

# License and Services Agreement for Business Solution

This **License and Services Agreement for Bitdefender Solutions** (“**Agreement**”) is a legal agreement between **Bitdefender** and You, for use of the Bitdefender software and the initialization of the services and any other service provided by Bitdefender (“**Bitdefender Solutions**”).

## 1. DEFINITIONS.

“**You** or “**Your**” refers to an individual or entity that has executed this Agreement and ordered Bitdefender Solutions and/or services from Bitdefender or its authorized resellers or distributors.

“**Agreement**” is legal agreement between Bitdefender and You, for use of the Bitdefender Solutions.

An employee or other agent, including a reseller or contractor which installs or registers Bitdefender Solution, of this entity, must be a representative of the entity and must accept this Agreement on behalf of the entity before the Bitdefender Solution may be used. Please print this Agreement and save a copy electronically.

“**Affiliate**” means any entity in which You, as applicable, owns or controls, directly or indirectly, and any parent company that owns or controls, and any of the companies the parent company controls. For purposes of this definition, “control” means the direct or indirect beneficial ownership of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) in an entity.

“**Beta Solution**” means any Trial Solution and any solution marked or otherwise designated as a beta test version, irrespective of whether payment has been made

“**Bitdefender Solution**” 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 and technical support.

“**Documentation**” means explanatory materials in printed, electronic or online form that accompany the Bitdefender Solutions.

“**Update**” means an update to the detection data or software made available to You, at Bitdefender’s sole discretion, 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 Solution made available to You at Bitdefender sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed for a separate fee.

**“User”** means an employee, independent consultant or other individual of your entity who use or have access to or benefits from the Bitdefender Solution licensed to you.

## **2. PRODUCT REGISTRATION.**

Registration requires a valid Bitdefender Account that includes a valid email address for receiving Updates, Upgrades, other notices and a valid product license. The Bitdefender Account is mandatory for the use of the Bitdefender Solution, as stated in the Product Documentation.

For all Bitdefender Solutions **excepting Bitdefender Security for AWS** registration requires a valid product serial number available in the transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Solution.

This control helps ensure that the Bitdefender Solution operates only on validly licensed devices, virtual machines and mobile devices and that validly licensed users receive services. The Bitdefender Account is necessary for the activation of the online features, as stated in the Product Documentation.

**The Bitdefender Security for AWS**, is a subscription-based service offered by Bitdefender for Amazon EC2 customers.

If you purchase directly from Bitdefender, You must have an Amazon Payments account with a valid credit card necessary for the monthly billing. You are not provided with or required to use a license key.

The Bitdefender Solution features and terms are presented on the Bitdefender website, e-shop or the applicable transaction documentation.

The information given (name, email address, password), during initial setup, if collected, will be used as an account name under which You may elect to receive services and/or under which You may use certain features of the Bitdefender Solution. You may change and Bitdefender strongly recommends you to do so, the password at any time after installation of the

Product.

### **3. LICENSE RIGHTS AND RESTRICTIONS.**

Upon Bitdefender's acceptance of your order and in consideration of the payment of the fee by you and receipt of the corresponding payment by Bitdefender, Bitdefender grants you the limited, non-exclusive, non-transferable right to use Bitdefender Solution that You ordered solely for your internal business operations including your Affiliates, and subject to the terms of this agreement, including the order and the product documentation. You may allow your Users to use the Bitdefender Solutions for this purpose and you are responsible for their compliance with this agreement in such use.

You may install or use the Bitdefender Solutions and initiate the services, on as many devices as necessary with the limitation imposed by the total number of licensed seats stated in the order. Depending on the purchased Product, You will be entitled to license for physical computers, virtual machines, Amazon EC2 instances and/or Exchange mailboxes, as stated in the purchasing documents.

You can use one copy of the Bitdefender Solution on a single device. If a greater number of copies and/or number of devices is specified within the order from the authorized distributor or reseller from which You obtained the Bitdefender Solution (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 Solution for back-up or archival purposes; If the Bitdefender Solution supports multiple platforms or languages, if you receive the Bitdefender Solution on multiple media, if you otherwise receive multiple copies of the Bitdefender Solution, or if you receive the Bitdefender Solution bundled with other software, the total number of your devices on which all versions of the Bitdefender Solution are installed may not exceed the Permitted Number.

During the installation process, the Bitdefender Solution may uninstall or disable other security products if such products or features are incompatible with Bitdefender Solution.

