



Terms of Service (North America)

VIPRE® Products End-User License Agreement

Last Modified: September 2025

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These terms apply whether You have purchased the product or not. Accordingly, please carefully review the following terms and conditions of this License. This License is a legally binding contract between You and VIPRE and contains mandatory arbitration and a class action waiver.

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By clicking “I Agree,” proceeding with account creation, downloading, or otherwise using the product, You are consenting to all of the terms and conditions set out in this License. If You do not agree to any of the terms of this License, immediately return, delete, or destroy all and any copies of the product and associated accounts You may have.

1. LICENSE GRANT / TERM

The (i) software, new releases, updates, enhancements, and any related services (“Software”); (ii) any additional content provided to You in a number of formats (feeds, definition files etc.) that is automatically synchronized or updated from time to time with VIPRE’s servers or systems, which may relate to security, anti-virus, anti-spamming or anti-phishing activities (“Content”), and any documentation (“Documentation”, and collectively with the Software and Content, the “Product”)

of and provided by VIPRE which came with this License are the sole property of VIPRE and its licensors.

1.1 License Grant – General. Subject to Your compliance with the terms and conditions of this License, VIPRE hereby grants to You the limited non-exclusive, non-transferable (except as expressly set forth herein) license to use the Product, in object code form only, solely for (a) Your internal personal use, or (b) for Products purchased for business (non-consumer) use, solely in support of Your internal business operations and the internal business operations of Your affiliated entities, or (c) solely for the purpose of evaluating a possible future purchase of the Product, and solely in the quantities and at the Use Levels described in this License and any applicable License Certificate. For purposes of this License, “Use Level” means the license use meter or model (which may include number of users, number of computers, operating system, hardware system, application object or machine tier limitations, if applicable) by which VIPRE measures, prices, and licenses the right to use the Product, in effect at the time an order is placed for such Product, as indicated in this License and the applicable License Certificate. A “License Certificate” shall mean one or more of the following applicable documents used by VIPRE which further defines Your license rights to the Product: a VIPRE invoice, order form, license key, license certificate or a similar license document issued by VIPRE or any of its authorized distributors, resellers or retailers that accompanies, precedes, references or follows this License and which specifies the applicable Product being licensed by You, the term of Your license, and any applicable Use Levels. VIPRE Product currently leverages the following metrics to define Use Levels:

- a. “Bundle” refers to a single SKU that combines multiple VIPRE Products from at least two different Product Lines.
- b. “Device” refers to a single instance of an operating system into which the Product can be installed. A single Microsoft Windows desktop, Apple Mac OS X laptop, iPhone, or Android phone is a Device, for example. Devices may be physical or virtual.

- c. “Hypervisor” refers to a single instance of a virtual hypervisor server that controls some number of virtual machines. Each virtual machine is a Device, and in some cases You may have a choice as to whether to license the Product at the Device level or the Hypervisor level for such systems.
- d. “Mailbox” refers to a single instance of storage for inbound mail messages; a single Mailbox is typically associated with a single user account. E-mail aliases that resolve to a single user’s Mailbox and distributions lists are not considered separate Mailboxes.
- e. “Product Line” refers to a group of related Products offered by VIPRE and marketed under a single Product category. For a current list of Product Lines and their associated Products, please contact us for details.
- f. “Seat” refers to resources used by a single individual; in particular one Device and one Mailbox.
- g. “Storage” refers to the amount of non-volatile data storage as reported by a storage system, and is typically measured in gigabytes or terabytes. In some cases Storage is licensed per Seat based on the number of licensed Seats, in which case the total licensed Storage capacity is the sum of all licensed per-Seat Storage, and any license overage (see below) may be triggered either by utilizing too many Seats, or by exceeding the total licensed Storage capacity.
- h. Some Products support add-on components that add new features and capabilities to the base Product. In general and unless otherwise noted on the Order Form, these add-on Products must be licensed at the same Use Level as the base Product.
- i. When You purchase a Bundle, only one overall Use Level will apply to the Bundle as a whole. Any Products within the Bundle that leverage a “Seat” or “User” metric to track Use Level must maintain Active User counts at or less than the overall Use Level. Any Products that leverage a “Device” metric may maintain a Use Level at or less

than two (2) times the overall Use Level. The Order Form may specify additional ratios for other Products within the Bundle that leverage other metrics.

In most cases, VIPRE products include data collection that will calculate Your current Use Level for the relevant metrics; this in-product measurement will be the system of record for this information.

1.2 License Use Level Overages. You are solely responsible for ensuring that the actual Use Level as determined by the product does not exceed the licensed Use Level. VIPRE will ensure that customers are provided with accurate current Use Level information to assist in this determination. If You exceed the licensed Use Level VIPRE may take the following remedies:

- a. Contact You to request an increase in the licensed Use Level for Your Product.
- b. Charge for any overages at a prorated amount based on the price of your currently licensed Use Level.
- c. Restrict Your use of the product (see Technological Protection Measures, below).
- d. Prevent access to Product updates, Content, and Support (see 1(d).ii, below) for your Product.
- e. At the end of your License Term and when processing a License renewal, VIPRE may increase the licensed Use Level to cover any overage. This applies to both manual and automatic renewal (see 2. Auto Renew, below).

