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1. **Software.** The Software in this Agreement shall mean (i) the computer program ESET Remote Administrator, including all its parts, (ii) the contents of disks, CD-ROM, DVD medium, e-mail reports and all their attachments, if any, or other medium to which this Agreement is attached, including the Software supplied in the form of an object code on a CD-ROM, DVD medium or via electronic mail through the Internet, (iii) any explaining materials and any documentation related to the Software including, without limitation, any description of the Software, its specification, description of properties, description of control, description of interface in which the Software is used, a manual or installation handbook of the Software or any description of the correct use of the Software (the "Documentation"), (iv) copies of the Software, repairs of errors, if any, of the Software, additions to the Software, extensions of the Software, modified versions of the Software, new versions of the Software and all upgrades of Software parts, if supplied, in respect of which the Provider grants you the License pursuant to Article 4 hereof. The Provider shall supply the Software only in the form of executable code.

2. **Forwarding of infiltrations and information to the Provider.** The Software contains a function which serves to collect samples of new computer viruses or other similar harmful computer programs (the "Infiltration") and the subsequent dispatch thereof to the Provider, including information about the computer and/or platform on which the Software is installed (the "Information"). The Information may contain data (including personal data) about the End User and/or other users of the computer on which the Software is installed, information about the computer and operating system, suspicious files from the computer on which the Software is installed and files affected by the Infiltration and any information about such files. The Provider shall use the obtained Information and the Infiltration only to review the Infiltration and shall take reasonable measures to keep the obtained Information confidential. If you accept this Agreement and activate the above function of the Software, you agree that the Infiltration and the Information may be forwarded to the Provider and at the same time you grant to the Provider consent necessary pursuant to the relevant legal regulations to process the obtained Information.

3. **Installation.** The Software supplied on a CD-ROM or DVD medium, sent via electronic mail, downloaded from the Internet, downloaded from servers of the Provider or obtained from other sources shall require installation. You must install the Software on a correctly configured computer complying at least with requirements set out in the Documentation. The manner of installation is specified in the Documentation. No computer programs or hardware which could unfavorably affect the Software may be installed on the computer on which you install the Software.

4. **License.** Provided that you have agreed to this Agreement and you pay the License Fee under Article 17 when due and payable, the Provider grants you a non-exclusive and non-transferable right to install the Software on the hard disk of a computer or on a similar medium for permanent storing of data, to install and store the Software to the memory of a computer system and to implement, store and display the Software on computer systems, however, provided that the maximum number of such computer systems is the number which the End User specified in an order and for which the End User paid the relevant fee (the "License"). One user shall mean: (i) installation of the Software on one computer system, or (ii) if the extent of a license is bound to the number of mail boxes, then one user shall mean a computer user who accepts electronic mail through a Mail User Agent (the "MUA"). If the MUA accepts electronic mail and subsequently distributes it automatically to several users, then the number of users shall be determined according to the actual number of users for whom the electronic mail is distributed. If a mail server

performs the function of a mail gate, the number of users shall equal the number of mail servers for which such gate provides services. If any number of addresses of electronic mail (e.g., through alias) are directed to one user and one user accepts them, and mails are not automatically distributed on the side of the client for more users, the License is required for only one computer. To use the Software in corporate environment (on workstations, file servers, mail servers, mail relays, mail gateways or internet gateways) Business Edition of the Software is required.

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This Agreement is executed for an initial period of one or two years, as per the period specified by you on your order for the Software and may be repeatedly extended for another period of one or two years, provided that you pay the License Fee for extension of the License under Article 17 hereof.

Without regard to the manner of termination of this Agreement, the provisions of its Articles 7, 8, 11, 13 and 20 shall remain valid without the limitation of time.

**11. END USER REPRESENTATIONS.** AS THE END USER YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED IN "AS IS CONDITION", WITHOUT AN EXPRESS OR IMPLIED GUARANTEE OF ANY TYPE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE PROVIDER, ITS LICENSE PROVIDERS NOR COPYRIGHT HOLDERS PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR

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12. **No further obligations.** This Agreement imposes no other obligations on the side of the Provider except for the obligations specifically listed in this Agreement.

