

End User License Agreement

Please read the terms and conditions of this End User License Agreement (“*Agreement*”) carefully before you use the Solution (as defined below). This is a legally binding contract with Avast Software s.r.o. (a company formed under the laws of the Czech Republic) in respect of Solutions branded “AVAST”, AVG Netherlands BV (a company formed under the laws of The Netherlands) in respect of Solutions branded “AVG”, or Privax Limited (a company formed under the laws of England and Wales) in respect of Solutions branded “HIDE MY ASS!” or “HMA!” (Avast Software s.r.o., AVG Netherlands BV and Privax Limited, as applicable, being individually “*Vendor*”). By assenting electronically, installing the Solution or using the Solution, you accept all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent or for whose Device you acquire Solutions from Vendor (collectively “*you*”). If you do not agree with the terms and conditions of this Agreement, do not continue the installation process and delete or destroy all copies of the Solution in your possession.

This Agreement relates to your use of certain software or services (including any upgrades or updates thereto) provided by Vendor (each, a “*Solution*”) and any related Documentation. In this Agreement, “*Documentation*” means any user manuals and instructions Vendor provides with the Solution; and “*Applicable Conditions*” means collectively the Subscription Term together with the types of Devices, Permitted Number of Devices, other limitations described by Section 2, the Documentation or the transaction documents under which you acquired the Solution. This Agreement supersedes and replaces any other agreement you previously entered into with respect to a prior version of the Solution.

Vendor may amend this Agreement at any time by notice provided to you in accordance with this Agreement, and your continued use of, or decision not to seek a refund for, any Solution at any point at least 30 days after the notice date will constitute your acceptance of the amendment of this Agreement. Vendor may require that you accept the amended Agreement in order to continue using Solutions you have previously purchased. If you decline to accept the amendment of this Agreement, Vendor may terminate your use of the affected Solutions, in which case you may obtain a refund of the Fees for the Solutions (prorated for the unexpired or unused portion of the Subscription Term) by following the instructions at https://www.avast.com/en-us/faq.php?article=AVKB24#idt_0440 (where Vendor is Avast Software s.r.o) or <https://support.avg.com/SupportArticleView?l=en&urlName=What-is-AVG-refund-policy> (where Vendor is AVG Netherlands BV) or <http://www.hidemyass.com/legal/refunds> (where Vendor is Privax Limited).

1. License

Vendor grants to you a non-exclusive license to use the Solution and the Documentation for the agreed period indicated in the Applicable Conditions, including any extensions or renewals (the “*Subscription Term*”), provided that you agree to the terms and conditions of this Agreement.

2. Permitted use of the Solution

2.1. You may install and use the Solution on, or to support, up to the agreed number (the “*Permitted Number of Devices*”) of mobile phones, smartphones, tablets, mobile network appliances, other mobile devices (each, a “*Mobile Device*”), personal computers, Internet-connected devices, or other device compatible with the Solution (each, including each Mobile Device, a “*Device*”) indicated in the Applicable Conditions exclusively:

2.1.1. In the case of Solutions that Vendor designates for corporate, commercial or business use (each, a “*Business Solution*”), by you or your affiliates (those entities controlling you, controlled by you or under common control with you) for internal business purposes. In the event of any such use of the Business Solution by your affiliates, you are responsible for your affiliates’ compliance with this Agreement, and a breach by an affiliate will be deemed a breach by you. Any obligations of Vendor under this Agreement will be owed solely to you and not your affiliates that use the Business Solution under this Agreement.

2.1.2. In the case of all other Solutions (each, a “*Consumer Solution*”), by you or members of your household for personal, noncommercial purposes.

2.2. You may also make one backup copy of the Solution.

2.3. Provided the Solution is configured for network use, you may install and use the Solution on one or more file servers for use on a single local area network for only one (but not both) of the following purposes:

2.3.1. Either permanent installation of the Solution onto a hard disk or other storage device for up to the Permitted Number of Devices, or

2.3.2. Use of the Solution over such single local area network, provided the number of different Devices on which the Solution is used does not exceed the Permitted Number of Devices.

