

MRE TECHNOLOGY SERVICES, LLC ("MRETS")

STANDARD TERMS AND CONDITIONS OF SALE

FOR TECHNOLOGY PRODUCTS AND SERVICES

1. Offer and Acceptance: MRETS offers to sell and deliver products and services (referred to herein as "products") in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. MRETS hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless MRETS expressly agrees to such terms in writing.
2. Prices and Releases: MRETS's price in effect on the actual ship date for the quantity actually shipped shall apply.
3. Title and Delivery: If products are shipped from MRETS facilities, shipments inside the U.S. shall be delivered F.O.B. MRETS's offices in Houston, Texas. Shipments outside the U.S. shall be delivered FCA (Incoterms 2000) Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon MRETS's delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse MRETS for insurance and transportation costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. MRETS may deliver products in installments. Delivery dates are estimates. MRETS shall not be liable for any damage, losses or expenses incurred by Buyer if MRETS fails to meet the estimated delivery dates. If shipment of products is made directly from a distributor or manufacturer to Buyer, the shipping rules and conditions stated in their policies shall apply.
4. Payment Terms: If MRETS extends credit to Buyer, payment terms shall be net thirty (30) days after MRETS's invoice. MRETS may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, MRETS may suspend or cancel performance under any agreements in which MRETS has extended credit to Buyer. MRETS's suspension of performance may result in rescheduling delays. If, in MRETS's judgment, Buyer's financial condition does not justify the payment terms specified herein, then MRETS may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect MRETS's right to pursue any other available remedies.
5. Taxes: Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. MRETS will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides MRETS with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to MRETS, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.

6. Contingencies: MRETS shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond MRETS's reasonable control, including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

7. Warranties and Related Remedies:

7.1 Products not manufactured by MRETS shall carry only the warranty offered by the original manufacturer, unless specified otherwise in the offering or agreed upon by MRETS. Services shall be good and workmanlike. MRETS's warranty shall not apply to products that have been improperly installed, installed in an improper application, damaged by accident or abuse, or if Buyer alters them or fails to maintain them in accordance with the manufacturer's specifications or good practice. All labor costs and transportation costs are the responsibility and the expense of Buyer or as stated in the warranty of the original manufacturer. Buyer agrees to follow all applicable return policies of the manufacturer or the manufacturer's representative with respect to refund or repair procedures. MRETS shall not be liable for any defects that result from Buyer's design, specifications or instructions for such components.

7.2 EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 Buyer agrees that prior to using or distributing any systems that include MRETS products, Buyer will thoroughly test such systems and the functionality of such MRETS products as used in such systems. MRETS may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter MRETS's warranties, as set forth above, and no additional obligations or liabilities shall arise from MRETS providing such services.

7.4 No MRETS products are authorized for use in FDA Class III (or similar life-critical medical equipment) unless authorized officers of the parties have executed a special agreement specifically governing such use. Only those MRETS components which MRETS has specifically designated as military grade are designed and intended for use in military/aerospace applications or environments. Buyer acknowledges and agrees that any military or aerospace use of MRETS products which have not been so designated is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

7.5 Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Intellectual Property Indemnification:

8.1 MRETS will not pay any damages, liabilities or costs and will not defend, indemnify or hold harmless Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products supplied by MRETS to Buyer directly infringe any patent, copyright, or trade secret.

THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Limitations and Damages Disclaimer:

9.1 General Limitations. IN NO EVENT SHALL MRETS BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF WHETHER MRETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RE-TESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST MRETS MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

9.2 Specific Limitations. IN NO EVENT SHALL MRETS'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY MRETS PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO MRETS FOR THE PARTICULAR UNITS SOLD OR SERVICES RENEDERED UNDER THIS CONTRACT WITHIN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE, WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS OR SERVICES SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

9.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9.4 ATTORNEYS' FEE WAIVER. If there is any dispute concerning these terms and conditions or the performance of either party pursuant to these terms and conditions, and either party retains counsel for the purpose of enforcing any of these terms and conditions or asserting these terms and conditions in defense of suit filed against it, each party will be solely responsible for its own costs and attorneys' fees incurred in

connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion, and regardless of whether applicable law provides for attorneys' fees as a recoverable cost or element of damage in such a claim or suit.