13. **LIMITATION OF GUARANTEE.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL THE PROVIDER, ITS EMPLOYEES OR LICENSE PROVIDERS BE HELD LIABLE FOR ANY LOST PROFIT, REVENUE, OR SALES, OR FOR ANY LOSS OF DATA, OR FOR COSTS EXPENDED TO PROCURE SPARE GOODS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL DAMAGE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, ACCIDENTAL, ECONOMIC, COVERING, CRIMINAL, SPECIAL OR SUBSEQUENT DAMAGE, CAUSED IN ANY MANNER WHATSOEVER, WHETHER ARISING FROM A CONTRACT, WILLFUL MISCONDUCT, NEGLIGENCE OR OTHER FACT ESTABLISHING THE OCCURRENCE OF LIABILITY, INCURRED DUE TO THE USE OF OR IMPOSSIBILITY TO USE THE SOFTWARE, EVEN IN THE EVENT THAT THE PROVIDER OR ITS LICENSE PROVIDERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE CERTAIN COUNTRIES AND CERTAIN LAWS DO NOT PERMIT THE EXCLUSION OF LIABILITY BUT MAY ALLOW THE LIMITATION OF LIABILITY, THE LIABILITY OF THE PROVIDER, ITS EMPLOYEES OR LICENSE PROVIDERS SHALL BE LIMITED TO THE PRICE THAT YOU HAVE PAID FOR THE LICENSE.

14. No provision of this Agreement shall affect the rights of such a party for which the law recognizes the rights and position of a consumer. The Provider on its own behalf, on behalf of its employees and on behalf of its license providers shall act for the purpose of refusal, exclusion or limitation of the obligations, liability and warranties as set out in Article 13, except for any other purpose or in any other matters.

15. **Support.** The Provider shall ensure technical support for the most up-to-date version of the Software only in the language of the country where the Software was obtained. Throughout the term of the License the End User shall have the right to use the following services:

(a) **Technical Help.** The Provider or its business partners shall ensure help and support in troubleshooting and debugging in the use of the most up-to-date version of the Software throughout published operating hours. Any requirements for help and support received outside of operating hours shall be deemed to have been received on the following business day. A requirement for help and support can be delivered to the Provider via phone, facsimile or email at the reserved telephone numbers or email addresses specified in the Documentation or on the websites of the Provider or of its business partners. A requirement for help and support must be sufficiently certain and must contain data enabling the replication of the reported problem. If necessary, the End User shall be obliged to provide necessary assistance in solving a reported problem.

(b) **Updating.** Updating shall include each new version or change of the Software or individual parts thereof, which the Provider shall release on its websites or the websites of its business partners. The Provider shall make the Update accessible to the End User from the protected area of its websites through the Internet network. Access to the Update shall require logging in with a username and a user login password (the "Identification"). The Identification of the End User shall consist of a random combination of alphanumeric characters and shall be automatically generated by the Provider's business system. The Identification shall be delivered to the End User in the form of an email message, be inserted in commercial packaging of the Licensed Product, or be delivered in another appropriate manner. The End User shall be obliged to protect the Identification against damage, loss or misuse. Upon discovery of the first misuse of the Identification of the End User, the Provider shall make the original Identification functionless and issue a new Identification for the End User (the "Substitute Identification"). The End User shall be obliged to provide to the Provider all data to be required by the Provider in investigation of the misuse of the Identification including, but not limited to, access to records of operation of computer systems, records of accesses to files, as well as other necessary data. In case misuse of the Substitute Identification is discovered, the Provider may issue at its own discretion a new Substitute Identification for the End User or revoke the License immediately and without any compensation for the End User. The right of the Provider to compensation for damage shall not be affected by immediate revocation of the License. The End User shall be obliged to obtain the Update only from the websites of the Provider or of its contractual partners (the "Authorized Sources"). The End User agrees to install each new version or changes of the Licensed Product as soon as it has obtained them or no later than at the time to be specified by the Provider in the Software, the Documentation thereof, or on the websites of the Provider or of its business partners. The Provider shall not be held liable for damage occurred by breach of the End User's obligation to install each new version or changes of the Software and/or installation of the Updating from sources other than the Authorized Sources.