2.4. YOUR USE OF THE SOLUTION OTHER THAN AS EXPRESSLY AUTHORIZED BY THIS SECTION OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOLUTION CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

3. Upgrades and updates

Vendor, from time to time during the Subscription Term and without your separate permission or consent, may deploy updates of, or replacements for, any Solution, and as a result of the deployment you may not be able to use the applicable Solution or Device (or certain functions of the Device) until the update is fully installed or activated. Updates will be deemed a part of the Solution for all purposes under this Agreement. Updates may include both additions to, and removals of, any particular features or functionality offered by a Solution or may replace it entirely, and Vendor will determine the content, features and functionality of the updated Solution in its sole discretion. Vendor or your Device is not required to offer you the option to decline or delay updates, but in any event you may need to download and permit installation of all available updates to obtain maximum benefit from the Solution. Vendor may stop providing support for a Solution until you have accepted and installed all updates. Vendor in its sole discretion will determine when and if updates are appropriate and has no obligation to make any updates available to you. Vendor in its sole discretion may stop providing updates for any version of the Solution other than the most current version, or updates supporting use of the Solution in connection with any versions of operating systems, email programs, browser programs and other software with which the Solution is designed to operate.

4. Ownership rights

4.1. The Solutions and Documentation are the intellectual property of Vendor and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Solution is being used. The structure, organization and code of the Solution are valuable trade secrets and confidential information of Vendor. To the extent you provide any comments or suggestions about the Solution to Vendor, you grant Vendor the right and license to retain and use any such comments or suggestions in our current or future products or services, without further compensation to you and without your approval of such retention or use.

4.2. Except as stated in this Agreement, your possession, installation and use of a Solution does not grant you any rights or title to any intellectual property rights in the Solution or Documentation. All rights to the Solution and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Vendor.

5. Restrictions

5.1. You may not copy or use the Solution or the Documentation except as set forth in Section 2 of this Agreement. You may not, and may not permit any third party to: (i) use any license number, username/password combination or other authorization code or number supplied by Vendor in connection with any Solution on or for more than the number of Devices specified by the Applicable Conditions; (ii) disclose any license number, username/password combination or other authorization code or number to any party other than Vendor or Vendor designated

representatives; (iii) except as expressly authorized by law, (A) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any Solution or any portion of the Solution (including without limitation any related malware signatures and malware detection routines), or (B) change, modify or otherwise alter any Solution (including without limitation any related malware signatures and malware detection routines); (iv) publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense any Solution; (v) except as expressly authorized by this Agreement or the Applicable Conditions, use any Solution to manage the facilities of a third party or grant any third party access to or use of any Solution on a service bureau, timesharing, subscription service or application service provider or other similar basis; (vi) use any Solution to provide or build a product or service that competes with the Solution; (vii) use any Solution in a manner that violates Vendor's published acceptable use policy; (viii) use or attempt to use any Solution 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 Solution; (ix) gain or attempt to gain unauthorized access to any Solution 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; (x) test or benchmark, or disclose or publish testing or benchmark results, for any Solution without Vendor's prior written consent; or (xi) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the installation or use of copies of any Solution.

5.2. Certain Solutions grant you or another user administrative privileges that, among other things, may allow the administrator to monitor other Devices and/or the status of Solutions deployed on other Devices, including for example subscription status, Solution notifications and messages. You represent and warrant that you will exercise administrator privileges only with respect to Devices and Solutions for which you are authorized and for no other purpose. You also represent and warrant that you have the authority to accept this Agreement, and install the Solution on the Devices, on behalf of owners and users of those administered Devices, and hereby accept this Agreement on their behalf.

5.3. Certain Solutions may enable you to publish or share publicly with others content you have generated or obtained from other sources ("*User Content*"). You retain any and all intellectual property rights you already hold under applicable law in User Content you publish or share through the Solution, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of others in any User Content that you may use or modify. You grant to Vendor, a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever, all or any portion of the User Content you publish or share through a Solution (and derivative works thereof), solely for the purpose of providing the Solutions to you under this Agreement. Each time you publish or share any User Content, you represent and warrant that you are at least the age of majority in the state in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is

depicted in or contributed to any User Content you publish or share, and that, in regard to that User Content: (i) you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to publish and share the User Content and grant Vendor the right to use it as described in this section, all without any Vendor obligation to obtain consent of any third party and without creating any obligation or liability of Vendor; (ii) the User Content is accurate; (iii) the User Content does not and, as to Vendor's permitted uses and exploitation set forth in this Agreement, will not infringe any intellectual property or other right of any third party; and (iv) the User Content will not violate this Agreement or cause injury or harm to any person.

