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## SOFTWARE LICENSE AGREEMENT

IMPORTANT: PLEASE CAREFULLY READ THIS AGREEMENT BEFORE INSTALLING AND USING THE SOFTWARE (AS DEFINED BELOW). BY INDICATING ELECTRONIC CONSENT AND INSTALLING THE SOFTWARE, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE BUTTON THAT INDICATES REFUSAL, DO NOT CONTINUE TO INSTALL THE SOFTWARE AND MAKE NO FURTHER USE OF THE SOFTWARE OR ACCOMPANYING MATERIALS.

This license agreement (the “Agreement”) is a legal agreement between you (“Customer”) and AVAST Software s.r.o., a Prague, Czech Republic company (“AVAST”) for itself and on behalf of its Service Partners (as defined below). This Agreement governs your use of the avast! EasyPass software distributed with this Agreement (the “Software”), including any accompanying written documentation (the “Documentation”). This Agreement also applies to any updates, supplements and support services for the Software, unless other terms accompany those items.

All or portions of the Software provided to you hereunder, including storage of data, processing of fees and support for the Software, may be provided by Siber Systems Inc. and one or more of AVAST’s third-party providers, resellers or agents (collectively, the “Service Partners”). By accepting this Agreement, you consent to the provision of all or any portion of the Software by such third party Service Partners.

### 1. LICENSE

Upon Customer’s purchase of the Software and acceptance of this Agreement, Customer will be granted a nonexclusive license to use the Software in accordance with Section 2 during the Service Period.

### 2. ACCEPTABLE USE AND CONDUCT

Customer is solely responsible for Customer’s conduct, use of the Software and the consequences of any failure by Customer or other user of the Software to comply with this Agreement. During the Service Period Customer may: (a) use one (1) copy of the Software on the approved computer, mobile and other devices as designated in the Documentation; and (b) make one (1) copy of the Software for back-up or archival purposes, or copy the Software onto the hard disk of Customer’s computer and retain the original for back-up or archival purposes.

#### Customer may not, at any time:

- a. sublicense, rent or lease any portion of the Software to any other party
- b. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of or create derivative works from the Software;
- c. use the Software as part of a facility management, timesharing, service provider or service bureau arrangement;
- d. use or attempt to use the Software to upload, store or transmit any data, information or materials that infringe the intellectual property or other rights of third parties; contain any unlawful, harmful, threatening, abusive, defamatory or otherwise objectionable material of any kind; or otherwise in any way damage, disable or impair the operation of the Software;



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- e. gain or attempt to gain unauthorized access to the Software, or to networks connected to it, or to content stored or delivered through it, by any means, including by hacking, spoofing or seeking to circumvent or defeat any firewalls or other technological or other protections or security measures;
- f. make commercial use of the Software, including but not limited to selling or distributing the Software to any third party;
- g. transmit or store data belonging to another party without first obtaining all legally required consents from the owner; or
- h. use the Software for any unlawful or improper purpose or in any manner that is not permitted pursuant to this Agreement.

### 3. ONLINE ACCOUNT, ACTIVATION AND SYNCHRONIZATION

Customer hereby agrees that online activation (“Online Activation”) and device synchronization (“Synchronization”) for the Software will be done via the Internet. Customer will be required to establish an online account (“Account”) to access the Software, which Account will be activated upon AVAST’s receipt of Customer’s subscription fee for the Software and will trigger Synchronization of the Software to Customer’s designated computer and mobile devices. Customer agrees that Online Activation, Synchronization and/or Customer’s Account may be used to enforce Customer’s use of the Software in accordance with the license provided in this Agreement. In the event Customer does not make payment for the Software or allows the Service Period to lapse without payment or Customer’s previous payment is reversed by any means, Customer’s Account and all Software instances running on Customer’s computers and mobile devices will be de-activated. Customer is entirely responsible for maintaining the confidentiality of Customer’s Account password.

### 4. UPDATES AND UPGRADES

In order to optimize the Software, AVAST and its Service Partners may, at their discretion and without notice to Customer, add, modify or remove features from the Software at any time. Customer shall have the right to receive new features to the Software as AVAST and its Service Partners, in their sole discretion, make such features available with the Software during Customer’s Service Period. Following the Service Period, Customer may not be entitled to receive any feature or content updates or upgrades of the Software unless Customer renews the Service Period or purchases a new subscription. Customer acknowledges and agrees that minor fixes and upgrades to the Software will be provided to Customer for free; however, major upgrades and new releases may require additional payment.

### 5. PRIVACY AND USE OF CUSTOMER DATA

Customer’s personal data, including Registration Data (as defined below), may be used by and transferred between AVAST and its Service Partners in connection with providing the Software for such purposes that include, but are not limited to, purchase tracking, reactivation of Software licenses, refund and chargeback tracking and other technical and customer service purposes as may be referenced below.

Data that Customer enters into the Software Identities, Passcards and Safenotes is stored locally on Customer’s computer or portable disk in files with RFT, RFP and RFN extensions, as well as on servers maintained by AVAST’s Service Partner. Customer understands that deletion of or damage to these files will cause irreversible loss of personal information contained in these files and Customer accepts the risk of such loss. If local copy of Customer’s data maintained by the Software is lost, Customer may obtain copy of this data; however, availability of a backup copy is not guaranteed by AVAST or any of its Service Partners. Customer is encouraged to keep



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multiple copies of Customer's data on Customer's computers, disks and other devices. AVAST and its Service Partners may not be held liable to Customer or any third party if they cannot produce copy of Customer's data.