10. Cancellations and Rescheduling. No cancellation or rescheduling of orders by Buyer within fifteen (15) days of MRETS's estimated shipping date for the component will be accepted.

11. Non-waiver of Default: In the event of any default by Buyer, MRETS may decline to make further shipments. If MRETS elects to continue to make shipments, MRETS's action shall not constitute a waiver of any such default or affect MRETS's legal remedies for any such default.

12. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the State of Texas and consents to venue in Harris County, Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and MRETS may seek injunctive relief in any United States or foreign court.

13. Export Control:

13.1 Buyer agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Buyer nor its subsidiaries shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from MRETS, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Buyer furnishes the assurances provided herein to MRETS in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.

13.2 Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from MRETS under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained,

MRETS may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

13.3 Any product export classification made by MRETS shall be for MRETS's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

14. Assignment: This contract shall not be assignable by Buyer without MRETS's prior written consent. Any unauthorized assignment shall be null and void.

15. Entire Agreement: This contract and the manufacturer's and distributor's instructions, warranties, warranty disclaimers and policies incorporated herein by reference or otherwise constitute the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any MRETS representative, which are not stated herein, shall be binding on MRETS. No addition to or modification of any provision of this contract shall be binding upon MRETS unless made in writing and signed by a duly authorized MRETS representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract. The distributor's terms and conditions for use, warranties and disclaimers, limitations of liability and remedies and other terms which are incorporated into this contract are attached hereto as Exhibit A.

EXHIBIT A

IMPORTANT NOTICE: Prior to download, installation, copy or use please read the below terms of the product application. **BY DOWNLOAD, INSTALLATION, COPY OR USE OF THE PRODUCT YOU EXPRESS YOUR CONSENT TO THESE TERMS AND CONDITIONS.**

End User License Agreement for Software Use.

This agreement on software use (the "Agreement") executed by and between ESET, spol. s r. o., with its seat at Pionierska 9/A, 831 02 Bratislava, registered in the Commercial Register of the District Court Bratislava I. Section Sro, Insertion No 3586/B, BIN: 31 333 535 (the "Provider") and you, a physical or legal person, (the "End User") entitles you to use the Software defined in Article 1 hereof. The Software defined in Article 1 hereof may be stored on a CD-ROM or DVD medium, sent via electronic mail, downloaded from the Internet, downloaded from servers of the Provider or obtained from other sources under the terms and circumstances discussed below.

THIS IS NOT A PURCHASE CONTRACT BUT AN AGREEMENT ON THE RIGHTS OF THE END USER. The Provider remains the owner of the copy of the Software and of the physical medium, if any, on which the Software is supplied in commercial packaging as well as of all copies of the Software to which the End User is entitled under this Agreement.

By clicking on the button "I Accept" during the download, installation, copy or use of the Software you express consent to the provisions and terms hereof. If you disagree with any provisions of this Agreement, promptly click on the button "Decline" or "I Do Not Accept", cancel the download or installation or destroy or return the Software, installation medium, underlying documentation and a purchase receipt to ESET or to the place where you obtained the Software.

YOU AGREE THAT YOUR USE OF THE SOFTWARE INDICATES THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS PROVISIONS.