(c) **No Support.** The Provider shall not be obliged to provide any support, particularly if a reported error:

i. results from any unauthorized interference with the Software, its source code, or by the use of incorrect parameters or settings

of the Software,

- ii. has occurred by the fault of servicing staff, or by the use of the Software in non-compliance with the Documentation,
- iii. has already been resolved by the issuance of the Update, which the End User failed to install,
- iv. the End User has failed to pay the License Fee under Article 17 hereof, or
- v. is otherwise provided for in this Agreement.

(d) **Training.** No right to the provision of services in connection with training and practice in the use and installation of the Software shall result for the End User from this Agreement.

**16. Change of End User.** The End User may transfer the License and all rights from this Agreement to another End User only with consent of the Provider and only if the new End User represents that it assumes all rights and obligations pertaining to the original End User under this Agreement.

**17. License Fee and Payment Terms.** Software is licensed not sold. A License Fee for the Software shall be specified based on a price list of the Provider or of its business partners according to the number of computer systems for which the Software is designated (the "License Fee"). Upon payment of the License Fee you shall become entitled to use the Software in accordance with the terms and conditions of this Agreement throughout the period for which you have acquired the right to use the Software. Unless another maturity date is specified in an invoice or other similar document issued by the Provider or its business partner, the License Fee shall be due upon delivery of the Software. You shall be liable for the fulfillment of tax and duty charges related to the provision of the License for the Software stipulated by applicable law, except for income taxes of the Provider. If you fail to pay the License Fee within the maturity date, your License for the Software shall be automatically revoked and you shall have to pay all costs connected with the recovery of a receivable due, including attorney fees and court fees. The obligation to pay the License Fee shall not apply to the Software provided as NFR or a trial version.

**18. NFR and Trial Version.** You may use the Software supplied as NFR or trial version exclusively for verifying and testing the Software features. You may also use the NFR Software for demonstration purposes.

**19. Data on End User and Protection of Rights.** You as the End User authorize the Provider to transfer, process and save the data enabling the Provider to identify you. You agree that the Provider may check by its own means whether you are using the Software in accordance with the provisions of this Agreement. You agree that through communication of the Software with the computer systems of the Provider or of its business partners data may be transferred, the purpose of which is to ensure the functionality of and authorization to use the Software and protection of the Provider's rights.

**20. Export and Re-export Compliance.** The Software, the Documentation or parts thereof, including the information about the Software and parts thereof, shall be subject to the measures on monitoring of imports and exports under legal regulations which may be issued by the governments competent for the issuance thereof under applicable law. You agree to strictly comply with all applicable import and export regulations and acknowledge that you shall be held liable for the obtaining of licenses for export, re-export, transfer or import of the Software.

**21. Notices.** All notices, the returned Software, and Documentation must be delivered to: ESET, spol. s r. o., Aupark Tower, 16<sup>th</sup> floor, Einsteinova 24, 851 01 Bratislava, Slovak Republic.

**22. Governing Law.** This Agreement shall be governed by and construed in accordance with Slovak law. The End User and the Provider agree that conflict provisions of the governing law and United Nations Convention on Contracts for the International Sale of Goods shall not apply. You expressly agree that exclusive jurisdiction for any claim or dispute with the Provider or relating in any way to Your use of the Software resides in District Court Bratislava I., Slovakia and you further agree and expressly consent to the exercise of the personal jurisdiction in the District Court Bratislava I. in connection with any such dispute or claim.

**23. General Provisions.** If any provision of this Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. Those shall remain valid and enforceable under the terms and conditions stipulated herein. Any amendments hereto may only be in writing, and a statutory representative must sign such an amendment on behalf of the Provider.

This Agreement between you and the Provider represents the single and entire Agreement applying to the Software and completely supersedes any prior representations, negotiations, obligations, reports, or advertisement of information related to the Software.