

THE CYBEREASON 2018 RANGE ROVER PARTNER PROMOTION OFFICIAL RULES

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR (AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Cybereason 2018 Range Rover Partner Promotion (the "Promotion") begins at 12 a.m. EST on June 1, 2017 (the "Promotion Start Time") and ends at 11:59 p.m. EST on June 30, 2018 (the "Promotion End Time") (such period referred to herein as the "Promotion Period"). The Promotion is sponsored by Cybereason Inc. ("Sponsor"). This promotion is in no way sponsored, endorsed or administered by, or associated with Jaguar Land Rover Limited, Facebook, Instagram or Twitter. You are providing your information to Sponsor and not to Jaguar Land Rover Limited, Facebook, Instagram or Twitter.

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Sponsor's referral points program enables representatives of Sponsor's software resellers, referral partners and sales partners (such representatives, "Partners") to earn points through Partners' qualified transactions and engagement with Sponsor and Sponsor's end customers as set forth on the Points Description Page located at [<http://hi.cybereason.com/range-rover>]. Participation in the Promotion is voluntary and does not require you to purchase anything from Sponsor.

2. PRIZES: The prize will be awarded to one (1) winner of the Promotion, consisting of a \$100,000 cash prize (approximate retail value ("ARV"): \$100,000) to be used towards the Partner's purchase of a Range Rover or other Land Rover vehicle at a Land Rover dealership near the winner's residence in the United States selected by Sponsor. Odds of winning are affected by the number of Partners participating in the Promotion during the Promotion Period. The total approximate retail value of all prizes is \$100,000 (actual value may vary). Allow 60 days after validation of arrangement for receipt of prize. Upon receipt of prize, winner will redeem the prize and take possession of the vehicle within 60 days. Only one (1) prize will be awarded. Additional terms and conditions may apply to winner's use of the prize. The winner will be solely responsible for all other expenses not specifically set forth herein, including any amounts that are not covered by the gift in connection with winner's purchase of the vehicle, taxes, fees for vehicle registration, license, title and insurance. In the event the entire amount of the gift is not used in connection with winner's purchase of the vehicle, winner forfeits the unused balance. Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. Sponsor is responsible only for prize delivery. In order to receive a prize, the winner may be required to provide proof of identification. **ANY AND ALL TAXES ON ANY PRIZE, INCLUDING INCOME AND/OR SALES TAXES, ARE THE SOLE RESPONSIBILITY OF THE WINNER.** The winner will be issued a 1099 U.S. Tax Form for the retail value of the prize. Where lawful, the winner may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

3. ELIGIBILITY:

Participant Eligibility. The Promotion is only open to authorized Partners that are residing in the United States who are at least eighteen (18) years of age at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Promotion, each

participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that she/he is eligible to participate in the Promotion. Except for the Partners, employees, independent contractors, officers, and directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. **THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, state and local laws and regulations.

[Content submitted by a participant in connection with the Promotion will only be eligible if such content (a) is submitted during the Promotion Period, (b) contains only the original content of the participant, (c) does not reference any other company or product which competes with Sponsor, (d) does not contain content that is unlawful, hateful or obscene, in Sponsor's sole discretion, and (e) does not include any other identifiable individual other than the individual participant unless prior express consent is obtained from such individual. Sponsor reserves the right, in its sole discretion, to disqualify content submitted by a participant which Sponsor determines at any time in its sole judgment to fail to meet any of these criteria.]

4. USE OF CONTENT/SUBMISSIONS. By submitting content to Sponsor in connection with this Promotion, you automatically represent and warrant that you have the right to grant, and do hereby grant, to Sponsor the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such content; and (b) use the content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the content and the right to practice. Under no circumstances will Sponsor be required to treat any content as confidential. Sponsor will be entitled to use the content for any purpose whatsoever without compensation to you or any other person. For the avoidance of doubt, Sponsor will not be liable to you or any other person for any ideas for Sponsor's business (including, without limitation, product designs or ideas) derived from the content and will not incur any liability as a result of any similarities to the content that may appear in any future products or services of Sponsor. The participants agree to Sponsor's use of their likeness for promotional purposes in any medium without additional compensation to the extent permitted by law. In addition, the winner agrees to Sponsor's use of their name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law.

5. SELECTION OF WINNERS: The Partner with the most points as of the Promotion End Date will be deemed the winner of the Promotion by Sponsor. The potential winner is subject to verification by Sponsor. In the event of a tie between two or more Partners, the Partner that has earned the highest Sponsor revenue will be deemed the winner.

No later than July 31, 2018, Sponsor will select the winner, and the potential winner will be notified by Sponsor via e-mail. In the event any potential winner does not accept the prize within two (2) business days of notification, the winner is ineligible, or the prize or prize notification is not deliverable, the next Partner with the most points may be contacted as an alternate winner. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner(s). Participants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Promotion and that all decisions of Sponsor are final and binding.

6. CONDITIONS: Sponsor, Jaguar Land Rover Limited, [Facebook, Twitter and Instagram] and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries,

divisions, affiliates, predecessors, successors, representatives, advertising, promotion, prize providers and fulfillment agencies, and legal advisors (the “Released Entities”), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Promotion; or (f) any printing or typographical errors in any materials associated with the Promotion. Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention or other causes beyond Sponsor’s control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In the event that proper administration of the Promotion is prevented by such causes as contemplated above, Sponsor will pick the winner from all eligible, non-suspect entries received prior to such action. By participating in the Promotion, participants and winner agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity. This Promotion shall be governed by California law.

7. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate. This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules (including any alleged breach thereof), any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Official Rules, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. ***YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).***

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at jen.winters@cybereason.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to Cybereason, Inc., 200 Clarendon Street, 21st Floor, Boston, MA 02116, Attention: General Counsel ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys' fees should you prevail. Sponsor will not seek attorneys' fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. Without limiting the severability provision in Section of the these Official Rules, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 6(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 6(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

Future Changes to Arbitration Agreement. Notwithstanding any provision in these Official Rules to the contrary, Sponsor agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Sponsor written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

8. WINNERS LIST: The first name, last initial, city and state of the Promotion winner(s) and a copy of these Official Rules will be available on-line at the Website on the Promotion End Time, and for 90 days thereafter.

9. SPONSOR:

Cybereason, Inc.
Cybereason 2017 Range Rover Partner Promotion
200 Clarendon Street, 21st Floor
Boston, MA 02116

10. NOTICE: Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

11. Copyright © 2017 Cybereason Inc. All rights reserved. Cybereason Inc. and the associated logos are trademarks of Cybereason Inc. Range Rover and Land Rover are trademarks of Jaguar Land Rover Limited; the Range Rover and Land Rover trademarks and any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.