

## Bitdefender License and Services Agreement for On Premise Solutions

---

This **License and Services Agreement for Bitdefender Products (“Agreement”)** is a legal agreement between **Bitdefender** and You, for use of the Bitdefender software and the initialization of the services.

### 1. DEFINITIONS

“You or “Your” refers to an individual or entity that has executed this Agreement and ordered Bitdefender products and/or services from Bitdefender or its authorized resellers or distributors.

“Agreement” is legal agreement between Bitdefender and You, for use of the Bitdefender software and the initialization of the services.

An employee or other agent, including a reseller or contractor which installs or registers Bitdefender Product, of this entity, must be a representative of the entity and must accept this Agreement on behalf of the entity before the Bitdefender Product may be used. Please print this Agreement and save a copy electronically.

“Affiliate” means any entity in which You, as applicable, owns or controls, directly or indirectly, and any parent company that owns or controls, and any of the companies for which the parent company controls. For purposes of this definition, “control” means the direct or indirect beneficial ownership of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) in an entity.

“Beta Solution” means any Trial Solution and any solution marked or otherwise designated as a beta test version, irrespective of whether payment has been made.

“Bitdefender Product” means Bitdefender software and services identified in the transaction documents and the initialization of the services, and may include associated media, printed materials, and Documentation, and any software updates and technical support.

“Documentation” means explanatory materials in printed, electronic or online form that accompany the Bitdefender Products.

“Update” means an update to the detection data or software made available to You at Bitdefender sole discretion from time to time, but excluding any updates marketed and licensed for a separate fee.

“Upgrade” means any enhancement or improvement to the functionality of the Bitdefender Product made available to You at Bitdefender sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed for a separate fee.

“User” means an employee, independent consultant or other individual of your entity who use or have access to or benefits from the Bitdefender Product licensed to you.

“Install location” means the customer’s data center location where the Bitdefender Product will be delivered and installed as specified in an order.

“On-site” means the Services are to be performed at your Install location.

“Installation” means the installation phase when the Bitdefender Product is (a) physically deployed in the Install Location, (b) powered up and (c) minimum configured.

### 2. PRODUCT REGISTRATION.

Registration requires a valid Bitdefender Account that includes a valid email address for receiving Updates, Upgrades, other notices and a valid product license. The Bitdefender Account is mandatory for the use of the Bitdefender Product, as stated in the Product Documentation.

For all Bitdefender Products **excepting Bitdefender Security for AWS** registration requires a valid product serial number available in the transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Product.

This control helps ensure that the Bitdefender Product operates only on validly licensed Computers, virtual machines and mobile devices and that validly licensed users receive services. The Bitdefender Account is necessary for the activation of the online features, as stated in the Product Documentation.

The **Bitdefender Security for AWS**, it is a subscription-based service offered by Bitdefender for Amazon EC2 customers.

If you purchase directly from Bitdefender, You must have an Amazon Payments account with a valid credit card necessary for the monthly billing. You are not provided with or required to use a license key.

The Bitdefender Product features and terms are presented on the Bitdefender website, e-shop or the applicable transaction documentation.

The information given (name, email address, password), during initial setup, if collected, it will be used as an account name under which You may elect to receive services and/or under which You may use certain features of the Bitdefender Product. You may change and Bitdefender strongly recommends you, the password at any time after installation of the Product.

### 3. LICENSE RIGHTS AND RESTRICTIONS.

Upon Bitdefender’s acceptance of your order and in consideration of the payment of the fee by you and receipt of the corresponding payment by Bitdefender, Bitdefender grants you the limited, non-exclusive, non-transferable right to use Bitdefender Product that you ordered solely for your internal business operations and subject to the terms of this agreement, including the order and the product documentation. You may allow your Users to use the Bitdefender Products for this purpose and you are responsible for their compliance with this agreement in such use.

You may install or use the Bitdefender Products and initiate the services, on as many devices as necessary with the limitation imposed by the total number of licensed seats stated in the order. Depending on the purchased Product, You will be entitled to license for physical computers, virtual machines, Amazon EC2 instances and/or Exchange mailboxes, as stated in the purchasing documents.

