

***IMPORTANT: READ THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN AVG TECHNOLOGIES CY, Ltd. (“AVG TECHNOLOGIES”) AND YOU (ACTING AS AN INDIVIDUAL OR, IF APPLICABLE, ON BEHALF OF THE INDIVIDUAL OR ENTITY ON WHOSE COMPUTER THE SOFTWARE IS INSTALLED). IF YOU CLICK THE “ACCEPT” OPTION OR INSTALL THE SOFTWARE PRODUCT ACCOMPANYING THIS AGREEMENT (THE “SOFTWARE”) YOU WILL BE BOUND BY THIS AGREEMENT. You are not required to accept these terms but, unless and until you do, the Software will not install and you will not be authorized to use the Software.***

If you do not wish to agree to these terms, please click “**DO NOT ACCEPT**” and obtain a refund of the purchase price as follows:

- If you purchased a download, follow the instructions on the confirmation email you received in connection with the purchase. Please allow thirty (30) days for the credit to be applied to your account.
- For all other purchases, destroy all copies of the Software you may have made (including archival copies) and return the Software in its original package, along with your receipt, to the point of purchase.

***NOTICE: THE SOFTWARE MAY CONTAIN A “TIME OUT’ FEATURE THAT WILL RENDER THE SOFTWARE INOPERATIVE AT THE END OF THE TERM (AS DEFINED BELOW).***

## **END USER SOFTWARE LICENSE AGREEMENT**

### **1. License Grant; Related Provisions.**

a. Grant of License. AVG Technologies, subject to the terms and conditions of this Agreement, hereby grants to you a non-exclusive and non-transferable license during the Term to use the Software only in executable or object code form solely for your personal or internal business purposes. This license authorizes you to use the Software on or in conjunction with up to (i) the number of computers specified by your order for the Software, or (ii) in the case of Software purchased on a CD or other physical medium, the number specified on the Software package, or (iii) if you received the Software in combination with other hardware or software, solely in conjunction with such other hardware or software.

b. Limitations. You shall not, and shall not permit any third party to, (i) duplicate the Software for any purpose other than as reasonably necessary to use the same as contemplated by this Agreement and for off-line archival and disaster recovery purposes, (ii) except for temporary transfer in the event of computer malfunction, install the Software on a second computer, (iii) use any license number supplied by AVG Technologies (each, a “License Number”) in connection with more than one (1) copy of the Software at any time, (iv) disclose any License Number to any party other than AVG Technologies or, as required to obtain support services in respect of the Software, AVG Technologies’ designated representatives, (v) publish the Software or any License Number or use the same other than for the purposes described in Section a of this Agreement, (vi) except as expressly authorized by law, reverse engineer, disassemble,

decompile, translate, reconstruct, transform or extract the Software or any portion of the Software (including without limitation any related malware signatures and malware detection routines), (vii) except as expressly authorized by law, change, modify or otherwise alter the Software (including without limitation any related malware signatures and malware detection routines), (viii) transfer, pledge, rent, share or sublicense the Software other than in connection with the sale, lease, rental or other transfer of the computer on which it is initially installed, (ix) grant any third party access to or use of the Software on a service bureau, timesharing, subscription service or application service provider or other similar basis, or (x) 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 the Software.

c. Updates. AVG Technologies, from time to time during the Term, may provide updates to the Software and/or the malware signatures included therein (each, an “Update”). Updates will be deemed Software for all purposes under this Agreement. You acknowledge that you must routinely download and permit installation of Updates in order to obtain maximum benefit from the Software. In no event shall AVG Technologies be obligated to provide you with Updates following the expiration or termination of this Agreement, and in its sole discretion may terminate updates for any version of the Software other than the most current version, or for use of Software in connection with versions of any third party operating systems, email programs, browser programs and other software other than the most current version.

d. Customer Comments. AVG Technologies welcomes your comments concerning the Software, including notice that you have experienced a Software failure, error or other malfunction and suggestions for additional or different features and functions. Please send us your comments and suggestions using the web form located at <http://www.avg.com/ww.customer-feedback>. AVG Technologies shall have no obligation to respond or act on to any such comments or suggestions, but you grant AVG Technologies a perpetual, irrevocable, fully paid-up, royalty-free, worldwide right and license under your intellectual property rights (if any) to implement your comments and suggestions in the Software and other products and services offered by AVG Technologies, its affiliates, and their respective licensors, licensees, successors and assigns.