6. Limited warranty; disclaimers and exclusion of liability

6.1. Subject to the remainder of this Section 6, Vendor warrants to you that the Solution will perform, or will be performed, substantially in accordance with the Documentation for a period of thirty (30) days following your initial receipt of the Solution. To make a warranty claim, you must follow the instructions provided by the source from which you purchased the Solution. If the Solution does not perform substantially in accordance with the Documentation, the entire and exclusive liability of Vendor and its distributors and agents and your sole and exclusive remedy will be limited to, at Vendor's option, either: (i) replacement of the Solution; or (ii) return of the Solution for a refund of the fees and charges you paid for the Solution (the "*Fees*"). This warranty applies only to the Solution as originally delivered, and does not apply to updates or defects caused by the combination, operation or use of the Solution with software, hardware or other materials not provided by Vendor, or by Devices, software, or other materials that do not conform to Vendor requirements set forth in the Documentation.

6.2. VENDOR AND ITS DISTRIBUTORS AND AGENTS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING ANY SOLUTION OR DOCUMENTATION. THE REMEDY IN THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES FOR VENDOR'S OR ITS DISTRIBUTORS' OR AGENTS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOLUTION IS PROVIDED "AS IS" AND VENDOR AND ITS DISTRIBUTORS AND AGENTS 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, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE SOLUTIONS WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT THE SOLUTIONS WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF

SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

6.3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL SOLUTIONS PROVIDED TO YOU WITHOUT FEES (INCLUDING SOLUTIONS PROVIDED AS “FREE,” “TRIAL” OR “BETA” SOLUTIONS) ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS,” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT SUPPORT OR OTHER SERVICES BY VENDOR.

6.4. Vendor disclaims all liability for the Solution, including any loss or liability resulting from lost or compromised data caused by the Solution. Vendor does not make any warranty that your data will be stored safely or securely. The Solution may make changes to your Device that may adversely affect its functionality, such as deleting system or application files identified (correctly or incorrectly) by the Solution as infected. You acknowledge and agree to such changes to your Device that may occur as a result of your use of the Solution. The Solution is not fault-tolerant and as such is not designed for use in hazardous environments requiring fail-safe performance.

6.5. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL VENDOR OR ANY COMPANY THAT CONTROLS, IS CONTROLLED BY OR UNDER COMMON CONTROL WITH VENDOR (COLLECTIVELY, THE “*VENDOR GROUP*”) OR THEIR RESPECTIVE AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, RESELLERS, WIRELESS CARRIERS OVER WHOSE NETWORK THE SOLUTION IS PROVIDED OR OTHER BUSINESS PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY, OR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) INCURRED FOR LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY DEVICE OR SOLUTION (INCLUDING BUT NOT LIMITED TO, THE SOLUTION), COSTS OF PROCURING SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT OR THE SOLUTION PROVIDED HEREUNDER, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO MEMBER OF THE VENDOR GROUP WILL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION, INADVERTENT DISCLOSURE OR LOSS OF DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH A SOLUTION REGARDLESS OF THE CAUSE. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE WILL VENDOR’S, ANY MEMBER OF VENDOR GROUP, OR THEIR DISTRIBUTORS’ OR AGENTS’ LIABILITY FOR ANY DAMAGE EXCEED THE GREATER OF FIVE U.S. DOLLARS (US\$5.00) OR THE AMOUNT OF THE FEES YOU PAID FOR THE SOLUTION FOR THE APPLICABLE SUBSCRIPTION TERM.

6.6. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY OF VENDOR, MEMBERS OF VENDOR GROUP, AND THEIR DISTRIBUTORS AND AGENTS DO NOT

LIMIT THEIR POTENTIAL LIABILITY FOR DEATH, PERSONAL INJURY OR FRAUD BEYOND THE EXTENT PERMITTED BY APPLICABLE LAWS.

