

AVAST Free for Education Program Eligibility and Participation Requirements

Purpose of Program

AVAST Software a.s. (“**AVAST**”) has established the AVAST Free For Education Program (the “**Program**”) for qualifying U.S. educational institutions and organizations and U.S. public libraries to be able to receive free licensing of avast! Endpoint Protection Suite (the “**Software**”). To be eligible to participate in the Program, your institution, organization or public library must meet the criteria outlined in this document for the full period you wish to use the Software.

Eligibility

You must be a public or non-profit educational institution / education organization (this includes grades K-12 and higher, vocational / trade schools, head start programs or other entities with educational purposes under 501(c) of the IRS Publication 557 - Organization Reference Chart section) or public library, operating in the United States (includes all 50 states, the District of Columbia, and the territories of American Samoa, Guam, Marianas, Puerto Rico, and the U.S. Virgin Islands) (the “**Applicant**”).

Terms and Conditions of Participation

In order to participate in the program, you agree with the following requirements:

- For applying for the Software under the Program, you must fill-in the application form on www.avast.com/en-us/education (the “**Application Form**“):
 - Only one application per Applicant is accepted.
 - All required fields in the Application Form must be completed.
 - The Applicant is responsible that information in the Application Form is true.
 - Applicant is obliged to define in the Application Form the number of endpoints and servers for which the Software license is requested. Number of licensed endpoints and servers must be adhered to. In case of breach of this obligation by the Program’s participant, the license will be blocked.
 - AVAST has the right to verify information provided by the Applicant in the Application Form for participation in the Program. AVAST has the right to refuse the Application Form and, in this relation the participation of the Applicant in the Program, in the case that AVAST has any reasonable doubt about the accuracy of the information provided by the Applicant in the Application Form. The reason for the refusal of the Application Form and in this connection the participation of the Applicant in the Program does not need to be specified by AVAST.

- After completion of the Application Form by the Applicant, AVAST will provide the Applicant with confirmation in the form of an email regarding the acceptance/refusal of the Application Form and in this relation the participation of the Applicant in the Program.
- The information provided by the Applicant in the Application Form will be used by AVAST in accordance with its privacy policy.
- Under the Program, a one-year license for the Software will be provided. The Service Period commences on the free license generating from AVAST's internal system.
- Software upgrades and renewals will be available during the Service Period (as defined below) for free as well, based on the conditions already set forth.
- AVAST is not obligated to provide technical support in relation to the Program.
- By installation of the Software, the Applicant agrees with the listing of the Applicant as a reference and as an AVAST customer on publicly available websites or other marketing and PR documents and materials of AVAST.
- AVAST reserves the right to discontinue the Program with immediate effectiveness.

Appendix No. 1

Amendments to the AVAST End User License Agreement (for business) applicable to participants of the avast! Free for Education Program

- Section 1. – License is modified as follows:

“AVAST grants to you a non-exclusive license to use the Software and the Documentation for the agreed term indicated in the Documentation or applicable transaction materials made available to you at the time of or before your receipt of the Software (the “Service Period”), provided that you agree to the terms and conditions of this Agreement.”

- Section 2. – Permitted Use of the Software, first paragraph, is modified as follows:

“You may install and use the Software on up to the agreed number of computers indicated in the Documentation or other transaction materials made available to you at the time of or before your receipt of the Software (the “Permitted Number of Computers”). The Software must be used exclusively by you for internal purposes that do not contravene this Agreement or applicable law. Subject to the remainder of this Section, you may also make the necessary number of backup copies of the Software.”

- Section 3. – Upgrades and Updates is modified as follows:

“Upgrades and updates of the Software shall be provided to you by AVAST during the term of the license indicated in the Documentation or other transaction materials made available to you at the time of or before your receipt of the Software.”

You will not be entitled to receive any feature or content updates or upgrades of the Software unless you and AVAST renew the Service Period.”

- Section 7. – Limited Warranty; Disclaimers and Exclusion of Liability - the heading is modified as follows:

“Disclaimers and Exclusion of Liability”

- Section 7. – Limited Warranty; Disclaimers and Exclusion of Liability, first paragraph, is deleted.
- Section 7. – Limited Warranty; Disclaimers and Exclusion of Liability, third paragraph, third sentence, is modified as follows:

“THE SOFTWARE IS PROVIDED AS IS,” AND AVAST AND ITS DISTRIBUTORS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL CONDITIONS AND WARRANTIES IMPLIED BY STATUTE, COMMON LAW, OR JURISPRUDENCE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SUITABLE QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.”

- Section 7. – Limited Warranty; Disclaimers and Exclusion of Liability, fourth paragraph, second sentence, is modified as follows:

“YOU AGREE AND ACCEPT THAT, TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL AVAST’S OR ITS DISTRIBUTORS’ OR AGENTS’ LIABILITY FOR ANY DAMAGE EXCEED FIVE U.S. DOLLARS (\$5.00).”

- Section 12. – General; second paragraph, first sentence, is modified as follows:

This Agreement will immediately terminate upon your breach of any obligation contained herein – especially your obligations in Sections 2, 5, 10 of the AVAST End User License Agreement (for business) – and you shall cease use and destroy all copies of the Software and Documentation in your possession irrespective of any time that may be left in the Service Period of the Software.