1. **Software.** The Software in this Agreement shall mean (i) the computer program ESET NOD32 Antivirus, including all its parts, (ii) the contents of disks, CD-ROM, DVD medium, e-mail reports and all their attachments, if any, or other medium to which this Agreement is attached, including the Software supplied in the form of an object code on a CD-ROM, DVD medium or via electronic mail through the Internet, (iii) any explaining materials and any documentation related to the Software including, without limitation, any description of the Software, its specification, description of properties, description of control, description of interface in which the Software is used, a manual or installation handbook of the Software or any description of the correct use of the Software (the "Documentation"), (iv) copies of the Software, repairs of errors, if any, of the Software, additions to the Software, extensions of the Software, modified versions of the Software, new versions of the Software and all upgrades of Software parts, if supplied, in respect of which the Provider grants you the License pursuant to Article 4 hereof. The Provider shall supply the Software only in the form of executable code.

2. **Forwarding of infiltrations and information to the Provider.** The Software contains a function which serves to collect samples of new computer viruses or other similar harmful computer programs (the "Infiltration") and the subsequent dispatch thereof to the Provider, including information about the computer and/or platform on which the Software is installed (the "Information"). The Information may contain data (including personal data) about the End User and/or other users of the computer on which the Software is installed, information about the computer and operating system, suspicious files from the computer on which the Software is installed and files affected by the Infiltration and any information about such files. The Provider shall use the obtained Information and the Infiltration only to review the Infiltration and shall take reasonable measures to keep the obtained Information confidential. If you accept this Agreement and activate the above function of the Software, you agree that the Infiltration and the Information may be forwarded to the Provider and at the same time you grant to the Provider consent necessary pursuant to the relevant legal regulations to process the obtained Information.

3. **Installation.** The Software supplied on a CD-ROM or DVD medium, sent via electronic mail, downloaded from the Internet, downloaded from servers of the Provider or obtained from other sources shall require installation. You must install the Software on a correctly configured computer complying at least with requirements set out in the Documentation. The manner of installation is specified in the Documentation. No computer programs or hardware which could unfavorably affect the Software may be installed on the computer on which you install the Software.

4. **License.** Provided that you have agreed to this Agreement and you pay the License Fee under Article 17 when due and payable, the Provider grants you a non-exclusive and non-transferable right to install the Software on the hard disk of a computer or on a similar medium for permanent storing of data, to install and store the Software to the memory of a computer system and to implement, store and display the Software on computer systems, however, provided that the maximum number of such computer systems is the number which the End User specified in an order and for which the End User paid the relevant fee (the "License"). One user shall mean: (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 user shall mean a computer user who accepts electronic mail through a Mail User Agent (the "MUA"). If the MUA accepts electronic mail and subsequently distributes it automatically to several users, then the number of 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 users shall equal the number of mail servers for which such gate provides services. If any number of addresses of electronic mail (e.g., through alias) are directed to one user and one user accepts them, and mails are not automatically distributed on the side of the client for more users, the License is required for only one computer. To use the Software in corporate environment (on workstations, file servers, mail servers, mail relays, mail gateways or internet gateways) Business Edition of the Software is required.

5. **Exercise of rights of the End User.** You must exercise the rights of the End User in person or through your employees, if any. As the End User you may only use the Software to ensure your activity and protect only those computer systems for which you have obtained and paid for the License.

6. **Limitation of rights of the End User.** You may not copy, distribute, separate its parts or create derived versions of the Software, subject to the following exceptions:

- (a) You may create for yourself one copy of the Software on a medium for permanent storing of data as a back-up copy, provided that your archive back-up copy shall not be installed or used on any other computer. The creation of any other copy of the Software shall be a violation of this Agreement.
- (b) You may not use, modify, interpret, reproduce or transfer rights to use the Software or copies of the Software in any manner other than as provided for in this Agreement.
- (c) You may not sell the Software, sublicense or lease it to another person or hire the Software from another person or lend the Software.
- (d) You may not analyze, decompile, disassemble a source code or seek to obtain a source code of the Software in any other manner, except for the scope in which such limitation is explicitly prohibited by law.
- (e) You may not create any derivative works based on the Software.
- (f) You agree to use the Software only in the manner which is in accordance with all applicable legal regulations in the laws under which you use the Software including, without limitation, in accordance with applicable limitations arising from the Copyright Act and other intellectual property rights.
- (g) You may not use the Software obtained as a trial version or Not-For-Resale ("NFR") in discrepancy with good morals with a view to avoiding payment of the License Fee under Article 17.