You can use one copy of the Bitdefender Product on a single device. If a greater number of copies and/or number of devices is specified within the order from the authorized distributor or reseller from which You obtained the Bitdefender Product (Permitted Number), You shall have the right to copy the Bitdefender Product in accordance with

such specifications; You can make one copy of the Bitdefender Product for back-up or archival purposes; If the Bitdefender Product supports multiple platforms or languages, if you receive the Bitdefender Product on multiple media, if you otherwise receive multiple copies of the Bitdefender Product, or if you receive the Bitdefender Product bundled with other software, the total number of your devices on which all versions of the Bitdefender Product are installed may not exceed the Permitted Number.

During the installation process, the Bitdefender Product may uninstall or disable other security products if such products or features are incompatible with Bitdefender Product.

The Bitdefender Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Bitdefender Products is licensed, not sold. This agreement only gives You some rights to use the Bitdefender Product.

**License Restrictions.** Under this Agreement, You may not transfer or sublicense the Bitdefender Product to another person or entity; you shall not rent, lease, loan, auction, or resell the Bitdefender Product nor modify, translate, or create derivative works, reverse engineer, de-compile, or disassemble the Bitdefender Product, in whole or in part, or otherwise attempt to reconstruct or discover the source or object code or underlying ideas, algorithms, file formats, programming or interoperability interfaces (or if the law permits any such action, You agree to provide with at least 90 days' advance written notice); you shall not use the Bitdefender Software to provide services to third parties or allow use or access to the Bitdefender Product by any third party other than contractors or consultants acting on Your behalf. You may not permit third parties to benefit from the use or functionality of the Bitdefender Product and Services via a timesharing, service bureau or other arrangement. You may not remove any proprietary notices or labels on the Bitdefender Product and You may not disclose results of any program benchmark tests without Bitdefender's prior written consent.

You must obtain all necessary rights and permissions from your Users to use the Bitdefender Product.

#### 4. TRIAL AND BETA LICENSE

If You are a trial or beta user, You may use Bitdefender Product for evaluation or testing purposes in a non-production environment for thirty (30) days from the date You download Bitdefender Product (the "Trial Period"). During the Trial Period, You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

THE PROVISIONS OF THE SECTION, APPLY IN PLACE OF SECTION 10.1 WITH RESPECT TO ANY FREE/TRIAL AND BETA SOLUTIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BITDEFENDER PRODUCT USED FOR TRIAL PURPOSES OR BETA SOLUTIONS ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.

#### **BETA DISCLAIMER**

**THE BETA SOFTWARE LICENSED HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING LICENSE IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.**

Your right to use Bitdefender Product ends when the Trial Period ends or if You violate any term of this Agreement. Upon termination of the Trial Period, You must delete or destroy all copies of Bitdefender Product and Documentation and stop using the Service. Your obligations and rights under this Agreement will continue to apply after the end of the Trial Period.

#### 5. TERM OF LICENSE.

For all Bitdefender Products, excepting Bitdefender Security for AWS, You will receive the Bitdefender Product based on the subscription acquired and You will have certain rights to use the Bitdefender Product during the License/Subscription Period, which shall begin on the date of Your initial installation of the Bitdefender Product regardless of the number of copies that You are permitted to use, and shall last for the period of time set forth in the Documentation or the applicable order from the Bitdefender or its distributor or reseller from which You obtained the Bitdefender Product. The Bitdefender Product will automatically be deactivated at the end of the License Period, and You will not be entitled to receive any feature or content updates to the Bitdefender Product.

For Bitdefender Security for AWS, monthly subscription, You will receive the Bitdefender Product for as long as you pay for your subscription. If you fail to pay the monthly subscription, your account will be suspended.

Also, if you do not continue to abide by the terms of this Agreement you acknowledge that you have no right to use the Bitdefender Product and you agree to uninstall or not use the Bitdefender Product forthwith upon you not continuing to abide by the terms of this Agreement.

Bitdefender reserves the right to stop supporting its products or a version of its products, or discontinue its Products or Product features. End-of-support policies are posted on the Bitdefender website.