The Bitdefender Solution is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Bitdefender Solutions is licensed, not sold. This agreement only gives You some rights to use the Bitdefender Solution.

License Restrictions. Under this Agreement, You may not transfer or sublicense the Bitdefender Solution to another person or entity; you shall not rent, lease, loan, auction, or resell the Bitdefender Solution nor modify, translate, or create derivative works, reverse engineer, de-compile, or disassemble the Bitdefender Solution, in whole or in part, or otherwise attempt to reconstruct or discover the source or object code or underlying ideas, algorithms, file formats, programming or interoperability interfaces (or if the law permits any such action, You agree to provide with at least 90 days' advance written notice ); you shall not use the Bitdefender Software to provide services to third parties or allow use or access to the Bitdefender Solution by any third party other than contractors or consultants acting on Your behalf. You may not permit third parties to benefit from the use or functionality of the Bitdefender Solution and Services via a timesharing, service bureau or other arrangement. You may not remove any proprietary notices or labels on the Bitdefender Solution and You may not disclose results of any program benchmark tests without Bitdefender's prior written consent. If Bitdefender provides the Bitdefender Solution (i) embedded, incorporated or loaded onto a physical hardware device or (ii) made available for download to a designated physical hardware device, then the license is restricted to use on that device only. Additionally, you may not, (a) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Bitdefender Solution.

You must obtain all necessary rights and permissions from your Users to use the Bitdefender Solution.

Please check the sales documents and Bitdefender websites for limitations of usage among the different categories of endpoints.

#### **4. EVALUATION AND BETA LICENSE.**

If the Bitdefender Solution is provided to You for evaluation purposes and You have an evaluation agreement with Bitdefender for the Bitdefender Solution, Your rights to evaluate the Bitdefender Solution will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Bitdefender for the Bitdefender Solution and if You are provided the Bitdefender Solution for evaluation purposes, section 3, LICENSE RIGHTS AND RESTRICTIONS, is hereby replaced with the following terms and conditions. Bitdefender grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Bitdefender Solution solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation

period, if an evaluation period is pre-determined in the Bitdefender Solution or (ii) thirty (30) days from the date of Your initial installation of the Bitdefender Solution, if no such evaluation period is pre-determined ("Evaluation Period"). The Bitdefender Solution may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Bitdefender Solution may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Period, You will cease use of the Bitdefender Solution and destroy all copies of the Bitdefender Solution. All other terms and conditions of this Agreement shall otherwise apply to Your evaluation of the Bitdefender Solution.

If You are a beta user, You may use Bitdefender Solution for testing purposes in a non-production environment for a maximum of thirty (30) days from the date You download Bitdefender Solution (the "Beta Period").

During any Evaluation or Beta Period, You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

**THE PROVISIONS OF THE SECTION, APPLY IN PLACE OF SECTION 11 WITH RESPECT TO ANY EVALUATION AND BETA SOLUTIONS.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BITDEFENDER SOLUTION USED FOR TRIAL PURPOSES OR BETA SOLUTIONS ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.**

#### **BETA DISCLAIMER**

**THE BETA SOFTWARE LICENSED HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING LICENSE IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.**

Your right to use Bitdefender Solution ends when the Evaluation or Beta Period ends or if You violate any term of this Agreement. Upon termination of the Evaluation or Beta Period, You must delete or destroy all copies of

Bitdefender Solution and Documentation and stop using the Service. Your obligations and rights under this Agreement will continue to apply after the end of the Evaluation or Beta Period.

## **5. TERM OF LICENSE.**

For all Bitdefender Solutions, excepting Bitdefender Security for AWS, You will receive the Bitdefender Solution based on the subscription acquired and You will have certain rights to use the Bitdefender Solution during the License/Subscription Period, which shall begin on the date of Your initial installation of the Bitdefender Solution 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 the Bitdefender or its distributor or reseller from which You obtained the Bitdefender Solution. The Bitdefender Solution will automatically be deactivated at the end of the License Period, and You will not be entitled to receive any feature or content updates to the Bitdefender Solution.

For Bitdefender Security for AWS, monthly subscription, You will receive the Bitdefender Solution for as long as you pay for your subscription. If you fail to pay the monthly subscription, your account will be suspended.

Also, if you do not continue to abide by the terms of this Agreement you acknowledge that you have no right to use the Bitdefender Solution and you agree to uninstall or not use the Bitdefender Solution forthwith upon you not continuing to abide by the terms of this Agreement.