1.3 License Term – Use. You may use the Product during Your applicable License Term. For purposes of the foregoing, Your “License Term” shall mean the following:

- a. For Product purchased on a perpetual license basis for business use (i.e. non-consumer/non-home use), Your License Term shall commence on the date that VIPRE either delivers to You the license

key for the Product (where You have purchased directly from VIPRE) or the date that VIPRE has delivered the license key for the Product to its authorized distributor, reseller or retailer (where You have purchased the Product from a VIPRE authorized distributor, reseller or retailer) and shall thereafter continue in effect on a perpetual basis (unless otherwise indicated on Your License Certificate or unless otherwise terminated in accordance with this License).

- b. For Products purchased on a licensed term/subscription, Your License Term shall commence on the signature date set forth in the Order Form you received for your product, or if you did not receive an Order Form then the date that VIPRE either delivers to You the “Welcome to VIPRE” email or the license key for the Product (where You have purchased directly from VIPRE) and will continue for the Initial Term set forth in your Order Form (if no term is specified in the Order Form, or if you did not receive an Order Form, the default Initial Term will be one year).

Upon expiration of the initial Term, Your subscription will automatically renew for the specified renewal Term (if no renewal Term was specified, the default renewal Term shall be one year) at renewal prices (which are subject to change) unless either You cancel renewal through Your account, You notify us via email at orders@vipre.com (for U.S. customers or customers of countries or regions not listed below), uksales@vipre.com (for UK customers), dach.sales@vipre.com (for German customers), or nordic.sales@vipre.com (for Nordic customers) of Your intent not to renew at least 60 days prior to the end of the then-current Term, or unless otherwise terminated under the terms of this License. Renewal of Your subscription indicates agreement to any revisions to these terms and any price changes. The Initial Term and any renewal terms are together the “License Term.” Upon expiration of the License Term, You will promptly cease using the Product and destroy all copies residing on Your computers or computer equipment and peripheral devices.

- c. For unpurchased Product intended for evaluation, trial, or proof-of-concept testing, Your License Term shall commence on the date that VIPRE either delivers to You the Product in functional form (where You have received access to the Product and if necessary a trial license key directly from VIPRE) or the date that VIPRE has delivered the Product and if necessary a trial license key to its authorized distributor, reseller or retailer (where You have received the Product from a VIPRE authorized distributor, reseller or retailer) and shall thereafter continue for the agreed-upon short evaluation period (typically 30 days or less). You may evaluate the Product only to determine whether to license the Product. You may only evaluate a Product once. At the end of the evaluation period, Your right to use the Product and this License (excluding the provisions intended to survive) will terminate and You must either: (i) purchase an additional ‘full’ License, or (ii) cease all use of such Product. Your use of the Product during an evaluation period or for any Product that is offered as freeware shall be without warranty of any kind, is provided solely “AS IS” and subject to the Confidentiality conditions below, and VIPRE has no duty to provide Support to You during Your use of the Product during any evaluation period.

Upon the termination or expiration of Your License Term, You will have no further right to access or use the Product. For the sake of clarity, all licenses purchased by consumers for home use shall be term licenses for the term set forth on the applicable License Certificate. The license to use the Product however does not necessarily include a license to continue to receive Software or Content updates and applies only to as-is usage unless otherwise entitled as part of a service or maintenance contract.

1.4 License Term – Updates, Support, and Content. During the applicable License Term, You have access to Software updates, updated Content, and Support with the following exceptions:

- a. For Product purchased for business use on a perpetual license basis, access to Software updates, Content, and Support is contingent upon a valid and paid-for VIPRE Support offering which covers Software maintenance. Such access will commence on the validity date of the

Support offering and shall thereafter continue in effect until the expiration of the agreed Support period (unless otherwise indicated on Your License Certificate or unless otherwise terminated in accordance with this License) or Your breach of any of the terms or conditions of this License.

- b. For Product purchased for business use on a subscription basis, access to Software updates, Content, and Support is contingent upon conformance with the terms of this entire License, including in particular 1(b) License Use Level Overages and 1(c) License Term – Use.
- c. For evaluation Product, no access to Software updates, updated Content, or Support is included although it may be provided to ensure a consistent and accurate evaluation experience.

1.5 License Term – Returns. You may return the Product within thirty (30) days of initial product purchase if you decide you do not want the Product. Returns may be subject to a re-stocking or processing fee. Returned Product will trigger an immediate termination of this License. This clause does not limit or constrain the Warranty clause, below.

2. **TECHNOLOGICAL PROTECTION MEASURES**

The Products may contain technological protection measures, for instance a license key or code, which prevents unlimited copying, or limit time of use or functionality in accordance with the type of license and Use Levels that You purchase (“TPM”). You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in Your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorized removal or circumvention of such TPM. You further acknowledge and consent that the Product will automatically contact VIPRE to receive Content and, in addition, if and when any of the following events occur: (i) the Product is successfully installed by You; (ii) You fail to install the Product successfully; (iii) the Product has been successfully configured; (iv) there are changes to the Product’s license key or TPM; and / or (v) the Product is uninstalled. VIPRE has offices worldwide and You acknowledge and consent that any data collected may be sent to any VIPRE office

or affiliate for processing, including locations outside of the USA and European Union.