7. **Copyrights.** The Software and all rights including, without limitation, legal title and intellectual property rights therein are the property of ESET and/or its license providers. They are protected by provisions of international treaties and by all other applicable laws of the country in which the Software is used. The structure, organization and code of the Software are business secrets and confidential information of ESET and/or its license providers. You may not copy the Software, with the exception specified in Article 6 (a). Any copies that you may create hereunder must contain the same notices of copyrights and legal title as specified on the Software. If you analyze, decompile, or disassemble a source code or seek to obtain a source code in any other manner in violation of the provisions of this Agreement, any information thereby obtained shall automatically and irrevocably be deemed transferred to the Provider and owned by the Provider in full from the moment of the origin thereof.

8. **Reservation of rights.** All rights to the Software, except for the rights expressly granted in this Agreement to you as the End User of the Software, are reserved by the Provider for itself.

9. **Several language versions, versions for more operating systems, several copies.** If the Software supports several platforms or languages or if you have obtained more copies of the Software, you may not install versions and copies of the Software on more computer systems than specified by you in an order and for which you have paid the relevant License Fee under Article 17 hereof. You may not sell, lease, hire, sublicense, lend or transfer to other persons any versions or copies of the Software not used by you.

10. **Commencement and term of the Agreement.** This Agreement is valid and effective from the first day on which you have installed the Software. You may terminate this Agreement by permanently deleting, destroying or returning at your own costs the Software, all back-up copies, if any, and all related materials that you have obtained from the Provider or from its business partners. Your rights as the End User shall automatically and immediately extinguish without any notice from the Provider if you fail to comply with any provision of this Agreement. In such a case you must promptly delete, destroy or return at your own costs the Software, all back-up copies, if any, and all related materials to ESET or to the place where you obtained the Software.

This Agreement is executed for an initial period of one or two years, as per the period specified by you on your order for the Software and may be repeatedly extended for another period of one or two years, provided that you pay the License Fee for extension of the License under Article 17 hereof.

Without regard to the manner of termination of this Agreement, the provisions of its Articles 7, 8, 11, 13 and 20 shall remain valid without the limitation of time.

11. **END USER REPRESENTATIONS.** AS THE END USER YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED IN "AS IS CONDITION", WITHOUT AN EXPRESS OR IMPLIED GUARANTEE OF ANY TYPE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE PROVIDER, ITS LICENSE

PROVIDERS NOR COPYRIGHT HOLDERS PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR GUARANTEES, IN PARTICULAR NO SALES GUARANTEES OR SUITABILITY FOR A SPECIFIC PURPOSE OR GUARANTEES THAT THE SOFTWARE DOES NOT BREACH ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS OF THIRD PARTIES. NO GUARANTEE FROM THE PROVIDER OR ANY OTHER PARTY EXISTS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL COMPLY WITH YOUR REQUIREMENTS OR THAT SOFTWARE OPERATION WILL BE SMOOTH AND FREE OF ERRORS. YOU ASSUME FULL LIABILITY AND RISK FOR SELECTION OF THE SOFTWARE TO ACHIEVE RESULTS INTENDED BY YOU AND FOR THE INSTALLATION, USE AND RESULTS THAT YOU WILL ACHIEVE WITH THE SOFTWARE.

12. **No further obligations.** This Agreement imposes no other obligations on the side of the Provider except for the obligations specifically listed in this Agreement.

