

BITDEFENDER EULA TERMS

NOTICE TO ALL USERS: PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT USE THE SOFTWARE OR INITIATE THE SERVICES. BY SELECTING "I ACCEPT", "OK", "CONTINUE", "YES" OR BY USING THE SOFTWARE OR THE SERVICES IN ANY WAY, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) ARE INDICATING YOUR COMPLETE UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, SELECT THE REJECTING OPTION AND DO NOT INSTALL, USE OR COPY THE SOFTWARE OR SERVICES.

If the Bitdefender Product is downloaded or initiated (for paid or trial use purposes), this Agreement will be accepted and a contract formed when You or Your representative selects an "I Accept", "OK" or "Yes" button or box below prior to download or installation.

Article 1 – DEFINITIONS

"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, upgrades and technical support.

"Personal Information": shall mean personally identifiable information including without limitations, any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains including, without limitation, full name, physical address, telephone number, fax number, email address, password, personal profile information, biometric information, information regarding an individual's state of health, economic condition, financial information such as credit card details, checking, social security number or other government-issued identifier, banking, or any other payment information

"Update" means an update to the detection data or software made available to You 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 from time to time, but excluding any software and/or upgrades marketed and licensed for a separate fee.

Article 2 – PRODUCT REGISTRATION

2.1 By accepting this Agreement, You agree to register Your Software and Services (Bitdefender Product), using "Gravityzone console account", as a condition of Your use of the Software (receiving updates) and Your right to Maintenance. This control helps to ensure that the Bitdefender Software and Services operate only on validly licensed computers, virtual machines and mobile devices and that validly licensed end users receive Maintenance services. Registration requires a valid product serial number and/or a valid email address for renewal and other notices. The Bitdefender Product features and terms are presented on the Bitdefender website, e-shop or the applicable transaction documentation. You can Upgrade to Premium as detailed on the e-shop or the applicable transaction documentation.

2.2 This License Agreement covers the Bitdefender Product licensed to You, including related documentation and any update and upgrade of the applications delivered to You under the purchased license or any related service agreement as defined in the documentation and any copy of these items. The Bitdefender Product offers an Internet control software which shall be installed on

Your device (computer, mobile, mobile computer device) that intercepts Internet-bound traffic, to monitor traffic and permits You to limit access to certain content. The software on Your personal device connects to a server network infrastructure and then send it to Bitdefender servers for categorization. The Bitdefender Product may allow you to track the device location and disable access to the device. You may not use the Services to gain unauthorized access in order to upload, transmit, transfer data or information to Bitdefender or third parties by any means. You agree that Your use of these Services will be in compliance with any laws which are applicable to You.

2.3 This Agreement is a legal agreement between You (either an individual or a legal person) and BITDEFENDER for use of the Bitdefender Product identified above and the initialization of the Services, and may include associated media, printed materials, and “online” or electronic documentation (hereafter designated as “ Bitdefender Product “), all of which are protected by international copyright laws and international treaties. By installing, initiating, copying or using the Bitdefender Product, You agree to be bound by the terms of this Agreement.

2.4 If You do not agree to the terms of this Agreement, do not install, initiate or use the Bitdefender Product.

Article 3 – BITDEFENDER PRODUCTS

3.1 You may install or use the Bitdefender Product and initiate the Services, on as many computers as necessary with the limitation imposed by the total number of licensed seats (“VMs, CPUs, devices, computers, in general entities Permitted Number”).The Bitdefender Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Bitdefender Product is licensed and the rights associated with the licence are limited.

3.2 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 sale transaction documentation 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.

3.3 If the Bitdefender Product supports multiple platforms or languages or You receive the Bitdefender Product on multiple media, or receive multiple copies of the Bitdefender Product, or 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.

Article 4 – TRIAL LICENSE

4.1 If You are a trial user, You may use Bitdefender Product for evaluation or testing purposes in a non-production environment for fourteen (14) days from the date You download the Bitdefender Product (the “Trial Period”). During the Trial Period, You are entitled to web or email based technical support in the country where You are located and to Updates, if applicable.. Your right to use the 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.

