the Services.

(c) **Renewal Notice.** LifeLock may deliver a form of correspondence to the Eligible Persons, which correspondence shall notify the Eligible Persons of the pending termination of Services and containing information relating to the method for re-enrollment for Services. LifeLock shall be permitted to, in its sole cost and expense, deliver additional or supplemental correspondence to the Eligible Persons, to the extent permitted by applicable law.

7. **Disclaimers.**

(a) **Terms of Service.** The terms and conditions set forth in the Terms of Service are solely between the Member and LifeLock. In no event shall Company, or any third party, be a party to such Terms of Service, and in no event shall Company or any third party be deemed a third party beneficiary thereof. The Services will be provided exclusively by LifeLock and/or its affiliates and designees, and LifeLock acknowledges that Company shall not be responsible for, or liable for, performance of the Services to Members.

(b) **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, LIFELOCK MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR THEIR NON-INFRINGEMENT. Company shall have no right or authority, express or implied, directly or indirectly, to alter, enlarge, or limit the representations and warranties or scope of services contained in the Documentation.

8. **Confidential Information.**

(a) **Generally.** Company acknowledges that it may obtain information relating to LifeLock and to the Services which Company knows or has reason to know, or reasonably believes, is of a confidential nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, price guidelines, future service releases, trade secrets, know-how, inventions, processes, programs, schematics, data, pricing and discount schedules, customer lists, financial information and sales and marketing plans. Confidential Information shall not include information which is: (a) previously known to Company without obligation of confidence or without breach of this Agreement; (b) publicly disclosed (other than by the recipient) either prior or subsequent to Company's receipt of such information; (c) rightfully received by Company from a third party without obligation of confidence; or (d) developed independently of the Confidential Information. Confidential Information may be disclosed by Company if required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided that Company shall limit the disclosure to only that Confidential Information of LifeLock which must be disclosed in order to comply with

the legal requirement or order and shall give LifeLock prompt prior written notice of such compelled disclosure so that LifeLock may seek to protect such Confidential Information. Company shall at all times keep and hold such Confidential Information in the strictest confidence, and shall not use such Confidential Information for any purpose other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without LifeLock's prior written consent.

(b) **Protection of Confidential Information.** Company shall not disclose any Confidential Information to any person or entity, other than to Company's employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder and who have agreed to treat such Confidential Information as confidential consistent with the terms of this Agreement, without LifeLock's prior written consent. Company shall not disclose any of the terms and conditions of this Agreement to any person or entity whatsoever other than to its legal counsel, except as such disclosure may be required for accounting or tax reporting purposes or as otherwise may be required by law.

(c) **Return of Confidential Information.** Upon termination of this Agreement, other than as required by law, Company shall return, destroy, or erase the Confidential Information available in tangible or intangible form upon the earlier of: (i) written request by LifeLock; or (ii) 30 days following termination of this Agreement. In both cases upon request, Company shall certify promptly in writing that it has done the same.

9. Limitation of Liability; Consequential Damages Waiver. LIFELOCK'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY COMPANY TO LIFELOCK IN THE 12 MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. LIFELOCK SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM OR IF LIFELOCK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS.

10. Dispute Resolution. Company consents and agrees that all disputes arising under this Agreement shall be brought in Superior Court of the State of Arizona in Maricopa County or the Federal District Court in Phoenix, Arizona, and each party irrevocably waives any objection such party may now or hereafter have as to the venue of any such suit, action, or proceeding brought in such court is an inconvenient forum.

11. Publicity. Company agrees that LifeLock shall have the right to publicize the fact that Company is a user of the Services and to list Company's name on LifeLock's standard partner list (including on LifeLock's Internet website).

12. Term and Termination.

(a) **Term.** This Agreement is effective as of the date LifeLock shall notify Company of its acceptance of Schedule A (Service Program, Pricing, and Payment) executed by Company, and shall continue until it expires or terminated in accordance with Section 12(b) (Termination) below.

(b) **Termination.** Either party may terminate this Agreement at any time and for any reason, with or without cause and without penalty, effective thirty (30) days after giving written notice of termination to the other party. Promptly upon the termination of this Agreement, Company shall return to LifeLock all Documentation, and all copies thereof, in the possession, custody, or control of Company. The provisions of Schedule A (Service Program, Pricing, and Payment) and Section 3 (Payment), Section 4(b) (Taxes), and Sections 5 (Duties of LifeLock) through Section 13 (General) shall survive the termination or expiration of this Agreement.

13. General.

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, without regard to conflicts of law principles.

(b) **Notices.** All notices or reports delivered pursuant to this Agreement shall be in writing and delivered by a nationally recognized

overnight courier or by certified or registered mail, return receipt requested, and shall be deemed given upon actual receipt or five days after deposit in the mail, addressed to the party at the address (a) as to LifeLock, as set forth on the first page of the Agreement, and (b) as to Company, to the Company address set forth on Schedule A (Service Program, Pricing, and Payment); provided that either party may change the address for notice by written notice to the other party.

(c) **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.

(d) **Miscellaneous.** Neither party shall be liable for any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, earthquakes, material shortages, or any other cause which is beyond the reasonable control of such party. The failure of either party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance. Each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable or invalid, all remaining provisions shall remain in full force and effect. Company may not assign this Agreement in whole or part, by operation of law or otherwise (including where Company is the surviving entity in a reverse triangular merger), without the prior written consent of LifeLock. This Agreement, together with the schedules hereto, states the entire agreement between the parties regarding its subject matter and supersedes any proposals, agreements, or other communications between the parties regarding such subject matter, whether oral or written, prior or contemporaneous. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and which together constitute the same instrument. Section headings in this Agreement are for convenience only and in no way define, limit, construe, or otherwise affect this Agreement. This Agreement shall not be modified except by written amendment signed by duly authorized representatives of both parties.