7. Privacy; processing of personal information

7.1. You acknowledge and agree that the Solution may communicate automatically with Vendor's cloud-based technology to function, and to make the Solutions and other Vendor products and services more effective. You may withdraw your consent to such communication only by uninstalling the Solution.

7.2. Vendor processes certain information and data (which may include personally identifiable information and/or personal data) relating to: (i) the user of the Solution and/or any Device which uses the Solution; (ii) the Solution and/or any Device which uses the Solution; in accordance with the Vendor's privacy policy at www.avast.com (where Vendor is Avast Software s.r.o), www.avg.com (where Vendor is AVG Netherlands BV) or www.hidemyass.com (where Vendor is Privax Limited).

8. Termination

This Agreement will immediately terminate upon your breach of any obligation contained herein (including any breach of your obligations in Sections 2, 5 or 9 which will result in forfeiture of any rights you may have to receive updates to the Solution or a refund of Fees). Vendor reserves the right to any other remedies available under law in the event your breach of this Agreement adversely affects Vendor or its distributors or agents. The limitations of liability and disclaimers of warranty and liability for damages contained herein will survive termination of this Agreement. No provision hereof will be deemed waived unless such waiver will be in writing and signed by Vendor. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

9. U.S. Government restricted rights

All Solutions qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such Solutions and related Documentation with only those rights set forth herein that apply to non-governmental customers. Use of such Solutions and related Documentation constitutes agreement by the government entity that the computer software and computer software documentation is commercial, and constitutes acceptance of the rights and restrictions herein.

10. Export controls

You must comply with all applicable U.S. and international laws governing export and re-export of the Solutions, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing: (i) you represent that you are not a member of any of the denied person list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export the Solution to territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold Vendor harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section 10.

11. Binding Arbitration Agreement and Class Action Waiver

11.1. This Section 11 applies to any Dispute arising from or related to a Solution or this Agreement and involving you and any Vendor Group company. “*Dispute*,” for purposes of this Section 11, means any dispute, action, or other controversy regardless of the particular cause of action(s) asserted (i.e., it encompasses, among any other potential cause of action or legal basis, claims for breach of contract, fraud, and violation of statute or regulation).

11.2. In the event of a Dispute, you must provide Vendor with a notice of Dispute, which is a written statement of the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by email to Vendor at legal@avast.com (stating Subject: Section 11 Notice of Dispute Under EULA).

11.3. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

11.4. If you and Vendor do not resolve any Dispute by informal negotiation, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration governed by the United States Federal Arbitration Act (“*FAA*”), 9 U.S.C. § 1 et seq. Except as provided in below, you are giving up the right to litigate (or participate in litigation as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral

arbitrator, whose decision will be final except for a limited right to judicial review under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

11.5. The arbitration requirement of this Section 11 is subject to the following exceptions:

11.5.1. You may litigate any Dispute in small claims court, in the county or other similar political subdivision in which you reside, if the Dispute meets all requirements to be heard in the small claims court. If you initiate a claim in small claims court, you are responsible for all court costs and fees.

11.5.2. All Disputes concerning any alleged misappropriation of your or Vendor's intellectual property will be resolved in court.

11.5.3. If you live in the European Union and you purchased the Solution from a Vendor Group company based in the European Union, you may be entitled to address your Dispute through an internet platform for online dispute resolution established by the European Commission (the "ODR Platform"). The ODR Platform is intended to facilitate out-of-court resolutions relating to online purchases of goods and services between consumers and traders based in the European Union. You will find the ODR Platform by following this link:

<http://ec.europa.eu/consumers/odr/>.

11.6. Any arbitration will be administered by the American Arbitration Association (the "AAA") in accordance with the AAA's "Consumer Arbitration Rules" effective September 1, 2014, including the "Costs of Arbitration (Including AAA Administrative Fees)" effective September 1, 2014 (collectively, the "Consumer Procedures") and will be subject to the following:

11.6.1. The Consumer Procedures provide for certain fees, specifically allocating some to the consumer (you) and others to the business (Vendor). If your claim is US\$75,000 or less, Vendor will pay all of those specified fees and costs, including those allocated to the consumer. Vendor does not agree to bear any other costs. If your claim is more than US\$75,000, the Consumer Procedures will govern payment.