Article 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 Bitdefender or its distributor or reseller from which You obtained the Bitdefender Product. The Bitdefender Product will subject to clause 7.1 be automatically 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 and remain in default for a further 30 days upon notice of default, your account will be suspended.

Bitdefender reserves the right upon 90 days prior written notice to stop supporting its products or a version of its products, or discontinue its Products or Product features provided that Bitdefender will (i) use all best endeavours to minimise any adverse impact such stoppage or discontinuation will cause you; and (ii) to the extent applicable, reimburse you for any prepaid fees for which the Product could not be used. . End-of-support policies are posted on the Bitdefender website.

You will have certain rights to use the Bitdefender Product during the License Period, which shall begin on the date that all acquired copies of the Bitdefender Product have been installed, and shall last for the period of time set forth in the Documentation or the applicable transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Product. The Bitdefender Product may subject to clause 7.2 be automatically deactivated at the end of the License Period, and You may not be entitled to receive any feature or content updates to the Bitdefender Product.

Article 6 – LICENSE GRANT

6.1 You are hereby granted, upon the following terms and conditions a non-exclusive, non-transferable license, for Your internal purposes only, in the ordinary course of Your business to: install and use the Bitdefender Product on licensed seats (“Number of Virtual Machines, CPUs, devices, computers, in general entities Permitted Number”),

6.2 If a server license is installed or otherwise agreed to, You may install and use the Software Product on a single designated server being a single computer which provides shared services to multiple single computers linked to the server, subject to the number of concurrent users agreed to in writing by Bitdefender, in each case where such single computer or server is owned, leased or otherwise substantially controlled by You.

6.3 If You desire to use the Bitdefender Product on more than a single computer (not being a server) or server, additional licenses must be obtained from Bitdefender for each computer or server..

6.4 You are permitted to make one copy of the Bitdefender Product into machine readable form for backup purposes only, however, You may not copy the printed materials that are part of the Bitdefender Product. You must mark the backup copy media of the Bitdefender Product as “backup.” The backup copy of the Bitdefender Product is subject to the provisions of this Agreement, and all titles, trademarks, copyright notices and other legends shall be reproduced in the backup copy (“Testing License”).

6.5 During the License/Subscription Period, You shall have the right to receive Updates and Upgrades.

Article 7 EXPIRATION

7.1 The Bitdefender Product will, cease operating immediately upon expiration of the License Period.

7.2 After the specified maintenance period or service subscription period has expired, You will have no further right to receive any Updates, Upgrades without the purchase of a new maintenance contract or service subscription.

Article 8 – UPGRADES

8.1 A Bitdefender Product labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this License Agreement. If Bitdefender Product is an upgrade of a component of a package of software programs that you licensed as a single Bitdefender Product may be used and transferred only as part of that single product package and may not be separated for use by more than the total number of licensed users. The terms and conditions of this license replace and supersede any previous agreements that may have existed between you and BITDEFENDER regarding the original product or the resulting upgraded product.

Article 9 – OWNERSHIP

9.1 All rights, titles, interest and copyright in and to the Bitdefender Product (including but not limited to any code, images, photographs, logos, animations, video, audio, music, text, and “applets” incorporated into the Bitdefender Product), the accompanying printed materials, and any copies of the Bitdefender Product are owned by BITDEFENDER, with the understanding that rights, titles and interest in and to certain third party software identified in the accompanying Third Party License Terms are owned by their respective owners.

9.2 You may not copy the printed materials accompanying the Bitdefender Product. You must produce and include all copyright notices in their original form for all copies created irrespective of the media or form in which the Bitdefender Product exists.

9.3 You may not sub-license, rent, sell, lease or share the Bitdefender Product. You may not reverse engineer, recompile, disassemble, create derivative works, modify, translate, or make any attempt to reconstruct or to discover the source code for the Bitdefender Product or underlying ideas, algorithms, file formats, programming or interoperability interfaces. You may not remove any proprietary notices or labels on the Bitdefender Product . All rights not expressly set forth hereunder are reserved by Bitdefender and its licensors.