3. SUPPORT / PC LIFETIME SERVICE POLICY

3.1 Support – Generally. If You have a valid Product support contract (as indicated on the applicable License Certificate) with VIPRE; are current with payments thereunder; are using currently-supported Product (as defined by VIPRE’s product [Lifecycle Policy](#)); and have installed the Product on a supported platform in accordance with the System Requirements listed in the Release Notes for each release, VIPRE will provide You with the support described in this Section (“Support”). In VIPRE’s sole determination in order to help You identify and, on Your own, correct problems with the Product, Support may consist of: (i) live chat; (ii) telephone or electronic support; and / or (iii) supplying extensions, enhancements or other changes that VIPRE makes or adds to the Product and which is made publicly available, without additional charge, to other licensees of the Product that are enrolled in VIPRE’s Support.

3.2 PC Lifetime Service Policy. If Your purchase includes VIPRE’s PC Lifetime Service Policy (“Lifetime Service”), as indicated on Your License Certificate, VIPRE agrees to provide You with related Content updates for the Product for download at no additional charge for as long as You own the original computer upon which You originally installed the agent or client Product (“Original Computer”). Notwithstanding the foregoing, if Your Original Computer is damaged, or if You experience a hard drive failure resulting in having to rebuild or restore the Original Computer, VIPRE agrees to provide to You a one-time reinstall of the Product so as to continue the Lifetime Service. **Lifetime Service is subject to the following restrictions and limitations:** in addition to the terms of this License: (a) Lifetime Service is not transferable to a new (or used) or different computer if, for any reason, You purchase a new computer; however, You may purchase from VIPRE an additional copy of the Product, or the equivalent product available at that time, for a fee; and (b) Lifetime Service is not transferable to another user if Your Original Computer is sold or transferred

to another user, if components are rebuilt into a new computer, or if the Product is transferred as may be otherwise provided herein.

4. LICENSE RESTRICTIONS

Except as otherwise expressly provided in this License, You shall have no right, and You (or any third party You may direct or control) specifically agree not to:

4.1 Rent, lease, transfer, assign or sublicense Your license rights to any other person, or entity and You acknowledge that any attempted transfer, assignment, sublicense or use shall be void;

4.2 Decompile, decrypt, disassemble, reverse engineer, make error corrections to, modify, adapt, or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of Product, or of any files contained or generated using Product by any means whatsoever, or otherwise reduce the Product to human-readable form, except to the extent otherwise expressly permitted under applicable law. Notwithstanding this restriction (in the event that Your jurisdiction requires the foregoing), VIPRE shall have the option of providing You with the necessary Product information to make the Product interoperable, to which VIPRE may stipulate reasonable conditions of use as well as a reasonable fee for the provision of such information and only to the extent that such information is used only for the purpose of achieving interoperability of the Product with another software program; provided, in such case, You must ensure that any information (a) is not disclosed or communicated without VIPRE's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and (b) is not used to create any software which is substantially similar to the Product), without the express written authorization of VIPRE;

4.3 Remove, modify, or adapt any copyright or other intellectual property notice of VIPRE or its licensors from the Product;

4.4 Use or permit the Product to be used to perform services for third parties (i.e. act as a "Service Provider"), whether on a service bureau or time sharing basis or otherwise, without the express written authorization of VIPRE;

4.5 Make copies of the Product or any Product components, provided that You may make one copy of the Product for back up or archival purposes, provided You agree not to grant access to such backup Product to any other individual or business entity;

4.6 Unbundle the Product into its component parts as it is provided to You as a single product; and / or

4.7 Use the Product in any manner not expressly authorized herein.

5. INTERNET SHIELD BY VIPRE – ACCEPTABLE USE POLICY

This section shall apply if you use the Internet Shield product provided by VIPRE (“Internet Shield”).

You agree to comply with all applicable laws and regulations in connection with your use of Internet Shield. You may not use Internet Shield to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Sending or transmitting any SPAM over the Services, whether via e-mail, Usenet, or any other communication channel
- Acts that may materially affect the quality of other users’ experience, including, without limitation, “spikes” in bandwidth usage or using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into VIPRE’s network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;

- Attempting to circumvent authentication or security of any host, network, or account (“cracking”) without authorization;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information from the legitimate users of another entity’s website or service;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patent, trademark or copyrights;
- Transmitting or receiving, uploading, using or reusing material that includes sexual or explicit depictions of minors in any form;
- Transmitting or receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this License;
- Falsifying header information or user identification information;
- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, a VIPRE representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

6. **BETA TESTING**

From time to time, VIPRE may make beta (e.g. pre-release versions of the Product that have not been fully tested) versions of the Product available to You in hopes that You will help contribute to the development of excellent Product. Beta versions of Product or hardware is provided to You without warranty of any kind, “AS IS” and subject to the confidentiality conditions below. Such provision is done only for the purpose of assisting VIPRE with testing functionality or compatibility and on the express condition that You provide VIPRE with truthful, accurate, and

complete feedback, comments, and analysis in whatever format You may wish, or are directed to (Your “Contribution”). You expressly acknowledge that Your participation in any beta testing is undertaken by You on a volunteer basis and that You shall have no right in the beta Product or hardware or Contribution, whether in original form (as provided by You) or in respect of any derivative work (whether or not based upon, in whole or in part, on any participation or feedback You may make). Notwithstanding the foregoing, You agree to grant to VIPRE a royalty-free, perpetual, worldwide, transferable right and license to commercially use, exploit, and sub-license in VIPRE’s sole discretion, any and all Contribution.