13. **LIMITATION OF GUARANTEE.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL THE PROVIDER, ITS EMPLOYEES OR LICENSE PROVIDERS BE HELD LIABLE FOR ANY LOST PROFIT, REVENUE, OR SALES, OR FOR ANY LOSS OF DATA, OR FOR COSTS EXPENDED TO PROCURE SPARE GOODS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL DAMAGE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, ACCIDENTAL, ECONOMIC, COVERING, CRIMINAL, SPECIAL OR SUBSEQUENT DAMAGE, CAUSED IN ANY MANNER WHATSOEVER, WHETHER ARISING FROM A CONTRACT, WILLFUL MISCONDUCT, NEGLIGENCE OR OTHER FACT ESTABLISHING THE OCCURRENCE OF LIABILITY, INCURRED DUE TO THE USE OF OR IMPOSSIBILITY TO USE THE SOFTWARE, EVEN IN THE EVENT THAT THE PROVIDER OR ITS LICENSE PROVIDERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE CERTAIN COUNTRIES AND CERTAIN LAWS DO NOT PERMIT THE EXCLUSION OF LIABILITY BUT MAY ALLOW THE LIMITATION OF LIABILITY, THE LIABILITY OF THE PROVIDER, ITS EMPLOYEES OR LICENSE PROVIDERS SHALL BE LIMITED TO THE PRICE THAT YOU HAVE PAID FOR THE LICENSE.

14. No provision of this Agreement shall affect the rights of such a party for which the law recognizes the rights and position of a consumer. The Provider on its own behalf, on behalf of its employees and on behalf of its license providers shall act for the purpose of refusal, exclusion or limitation of the obligations, liability and warranties as set out in Article 13, except for any other purpose or in any other matters.

15. **Support.** The Provider shall ensure technical support for the most up-to-date version of the Software. Throughout the term of the License the End User shall have the right to use the following services:

(a) **Technical Help.** The Provider or its business partners shall ensure help and support in troubleshooting and debugging in the use of the most up-to-date version of the Software throughout published operating hours. Any requirements for help and support received outside of operating hours shall be deemed to have been received on the following business day. A requirement for help and support can be delivered to the Provider via phone, facsimile or email at the reserved telephone numbers or email addresses specified in the Documentation or on the websites of the Provider or of its business partners. A requirement for help and support must be sufficiently certain and must contain data enabling the replication of the reported problem. If necessary, the End User shall be obliged to provide necessary assistance in solving a reported problem.

(b) **Updating.** Updating shall include each new version or change of the Software or individual parts thereof, which the Provider shall release on its websites or the websites of its business partners. The Provider shall make the Update accessible to the End User from the protected area of its websites through the Internet network. Access to the Update shall require logging in with a username and a user login password (the "Identification"). The Identification of the End User shall consist of a random combination of alphanumeric characters and shall be automatically generated by the Provider's business system. The Identification shall be delivered to the End User in the form of an email message, be inserted in commercial packaging of the Licensed Product, or be delivered in another appropriate manner. The End User shall be obliged to protect the Identification against damage, loss or misuse. Upon discovery of the first misuse of the Identification of the End User, the Provider shall make the original Identification functionless and issue a new Identification for the End User (the "Substitute Identification"). The End User shall be obliged to provide to the Provider all data to be required by the Provider in investigation of the misuse of the Identification including, but not limited to, access to records of operation of computer systems, records of accesses to files, as well as other necessary data. In case misuse of the Substitute Identification is discovered, the Provider may issue at its own discretion a new Substitute Identification for the End User or revoke the License immediately and without any compensation for the End User. The right of the Provider to compensation for damage shall not be affected by immediate revocation of the License. The End User shall be obliged to obtain the Update only from the websites of the Provider or of its contractual partners (the "Authorized Sources"). The End User agrees to install each new version or changes of the Licensed Product as soon as it has obtained them or no later than at the time to be specified by the Provider in the Software, the Documentation thereof, or on the websites of the Provider or of its business partners. The Provider shall not be held liable for damage occurred by breach of the End User's obligation to install each new version or changes of the Software and/or installation of the Updating from sources other than the Authorized Sources.