The Software may transmit data contained in Identities, Passcards and Safenotes over the Internet for the purposes of storing backup copy of Customer's data and for purposes of Synchronization of such data between Customer computers and mobile devices. If Customer or a program running on Customer's computer or mobile device causes the Software to fill an online form with such personal data, then submission of this form will result in the data being sent over the Internet. The Software checks a server for its new version and security patches approximately once a day, which results in technical data (such as operating system, browser version and Registration Data) being transmitted to and stored by AVAST and its Service Partners.

In addition to data stored in Identities, Passcards and Safenotes, certain personal information known as "Registration Data", which consists of Customer's name, e-mail address and the name of the person or company who referred Customer to use the Software, each as Customer enters it when Customer runs the Software for the first time, may be collected. Registration Data may be different from similar data stored in Customer's Identity. Customer can edit Registration Data by opening "Options", clicking "Version" tab and then clicking the "Registration Info" button.

By using the Software Customer acknowledges and agrees that AVAST or its Service Partners may collect, transmit, store, disclose and otherwise use the information as described above. Customer is giving this consent on behalf of all users of all computers where the Software will be used under this license and Customer accepts full responsibility for informing all users and acquiring their fully informed, free and valid consent with processing of their personal information by the Software as described above. The collected information may be transferred to third parties or to other countries that may have less protective data protection laws than the country or region in which Customer is situated. AVAST takes measures to ensure that any collected information will receive an adequate level of protection if and when transferred.

AVAST reserves all rights to cooperate with any legal process, law enforcement request or government inquiry related to Customer's use of the Software. In connection therewith, AVAST may provide documents and information relevant to a subpoena or investigation, which may include disclosure of Customer's personal information.

Customer consents during the term of this Agreement and for one (1) year thereafter to (i) AVAST sharing information collected from Customer during purchase, installation or registration of the Software with AVAST's business partners and (ii) use of such information by AVAST and its business partners to present Customer with information that may be relevant to Customer, including product update newsletters and offers of software, services or other products.

Use of personal data such as Customer's credit card number, security code, billing address and other personal information that Customer provides to AVAST or its Service Partners in connection with the purchase of the Software may be covered under separate sales terms, as made available to Customer at the time of purchase.

## 6. REFUNDS

AVAST will refund the full amount paid for the Software license if (i) the refund request is received by AVAST within thirty (30) days of the date of purchase by Customer, (ii) Customer provides proof of purchase in the form



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of the original email receipt for the Software issued to Customer and (iii) AVAST (or its Service Partner) is able to locate Customer in their databases using the information provided by Customer.

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## 8. BROWSER MODIFICATIONS

The Software may install toolbar and/or a browser helper object on Customer's computer, which are used to fill and save forms in the browsers and to cause the browsers to perform automated logins.

## 9. INDEMNIFICATION

To the maximum amount permissible under applicable law, Customer shall indemnify and hold AVAST, its parents, subsidiaries, affiliates, officers, directors, employees, Service Partners and agents harmless from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with use of the online synchronization feature of the Software, including but not limited to liability arising out of or in connection with data transmitted or stored through the online feature in connection with Customer's account.

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OR DATA, INCURRED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF AVAST OR ANY OF ITS SERVICE PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL AVAST OR ITS SERVICE PARTNERS' OR LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE WHICH CUSTOMER PAID FOR THE APPLICABLE SERVICE PERIOD.

## 12. TERMINATION

The license to the Software under this Agreement is effective until terminated or upon expiration of the thirty (30) day free trial period, where applicable. Customer may terminate this Agreement at any time by uninstalling the Software and deleting all Software files.

License to the Software under this Agreement will terminate immediately without notice from AVAST or its Service Partners if Customer fails to comply with any provision of this Agreement, irrespective of any time that may be left in the Service Period of the Software. Upon termination or expiration of this Agreement, Customer must uninstall the Software, delete all Software files and destroy all copies of the Software in Customer's possession. The limitations of liability and disclaimers of warranty and damages contained herein shall survive termination of this Agreement. AVAST reserves the right to any other remedies available under law in the event Customer's breach of this Agreement adversely affects AVAST or its Service Partners or agents.

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## 14. GOVERNMENT CUSTOMERS

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## 15. MISCELLANEOUS

- A. Export Regulation:** Customer shall comply fully with all laws and regulations of the United States, the European Union and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof, are exported, directly or indirectly, in violation of Export Laws, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. If the Software has been rightfully obtained by Customer outside of the United States, Customer agrees not to re-export the Software nor any other technical data received, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Customer obtained the Software.
- B. Jurisdiction and Disputes:** This Agreement and use of the Software shall be governed by the laws of the State of California, excluding its conflicts of law rules. The courts located within the county of Santa Clara,



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California shall be the exclusive jurisdiction and venue for any dispute or legal matter arising out of or in connection with this Agreement or use of the Software and Documentation. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. In any litigation arising out of this Agreement or related to use or function of the Software, AVAST shall be entitled to all legal costs and attorneys' fees incurred in mediation, arbitration and suit and on appeal. Customer acknowledges and agrees that AVAST shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

- C. Severability and Waiver:** If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by AVAST.
- D. Complete Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the use of the Software and the related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of AVAST Software s.r.o.
- E. Contacting AVAST:** For any questions regarding this Agreement or to request any information from AVAST, please write to AVAST Software, Budejovicka 1518/13A, 140 00 Praha 4, Czech Republic; send e-mail to [support@avast.com](mailto:support@avast.com), call tel.: +420 274 005 777 or visit the support page at [www.avast.com/support](http://www.avast.com/support).