7. CONFIDENTIALITY

The Product includes significant elements, including its organization, algorithms, and logic, which VIPRE has maintained as confidential information and is a trade secret of and proprietary to VIPRE, its suppliers, or licensors including but not limited to the specific internal design and structure of individual programs and associated interface information. You shall maintain the Product in confidence and prevent disclosure of the Product using a reasonable degree of care. You shall not disclose the confidential aspects of the Product, or part thereof, to anyone for any purpose. The Product is protected by U.S, E.U and international patent, copyright or other international laws and treaties.

8. RESERVATION OF RIGHTS

You acknowledge that all intellectual property rights in the Product and any hardware supplied by VIPRE throughout the world, belong to VIPRE and its licensors, that rights in the Product are licensed (not sold) to You, and that You have no rights or title in, or to, the Product other than the limited right to use it in accordance with the terms of this License. VIPRE and its licensors retain ownership of all copies of the Software and Documentation and reserves all rights not expressly granted to You under this License.

9. FEES / TAXES

You agree to pay VIPRE all fees and other amounts set forth on Your Order Form or shown on your screen at the time of purchase online. Fees do not include sales, use, value added or other taxes (including applicable withholding taxes), all of which shall be borne by You. Accordingly, You shall pay or (if paid by VIPRE) reimburse VIPRE for all such taxes based on this License or any fees payable

hereunder (but not any taxes based upon VIPRE's revenues or income), together with any interest on such taxes if not due to VIPRE's delay.

10. THIRD-PARTY; OPEN SOURCE SOFTWARE

Part of the Product may incorporate and consist of (i) proprietary software and / or (ii) third party open source software (collectively "Open Source"), which You may use under the terms and conditions of the specific license under which the Open Source software is distributed. You agree that You will be bound by any and all such Open Source license agreements. Title to Open Source software remains with the applicable licensor(s). Any Open Source provided with or contained in the Product is provided "AS IS" and without any warranty of any kind.

11. TERMINATION

Without prejudice to any other rights or remedies available to VIPRE, VIPRE may immediately terminate (wholly or partly) this License and Your right to use the Product: (i) upon the expiration of the current term of Your license, (ii) upon expiration of any applicable Support period, (iii) upon subscription void (product return), or (iii) if You do not abide by the terms of this License or otherwise breach any of Your obligations hereunder. Termination may include ceasing the provision by VIPRE of Content Updates and / or Support to You. Upon termination, You must cease all use of the Product, destroy all copies of the Product and all of its component parts including any accounts set up on VIPRE systems, or, at VIPRE's request, return such copies and parts to VIPRE.

12. SURVIVAL

The obligations relating to PC Lifetime Service Policy, License Restrictions, Beta Testing, Reservation of Rights, Termination, Survival, Data Protection, Confidentiality, Indemnification, Disclaimer, Limitation of Liability, Consumer Rights; Death & Personal Injury, Export Control, Equitable Relief, General, Entire Agreement and Governing Law and Jurisdiction shall survive any termination or expiration of this License.

13. PRIVACY – CONSENT TO USE OF DATA

Your privacy is important to us, but in the normal course of business VIPRE may require knowledge of You and Your environment in order to provide quality software and adequate Support. Through Your use of the Product VIPRE and its

affiliates may collect and use certain information about You including, without limitation, personal and technical and related information about Your computer system and application software (“Information”). VIPRE uses such Information in accordance with its privacy policy, a copy of which may be found at <https://vipre.com/privacy/> or <https://global.vipre.com/privacy/>

14. DATA PROTECTION

Each party shall comply with its respective obligations under applicable data protection laws (“DPL”). Neither party shall do any act that puts the other party in breach of its obligations as per this Section nor shall anything in this License be deemed to prevent any party from taking the steps it reasonably deems necessary to comply with DPL. You agree that during the course of this License: (i) You alone shall determine the purposes for which and the manner in which personal data are, or will be, processed; (ii) if You are a business, You are the data controller in respect of all personal data processed; and (iii) You have obtained consent from the data subject to send their personal data to VIPRE. VIPRE agrees that it is the data processor in respect of the personal data processed during the course of this License. You warrant and undertake that any instructions given by You to VIPRE will at all times be in accordance with the requirements of DPL. You shall fully indemnify VIPRE against any loss, liability, and costs incurred by VIPRE as a result of any breach of DPL by You.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold VIPRE, its parent, subsidiaries, and affiliate organizations and their respective officers, agents and employees, harmless from and against any and all claims, losses, demands, damages, obligations, penalties and costs (including reasonable attorneys’ fees) attributable to or arising out of Your breach of any provision of this License, Your use of the Product, Your negligent or wrongful acts, and/or Your violation of any applicable laws.

16. LIMITED WARRANTY

Different countries have different consumer (i.e. someone who uses the Products or hardware outside of their business or trade) laws and regulations depending upon Your country of purchase or residence. These different statutory consumer laws may provide alternative remedies than that provided hereunder. The protection provided under the following warranty is in addition to such statutory consumer

laws and such warranty is not intended to limit or exclude Your consumer statutory rights as it relates to non-conformity of a sales contract.