11.6.2. Except as provided in below, the AAA's Consumer Procedures will be applied to any Dispute between the parties. However, pursuant to Consumer Arbitration Rule R-1(e), a party may raise the proper application of the Consumer Arbitration Rules to an arbitrator for a final decision. This Agreement governs to the extent it conflicts with the Consumer Procedures. You will commence arbitration only in the county or other similar political subdivision in which you reside. The arbitration proceedings will be conducted by conference call. However, if the proceedings are conducted pursuant to the AAA Consumer Procedures, the arbitrator(s) will have the discretionary authority to require a face-to-face hearing upon the request of a party.

11.6.3. You and Vendor agree that the use of the AAA to administer arbitration is not integral to the parties' agreement to arbitrate Disputes. If the AAA will not or cannot conduct an arbitration, you and Vendor will negotiate in good faith to agree on a sole arbitrator who will resolve the Dispute as provided in the Consumer Procedures. If the parties cannot agree on an arbitrator, a

court of competent jurisdiction may appoint an arbitrator, who will follow the AAA's Consumer Procedures.

11.6.4. If one or more parts of this Section 11 are found to be illegal, invalid or unenforceable as to all or some parts of a Dispute, then, and only in that circumstance, those parts will be severed and the Dispute will be resolved subject to all remaining parts of this Section 11 and all other provisions of this Agreement. If such severance results in all or some parts of a Dispute proceeding in a court of law, exclusive jurisdiction for any such court proceeding will be the courts sitting in the county of Santa Clara, California. For purposes of any such court proceeding, you consent to, and will not challenge, the California courts' personal jurisdiction over you, and you further waive objection based upon improper venue or forum non conveniens and will not seek transfer to another district or jurisdiction.

11.7. Notwithstanding the preceding paragraphs, if you purchased a Solution for other than personal or household use, the arbitration proceedings, including the payment of costs, will be administered in accordance with the AAA's Commercial Arbitration Rules (the "*Commercial Procedures*"). The Commercial Procedures are appropriately applied to any Dispute between the parties, and you will not advocate otherwise in any proceeding. However, this Agreement governs to the extent it conflicts with the Commercial Procedures.

12. Governing law

The laws of the State of California, excluding its conflicts of law rules, govern this Agreement and your use of the Solution and the Documentation. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13. General

13.1. Complete Agreement. This Agreement is the entire agreement between you and Vendor relating to your use of the Solutions and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your use of the Solutions or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict will control in the following order: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

13.2. Notice. Vendor may at any time deliver any notice to you via electronic mail, pop-up window, dialog box or other means, even though in some cases you may not receive the notice unless and until you launch a Solution. Any such notice will be deemed delivered on the date Vendor first makes it available through a Solution, irrespective of when you actually receive it.

13.3. Choice of Law. The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement will be governed by the laws of the State of California, U.S. excluding its conflict of laws principles.

13.4. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

13.5. Severability. Should any provisions of this Agreement be deemed illegal, invalid or unenforceable under any applicable laws and regulations, all other provisions of this Agreement will remain in full force and effect.

13.6. Impossibility. Vendor will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of any Vendor Group companies or their agents, licensors, representatives, suppliers, distributors, resellers and other business partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting Vendor, any member of Vendor Group or their suppliers, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond Vendor's reasonable control.

13.7. Waiver. The failure of either party to insist on the strict performance of any of the terms, conditions and provisions of this Agreement will not be construed as a waiver or relinquishment of future compliance with the Agreement, and the terms, conditions and provisions of this Agreement will remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party will be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party will not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

13.8. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement at any time in its sole discretion without any prior written consent by you.

13.9. Construction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

13.10. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of you and Vendor and the other Vendor Group companies, and their respective agents, licensors,

representatives, suppliers, distributors, resellers and other business partners. No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary hereof.

13.11. Language. This Agreement was originally prepared in the English language. Although Vendor may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy.

13.12. Internet connection. Certain Solutions may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.

13.13. Product names. Vendor reserves the right to change the name of its Solutions in its sole discretion from time to time.

13.14. Contact Information. Vendor may be contacted as follows:

13.14.1. With respect to CloudCare or Managed Workplace, in accordance with the instructions posted at www.avg.com/support; and

13.14.2. If you have any questions regarding this Agreement or wish to request any information from Vendor, please write to Avast Software s.r.o., Piktova 1737/1a, Prague 4, Postal Code 140 00, Czech Republic, e-mail: support@avast.com, tel.: +420 274 005 777 or visit our support page at www.avast.com/support.