## 2. Term, Termination.

a. Term. The initial term of this Agreement will commence on the date you download or otherwise acquire the Software, and will continue (i) for the term you specified in your order for the Software, or (ii) if you purchased the Software on CD or other physical medium, on the Software package, or (iii) if you received the Software in combination with other hardware or software, the term specified by your supplier. If renewal terms are available, AVG Technologies may provide notice offering you the opportunity to purchase renewals at the then-current renewal price. The initial term and any renewals purchased are referred to in this Agreement as the “Term”.

b. Termination. AVG Technologies, in addition to such other rights may be available at law or equity, shall be entitled to terminate the license granted by this Agreement without liability (i) for convenience on five (5) days’ prior notice, provided that AVG Technologies shall, in its sole discretion, either refund to you the license fees you paid in respect

of the then-current initial term or renewal term., prorated over the applicable term, or grant license for substantially similar product for the remainder of the Term, or (ii) for cause at any time without notice if you commit a material breach of this Agreement.

c. Effect of Termination. On the expiration or termination of this Agreement, you will cease using the Software, AVG Technologies may cease making Updates available to you, and *the Software may cease functioning*. Sections b, d, 3, 4, 5 and 6 will survive the expiration or termination of this Agreement.

3. Ownership. AVG Technologies reserves all rights in the Software not expressly granted by this Agreement. All copyrights, trademarks and other conceivable intellectual property rights in and to the Software (including, but not limited to, malware signatures and other data files, images appearing in the Software and screen displays as well as any and all documentation relating to the Software) are owned by AVG Technologies or its licensors, and are protected by United States and foreign copyright laws, international treaties and other applicable laws. Any copy of the Software you are allowed to make pursuant to this Agreement must contain the entire copyright and other notices included with the original copy of the Software.

4. Warranties.

a. General. AVG Technologies warrants, that on delivery of the Software and for a period of thirty (30) days thereafter, that the medium (if any) on which the Software is delivered will be free of material defects, and that the Software will perform substantially in accordance with the applicable specifications. The foregoing warranty applies only to the Software as originally delivered, and does not apply to Updates. Your sole and exclusive remedy for breach of this Warranty is replacement of the defective media or Software or, at AVG Technologies' option, return of the Software for a full refund. In order to exercise your rights under this Section 4, you must deinstall and destroy all copies of the Software you may have made (including all archival copies), and (i) if you purchased the Software by download, follow the instructions on the confirmation email you received in connection with the purchase, or (ii) for all other purchases, return the Software in its original package, along with your receipt, to the point of purchase.

b. Beta Versions. Notwithstanding the provisions of Section a, THE PROVISIONS OF THIS SECTION 4.b APPLY IN PLACE OF SECTION 4.a IF (AND ONLY IF) THE SOFTWARE IS A "BETA TEST" VERSION. In view of the evaluation nature of Software, Software is provided on an "as is", "as available" basis, without warranty and without support or other services by AVG Technologies. YOU AGREE TO USE THE AVG BETA SOFTWARE STRICTLY FOR THE PURPOSES OF EVALUATION AND TESTING, AND THAT YOUR RELIANCE ON THE AVAILABILITY OR ACCURACY OF THE AVG BETA SOFTWARE SHALL BE ENTIRELY AT YOUR OWN RISK.

c. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED BY SECTION a OF THIS AGREEMENT, AVG TECHNOLOGIES DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, MEDIA AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY

OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF NONINFRINGEMENT. AVG TECHNOLOGIES DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE SOFTWARE WILL PROVIDE 100% PROTECTION. Some jurisdictions do not allow limitations on an implied warranty, so the above limitations may not apply to you. You may have other rights that vary from jurisdiction to jurisdiction.

d. Hazardous Environments. You acknowledge that the Software is not designed or licensed for use in hazardous environments, including without limitation operation of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, life support or weapons systems and any other environment in which bodily injury or death could result from failure of or inability to use the Software. Without limiting the provisions of Sections b and c of this Agreement, AVG Technologies and its licensors hereby disclaim any express or implied warranties of fitness for such uses.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AVG TECHNOLOGIES OR ITS SUPPLIERS OR RESELLERS 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 (INCLUDING, WITHOUT LIMITATION, DAMAGES INCURRED FOR LOSS OF BUSINESS PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY COMPUTER OR SOFTWARE INCLUDING THE SOFTWARE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE SOFTWARE PROVIDED HEREUNDER, EVEN IF AVG TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AVG TECHNOLOGIES' LIABILITY RELATED TO THE SOFTWARE EXCEED THE LESSER OF THE FEES YOU ACTUALLY PAID FOR THE SOFTWARE AND AVG TECHNOLOGIES' SUGGESTED RETAIL PRICE FOR THE SOFTWARE AS OF THE DATE YOU RECEIVED IT. THE FOREGOING LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Miscellaneous.

a. Notice. AVG Technologies may deliver any notice to you via pop-up window, dialog box or other means, even though you may not receive the notice unless and until you launch the Software. Any such notice will be deemed delivered on the date AVG Technologies first makes it available through the Software, irrespective of when you actually receive it.

b. Privacy.

You acknowledge that AVG Technologies collects and sends to AVG Technologies certain information regarding the users of the Software, including certain personally identifiable information as well as certain information from the user's computer, including (i) certain information about your computer software and hardware such as your IP address, operating system, Web browser software and version, (ii) data concerning potential malware threats to your computer and the target(s) of those threats, including the file names,

cryptographic hash, vendor, size, date stamps, information about your computer's system checkpoints, which may include path, file and application names, (iii) copies applications or programs that are deemed malicious as well as information concerning the behaviors they manifested to be detected as malicious and application settings and configurations, such as associated registry keys, and (iv) information about applications that were wrongfully classified as malicious, meaning that they were allowed to run by the user after detection. You hereby consent to AVG Technologies' collection and use of such information, and agree that AVG Technologies' collection and use of such information will be governed by AVG Technologies' Privacy Policy, currently published at [www.avg.com](http://www.avg.com), as AVG Technologies may revise the same from time to time.

c. U.S. Government License. Any Software provided to the U.S. Government is provided with the commercial license rights and restrictions described elsewhere herein. AVG Technologies reserves all unpublished rights under the United States copyright laws.

d. Complete Agreement. This Agreement constitutes the complete Agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.

e. Amendments, Waiver. This Agreement may be modified or changed in whole or in part in any manner other than by an Agreement in writing duly signed by both parties hereto or by a further electronic agreement presented by AVG Technologies and accepted by you. AVG Technologies' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

f. Severability. The parties desire and intend that all of the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then such provision will be construed in a manner to permit its enforceability under applicable law to the fullest extent permitted by law. In any case, the remaining terms of this Agreement or the application thereof to any person or circumstance, other than those that have been held illegal, invalid or unenforceable, will remain in full force and effect.

g. Governing Law. This Agreement will be governed by the laws of the State of Delaware. The exclusive jurisdiction for any dispute will be state or federal courts sitting in the State of Delaware.

h. Export Controls. You acknowledge that portions of the Software may be of U.S. origin. You agree to comply with all applicable U.S. and international laws governing export and reexport of the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

i. Language. This Agreement was originally prepared in the English language. Although AVG Technologies may provide one or more translations for your convenience, the English version will control in the case of any conflict or discrepancy.