16.1 VIPRE Software. **All of VIPRE’s software and services are provided “as is,” and neither VIPRE nor any of its affiliates, licensors, or service providers makes any express or implied representations or warranties to You regarding the usability, condition, or operation thereof. VIPRE does not warrant that access to or use of VIPRE’s software or the services will meet any particular criteria of performance or quality. VIPRE and each of its affiliates, licensors, and service providers expressly disclaim all implied warranties, including and without limitation; warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.**

16.1 VIPRE Hardware. Please refer to the applicable limited warranty, which was supplied to You at the time of original purchase of the hardware. In the absence of any applicable hardware limited warranty, these terms apply: VIPRE’s limited warranty covers hardware provided by VIPRE as against material defects in materials and workmanship under normal use from the date of purchase of the original hardware to the date set out in the applicable hardware limited warranty, or if no such date is provided, 30 days from the date of the original purchase by you of the hardware. Any warranty is personal to You and cannot be transferred.

- a. **Remedy.** If a hardware defect arises and You have a valid claim under this warranty, VIPRE at its option may: (1) repair the defect at no cost to You, using new or refurbished parts that are equivalent to new in performance and reliability, or (2) exchange the hardware with hardware that is new or refurbished (that is equivalent to new in performance and reliability), which is at least functionally equivalent to the original Software media or hardware, or (3) refund the purchase price of the original hardware subject to Your provision of a valid receipt of purchase.

The warranties set out above do not apply to damage: (1) to consumable parts i.e. batteries, cosmetic, or (2) caused by (i) non VIPRE products, or (ii) Your failure to follow VIPRE’s instructions whether such instructions are given to You orally or are contained in

any VIPRE documentation, whether printed or online, or (iii) by abnormal use, abuse or misuse, or use outside of the Products' permitted uses, or (iv) by non-VIPRE service or repairs (except where VIPRE has instructed You in writing to undertake a user installation and You adhere to all of VIPRE's instructions), or (3) where the Product's or hardware's serial number or other unique identifier is removed or defaced.

You will receive the remedy elected by VIPRE without charge, except that You are responsible for any expenses You may incur (e.g. cost of shipping the hardware to VIPRE, handling and re-stocking fees of 15%). This Limited Warranty is void if failure of the hardware has resulted from accident, abuse, misapplication, abnormal use, a virus, or use after an upgrade was made available to You. Any replacement hardware or Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

17. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, the warranties set forth in Section 16 are Your exclusive warranties and are in lieu of all other warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement of intellectual property rights. Accordingly, to the maximum extent permitted by law and except as otherwise provided herein, the Product, Content, Content updates, hardware and Support are provided on an "as is" and "where is" basis and without warranty. VIPRE makes no warranties or representations that the Product, Content, Content updates, hardware, or Support will meet Your requirements or that operation or use of the Product, Content, Content updates, or Support will be uninterrupted or error-free. You may have other warranty rights, which may vary from state to state and country to country.

18. HIGH RISK DISCLAIMER

The Products, hardware, Content and Content Updates are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Products, Services, or

hardware could lead directly to death, personal injury, or severe physical or property damage (collectively, “High-Risk Activities”). VIPRE expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

19. LIMITATION OF LIABILITY

To the maximum extent permitted by law in no event shall VIPRE, its affiliates, subsidiaries, or licensors be liable for any special, incidental, indirect, or consequential damages whatsoever (including without limitation for any damages for loss of profits, loss or corruption of confidential or other information, business interruption, loss of privacy, failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Software, Documentation, hardware, Content, Content updates or the provision of or failure to provide Support, or otherwise under or in connection with any provision of this License, whether arising under any theory of law, by VIPRE or any of its affiliates, subsidiaries or suppliers, and even if VIPRE or any of its affiliates, subsidiaries or suppliers had been advised of the possibility of such damages.

Without limiting the foregoing (to the maximum extent permitted by law), the maximum liability that VIPRE shall incur hereunder shall be limited to (i) the actual price paid by You for the Product if the License Term is perpetual, or (ii) the amount paid or payable for the Product for the 12 months prior to the event giving rise to the claim, if the Product’s License Term is subscription-based; or (iii) €5,000 /\$5,000 if the Product is an Evaluation Product.

20. CONSUMER RIGHTS; DEATH & PERSONAL INJURY

Nothing contained within Sections 17, 18, and 19 above is intended to limit Your rights in respect to actions relating to (i) death, or (ii) personal injury, or (iii) consumer statutory rights, including Your consumer statutory rights as it relates to non-conformity of a sales contract.

21. MALWARE NOTICE

Certain Products may contain malware used for testing, research, education and evaluation purposes. Access to such Products is only available to authenticated, authorized persons as configured by You, but once granted such access does permit

access to LIVE MALWARE which could cause environmental damage if extracted and executed without proper precautions. VIPRE expects that You will only grant access to such Products to properly trained personnel with sufficient expertise to avoid such damage. VIPRE and its affiliates are not responsible for any damage, disruption or downtime resulting from malware extracted from the Products. By using, reselling or distributing the Products containing malware, You and Your end users accept all liability and You agree to indemnify, defend, and hold VIPRE, its parent, subsidiaries, or affiliate organizations, officers, agents and employees, harmless from any claims, losses, demands, or damage, costs (including reasonable attorneys' fees), asserted by any third party (including end users) due to or arising out of the use of the Products containing malware.