Bitdefender reserves the right to stop supporting its products or a version of its products, or discontinue its Products or Product features. End-of-support policies are posted on the Bitdefender website and may be consulted at the following link: <https://www.bitdefender.com/support/bitdefender-end-of-life-policy-statement-982.html>

For the avoidance of doubt, for Trial Licenses and Beta Solutions, Bitdefender shall have no further obligation to you beyond providing prior notice to terminate for convenience, and shall have no obligation to provide notice in the case of a termination for your breach of this Agreement.

## **6. UPDATES.**

By accepting this Agreement, during the Subscription Period, You acknowledge and agree that a server system of your choice installed in your network may be used for receiving and serving Updates of the Bitdefender Solution. The necessary protocol will not be used for anything

other than transmitting and receiving Bitdefender updates of product and 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.

You must be current in the payment of fees for the Bitdefender Solution or have an active subscription, as applicable, to receive Updates or Upgrades.

## **7. OWNERSHIP.**

All rights not expressly set forth hereunder are reserved by Bitdefender.

The Bitdefender Solution may operate or interface with software or other technology that is licensed to Bitdefender from third parties, which is not proprietary of Bitdefender, but which Bitdefender has the necessary rights to license to You. You agree: You will use such third party software in accordance with this Agreement; no third party licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to You concerning such third party software or the products themselves; no third party licensor will have any obligation or liability to You as a result of this Agreement or your use of such third party software; such third party software may be licensed under license terms which grant you additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Agreement, and such additional license rights and restrictions are described or linked to in the applicable Documentation, or within the Product itself. For the avoidance of any doubt, such additional rights and/or restrictions apply to the third party software on a standalone basis; nothing in such third party licenses shall affect your use of the Bitdefender Solutions in accordance with the terms and conditions of this Agreement. **Open Source License Terms are published in About Section of each Bitdefender Solution.**

In respect of the open source software, the following stipulations shall apply to the extent expressly required by the their licenses, the terms of relevant licenses (including in particular the scope of license as well as disclaimers of warranties and liabilities) shall apply to the respective any third party software in lieu of this Subscription agreement. Such third party license terms relating to respective software are located at the place as indicated in the software.

**FEEDBACK.** It is expressly understood, acknowledged and agreed that

You shall, regardless of whether or not formally requested to do so, provide to Bitdefender reasonable suggestions, comments, testimonials and feedback regarding the Bitdefender Solution, including but not limited to usability, bug reports and test results, with respect to Bitdefender Solution testing (collectively, "Feedback"). If You provide such Feedback to Bitdefender, You shall grant Bitdefender the following worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Bitdefender Solution, technology, service, specification or other documentation (individually and collectively, "Bitdefender Solutions"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Bitdefender Solution; (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by You that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into a Bitdefender Solution, technology or service. Further, You warrant that your Feedback is not subject to any license terms that would purport to require Bitdefender to comply with any additional obligations with respect to any Bitdefender Solutions that incorporate any Feedback.

## **8. TECHNICAL SUPPORT. SERVICES**

Technical support for Bitdefender Solution is included for the duration of the license/subscription Term. Certain technical support features may be offered by Bitdefender through its resellers for the subscription term of the Bitdefender Solution as stated on Bitdefender website. Technical Support shall be governed by the following conditions: Any such Technical Support shall be provided without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support.

**Standard Support.** The terms and conditions of standard technical support for Bitdefender Gravityzone Enterprise are stated here: <http://www.bitdefender.com/site/view/enterprise-support-policies.html>

### **Paid Services:**

**Professional Services:** If You purchase these services, their performance will be according to the Service Level Agreement available at the following



address: <https://www.bitdefender.com/media/materials/legal/Service-Level-Agreement-for-Professional-Services.v1.1.pdf>.

**Premium Technical Support Services:** If You purchase these services, their performance will be according to the Enterprise Support Policy available at: <https://www.bitdefender.com/site/view/enterprise-support-policies.html>.

**MDR Service:** If You purchase these services, their performance will be according to the Terms and Conditions available at the following address: <https://www.bitdefender.com/site/view/eula-for-accessing-bitdefender-managed-detection-and-response-service.html>

Bitdefender reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion in case You are in breach of your obligations. The technical support policies are subject to change at Bitdefender's discretion; however, Bitdefender will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies published on websites prior to entering into the ordering document for the applicable services. If You intend to receive any professional services, then you need to sign with Bitdefender a separate statement of work. These terms are not applicable for Trial and Beta Solutions.