Article 10 – TECHNICAL SUPPORT

10.1 Certain technical support features will be offered by Bitdefender for the license term of the Software as stated on the Bitdefender website:<http://enterprise.bitdefender.com/site/view/enterprise-support-policies.html> and any additional technical support services shall be offered based on the subscription acquired. If such features are offered and You choose to access such technical support it shall be governed by the following conditions:

10.1.1 It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any technical support. At the time of receiving such technical support, You will be reminded of this responsibility and requested to confirm Your compliance with it.

10.1.2 In the course of providing technical support, having used best endeavours to resolve the issue, Bitdefender may determine that the technical issue is beyond the scope of the technical support and it will be escalated to relevant stakeholders or to trusted and professionally competent third party providers in order for the issue to be rectified. Bitdefender will ensure that such stakeholders and third party providers comply with all relevant terms of this EULA including but not limited to clause 18.4.

Article 11 – WARRANTIES AND REPRESENTATIONS

11.1 Bitdefender warrants that it shall perform its obligations under this Agreement with reasonable skill and care in accordance with all standards, practices, methods and procedures conforming to U.S. federal, state and local, as well as foreign, laws and government-issued rules and the degree of skill, care and diligence required in accordance with best computing practice (“Good Industry Practice”);

Further 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”)

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 and the license will cease Any replacement Products shall be warranted for the remainder of the original Warranty Period.

The warranty shall not apply if (i) Bitdefender considers, acting reasonably and in good faith that 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.

11.2 BITDEFENDER does not warrant that the Bitdefender Product will be uninterrupted or error free or that every error will be corrected. BITDEFENDER does not warrant that Bitdefender will meet all your requirements.

11.3 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. 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, 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, LAW,, CUSTOM AND PRACTICE, OR TRADE USAGE. Bitdefender is acting on behalf of its suppliers and marketing partners for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

Article 12 – ENCRYPTION

12.1 The Bitdefender Product, as provided under this Agreement, contains features and functionalities that allows You to protect sensitive information on Your device. You will be required to provide a password in order to encrypt and protect such information. You will not be able to recover the information You have encrypted if You lose or forget the password.

12.2 You are aware that the level of encryption used by the Bitdefender Product will protect Your information from the average computer user; however, You acknowledge that the encryption may be broken by certain software programs and government entities. Bitdefender shall use best endeavours to rectify any such broken encryptions.

12.3 Encryption without strong passwords (at least seven characters) can lessen the value of the protection that the Software offers. You also acknowledge that information that has been encrypted may not be unencrypted if Your hard drive has bad sectors or fails.

12.4 Bitdefender shall not be held responsible for access of Your information where You have provided Your password to a third party or have failed to use reasonable efforts to protect such information, password, answers to challenge questions or for user error.

Article 13 – DISCLAIMER OF DAMAGES

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID TO BITDEFENDER FOR THE PRODUCT OR SERVICES UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDERS.

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.

Article 14 – EMPLOYEES' USE

14.1 By registering and connecting your device to a Bitdefender GravityZone instance, You acknowledge that You permit the administrator(s) of that instance to collect the information necessary to deliver the Product and control your device remotely.

14.2 Depending on Your security policies and rules you may experience access restrictions to Your device.

14.3 You will grant the administrator(s) the right, where necessary to deliver the Product, to monitor Your device, locate it on a map, enforce screen lock and authentication, lock and wipe the device, encrypt media storage, scan applications and file on Your device.

14.4 IMPORTANT NOTICE TO USERS. THIS SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS SOFTWARE 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.

Article 15 – UPDATES

15.1 By accepting this Agreement, You acknowledge and agree that your system may be used for receiving and serving Updates of the Software through local servers. The protocol will not be used for anything other than transmitting and receiving Bitdefender Updates of 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.

Article 16 – CONSENT TO ELECTRONIC COMMUNICATIONS

16.1 Bitdefender may send you legal notices and other communications about the Product.

16.2 Bitdefender shall only use Your information strictly to the extent necessary to deliver the Product to You in accordance with this Agreement. Any other use by Bitdefender is not authorised unless Bitdefender receives Your express written permission.

16.3 Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address. By accepting this Agreement, you consent to receive all Communications through these electronic means only.