22. APPLICATION SECURITY PKG

This Section (Application Security Pkg) shall only apply in the event You order or receive access to the training modules generally referred to as IeL Application Security Pkg (the "ASP") owned by Infrared Security LLC ("Infrared") and licensed for resale by VIPRE. This Section will still apply in the event the ASP is referred to by a module or package title other than the title referred to above. You understand and agree that any warranties provided to You by (i) this License, (ii) any agreement with a VIPRE partner or (iii) any other agreement with VIPRE or relating to the Products provided by VIPRE do not apply to the ASP. Except as explicitly provided in this Section there are no warranties associated with the ASP. Infrared will make commercially reasonable efforts to ensure a reliable operational schedule and to provide timely correction of content known to be inaccurate. Infrared and VIPRE do not represent or warrant that the ASP or the associated services will be error-free, free of viruses or other harmful components, that defects will be corrected or that the ASP will always be accessible. Except as provided herein, the ASP, and the associated content are provided on an "as is," "as available" basis, and Infrared and VIPRE expressly disclaim all warranties, including the warranties of merchantability, and fitness for a particular purpose and non-infringement. In the event of self-hosting, You covenant to cease use of and properly delete the ASP and related materials upon completion of Your License Term. VIPRE and Infrared are each individually authorized to audit Your data and records resulting from or related to Your use of the ASP and monitor usage of the ASP in the event of self-hosting. If applicable, You agree that Infrared shall retain and reserve all rights and ownership in intellectual property of custom content

provided by Infrared to be included with the ASP at Your request.

23. EXPORT CONTROLS

You agree that the Product will not be shipped, transferred or exported into any country or to anyone: (i) which the EU, U.S or UN has embargoed goods; or (ii) where the national legislation of the relevant EU Member State has embargoed goods; or (iii) listed in any enacted Common Position on restrictive measures imposed by the EU; or (iv) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (v) in any manner prohibited by the EU Common Foreign and Security Policy, the United States Export Administration Act, or any other export laws or regulations. By using the Product, You represent that You are not located in, under the control of, or a national or resident of any such country or on any such list and You take full and sole responsibility for such use.

24. US GOVERNMENT RIGHTS

If You are obtaining the Product on behalf of any part of the United States Government, the Product shall be deemed "Commercial Software" and "Commercial Computer Software Documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212 and 52.227-19, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Product shall be governed solely by the terms of this License and shall be prohibited except to the extent expressly permitted by the terms of this License.

25. EQUITABLE RELIEF

The parties agree that irreparable damage would occur if any provision of this License were not performed by You in accordance with the terms hereof and that VIPRE shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof (without any requirement to post bond or guarantee), in addition to any other remedy to which VIPRE is entitled at law or in equity.

26. GENERAL

This License may not be assigned by You. Any purported assignment by You will be null and void. This License may not be amended by You, but VIPRE may amend the License from time to time and shall post any amended License on its

website at <https://vipre.com/about-vipre/legal/> and You shall be deemed to have accepted the terms of any amended License thereafter. The remedies of the parties set forth herein are cumulative and will not exclude any other remedies to which the party may be lawfully entitled. In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License but this License shall be construed as if such invalid, illegal or other unenforceable provision had never been contained herein and such provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. This License is for the sole benefit of VIPRE and You and nothing herein, express or implied, is intended to or shall confer upon any other third person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this License.

27. ENTIRE AGREEMENT

This License, including Your License Certificate (as each may be amended by time to time), is the entire agreement between You and VIPRE relating to the Product and Support and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product and Support. This License prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement, or confirmation or other document issued by You, even if signed and returned by VIPRE. To the extent the terms of any VIPRE terms of sale, policies, or programs conflict with the terms of this License, the terms of Your Order Form issued by VIPRE will prevail and control and the terms of this License shall prevail and control over any other terms of sale, policies, or programs.

28. GOVERNING LAW & JURISDICTION

Except to the extent expressly provided in the following paragraph, this License and the relationship between you and VIPRE shall be governed by the laws of the State of New York, USA excluding its conflicts of law provisions. You and VIPRE agree to submit to the personal and exclusive jurisdiction of the courts located within New York County, New York, USA, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the United States.; (c) you are not accessing the Service from the United States; and (d) you are a citizen of one of the countries identified below, you hereby agree that any

dispute or claim arising from this License, the Product or Support shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen or are established in any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence/establishment.

29. NOTICES

All notices must be in writing and shall be mailed by registered or certified mail or sent via email to legal@vipre.com (effective on the third day following the date of mailing, with evidence of effective transmission and receipt). All notices must be addressed to VIPRE Legal Department. For purposes of service and notices, the address for VIPRE Security Group, Inc. is 360 Park Ave S, 17th Floor, New York, NY 10010 with a copy sent via email to: legal@vipre.com. For purposes of service and notices in the EU, the address for VIPRE Security Group is 3rd Floor, 18 Mansell Street, London E1 8AA with a copy sent via email to: legal@vipre.com.

