

***IMPORTANT: READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL CONTRACT GOVERNING YOUR USE OF SOFTWARE, CERTAIN SERVICES PROVIDED BY AVG TECHNOLOGIES AND AVG TECHNOLOGIES' COLLECTION AND USE OF CERTAIN PERSONALLY IDENTIFIABLE INFORMATION. BY CLICKING THE "ACCEPT" OPTION OR INSTALLING THE ACCOMPANYING SOFTWARE PRODUCT (THE "SOFTWARE"), YOU (ON BEHALF OF YOURSELF AND THE PARTY ON WHOSE COMPUTER THE SOFTWARE IS INSTALLED) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT AVG TECHNOLOGIES MAY COLLECT AND USE CERTAIN PERSONALLY IDENTIFIABLE INFORMATION RELATED TO YOUR USE OF THE SOFTWARE OR THE SERVICES, AS EXPLAINED IN DETAIL IN SECTION 9 BELOW AND IN OUR PRIVACY POLICY.***

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 or the Services.

If you do not wish to agree to these terms, please click "DECLINE" or "CANCEL" and, if applicable, obtain a refund of the purchase price as follows:

- If you purchased a download, follow the instructions at [www.avg.com/support-existing](http://www.avg.com/support-existing) and contact us with your refund request. Please allow thirty (30) days for the credit to be applied to your account. If you purchased the Software whereby the Initial Term is 30 days and each subsequent Renewal Term is limited to a 30 day period, you are only eligible to obtain the refund price relating to the Initial Term.
- 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. Definitions.**

a. "Authorized Purposes" means (i) personal, noncommercial purposes in the case of Software known as *AVG Anti-Virus Free Edition, AVG LinkScanner, AVG Linkscanner for Mac, AVG Quick ThreatScan* and the *AVG Security Toolbar* (or an equivalent AVG toolbar software product), and (ii) your personal purposes or the internal business purposes of you and your Affiliates in the case of other Software or Services.

b. "Affiliate" means, with respect to any party, an entity controlling, controlled by or under common control with the applicable party. "Control," as used in this Section 1.b, means ownership of more than 50% of the outstanding voting interest of the applicable entity.

c. "Applicable Conditions" means the terms and conditions specified (i) in your order if you downloaded the Software in electronic form over the Internet, (ii) on the Software

package if you purchased the Software on CD or other physical medium, (iii) by your supplier if you received the Software in combination with other hardware or software, or (iv) in your order of the Services. Applicable Conditions may include, without limitation, any terms or conditions specifying the duration of the Initial Term and the maximum number of computers on which you are authorized to use the Software.

d. “AVG Technologies” means, with respect to the Software known as AVG *LinkScanner*, *AVG LinkScanner for Mac*, *AVG Identity Protection* and the *AVG Security Toolbar*, AVG Technologies CY, Ltd., a company formed under the laws of Cyprus, and with respect to all other Software, AVG Technologies CZ, s.r.o., a company formed under the laws of the Czech Republic.

e. “Free Software” means Software provided to you without charge, including without limitation Software (i) known as *AVG Anti-Virus Free Edition*, *AVG Antivirus Free: Small Business Edition*, *AVG LinkScanner*, *AVG LinkScanner for Mac*, *AVG Quick ThreatScan* or the *AVG Security Toolbar*, (ii) provided for trial or evaluation purposes, or (iii) marked or otherwise designated as a “beta test” version of a software product.

f. “AVG Free Services” means any and all Services which are provided by AVG to you without charge.

g. “Initial Term” means the period beginning on the date you downloaded or otherwise acquired the Software and continuing for the term specified by the Applicable Conditions.

h. “Renewal Term” has the meaning ascribed to it by Section 3.a of this Agreement.

i. “Services” means the services accompanying the Software.

j. “Term” means the Initial Term together with all Renewal Terms.

## **2. 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 applicable Term to use the Software and/or the Services only in executable or object code form, as applicable, and solely for Authorized Purposes in accordance with the Applicable Conditions. Without limiting the foregoing, (i) if you received the Software in combination with a personal computer, network appliance or other hardware product, your license authorizes you to use the Software solely in conjunction with the applicable unit of hardware; and (ii) if you received the Software in combination with services or any other software, your license authorizes you to use the Software solely in conjunction with the applicable unit of software or the applicable services. ANY USE OF THE SOFTWARE OR THE SERVICES OTHER THAN AS EXPRESSLY AUTHORIZED BY THIS SECTION 2, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOFTWARE AND/OR THE SERVICES, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

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) install the Software on more computers than authorized by the Applicable Conditions, (iii) except as expressly authorized by AVG Technologies, use any license number supplied by AVG Technologies (each, a “License Number”) in connection with Software on more than one (1) computer 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 Authorized Purposes, (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 installed in compliance with the Applicable Conditions, (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. As part of the software and service delivery of the AVG Software, you further acknowledge that all or some portion of each Update may be installed automatically without any action on your part. In no event shall AVG Technologies be obligated to provide you with Updates following the expiration or termination of the Term, and AVG Technologies in its sole discretion may terminate Updates for any version of the Software other than the most current version, or Updates supporting 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 Services and/or 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 [www.avg.com/ww.customer-feedback](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, the Services and other products and services offered by AVG Technologies, its Affiliates, and their respective licensors, licensees, successors and assigns.

e. Testing, Benchmarking. You shall not, and shall not permit any third party to, test or benchmark nor externally disclose or publish testing or benchmark results for any AVG

Software without AVG Technologies' prior written consent. Requests for authorization for testing or benchmarking can be directed through testing and benchmarking authorization section on AVG Technologies' website [www.avg.com](http://www.avg.com) .

