

## ESET End User License Agreement

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Please check <https://www.eset.com/us/software-eula/> for most current version of the ESET End User License Agreement

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Software End-User License Agreement.

Under the terms of this Software End User License Agreement (hereinafter referred to as “the Agreement”) executed by and between ESET, spol. s r. o., having its registered office at Einsteinova 24, 851 01 Bratislava, Slovak Republic, registered in the Commercial Register administered by Bratislava I District Court, Section Sro, Entry No 3586/B, Business Registration Number: 31 333 535 or another company from the ESET Group (hereinafter referred to as "ESET" or “the Provider”) and you, a physical person or legal entity (hereinafter referred to as “You" or "the End User”), You are entitled to use the Software defined in Article 1 of this Agreement. The Software defined in Article 1 of this Agreement can be stored on a data carrier, sent via electronic mail, downloaded from the Internet, downloaded from the Provider's servers or obtained from other sources, subject to the terms and conditions specified below.

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By clicking on the "I Accept" option while installing, downloading, copying or using the Software, You agree to the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, immediately click on the "I Do Not Accept" option, cancel the installation or download, or destroy or return the Software, installation media, accompanying documentation and sales receipt to ESET or the outlet from which You acquired the Software.

**YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

1. **Software.** As used in this Agreement the term "Software" means: (i) the ESET Smart Security 5 computer program and all components thereof; (ii) all the contents of the disks, CD-ROMs, DVDs, e-mails and any attachments, or other media with which this Agreement is provided, including the object code form of the Software supplied on a data carrier, via electronic mail or downloaded via the Internet; (iii) any related explanatory written materials and any other possible documentation related to the Software, above all any description of the Software, its specifications, any description of the Software

properties or operation, any description of the operating environment in which the Software is used, instructions for use or installation of the Software or any description of how to use the Software (hereinafter referred to as "Documentation"); (iv) copies of the Software, patches for possible errors in the Software, additions to the Software, extensions to the Software, modified versions of the Software and updates of Software components, if any, licensed to You by the Provider pursuant to Article 3 of this Agreement. The Software shall be provided exclusively in the form of executable object code.

2. **Installation.** Software supplied on a data carrier, sent via electronic mail, downloaded from the Internet, downloaded from the Provider's servers or obtained from other sources requires installation. You must install the Software on a correctly configured computer, complying at least with requirements set out in the Documentation. The installation methodology is described in the Documentation. No computer programs or hardware which could have an adverse effect on the Software may be installed on the computer on which You install the Software.

3. **License.** Subject to the condition that You have agreed to the terms of this Agreement, You pay the License Fee within the maturity period and You comply with all the terms and conditions stipulated herein, the Provider shall grant You the following rights ("the License"):

a) **Installation and use.** You shall have the non-exclusive, non-transferable right to install the Software on the hard disk of a computer or other permanent medium for data storage, installation and storage of the Software in the memory of a computer system and to implement, store and display the Software.

b) **Stipulation of the number of licenses.** The right to use the Software shall be bound by the number of End Users. One End User shall be taken to refer to the following: (i) installation of the Software on one computer system; or (ii) if the extent of a license is bound to the number of mail boxes, then one End User shall be taken to refer to a computer user who accepts electronic mail via a Mail User Agent (hereinafter referred to as "an MUA"). If an MUA accepts electronic mail and subsequently distributes it automatically to several users, then the number of End Users shall be determined according to the actual number of users for whom the electronic mail is distributed. If a mail server performs the function of a mail gate, the number of End Users shall equal the number of mail server users for which the said gate provides services. If an unspecified number of electronic mail addresses are directed to and accepted by one user (e.g., through aliases) and messages are not automatically distributed by the client to a larger number of users, a License for one computer shall be required. You must not use the same License at the same time on more than one computer.

c) **Business Edition.** A Business Edition version of the Software must be obtained to use the Software on mail servers, mail relays, mail gateways or Internet gateways.

d) **Term of the License.** Your right to use the Software shall be time-limited.

e) **OEM Software.** OEM Software shall be limited to the computer You obtained it with. It cannot be transferred to a different computer

f) **NFR, TRIAL Software.** Software classified as "Not-for-resale", NFR or TRIAL cannot be assigned for payment and must only be used for demonstration or testing the Software's features.

h) **Termination of the License.** The License shall terminate automatically at the end of the period for which granted. If You fail to comply with any of the provisions of this Agreement, the Provider shall be entitled to withdraw from the Agreement, without prejudice to any entitlement or legal remedy open to the Provider in such eventualities. In the event of cancellation of the License, You must immediately delete, destroy or return at your own cost, the Software and all backup copies to ESET or to the outlet from which You obtained the Software.

4. **Connection to the Internet.** To operate correctly the Software requires connection to the Internet and must connect at regular intervals to the Provider's servers or third-party servers. Connection to the Internet is necessary for the following features of the Software:

a) **Updates to the Software.** The Provider shall be entitled from time to time to issue updates to the Software ("Updates"), but shall not be obliged to provide Updates. This function is enabled under the Software's standard settings and Updates are therefore installed automatically, unless the End User has disabled automatic installation of Updates.

b) **Forwarding of infiltrations and information to the Provider.** The Software contains a function which collects samples of new viruses and other similar malicious programs and suspicious or problematic files (hereinafter referred to as "Infiltrations") and then sends them to the Provider, along with information about the computer and/or the platform on which the Software is installed (hereinafter referred to as "Information"). This function is disabled under the Software's standard settings. The Information may contain data (including randomly or accidentally obtained personal data) about the End User and/or other users of the computer on which the Software is installed, information about the computer, the operating system and programs installed, files from the computer on which the Software is installed and files affected by an Infiltration and details about such files. The Provider shall only use Information and Infiltrations received for research into Infiltrations and shall take appropriate precautions to ensure that Information received remains confidential. By activating this function of the Software You are agreeing to Infiltrations and Information being sent to the Provider and You are also granting the Provider the necessary approval, as specified under the relevant legal regulations, for processing Information obtained. You can deactivate this function at any time.