For the avoidance of doubt, for Trial Licenses and Beta Solutions, Bitdefender shall have no further obligation to you beyond providing prior notice to terminate for convenience, and shall have no obligation to provide notice in the case of a termination for your breach of this Agreement.

#### 6. UPDATES.

By accepting this Agreement, during the License/Subscription Period, You acknowledge and agree that a server system of your choice installed in your network may be used for receiving and serving Updates of the Bitdefender Product. The necessary protocol will not be used for anything other than transmitting and receiving Bitdefender updates of product and signatures files. If You do not use a local Update server, Bitdefender offers you the possibility to download the updates directly from Bitdefender content delivery network. Some Updates as signature updates, bugfix or smaller updates will be automatically downloaded to Your device and major updates will require your intervention in the interface. You must be current in the payment of fees for the Bitdefender Product or have an active subscription, as applicable, to receive Updates or Upgrades.

#### 7. OWNERSHIP.

All rights not expressly set forth hereunder are reserved by Bitdefender.

The Bitdefender Product may operate or interface with software or other technology that is licensed to Bitdefender from third parties, which is not proprietary of Bitdefender, but which Bitdefender has the necessary rights to license to You. You agree: you will use such third party software in accordance with this Agreement; no third party licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to You concerning such third party software or the products themselves; no third party licensor will have any obligation or liability to You as a result of this Agreement or your use of such third party software; such third party software may be licensed under license terms which grant you additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Agreement, and such additional license rights and restrictions are described or linked to in the applicable Documentation, or within the Product itself. For the avoidance of any doubt, such additional rights and/or restrictions apply to the third party software on a standalone basis; nothing in such third party licenses shall affect your use of the Bitdefender Products in accordance with the terms and conditions of this Agreement.

#### 8. TECHNICAL SUPPORT SERVICES

Technical support for Bitdefender Product is included for the duration of the license/subscription Term. Certain technical support features may be offered by Bitdefender through its resellers for the subscription term of the Bitdefender Product as stated on Bitdefender websites. Any such Technical Support shall be provided without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. The terms and conditions of standard technical support for Bitdefender Gravityzone Enterprise are stated here: <http://www.bitdefender.com/site/view/enterprise-support-policies.html>.

Bitdefender reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion in case You are in breach of your obligations. The technical support policies are subject to change at Bitdefender's discretion; however, Bitdefender will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies published on websites prior to entering into the ordering document for the applicable services. If You intend to receive any professional services, then you need to sign with Bitdefender a separate statement of work. These terms are not applicable for Trial and Beta Solutions.

#### 9. CONFIDENTIALITY.

Neither Party shall disclose any confidential and/or proprietary information belonging to the other party unless agreed in writing by the said party. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential. This obligation shall not apply to information received which: (i) is or becomes known by the recipient without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public through no act or omission on the part of the recipient; or (iii) is independently developed by the recipient without the use of confidential or proprietary information. In the event that either Party is required to disclose confidential and proprietary information pursuant to law, it shall notify the other Party of the required disclosure. Each Party agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents on a need to know bases and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

#### 10. WARRANTIES. DISCLAIMERS.

10.1 Bitdefender warrants that Bitdefender Product will be provided in a professional manner consistent with industry standard. Bitdefender warrants to You that the encoding of the software program on the media on which the Bitdefender Product is furnished will be free from defects in material and workmanship, and that the Bitdefender Product shall substantially conform to its Documentation, for a period of ninety (90) days from the date You purchase the license key or activation code ("Warranty Period")

The warranty shall not apply if (i) the Product has not been used in accordance with the terms and conditions of this Agreement and the Documentation; (ii) the issue has been caused by your failure to apply Updates, Upgrades or any other action or instruction recommended by Bitdefender, (iii) the issue results from any cause outside of Bitdefender's reasonable control.

If Bitdefender is notified in writing of a breach of warranty above during the Warranty Period, Bitdefender's entire liability and your sole remedy shall be (at Bitdefender's option): (i) to correct, repair or replace Bitdefender Product within a reasonable time, or (ii) to authorize a refund of the Fee following return of the Products accompanied by proof of purchase. Any replacement Products shall be warranted for the remainder of the original Warranty Period.