30. DISPUTE RESOLUTION PROCEDURE; ARBITRATION OF DISPUTES; CLASS ACTION WAIVER

(Applicable for U.S. Customers only)

If you and VIPRE are unable to resolve a dispute through the Informal Dispute Resolution Procedures below, we each agree to resolve the dispute through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this arbitration provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** In arbitration you may

be entitled to recover attorneys' fees from us to the same extent as you would be in court.

ARBITRATION AGREEMENT

(1) **Claims Subject to Arbitration:** To the fullest extent permitted by applicable law, VIPRE and you agree to arbitrate **all disputes and claims** between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a current member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "VIPRE," "you," "we" and "us" in this Arbitration Agreement include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future parents, subsidiaries and affiliates (including Ziff Davis, Inc. and its affiliates); those entities and our respective agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; and all authorized or unauthorized users or beneficiaries of Services under this or prior Agreements between us. Notwithstanding the foregoing, either party may elect to have claims heard in small claims court seeking only individualized relief, so long as the action is not removed or appealed to a court of general jurisdiction. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. **You agree that, by entering into this Agreement, you and we are each waiving the right to participate in a class action and to a trial by jury to the fullest extent permitted by applicable law.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act

(9 U.S.C. §§ 1-16) governs the interpretation and enforcement of this arbitration provision. This Arbitration Agreement shall survive termination of this Agreement.

(2) Mandatory Pre-Arbitration Notice and Informal Dispute Resolution

Procedures: You and we agree that good-faith, informal efforts to resolve disputes often can result in a prompt, cost-effective and mutually beneficial outcome. Therefore, a party who intends to initiate arbitration or file a claim in small claims court must first send to the other a written Notice of Dispute ("Notice"). A Notice from you to VIPRE must be emailed to legal@vipre.com ("Notice Address").

Any Notice must include (i) the claimant's name, address, and email address; (ii) a description of the nature and basis of the claim or dispute; (iii) if you are submitting the Notice, any relevant facts regarding your use of the Sites, including whether you have created an account with or receive any newsletters associated with any of the Sites; (iv) a description of the nature and basis of the specific relief sought, including the damages sought, if any, and a detailed calculation for them; and (v) a personally signed statement from the claimant (and not their counsel) verifying the accuracy of the contents of the Notice. The Notice must be individualized, meaning it can concern only your dispute and no other person's dispute.

After receipt of a completed Notice, the parties shall engage in a good faith effort to resolve the dispute for a period of 60 days (which can be extended by agreement). You and we agree that, after receipt of the completed Notice, the recipient may request an individualized video settlement conference (which can be held after the 60-day period) and both parties will personally attend (with counsel, if represented). If you are unable to participate in the settlement conference by video, you may attend telephonically upon showing of good cause or extraordinary circumstances warranting telephonic participation (e.g., inability to afford equipment or sufficient Wi-Fi due to indigent circumstances). You and we agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually convenient time and to seek to reach a resolution. If we and you do not reach an agreement to resolve the issues identified in the Notice within 60 days after the completed Notice is received (or a longer time if agreed to by the parties), you or we may commence an arbitration proceeding or a small claims court proceeding (if permitted by small claims court rules).

Compliance with this Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures section is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this Section 30(2). All of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are essential so that you and VIPRE have a meaningful opportunity to resolve disputes informally. If any aspect of these requirements has not been met, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration administrator may not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without completion of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures. If the arbitration is already pending, it shall be administratively closed. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with these Procedures in arbitration.

(3) Arbitration Procedure: The arbitration will be governed by applicable rules of National Arbitration & Mediation ("NAM") (including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable) ("NAM Rules"), as modified by this Arbitration Agreement, and will be administered by NAM. (If NAM is unavailable or unwilling to do so, another arbitration provider shall be selected by the parties that will do so, or if the parties are unable to agree on an alternative administrator, by the court pursuant to 9 U.S.C. §5.) The NAM Rules are available online at www.namadr.com or by requesting them in writing at the Notice Address. You may obtain a form to initiate arbitration at: <https://www.namadr.com/content/uploads/2020/09/Comprehensive-Demand-for-Arb-revised-9.18.19.pdf> or by contacting NAM.

You and we agree that the party initiating arbitration must submit a certification that they have complied with and completed the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures requirements referenced in Section 30(2) and that they are a party to the Arbitration Agreement enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if represented).

All issues are for the arbitrator to decide, except as otherwise expressly provided herein. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers.

Unless we and you agree otherwise, or the applicable NAM Rules dictate otherwise, any arbitration hearings will take place in the county (or parish) of your billing address and you and a VIPRE representative will be required to attend in person. At the conclusion of the arbitration proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's decision is binding only between you and VIPRE and will not have any preclusive effect in another arbitration or proceeding that involves a different party. An arbitrator's award that has been fully satisfied shall not be entered in any court.

As in court, you and VIPRE agree that any counsel representing a party in arbitration certifies when initiating and proceeding in arbitration that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including certification that the claim or relief sought is neither frivolous nor brought for an improper purpose.

The arbitrator is authorized to impose any sanctions under the NAM Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law, against all appropriate represented parties and counsel.

Except as expressly provided in the Arbitration Agreement, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorneys' fees and costs, in accordance with applicable law. Unless otherwise provided by applicable law, the parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator awards sanctions or finds that either the substance of the claim, the defense, or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11 (b)).