Article 17 – SERVICE ACKNOWLEDGEMENTS

17.1 Service components of Software and standalone Services operate by forwarding certain data ("Forwarded Data") to Bitdefender owned or controlled servers for scanning. These servers employ proprietary technology to identify and then screen malicious or potentially unwanted content based on user-proscribed parameters.

17.2 As a condition of using any Service and by accepting this Agreement:

(i) You represent and warrant that You are legally permitted and authorized to access, and to provide Bitdefender with access to, the Forwarded Data and agree to provide Bitdefender with evidence of such authorization upon request;

(ii) You authorize Bitdefender to act as Your data processing agent and at Your discretion when performing the Services;

(iii) You undertake to inform the source of the Forwarded Data, to the extent required by local law, of the scope and purpose of the Service, which may entail the transfer of Forwarded Data to servers located outside of the European Union or other jurisdiction where You are located;

(iv) You agree that You are responsible for deciding if and how You use the Services; and

(v) You represent that You will otherwise use the Services only in a legal manner. In the event of any breach of the representation and warranty in Section 17.2(i) Bitdefender may, with prior notice and without prejudice to its other rights, suspend the performance of the Service until You can show to Bitdefender's satisfaction that any such breach has been cured.

Article 18 – DATA COLLECTION TECHNOLOGY

18.1 The Bitdefender Product may use data collection technology to collect technical information (including suspect files), to improve the Products, to provide services to you in relation to the Bitdefender Product including but not limited to technical support, to adapt them and to prevent the unlicensed or illegal use of the Bitdefender Product or the damages resulting from the malware products. The Personal Information given (including but not limited to name, email address, password), during initial setup, if collected, will be used as an account name under which You may

elect to receive additional services and/or under which You may use certain features of the Bitdefender Product .

18.2 Bitdefender strongly recommends that you change the password at any time after installation of the Bitdefender Product. You accept that Bitdefender may use such information solely as part of the services provided in relation to the Bitdefender Product and to prevent and stop malware programs running on your device. By accepting this Agreement You acknowledge and agree that as per the documentation accompanying the Bitdefender Product, the security technology used can scan the traffic in an impersonal mode to detect malware and to prevent any resulting damages.

18.3 By accepting this Agreement, You agree to upload the executable files for the purpose of being scanned by the Bitdefender servers.

18.4 Bitdefender warrants and represents that it will treat Your Personal Information in accordance with U.S. federal, state and local, as well as foreign, laws and government-issued rules, regulations, guidelines, directives and requirements currently in effect and as they become effective that relate in any way to the privacy and processing of personal data ("Data Protection Laws") including but not limited to the Data Protection Act 1998 implementing the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data as enacted from time to time. and as established in its Privacy Policy.

18.5 Access to the website, the acquisition of products and services and the use of tools or content via the website implies the processing of Personal Information. Complying with legislation governing the processing of Personal Information society services and electronic commerce is of the utmost importance to Bitdefender. Bitdefender guarantees that such data will be treated confidentially and in accordance with all Data Protection Laws and all legislation governing the protection of information society services and electronic commerce. From time to time, the Bitdefender Product may collect certain information from the computer on which it is installed, which may include:

18.5.1 Information on potential security risks as well as URLs of websites visited that the Bitdefender Product deems potentially fraudulent. The URLs could contain Personal Information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by Bitdefender for the purpose of evaluating and improving the ability of Bitdefender's products to detect malicious behaviour, potentially fraudulent websites and other internet security risks. This information will not be correlated with any Personal Information.

18.5.2 URLs of websites visited as well as search keywords and search results only if the browser toolbar feature is enabled. This information is collected by Bitdefender for the purpose of evaluating and advising You regarding potential threats and risks that may be associated with a particular website before You view it. This information will not be correlated with any Personal Information.

18.5.3 Executable files that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Bitdefender using the Bitdefender Product's ' automatic submission function. The collected files could contain Personal Information that has been obtained by the malware without Your permission. Files of this type are being collected by Bitdefender only for the purpose of improving the ability of Bitdefender's products to detect malicious behaviour. Bitdefender will not correlate these files with any Personal Information. The automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products.