14. Special Terms

The following special terms apply to certain Solutions. If these special terms conflict with the remainder of the Agreement, these special terms will govern with respect to the applicable Solutions.

14.1. Third Party Software, Services and Other Products

Some Solutions offer you the opportunity to acquire software, services and other products supplied by third parties. You acknowledge that the applicable third party is solely responsible for its offerings and Vendor makes no representations or warranties concerning those offerings and accepts no liability with respect to them, and if you acquire or use any of these third party offerings, the offerings and your use of them will be governed by any license agreements, terms of use, privacy policies and/or other terms and conditions required by the third party.

14.2. Browser Cleanup

When you install and use Browser Clean Up add-on (“BCU”), you authorize BCU to change your existing browser setting to the new browser setting.

14.3. Mobile Apps

This Section 14.3 applies to Solutions intended for use on Mobile Devices.

14.3.1. For Solutions downloaded from Google Play (<http://play.google.com>), the license granted by this Agreement is in lieu of any rights to use a Solution that would otherwise be granted by the default terms for applications downloaded from the Google Play Store.

14.3.2. For Solutions downloaded from the Apple App Store, the following terms apply:

(a) The licenses granted this Agreement are limited to a non-transferable license to use the Solution on any iPhone, iPod Touch or other Apple-powered Device that you own or control and as permitted by the Usage Rules set forth in the Apple App Stores Terms of Service, available online at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> or through such sites and other means made available to you by Apple.

(b) This Agreement is concluded solely between the parties, and not with Apple. Vendor, not Apple, is solely responsible for the Solutions and the content thereof.

(c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Solution.

(d) If the Solution fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Solution to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Solution, and that, as between you, Vendor and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Vendor's sole responsibility.

(e) Vendor, not Apple, is responsible for addressing any claims by you or any third party relating to the Solution or your possession and/or use of that Solution, including, but not limited to: (i) product liability claims; (ii) any claim that the Solution fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(f) In the event of any third party claim that the Solution or your possession and use of that Solution infringes that third party's intellectual property rights, Vendor, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(g) You must comply with any applicable third party terms when using the Solution. For example, for a VOIP Solution, you must not violate your wireless data service agreement when using the Solution.

(h) Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and, on your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be

deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

14.3.3. For Solutions downloaded from the Amazon Appstore, Amazon may designate certain customer terms of use for the Amazon Appstore as “*Default EULA Terms.*” Those Default EULA Terms will apply to your use of Solutions you buy through the Amazon Appstore. The Default EULA Terms will specify, among other things, that Vendor is the licensor of the Solution and Amazon is not a party to this Agreement. If there are any conflicts between the Default EULA Terms and this Agreement, then to the extent of such conflict the Default EULA Terms will control. Amazon does not have any responsibility or liability related to compliance or non-compliance by Vendor or you with the Default EULA Terms.

14.4. WiFi Finder

WiFi Finder enables its users to assist other users to obtain internet access through sharing of data about WiFi networks. If you opt to share your data about your WiFi networks with other users, you are solely responsible for ensuring that you are not violating any third party rights relating to such WiFi networks. Vendor does not in any way assume responsibility for your compliance with terms and conditions applicable to the use of any networks whose data you have shared.

14.5. CloudCare and Managed Workplace. This Section 14.5 applies to the extent the Applicable Conditions authorize you to use CloudCare or Managed Workplace in providing MSP Services to third parties.

14.5.1. As used in this Section 14.5:

- (a) “*AVG Business Service*” means HD Services and/or NOC Services as the context requires.
- (b) “*Customer*” means a third party to whom you provide or wish to provide MSP Services.
- (c) “*HD Services*” means the helpdesk services Vendor or its third party supplier provides to you for the benefit of one or more Customers, in each case as described in the Documentation as Vendor may modify the same from time to time.
- (d) “*MSP Services*” means the managed service you provide your Customers using the Solutions (including as applicable AVG Business Services).
- (e) “*NOC Services*” means remote Device monitoring and management services Vendor or its third party supplier provides to you for the benefit of one or more Customers, in each case as described in the Documentation as Vendor may modify the same from time to time.
- (f) “*Service Agreement*” means an agreement between you and a Customer that, among other things, clearly describes the services you have agreed to provide the Customer.