### **3. Renewals, Termination.**

a. **Renewals.** AVG Technologies, prior to the conclusion of the Initial Term or the then-current Renewal Term, may offer you the opportunity to extend the licenses granted by this Agreement at AVG Technologies' then-current renewal price. You may accept any such offer by following the directions and paying the renewal price set forth in the offer, at which time the term of the Agreement will be extended for the applicable period (each, a "*Renewal 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, in its sole discretion, shall 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 or the Services, AVG Technologies may cease making Updates available to you, and *the Software may cease functioning*. Sections 4, 6, 7 and 9 will survive the expiration or termination of this Agreement.

### **4. Services.**

By accepting this Agreement you understand and agree that where applicable in addition to any terms outlined in this Agreement, you hereby acknowledge and agree to be bound by the terms and conditions covering the provision of the Services as available on <http://www.avg.com/cz-en/eula>.

**5. Ownership.** AVG Technologies reserves all rights in the Software and Services not expressly granted by this Agreement. All copyrights, trademarks and other conceivable intellectual property rights in and to the Software and Services (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.

### **6. Warranties.**

a. **General.** AVG Technologies warrants that, on delivery of the Software and for a period of thirty (30) days thereafter, that (i) the medium (if any) on which the Software is delivered will be free of material defects, and (ii) subject to Section 6(c), 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 6, you must uninstall 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 at [www.avg.com/support-existing](http://www.avg.com/support-existing) and contact us with your refund request, or (ii) for all other purchases, return the Software in its original package, along with your receipt, to the point of purchase.

b. Free Software and Services. THE PROVISIONS OF THIS SECTION 6.b APPLY IN PLACE OF SECTION 6.a WITH RESPECT TO FREE SOFTWARE AND AVG FREE SERVICES. ALL FREE SOFTWARE AND AVG FREE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT WARRANTY AND WITHOUT SUPPORT OR OTHER SERVICES BY AVG TECHNOLOGIES.

c. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED BY SECTION 6.a OF THIS AGREEMENT, AVG TECHNOLOGIES DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND/OR SERVICES, 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 AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE SOFTWARE WILL PROVIDE 100% PROTECTION OR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. Some jurisdictions do not allow limitations on certain implied warranties, 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 6.b and 6.c of this Agreement, AVG Technologies and its licensors hereby disclaim any express or implied warranties of fitness for such uses.

**7. 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 AND/OR SERVICES PROVIDED HEREUNDER, EVEN IF AVG TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AVG TECHNOLOGIES WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM CAUSED BY CIRCUMSTANCES OUTSIDE OF AVG TECHNOLOGIES' CONTROL. IN NO EVENT SHALL AVG TECHNOLOGIES' LIABILITY RELATED THE SOFTWARE AND/OR SERVICES EXCEED THE LESSER OF THE FEES YOU ACTUALLY PAID FOR THE SOFTWARE AND/OR SERVICES AND AVG TECHNOLOGIES' SUGGESTED RETAIL PRICE FOR THE SOFTWARE AND/OR SERVICES AS OF THE DATE YOU RECEIVED IT (OR, WITH RESPECT TO FREE SOFTWARE OR SERVICES, US\$5.00). THE FOREGOING LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**8. Indemnification.** You agree to indemnify, defend and hold harmless AVG Technologies, its Affiliates and their respective directors, officers, employees and agents, licensors, representatives from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of the Services or any violation of this Agreement by you, including but not limited to any breach or alleged breach of any of your representations, warranties or undertakings hereunder. AVG Technologies reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with AVG Technologies in asserting any available defenses.

