

Effective as of May 1, 2025.

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16. Licensing for public authorities and the US Government. The Software shall be provided to public authorities, including the United States Government, with the license rights and restrictions described in this Agreement.

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a) You will not, directly or indirectly, export, re-export, transfer or otherwise make available the Software to any person, or use it in any manner, or be involved in any activity, that could result in ESET or its holding companies, its subsidiaries, and the subsidiaries of any of its holding companies, as well as entities controlled by its holding companies ("Affiliates") being in violation of, or being subject to, negative consequences under trade control laws which include:

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operate, and

ii. any economic, financial, trade or other, sanction, restriction, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services, or equivalent measure imposed by any government, state or regulatory authority of the United States of America, Singapore, the United Kingdom, the European Union or any of its Member States, or any country in which obligations under the Agreement are to be performed, or in which ESET or any of its Affiliates are incorporated or operate.

(legal acts referred to in points i, and ii. above together as "Trade Control Laws").

b) ESET shall have the right to suspend its obligations under, or terminate, these Terms with immediate effect in the event that:

i. ESET determines that, in its reasonable opinion, the User has breached or is likely to breach provision of Article 17 a) of the Agreement; or

ii. the End User and/or the Software become subject to Trade Control Laws and, as a result, ESET determines that, in its reasonable opinion, the continued performance of its obligations under the Agreement could result in ESET or its Affiliates being in violation of, or being subject to negative consequences under, Trade Control Laws.

c) Nothing in the Agreement is intended, and nothing should be interpreted or construed, to induce or require either party to act or refrain from acting (or to agree to act or refrain from acting) in any manner which is inconsistent with, penalized, or prohibited under any applicable Trade Control Laws.

18. Notices. All notices and returns of the Software and Documentation must be delivered to: ESET, spol. s r. o., Einsteinova 24, 85101 Bratislava, Slovak Republic, without prejudice to ESET's right to communicate to You any changes to this Agreement, Privacy Policies, EOL Policy and Documentation in accordance with Art. 20 of the Agreement. ESET may post the communication on our website. You agree to receive legal communications from ESET in electronic form, including any communications on change in Terms, Special Terms or Privacy Policies, any contract proposal/acceptance or invitations to treat, notices or other legal communications. Such electronic communication shall be deemed as received in writing, unless applicable laws specifically require a different form of communication.

19. Applicable law. This Agreement shall be governed by and construed in accordance with the laws of the Slovak Republic. The End User and the Provider hereby agree that the principles of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. You expressly agree that any disputes or claims ensuing from this Agreement with respect to the Provider or any disputes or claims relating to use of the Software shall be settled by Bratislava I District Court and You expressly agree to the said court exercising jurisdiction.

20. General provisions. Should any of the provisions of this Agreement be invalid or unenforceable, this shall not affect the validity of the other provisions of the Agreement, which shall remain valid and enforceable under the conditions stipulated therein. This Agreement has been executed in English. In case any translation of the Agreement is prepared for the convenience or any other purpose or in any case of a discrepancy between language versions of this Agreement, the English version shall prevail.

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