14.5.2. Vendor, subject to the provisions of this Agreement, grants you a limited, non-exclusive, non-transferable license (with no rights to sublicense) during the Subscription Term to use the relevant Solutions (including as applicable AVG Business Services) to provide MSP Services to your Customers.

14.5.3. Vendor, subject to the terms and conditions of this Agreement, will provide you with Solutions (including as applicable AVG Business Services) for the benefit of your Customers.

14.5.4. You, subject to the terms and conditions of this Agreement, will:

(a) Require that: (i) each Customer (including you, to the extent applicable) receiving a Solution execute or otherwise bind itself to the then-current version of this Agreement; and (ii) each Customer to whom you have agreed to provide Solutions execute or otherwise bind itself to a Service Agreement. Without limiting the foregoing, you may accept the EULA on the Customer's behalf only to the extent the Customer has expressly authorized you to do so in the Service Agreement or otherwise. The Service Agreement will: (i) contain provisions at least as protective of Vendor's interests as this Agreement; and (ii) expressly authorize you and Vendor to reproduce, transmit, store and process the Customer's data and information in the performance of services.

(b) As between Vendor and you, be solely responsible for: (i) performing your obligations under the Service Agreement; (ii) ensuring that you and all Customers comply with all applicable laws concerning the monitoring of employees and other third parties and their respective Devices; (iii) performing the tasks and obligation assigned to you and Customers by the Agreement, Applicable Conditions and Documentation; and (iv) on the expiration or termination of the applicable Service Agreement, terminating service provision and removing or causing the Customer to remove any Solution from any Devices on which it is installed.

14.6. Assurance Plan. This Section 14.6 applies to Assurance Plans.

14.6.1. "*Assurance Plan*" means a service under which Vendor's technician (an "*Associate*"), in exchange for a separate subscription fee, will assist you to remove viruses or other malware that infects your protected Device during the Subscription Term. Assurance Plans are sold together with certain Vendor antivirus Solutions or other security Solutions (each, a "*Security Solution*"), and supplement the protections offered by the Security Solution.

14.6.2. If you request Vendor's assistance under the Assurance Plan, and if you and your Device qualify for assistance under Section 14.6.3, Vendor will use commercially reasonable efforts to assist you to remove the viruses or other malware affecting your Device. You hereby acknowledge, accept and agree that Vendor's efforts may not be enough to remove certain viruses or other malware from your Device, and that Vendor, in the course of providing service, may alter, delete or corrupt data on your Device, change Device settings, or otherwise interfere with the proper operation of your Device.

14.6.3. The Assurance Plan covers: (i) only the Device for which you purchased the related Security Solution, and may not be transferred to another Device; and (ii) only viruses and other

malware infecting the Device during the Subscription Term, after you downloaded and installed the Security Solution on the Device, and while the Security Solution was running with up-to-date malware definitions. Vendor may terminate the Assurance Plan without notice if it determines in its sole business judgment that you have requested or received service under the Assurance Plan for a Device not covered by the Assurance Plan, transferred or attempted to transfer the Assurance Plan to another person or entity, or otherwise breached the terms of the Assurance Plan.

14.6.4. Vendor, in providing assistance under the Assurance Plan, may require remote access to your Device, and/or may require that you install Assistance Software (as defined below), in which case you acknowledge and agree that that Section 14.8 applies. If you cannot or do not download and install the Assistance Software on the Device or follow Vendor's or Associate's other instructions, or if Vendor determines your Device does not qualify for support under the Assurance Plan, Vendor will not provide service under the Assurance Plan. Vendor may (but is not required to) refer you to a service under which Vendor or its subcontractor, for a fee, will provide assistance.

14.7. Premium Technical Support. This Section 14.7 applies to Avast Total Care, AVG Premium Tech Support, AVG Go and other technical support services (each, "*Premium Technical Support*") that Vendor sells separately from its software Solutions, and through which Vendor may help you install, configure or troubleshoot any of a variety of software products and/or equipment or systems, including a PC, Mac, tablet, mobile phone or any other personal computing device, wireless router, cable modem or other router, printer, digital camera, game console, media player, Smart TV, DVD/Blu-Ray player.