(4) Arbitration Fees: The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable NAM Rules, unless you qualify for a fee waiver under applicable law. If after exhausting any potentially available fee waivers, the arbitrator finds that the arbitration fees will be prohibitive for you as compared to litigation, we

will pay as much of your filing, arbitrator, and hearing fees in the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith. You and we agree that arbitration should be cost-effective for all parties and that any party may engage with NAM to address the reduction or deferral of fees.

(5) **Confidentiality:** Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

(6) **Offer of Settlement:** In any arbitration between you and VIPRE, the defending party may, but is not obligated to, make a written settlement offer at any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If the award is issued in the other party's favor and is less than the defending party's settlement offer or if the award is in the defending party's favor, the other party must pay the defending party's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or case law prohibits the shifting of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs to which the party bringing the claim may be entitled for the cause of action under which it is suing.

(7) **Requirement of Individualized Relief:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate

more than one person's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then the parties agree such a claim or request for relief shall be decided by a court of competent jurisdiction, after all other arbitrable claims and requests for relief are arbitrated. You agree that any arbitrations between you and VIPRE will be subject to this Section 30 and not to any prior arbitration agreement you had with VIPRE, and, notwithstanding any provision in this Agreement to the contrary, you agree that this Section 30 amends any prior arbitration agreement you had with VIPRE, including with respect to claims that arose before this or any prior arbitration agreement.

(8) Opt Out of Future Changes: Notwithstanding any provision to the contrary, if VIPRE makes any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending VIPRE an email to legal@vipre.com within 30 days of the posting of the amended arbitration agreement that provides: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) if applicable, the username or email address associated with any potential account or newsletter; (v) the relevant Site; and (vi) the approximate date of your initial use of the relevant Site. Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement, personally signed by you, that you wish to reject the change to the Arbitration Agreement. This is not an opt out of arbitration altogether.

(9) Mass Filing: If, at any time, 25 or more claimants (including you) submit Notices or seek to file demands for arbitration raising similar claims against the other party or related parties by the same or coordinated counsel or entities, consistent with the definition and criteria of Mass Filings ("Mass Filing") set forth in NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules," available at <https://www.namadr.com/resources/rules-fees-forms/>), you and we agree that the additional procedures set forth below shall apply. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications

to these procedures based on the particular needs of the Mass Filing. The parties acknowledge and agree that by electing to participate in a Mass Filing, the adjudication of their dispute might be delayed. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled beginning when the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are initiated, so long as the pre-arbitration Notice complies with the requirements in Section 30(2), until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

Stage One: 25 claimants per side (50 claimants total) shall be selected at random (i.e., counsel for each side may not choose any specific claimants themselves from amongst the possible claimants) for their claims to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and VIPRE shall pay the mediator's fee.

Stage Two: If the remaining claims are not resolved at this time, 50 claimants per side (100 claimants total) shall be selected at random (i.e., counsel for each side may not choose any specific claimants themselves from amongst the possible claimants) for their claims to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and VIPRE shall pay the mediator's fee.

Stage Three: If the remaining claims are not resolved at this time, all remaining claimants shall be grouped randomly into groups of 50 claimants per side (i.e., counsel for each side may not choose any specific claimants themselves from amongst the possible claimants) for their claims to be filed and to proceed in individual arbitrations as part of a third staged process, subject to any procedural changes the parties agreed to in writing. Each group of claimants shall proceed in parallel during this stage.

Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your claim, and a court of competent jurisdiction determines that they are not enforceable as to your claim, then your claim shall proceed in a court of competent jurisdiction consistent with this Agreement.

You and VIPRE agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and VIPRE acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

(10) **Severability:** If any portion of this Arbitration Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of this Arbitration Agreement shall continue to be enforceable and valid according to the terms contained herein.

31. CLASS ACTION AND JURY TRIAL WAIVER

You and VIPRE agree that, to the fullest extent permitted by law, each party may bring claims (whether in court or in arbitration) against the other only in an individual capacity, and not participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding. This means that you and VIPRE may not bring a claim on behalf of a class or group and may not bring a claim on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual claim. This also means that you and VIPRE may not participate in any class, collective, consolidated, private attorney general, or representative proceeding brought by any third party. Notwithstanding the foregoing, you or VIPRE may participate in a class-wide settlement. To the fullest extent permitted by law, you and VIPRE waive any right to a jury trial.

32. CHANGES TO THIS LICENSE

We reserve the right to change the terms and conditions of this agreement at any time. By using the Product, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning VIPRE, including changes to this agreement. We may give you notice of a change by posting the change on the website or by other permitted communication. Such notice will be considered given and effective on the date posted. These changes will become binding on you on the date they are posted indicated in the terms and conditions, and we are not required to give you further notice in order for you to continue using the Product. By continuing to use the service after revisions are in effect, you accept and agree to all revisions. If you do not agree to the changes, you must terminate your service immediately. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of the Product. If you continue to use the Product, we will consider this your acceptance of any changes. We reserve the right to update this License at any time. The most recent version of this document will always be found at

<https://vipre.com/about-vipre/legal/>

You acknowledge that You have read this License and understand it and that by clicking ‘I Agree’ or downloading, or otherwise using the Product, You

agree to be bound by its terms and conditions. You further agree that this License is the complete and exclusive statement of the rights and liabilities of the parties with respect to the subject matter hereof.

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