## **9. CONFIDENTIALITY.**

Neither Party shall disclose any confidential and/or proprietary information belonging to the other party unless agreed in writing by the said party. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential. This obligation shall not apply to information received which: (i) is or becomes known by the recipient without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public through no act or omission on the part of the recipient; or (iii) is independently developed by the recipient without the use of confidential or proprietary information. In the event that either Party is required to disclose confidential and proprietary information pursuant to law, it shall notify the other Party of the required disclosure. Each Party agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents on a need to know bases and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this

Agreement in any legal proceeding arising from or in connection with this Agreement.

## **10. WARRANTIES. DISCLAIMERS.**

Bitdefender warrants that Bitdefender Solution will be provided in a professional manner consistent with industry standard. Bitdefender warrants to You that the encoding of the software program on the media on which the Bitdefender Solution is furnished will be free from defects in material and workmanship, and that the Bitdefender Solution 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")

The warranty shall not apply if (i) 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.

If Bitdefender is notified in writing of a breach of warranty 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 Solution within a reasonable time, or (ii) to authorize a refund of the Fee following return of the Products accompanied by proof of purchase. Any replacement Products shall be warranted for the remainder of the original Warranty Period.

Bitdefender shall indemnify and keep you harmless from any claim by a third party that your use or possession of the Bitdefender Solution in accordance with the terms and conditions of this Agreement infringes any third party patent, trademark or copyright.

The foregoing obligation of Bitdefender does not apply with respect to software, services or portions or components thereof: (i) not supplied by Bitdefender; (ii) used in a manner not expressly authorized by this Agreement or the accompanying Documentation (iii) made in accordance with your specifications; (iv) modified by anyone other than Bitdefender, if the alleged infringement relates to such modification; (v) combined with other products, processes or materials where the alleged infringement would not exist but for such combination; or (vi) where you continue the allegedly" infringing activity after being notified thereof and provided with

modifications that would have avoided the alleged infringement.

**In the event the Bitdefender Solution is held by a court of competent jurisdiction to constitute an infringement Bitdefender shall, at its sole option, do one of the following: (i) procure the right to continued use; (ii) modify the Bitdefender Solution so that their use becomes non-infringing; (iii) replace the Bitdefender Solution with substantially similar products in functionality and performance; or (iv) if none of the foregoing alternatives is reasonably available to Bitdefender, Bitdefender shall refund the pro-rata unused portion of the Bitdefender Solution.**

**The Parties may request indemnification under this provision, provided they: (a) give notice within ten (10) days of any claim being made or proceedings being issued against; (b) give sole control of the defense and settlement to the indemnifying party (provided any settlement relieves the indemnified party of all liability in the matter); (c) provide all available information and reasonable assistance; and (d) have not previously compromised or settled such claim.**

**THIS SECTION STATES BITDEFENDER'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS.**

**BITDEFENDER DOES NOT WARRANT THAT BITDEFENDER SOLUTION WILL MEET YOUR REQUIEREMENTS. BITDEFENDER DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT BITDEFENDER WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**THIS BITDEFENDER SOLUTION IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS BITDEFENDER SOLUTION 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.

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 BY HIM. 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, FALSE POSITIVES OR FALSE NEGATIVES, 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 STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE.

YOU SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND THAT YOU SHALL TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. BITDEFENDER ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

Bitdefender is acting on behalf of its partners for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

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

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.

## **11. ELECTRONIC COMMUNICATIONS.**

Bitdefender may send you legal notices and other communications about the Software and Maintenance subscription services or our use of the information you provide us ("Communications"). Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address, or will post Communications on its Sites. The legal basis for sending these communications are this contract (for the transactional communications) and the legitimate interest for marketing with the current customers (for the commercial communications)

## **12. PRIVACY POLICY & GDPR.**

All the information on how the personal data is processed during the usage of the Bitdefender Solution and services is specified in the Bitdefender Privacy Policy. By accepting this Agreement, you understand that you have been notified about how your personal data will be processed according to the Privacy Policy for Business Solutions published on: <https://www.bitdefender.com/site/view/legal-privacy.html> and the Personal Data Notice for Business Contacts of the Clients or Partners published on: <https://www.bitdefender.com/site/view/legal-personal-data-notice-for-business-contacts-of-the-clients-or-partners.html>

As regards personal data collected by Bitdefender Solution from your Users and the applicable data protection legislation governing this relationship, according to the EU applicable legislation on personal data (GDPR – General Data Protection Legislation), Bitdefender together with You are joint controllers.