14.7.1. The Associate, in providing Premium Technical Support, will use commercially reasonable efforts to assist you with the problems you are experiencing but, due to the variety and the complexity of technologies available on the market, the Associate may not be able to resolve your issues. This may include, for example, problems that arise as a result of software or hardware errors not yet resolved by the manufacturer, or problems related to the equipment configuration that makes it impossible or unreasonably difficult for the Associate to properly diagnose and solve the issue. As a result, you hereby acknowledge and agree that Vendor's efforts may not be enough to solve the issues you identify, or that those issues will not be solved in a timely manner.

14.7.2. The Associate, in providing Premium Technical Support, may require remote access to your Device, and/or may require that you install Assistance Software, in which case you acknowledge and agree that that Section 14.8 applies. If you cannot or do not download and install the Assistance Software on the Device or follow Vendor's or Associate's other instructions, or if Vendor determines your Device does not qualify for support under the Premium Technical Support subscription, Vendor will not provide Premium Technical Support.

14.8. Remote Access; Assistance Software

14.8.1. *Remote Access.* Vendor or an Associate, when providing services under the Assurance Plan, as part of Premium Technical Support or in connection with other services, may need to

remotely connect to, and take control of, your equipment in order to resolve the issues that you are experiencing. In connection with this remote connection session:

(a) The Associate may need to run various scripts on your equipment, make changes to its configuration, install and uninstall software, and make other changes to the equipment and/or software settings of such equipment as may be necessary to address your issues. You understand that the Associate may, but is not obligated to, install and remove various proprietary or third party software tools where the Associate deems it necessary to assist you with the issues that you are experiencing. Elements of such software are protected by law, including copyright.

(b) You acknowledge and agree that, by authorizing the Associate to establish a remote connection session, you grant Vendor (and partners and contractors acting on Vendor's behalf) full or limited access to your equipment, software and network (depending on your equipment, software and network configuration), and authorize Vendor to make such modifications as described above or as otherwise advised by the Associate during delivery of the Solution. You acknowledge and agree that the Associate, or you acting on the Associate's direction may alter, delete or corrupt software or data on your equipment, change equipment, software or network settings, or otherwise interfere with the proper operation of your equipment, software or network.

(c) You acknowledge and agree that the Associate may have access to any information stored on your Device. Associates are trained not to access more information than absolutely necessary to resolve the issues for which you are requesting the Associate's support. You must nevertheless remain in front of your Device screen to observe the actions of the Associate while he or she delivers the Solution on your Device. You will have the opportunity to end the live support session at any time by advising the Associate or disconnecting the remote connection session.

14.8.2. *Assistance Software.*

(a) Vendor or an Associate, as a condition to providing services under the Assurance Plan, Premium Technical Support or other services, may instruct you to download and install on the Device a software program (the "*Assistance Software*") allowing the Associate to gain remote access to your Device, gather information about the Device and its operations, diagnose and repair the problem, and change Device settings. You may also need to follow other instructions given by the Vendor or an Associate.

(b) If you or an Associate install Assistance Software on a Device, that Assistance Software:

(i) May require that you activate it on your Device. If you do not complete the activation process within the period of time requested by the Associate or as prompted by the Assistance Software, the Assistance Software may cease to function until the activation is complete.

(ii) May communicate with Vendor's (or its partner's or contractor's) servers on a regular basis to (i) ensure that you receive all the services and software you are eligible to as part of your Solution, (ii) enable you to promptly launch a chat session with an Associate as part of your Solution, or (iii) give you access to certain self-service tools as part of your Solution.

(iii) May by default constantly run on your Device and perform various background tasks that help maintain your Device in working condition. When running, it may collect various data regarding your Device, including its technical specifications, information regarding its operating system, downloaded and/or installed software, updates and upgrades, the availability and the status of your security software, backups and firewalls, various unique identifiers, system and software error messages, network connections status, connected peripherals and other connected devices, and similar such information and data. This information helps Vendor to prevent many common issues that you may be experiencing, and also to quickly identify problems for which you may be requesting Vendor's support.