**9. Privacy and Security.**

a. General. You acknowledge that AVG Technologies collects and sends to AVG Technologies certain information regarding the users of the Software and/or the Services, 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, information about the Software and its installed features, 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 of applications, files or programs that are deemed malicious or infected or could contain possible threats as well as information concerning the behaviors they manifested to be detected as malicious or infected and application settings and configurations, such as associated registry keys, and (iv) information about applications and files that were wrongfully classified as malicious, meaning that they were allowed to run or used by the user after detection. The Software and/or the Services may utilize such aforementioned information in order that product recommendations and important service messages may be communicated directly to your computer. You hereby consent to AVG Technologies' collection and use of such information, as well as direct communication of product and important service messages to your computer and agree that AVG Technologies' collection and use of such information will be further governed by AVG Technologies' Privacy Policy, currently published at [www.avg.com](http://www.avg.com), as amended from time to time by AVG Technologies.

b. **Registration Information.** In order to activate the Software or the Services, you, or a third party you have authorized to do so on your behalf, may be required to register with AVG Technologies over the Internet or by telephone. As a material condition for AVG Technologies to grant the licenses contemplated by this Agreement, you represent that the registration information you or the authorized third party provide to AVG Technologies is accurate and complete as of the date you register and, NOTWITHSTANDING ANY PROVISION OF THE AVG TECHNOLOGIES PRIVACY POLICY, YOU CONSENT DURING THE TERM OF THIS AGREEMENT AND FOR ONE YEAR THEREAFTER TO (i) AVG TECHNOLOGIES' SHARING YOUR CONTACT INFORMATION WITH ITS DISTRIBUTORS, RESELLERS AND OTHER BUSINESS PARTNERS, AND (ii) USE OF THAT CONTACT INFORMATION BY AVG TECHNOLOGIES, ITS DISTRIBUTORS, RESELLERS AND OTHER BUSINESS PARTNERS TO PRESENT YOU WITH INFORMATION THAT MIGHT BE RELEVANT TO YOU, INCLUDING OFFERS OF SOFTWARE, SERVICES AND OTHER PRODUCTS.

c. **Toolbar.** The terms of this Section 9.c apply to Software known as the *AVG Security Toolbar (or an equivalent AVG toolbar software product)*. BY PROCEEDING TO INSTALL THE TOOLBAR, YOU ACKNOWLEDGE AND ACCEPT THAT, UPON ITS INSTALLATION, THE TOOLBAR WILL MODIFY VIA THE SETTINGS OF YOUR BROWSER THE "DNS ERROR PAGE" AND "ERROR 404 PAGE." FURTHERMORE, ONCE INSTALLED, THE TOOLBAR MAY COMMUNICATE CERTAIN BASIC USAGE INFORMATION TO THE VENDOR OF THE TOOLBAR OR ITS REPRESENTATIVE TO HELP THE VENDOR COMPILE GLOBAL STATISTICS CONCERNING USAGE OF THE TOOLBAR BY USERS (for example concerning the number of installations and unique users, the number of clicks which the Toolbar receives, the number of searches performed by users, etc.). Such statistical information will not include any personally identifiable information regarding users.

**10. Specific Terms For Third Party Products.** By accepting this Agreement you understand and agree that where applicable, any hardware equipment or third party software product and/or service supplied by AVG Technologies shall include any warranties and/or other terms made available by the original manufacturer of such hardware, software or service and you further acknowledge and confirm that you have reviewed and accepted the terms and conditions, specific to the relevant applicable hardware, software and/or service, available at <http://www.avg.com/cz-en/third-party-terms-conditions>.

**11. Windows Firewall.** By accepting this Agreement you acknowledge and agree that the Software may during its installation disable the Windows firewall functionality and replace it with firewall functionality provided with the Software. Once you uninstall the Software, you will be prompted to activate the Windows firewall functionality. AVG Technologies strongly advises you to activate the Windows firewall functionality once the Software has been uninstalled.

**12. Audit.** By accepting this Agreement you understand and agree that AVG Technologies may perform an audit to determine whether your use of the Software complies with the terms of this Agreement. Such audit may be performed once every 12 months and can be carried out either through the Internet, or on site, as AVG deems necessary. Should the audit reveal that you are in breach of this Agreement, AVG Technologies, in addition to such other rights that may be

available at law or equity, shall be entitled to exercise its rights under clause 3 and 8 of this Agreement.

**13. 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 and/or Services. Any such notice will be deemed delivered on the date AVG Technologies first makes it available through the Software and/or Services, irrespective of when you actually receive it.

b. 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.

c. 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.

d. Amendments, Waiver. This Agreement may not 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.

e. 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.

f. Governing Law. This Agreement will be governed by the laws of the State of Delaware. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The exclusive jurisdiction for any dispute will be state or federal courts sitting in the State of Delaware.

g. 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.

h. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of you and AVG Technologies. No person not a party to this Agreement may bring a cause of action pursuant to this License Agreement as a third party beneficiary hereof.



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.

j. Internet connection. You acknowledge that certain Software 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.

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## **FPN**

### **Fair Processing Notice**

This Fair Processing Notice and our Privacy Policy is AVG's commitment to protecting your privacy. AVG protects your information from unauthorized use or loss and will only pass your data to our business partners, to fulfill your requirements or where we are required to do so by law. The information we collect from you may be used by AVG worldwide, including countries that may have weaker data privacy laws than your country.

The information AVG and AVG's products collect from your computer is utilized in product and security improvement, to transmit messages to your computer or to generate e-mail marketing.

You may opt-out of e-mail marketing at any time by clicking the relevant link in the e-mail message or contacting customer support at [www.avg.com/support](http://www.avg.com/support).