5. **Exercising End User rights.** You must exercise End User rights in person or via your employees. You are only entitled to use the Software to safeguard your operations and protect those computer systems for which You have obtained a License.

6. **Restrictions to rights.** You may not copy, distribute, extract components or make derivative works of the Software. When using the Software You are required to comply with the following restrictions:

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**8. Reservation of rights.** The Provider hereby reserves all rights to the Software, with the exception of rights expressly granted under the terms of this Agreement to You as the End User of the Software.

**9. Multiple language versions, dual media software, multiple copies.** In the event that the Software supports multiple platforms or languages, or if You receive multiple copies of the Software, You may only use the Software for the number of computer systems and for the versions for which You obtained a License. You may not sell, rent, lease, sub-license, lend or transfer versions or copies of the Software which You do not use.

**10. Commencement and termination of the Agreement.** This Agreement is effective from the date You agree to the terms of this Agreement. You may terminate this Agreement at any time by permanently uninstalling, destroying and returning, at your own costs, the Software, all back-up copies and all related materials provided by the Provider or its business partners. Irrespective of the manner of termination of this Agreement, the provisions of Articles 7, 8, 11, 13, 20 and 22 shall continue to apply for an unlimited

time.

**11. END USER DECLARATIONS.** AS THE END USER YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER THE PROVIDER, ITS LICENSORS OR AFFILIATES NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY THE PROVIDER OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

**12. No other obligations.** This Agreement creates no obligations on the part of the Provider and its licensors other than as specifically set forth herein.

**13. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE PROVIDER, ITS EMPLOYEES OR LICENSORS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF THE PROVIDER OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, THE LIABILITY OF THE PROVIDER, ITS EMPLOYEES OR LICENSORS OR AFFILIATES SHALL BE LIMITED TO THE SUM THAT YOU PAID FOR THE LICENSE.

14. Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer if running contrary thereto.

**15. Technical support.** ESET or third parties commissioned by ESET shall provide technical support at their own discretion, without any guarantees or declarations. The End User shall be required to back up all existing data, software and program facilities prior to the provision of technical support. ESET and/or

third parties commissioned by ESET cannot accept liability for damage or loss of data, property, software or hardware or loss of profits due to the provision of technical support. ESET and/or third parties commissioned by ESET reserve the right to decide that resolving the problem is beyond the scope of technical support. ESET reserves the right to refuse, suspend or terminate the provision of technical support at its own discretion.

**16. Transfer of the License.** The Software can be transferred from one computer system to another, unless contrary to the terms of the Agreement. If not contrary to the terms of the Agreement, the End User shall only be entitled to permanently transfer the License and all rights ensuing from this Agreement to another End User with the Provider's consent, subject to the condition that (i) the original End User does not retain any copies of the Software; (ii) the transfer of rights must be direct, i.e. from the original End User to the new End User; (iii) the new End User must assume all the rights and obligations incumbent on the original End User under the terms of this Agreement; (iv) the original End User has to provide the new End User with documentation enabling verification of the genuineness of the Software as specified under Article 17.

**17. Verification of the genuineness of the Software.** The End User may demonstrate entitlement to use the Software in one of the following ways: (i) through a license certificate issued by the Provider or a third party appointed by the Provider; (ii) through a written license agreement, if such an agreement was concluded; (iii) through the submission of an e-mail sent to the Provider containing licensing details (user name and password) enabling Updates.

**18. Data regarding the End User and protection of rights.** As the End User, You hereby authorize the Provider to transfer, process and store data enabling the Provider to identify You. You hereby agree to the Provider using its own means to check whether You are using the Software in accordance with the provisions of this Agreement. You hereby issue your agreement to data being transferred, during communication between the Software and the Provider's computer systems or those of its business partners, the purpose of which is to ensure functionality of and authorization to use the Software and protection of the Provider's rights. Following conclusion of this Agreement, the Provider or any of its business partners shall be entitled to transfer, process and store essential data identifying You, for billing purposes and performance of this Agreement.

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

**20. Export and re-export control.** The Software, the Documentation or components thereof, including information about the Software and components thereof, shall be subject to import and export controls under legal regulations which may be issued by governments responsible for issue thereof under applicable law, , including US law. Export Administration Regulations and end-user, end-use and destination restrictions issued by the US Government and other governments. . You agree to comply

strictly with all applicable import and export regulations and acknowledge that You have the responsibility to obtain all licenses required to export, re-export, transfer or import the Software.

21. **Notices.** All notices and return of the Software and Documentation must be delivered to: ESET, spol. s r. o., Einsteinova 24, 851 01 Bratislava, Slovak Republic.

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

23. **General provisions.** Should any of the provisions of this Agreement be invalid or unenforceable, this shall not affect the validity of the other provisions of the Agreement, which shall remain valid and enforceable in accordance with the conditions stipulated therein. This Agreement may only be modified in written form, signed by an authorized representative of the Provider or a person expressly authorized to act in this capacity under the terms of a power of attorney.

This is the entire Agreement between the Provider and You relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.