Bitdefender acts as a data controller in relation with the personal data collected through its products and services sold to/through Business

Clients only for the purposes of ensuring information and network security, including support activities for this purpose (only in specific cases, when support activities are included in the specific contract with Bitdefender). The Users also act as data controllers in relation to the personal data they might have access through the Bitdefender's products and services for purposes of ensuring information and network security. For any other potential purposes that Business users may decide internally on their own, Business Clients and Service Providers (and their Clients) act as separate and independent data controllers, collecting personal data from another source, meaning Bitdefender's products and services.

The joint controllers will be each independently and separately responsible for the respecting the GDPR provisions, including lawful processing of personal data, informing service users about the use of their personal data, the security of personal data and ensuring service users can exercise their rights, according to the Joint Controllers Arrangement available here: <https://www.bitdefender.com/media/materials/legal/Joint-Controllers-Arrangement.pdf>

### **13. TECHNOLOGIES.**

Bitdefender informs you that in certain programs or products it may use data collection technology to collect technical information (including suspect files), to improve the products, to provide related services, to adapt them to the latest industry trends and to prevent the unlicensed or illegal use of the product or the damages resulting from the malware products.

You accept that Bitdefender may use such information as part of the services provided in relation to the product and to prevent and stop the malware programs running on your device.

By accepting this Agreement, You acknowledge and agree that the security technology used can scan the traffic in an impersonal mode to detect the malware and to prevent the damages resulting from the malware products.

You acknowledge and accept that Bitdefender may provide updates or additions to the program or product which automatically download to your device. By accepting this Agreement, You agree that some of the executable files considered potentially harmful, may be submitted to Bitdefender servers for the purpose of being scanned.

Bitdefender reserves the right to collect certain information from the computer on which it is installed, depending on the modules and services

You have activated in your Bitdefender Solution. Such information may pertain to potential security risks as well as to URLs of websites visited that the Bitdefender Solution and Services deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. As such, You agree that certain Product modules, services and components may collect pieces of data from your systems for the purpose of evaluating and improving the ability of Bitdefender's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. Bitdefender also employs proprietary Cloud technologies to perform scanning on certain URLs, files or emails submitted from your systems.

#### **14. AUDIT RIGHTS.**

Bitdefender may audit Your use of the Bitdefender Solution to verify that Your usage complies with applicable Documentation. An audit will be done upon reasonable notice and during normal business hours, but not more often than once each year unless a material discrepancy was identified during the course of a prior review. You agree to implement internal safeguards to prevent any unauthorized copying, distribution, installation, or use of, or access to, the Bitdefender Solution. You further agree to keep records sufficient to certify Your compliance with this Agreement, and, upon request of Bitdefender, provide and certify metrics and/or reports based upon such records and accounting for both numbers of copies (by product and version) and network architectures as they may reasonably relate to Your subscription and deployment of the Bitdefender Solution.

#### **15. FORCE MAJEURE.**

Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party.

#### **16. GENERAL.**

If You are located in the United States or Canada, this Agreement is governed by the laws of the State of Florida, USA, with the venue in Broward County. If you are located in UK, Australia and New Zeland, this

Agreement will be governed by the laws of UK laws, with the venue in Reading. If you are located in the Netherlands, Belgium, Denmark, Finland, Iceland, Norway, and Sweden, this Agreement is governed by the Dutch Laws with the venue in the Hague. If you are located in Germany and Austria, this Agreement is governed by the German Laws with the venue in München. If You are located in rest of Europe, Africa, Middle East and Asia, this Agreement will be governed by the laws of Romanian with the venue in the courts of Bucharest.

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.

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.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Bitdefender Solution. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Bitdefender Solution and Services. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

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.

Bitdefender retains the right to assign this Agreement in its sole discretion. You may not assign this Agreement without the prior written permission of Bitdefender.

BITDEFENDER may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Bitdefender Solution distributed with the revised terms. If any part of the Agreement is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable. In case of controversy or inconsistency between translations of the Agreement to other languages,



the English version issued by BITDEFENDER shall prevail.

Contact BITDEFENDER, at 15 A Orhideelor Street, Orhideea Towers Building, 11th floor, District 6, Bucharest, 060071, Romania; tel +40 212 063 470; fax +40 212 641 799, e-mail address: [office@Bitdefender.com](mailto:office@Bitdefender.com)