18.5.4 Status information regarding installation and operation of the Bitdefender Product. This information indicates to Bitdefender whether installation of the Bitdefender Product was successfully completed as well as whether it encountered any errors. The status information could contain Personal Information only if such information is included in the name of the file or folder

encountered by the Bitdefender Product at the time of installation or error. The status information is collected by Bitdefender for the purpose of evaluating and improving Bitdefender's product performance and installation success rate. This information will not be correlated with any Personal Information.

18.5.5 Information contained in email messages that you send through the Bitdefender Product to Bitdefender to report as spam or as incorrectly identified as spam. These email messages may contain Personal Information and will be sent to

Bitdefender only with Your permission. If You send such messages to Bitdefender, Bitdefender will use them only for the purpose of improving the detection ability of Bitdefender's antispam technology. Bitdefender will not correlate these files with any other Personal Information.

18.5.6 Information contained in a report that You may choose to send to Bitdefender when the Bitdefender Product encounters a problem. The report includes information regarding the status of both the Bitdefender Product and Your computer at the time that a problem was encountered. The status information about Your device may include the system language, and the operating system version for Your device, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Bitdefender Product encountered the problem. The report could contain Personal Information if it is included in, or is a part of the name of the files or folders open at the time the problem occurred. This information will be sent to Bitdefender only with Your permission. The information is collected by Bitdefender for the purpose of correcting and improving Bitdefender's product performance or statistic information. This information will not be correlated with any Personal Information.

18.5.7 The Internet Protocol (IP) address of the device on which the Bitdefender Product is installed, as well as other general, statistical information used for license administration, product analysis, and for improving product functionality. This information will not be correlated with any Personal Information.

18.6. 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). In the event that such a transfer becomes necessary, Bitdefender warrants that it has taken every precaution to ensure that the transfer of collected information, if transferred, receive the highest level of protection afforded in the relevant country.

18.7 Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of the Bitdefender Product. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation provided that Bitdefender will notify You as much in advance as possible where any disclosure will or is likely to involve any Confidential or Personal Information.

18.8 In order to promote awareness, detection and prevention of Internet security risks, Bitdefender may, share certain technical information excluding Personal Information with research organizations and other security software vendors for improving detection rate. Bitdefender may also use statistics derived from the information to track and publish reports on security risk trends. By using the Bitdefender Product, 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 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.

18.9 In the event that You provide the details of a third-party, You agree to have previously informed and obtained the consent of the owner of the data, with regards to communicating such data.

18.10 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.

18.11 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: legal@bitdefender.com.

18.12 In addition to Bitdefender Product registration information, Bitdefender must process and store certain information about Your network and equipment to provide maintenance and related support services. To improve its products, Bitdefender may also upload information periodically from the Bitdefender Product about product usage, detected malware or potentially unwanted files and use Service traffic to improve its databases and heuristics. Bitdefender Product is not designed to capture or retain any personal or private information.

18.13 You agree that Bitdefender may (i) use uploaded data from the Bitdefender Product to improve products and services; (ii) share data that has been identified as malicious or unwanted content with affiliates and security partners; and (iii) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not include any Confidential or Personal information or information that can be used to identify any individual person.

18.14 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.

18.15 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.

Article 19 – GENERAL

19.1 This Agreement will be governed by English law. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these License Terms shall be the English courts. 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.

19.2 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.

19.3 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. The license will terminate immediately upon thirty (30) days' written notice if You are in breach of any of its terms and conditions and having provided You with detailed notice of the nature of the breach, You fail to remedy such breach within the thirty (30) day notice period. The terms and conditions concerning confidentiality and restrictions on use shall remain in force even after any termination.

19.4 BITDEFENDER may propose revised Terms at any time upon thirty (30) days' written notice to You and upon Your acceptance of those terms the revised terms shall automatically apply to the corresponding versions of the Software distributed with the revised terms. If any part of these Terms is found void and unenforceable, it will not affect the validity of the rest of the Terms, which shall remain valid and enforceable. In case of controversy or inconsistency between translations of these Terms to other languages, the English version issued by BITDEFENDER shall prevail.

Contact BITDEFENDER, at 24 Delea Veche Street, Building A, ground floor, Sector 2,

Bucharest, Romania, or at Tel No: 40-21-206.34.70 or Fax: 40-21-264.17.99, e-mail address: office@Bitdefender.com