Bitdefender shall indemnify and keep you **harmless from any claim by a third party** that your use or possession of the Bitdefender Product in accordance with the terms and conditions of this Agreement infringes any third party patent, trademark or copyright.

The foregoing obligation of Bitdefender does not apply with respect to software, services or portions or components thereof: (i) not supplied by Bitdefender; (ii) used in a manner not expressly authorized by this Agreement or the accompanying Documentation (iii) made in accordance with your specifications; (iv) modified by anyone other than Bitdefender, if the alleged infringement relates to such modification; (v) combined with other products, processes or materials where the alleged infringement would not exist but for such combination; or (vi) where you continue the allegedly" infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

In the event the Bitdefender Product is held by a court of competent jurisdiction to constitute an infringement Bitdefender shall, at its sole option, do one of the following: (i) procure the right to continued use; (ii) modify the Bitdefender Product so that their use becomes non-infringing; (iii) replace the Bitdefender Product with substantially similar products in functionality and performance; or (iv) if none of the foregoing alternatives is reasonably available to Bitdefender, Bitdefender shall refund the pro-rata unused portion of the Bitdefender Product.

The Parties may request indemnification under this provision, provided they: (a) give notice within ten (10) days of any claim being made or proceedings being issued against; (b) give sole control of the defense and settlement to the indemnifying party (provided any settlement relieves the indemnified party of all liability in the matter); (c) provide all available information and reasonable assistance;

and (d) have not previously compromised or settled such claim.

THIS SECTION STATES BITDEFENDER'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS.

**10.2 BITDEFENDER DOES NOT WARRANT THAT BITDEFENDER PRODUCT WILL MEET YOUR REQUIREMENTS. BITDEFENDER DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT BITDEFENDER WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

THIS BITDEFENDER PRODUCT IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS BITDEFENDER PRODUCT IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY HIM. BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, FALSE POSITIVES OR FALSE NEGATIVES, DEVICE FAILURE OR MALFUNCTION FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY FILTERING, DISABLING, OR REMOVING SUCH THIRD PARTY'S SOFTWARE, SPYWARE, ADWARE, COOKIES, EMAILS, DOCUMENTS, ADVERTISEMENTS OR THE LIKE, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE.

YOU SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND THAT YOU SHALL TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. BITDEFENDER ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

Bitdefender is acting on behalf of its partners for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

**LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. BITDEFENDER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID BITDEFENDER FOR THE DEFICIENT BITDEFENDER PRODUCT OR SERVICES UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR BITDEFENDER PRODUCT.**

BITDEFENDER DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

#### **11. CONSENT TO ELECTRONIC COMMUNICATIONS.**

Bitdefender may send you legal notices and other communications about the Bitdefender Product and subscription Services ("Communications"). Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address, or will post Communications on its Sites. By accepting this Agreement, you consent to receive all Communications through these electronic means only and acknowledge and demonstrate that you can access Communications on Sites.

Bitdefender and its affiliates and partners will only send marketing information by e-mail or other electronic means to those users who have given their express consent to receiving communication concerning Bitdefender products or services or newsletters.

Bitdefender's privacy policy guarantees you the right to access, rectify, eliminate and object to the processing of data by notifying Bitdefender via e-mail at: [privacy@bitdefender.com](mailto:privacy@bitdefender.com).

#### **12. TECHNOLOGIES**

Bitdefender informs you that in certain programs or products it may use data collection technology to collect **technical information** (including suspect files), to improve the products, to provide related services, to adapt them to the latest industry trends and to prevent the unlicensed or illegal use of the product or the damages resulting from the malware products.

You accept that Bitdefender may use such information as part of the services provided in relation to the product and to prevent and stop the malware programs running on your device.

By accepting this Agreement, You acknowledge and agree that the security technology used can scan the traffic in an impersonal mode to detect the malware and to prevent the damages resulting from the malware products.

You acknowledge and accept that Bitdefender may provide updates or additions to the program or product which automatically download to your device. By accepting this Agreement, You agree that some of the executable files considered potentially harmful, may be submitted to Bitdefender servers for the purpose of being scanned.