(c) **No Support.** The Provider shall not be obliged to provide any support, particularly if a reported error:

- i. results from any unauthorized interference with the Software, its source code, or by the use of incorrect

parameters or settings of the Software,

- ii. has occurred by the fault of servicing staff, or by the use of the Software in non-compliance with the Documentation,
 - iii. has already been resolved by the issuance of the Update, which the End User failed to install,
 - iv. the End User has failed to pay the License Fee under Article 17 hereof, or
 - v. is otherwise provided for in this Agreement.
- (d) **Training.** No right to the provision of services in connection with training and practice in the use and installation of the Software shall result for the End User from this Agreement.

16. **Change of End User.** The End User may transfer the License and all rights from this Agreement to another End User only with consent of the Provider and only if the new End User represents that it assumes all rights and obligations pertaining to the original End User under this Agreement.

17. **License Fee and Payment Terms.** Software is licensed not sold. A License Fee for the Software shall be specified based on a price list of the Provider or of its business partners according to the number of computer systems for which the Software is designated (the "License Fee"). Upon payment of the License Fee you shall become entitled to use the Software in accordance with the terms and conditions of this Agreement throughout the period for which you have acquired the right to use the Software. Unless another maturity date is specified in an invoice or other similar document issued by the Provider or its business partner, the License Fee shall be due upon delivery of the Software. You shall be liable for the fulfillment of tax and duty charges related to the provision of the License for the Software stipulated by applicable law, except for income taxes of the Provider. If you fail to pay the License Fee within the maturity date, your License for the Software shall be automatically revoked and you shall have to pay all costs connected with the recovery of a receivable due, including attorney fees and court fees. The obligation to pay the License Fee shall not apply to the Software provided as NFR or a trial version.

18. **NFR and Trial Version.** You may use the Software supplied as NFR or trial version exclusively for verifying and testing the Software features. You may also use the NFR Software for demonstration purposes.

19. **Data on End User and Protection of Rights.** You as the End User authorize the Provider to transfer, process and save the data enabling the Provider to identify you. You agree that the Provider may check by its own means whether you are using the Software in accordance with the provisions of this Agreement. You agree that through communication of the Software with the computer systems of the Provider or of its business partners data may be transferred, the purpose of which is to ensure the functionality of and authorization to use the Software and protection of the Provider's rights.

20. **Export and Re-export Compliance.** The Software, the Documentation or parts thereof, including the information about the Software and parts thereof, shall be subject to the measures on monitoring of imports and exports under legal regulations which may be issued by the governments competent for the issuance thereof under applicable law. You agree to strictly comply with all applicable import and export regulations and acknowledge that you shall be held liable for the obtaining of licenses for export, re-export, transfer or import of the Software.

21. **Notices.** All notices, the returned Software, and Documentation must be delivered to: ESET, spol. s r. o., Aupark Tower, 16th floor, Einsteinova 24, 851 01 Bratislava, Slovak Republic.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with Slovak law. The End User and the Provider agree that conflict provisions of the governing law and United Nations Convention on Contracts for the International Sale of Goods shall not apply. You expressly agree that exclusive jurisdiction for any claim or dispute with the Provider or relating in any way to Your use of the Software resides in District Court Bratislava I., Slovakia and you further agree and expressly consent to the exercise of the personal jurisdiction in the District Court Bratislava I. in connection with any such dispute or claim.

23. **General Provisions.** If any provision of this Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. Those shall remain valid and enforceable under the terms and conditions stipulated herein. Any amendments hereto may only be in writing, and a statutory representative must sign such an amendment on behalf of the Provider.

This Agreement between you and the Provider represents the single and entire Agreement applying to the Software and completely supersedes any prior representations, negotiations, obligations, reports, or advertisement of information related to the Software.