Bitdefender reserves the right to collect certain technical information from the computer on which it is installed, depending on the modules and services You have activated in your Bitdefender Product. Such information may pertain to potential security risks as well as to URLs of websites visited that the Bitdefender Product and Services deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. As such, You agree that certain Product modules, services and components may collect pieces of data from your systems for the purpose of evaluating and improving the ability of Bitdefender's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. Bitdefender also employs proprietary Cloud technologies to perform scanning on certain URLs, files or emails submitted from your systems.

You agree that Bitdefender may (i) use uploaded data from installed Bitdefender Product to improve products and services; (ii) share data that has been identified as malicious or unwanted content with affiliates and security partners; (iii) use and disclose uploaded data for analysis or reporting purposes only; and iv) this information will not be correlated with any personally identifiable information. Bitdefender reserves the title, ownership and all rights and interest to any intellectual property or work product resulting from its use and analysis of such information. By using the Bitdefender Product, you acknowledge and agree that Bitdefender may collect, disclose, store and analyze these information for the purposes above mentioned.

The collected information as set out above is necessary for the purpose of optimizing the functionality of Bitdefender's products and may be transferred to the Bitdefender Group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union), but Bitdefender has taken steps so that the collected information, if transferred, receives an adequate level of protection.

In order to promote awareness, detection and prevention of Internet security risks, Bitdefender may share certain information with research organizations and other security software vendors.

Bitdefender may also use statistics derived from the information to track and publish reports on security risk trends. By using the Bitdefender Product and Services, You acknowledge and agree that Bitdefender may collect, transmit, store, disclose and analyze such information for these purposes. You have the right to object to the processing of any of his or her data which is not essential for the execution of the agreement and to its use for any purpose other than the maintenance of the contractual relationship.

**More details you can find in the Privacy Policy published on Bitdefender websites: <http://www.bitdefender.com/site/view/legal-privacy.html>**

By installing or using the Bitdefender Product or accepting this License Agreement, you expressly confirm your consent for the use of data and information as set out herein and in the Privacy Policy, and you further warrant that it has obtained all necessary consents and provided all necessary notifications in order to share such data and information with Bitdefender for the purposes outlined.

### **13. THIRD PARTY RIGHTS.**

You acknowledge that the Bitdefender Product may include some software programs that are licensed (or sublicensed) to the user under the GNU General Public License (GPL) or other similar Free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code. The GPL requires that for any software covered under the GPL, which is distributed to someone in an executable binary format, that the source code also be made available to those users. For any such software covered under the GPL, the source code is made available on download. If any Free software licenses require that Bitdefender provide rights to use, copy or modify a Free software program that are broader than the rights granted in this agreement, then such rights shall take precedence over the rights and restrictions herein.

### **14. FORCE MAJEURE.**

Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party

### **15. GENERAL.**

If You are located in the United States or Canada, this Agreement is governed by the laws of the State of California, USA, with the venue in Santa Clara. If you are located in UK, this Agreement will be governed by the laws of UK and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of the Agreement shall be of the courts of Reading. If you are located in any other country in Europe, Latin America, Africa, Middle East and Asia, this Agreement will be governed by the laws of Romanian and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of the Agreement shall be of the courts of Bucharest.

Nothing in this License 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.

In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining portions of this Agreement.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Bitdefender Product. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Bitdefender Product and Services. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

Bitdefender and Bitdefender logos are trademarks of BITDEFENDER. All other trademarks used in the product or in associated materials are the property of their respective owners.

Bitdefender retains the right to assign this Agreement in its sole discretion. You may not assign this Agreement without the prior written permission of Bitdefender.

BITDEFENDER may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Bitdefender Product distributed with the revised terms. If any part of the Agreement is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable. In case of controversy or inconsistency between translations of the Agreement to other languages, the English version issued by BITDEFENDER shall prevail.

Contact BITDEFENDER, at 15A Sos. Orhideelor, Orhideea Towers Building, 9-12 floors, 6 District, Bucharest, Romania, or at Tel No: 40- 21-206.34.70 or Fax: 40-21-264.17.99, e-mail address: [office@Bitdefender.com](mailto:office@Bitdefender.com).