

VIPRE® PRODUCTS END USER LICENSE AGREEMENT

End-User License Agreement for the GFI® VIPRE family of products, including VIPRE®, VIPRE Home, VIPRE Premium, VIPRE Internet Security, VIPRE Enterprise, VIPRE Enterprise Premium, VIPRE Business, VIPRE Business Premium

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE (THE "LICENSE"). THIS LICENSE IS A LEGALLY BINDING CONTRACT BETWEEN **YOU** AND **GFI SOFTWARE (FLORIDA), INC and its affiliated companies ("GFI")**.

BY CLICKING 'I AGREE' OR DOWNLOADING, OR OTHERWISE USING THE SOFTWARE, YOU ARE CONSENTING TO ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS LICENSE. IF YOU DO NOT AGREE TO ANY OF THE TERMS OF THIS LICENSE, IMMEDIATELY RETURN, DELETE OR DESTROY ALL AND ANY COPIES OF THE SOFTWARE YOU MAY HAVE.

1. License Grant

The software, content, new releases, updates, enhancements, any related services ("**Software**") and any documentation ("**Documentation**"), as well as any support services ("**Support**") (collectively "**Product**") of and provided by GFI which came with this License are the sole property of GFI and its licensors.

GFI hereby grants to you the limited non - exclusive license to use upon the terms set out herein, the Product within your organization and its affiliated entities for up to the total number of users for which license fees have been fully paid ("Authorized Use"). This License will commence upon your initial installation of the Software (even if more than one copy was provided at a time) and shall continue until (i) the expiration of the license key and / or applicable term that you purchased, (ii) the end of your Support period, or (iii) your breach of this License.

You may make one copy of the Software for back up or archival purposes, provided you agree not to grant access to such backup Software to any other individual or business entity.

2. PC Lifetime Service Policy

If your purchase includes GFI's PC Lifetime Service Policy ("**Lifetime Service**"), GFI agrees to provide you with related Content Updates (defined below) for the Software for download at no extra charge for as long as you own the original computer upon which you originally installed the agent or client Software ("**Original Computer**"); however, if your original computer is damaged, or if you experience a hard drive failure resulting in having to rebuild or restore the original computer, GFI agrees to provide a one-time reinstall of the Software so as to continue the Lifetime Service.

Lifetime Service Restrictions

LIFETIME SERVICE IS SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS: in addition to the terms of this License: (a) Lifetime Service is not transferable to a new (or used) or different computer if, for any reason, you purchase a new computer; however, you may purchase from GFI an additional copy of the Software, or the equivalent product available at that time, for a fee; and (b) Lifetime Service is not transferable to another user if your Original Computer is sold or transferred to another user, if

components are rebuilt into a new computer, or if the Software is transferred as maybe otherwise provided herein.

3. UNLIMITED HOME SITE LICENSE (“UHSL”)

GFI wishes to provide you with the most flexible licenses for the use of our products. Subject to the terms of this License, Products purchased and licensed under the UHSL can be installed upon an unlimited number of personal computers. However, such personal computers must remain - for the majority of time within and at a single residence.

4. CONTENT UPDATES; TECHNOLOGICAL PROTECTION MEASURES

Some Products require, for optimum use and GFI, in its sole discretion, may provide to you in a number of formats (feeds, definition files etc), content that is automatically, synchronised or updated from time to time with GFI’s servers or systems, which may relate to anti-virus, anti-spamming or anti-phishing activities (**“Content”**). Such Content may be provided for a limited time, from time to time, or in accordance with an applicable and valid Support agreement. The Products may also contain technological protection measures, for instance a license key or code, that prevents unlimited copying, or limit time of use or functionality in accordance with the type of license that you purchase (**“TPM”**). You consent that the Product will automatically contact GFI to receive Content and, in addition, if and when any of the following events occur: (i) the Product is successfully installed by you; (ii) you fail to install the Product successfully; (iii) the Product has been successfully configured; (iv) there are changes to the Product’s license key or TPM; and / or (v) the Product is uninstalled. GFI has offices worldwide and you acknowledge and consent that any data collected may be sent to any GFI office or affiliate for processing, including locations outside of the USA and European Union.

5. SUPPORT

If you have a valid Product support contract with GFI and are current with payments, GFI will provide you with the support described in this Section (**“Support”**). In GFI’s sole determination, in order to help you locate and, on your own, correct problems with the Software, Support may consist of: (i) live chat; (ii) telephone or electronic support; and / or (iii) supplying extensions, enhancements or other changes that GFI makes or adds to the Software and which is made publicly available, without additional charge, to other licensees of the Software that are enrolled in Support.

Upon mutual written agreement by both parties, GFI may, but shall not be required to supply code corrections to you to (i) correct Software malfunctions in order to bring such Software into substantial conformity with the published operating specifications for the most current version of the Software, unless your unauthorized modifications hamper such corrections or cause(d) the malfunction; or (ii) correct insubstantial problems at the next general release of the Software.

6. LICENSE RESTRICTIONS

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

- (i) rent, lease, transfer, assign or sublicense its license rights to any other person, or entity and you acknowledge that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Product or decompile, decrypt, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of Product, or of any files contained or generated using Product by any means whatsoever, or otherwise reduce the Product to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction (in the event that your jurisdiction allows the foregoing, GFI shall (a) have the option of providing you with the necessary Product information to make the Software interoperable, to which GFI may stipulate reasonable conditions of use as well as a reasonable fee for the provision of such information and only to the extent that such information is used only for the purpose of achieving inter-operability of the Software with another software program; (b) is not disclosed or communicated without the GFI's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and (c) is not used to create any software which is substantially similar to the Software);
- (iii) you shall not remove, modify or adapt any copyright or other intellectual property notice of GFI from the Product;
- (iv) use or permit the Product to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of GFI;
- (v) unbundle the Product into its component parts as it is provided to you as a single product; and / or
- (vi) use the Product in any manner not expressly authorised herein.

The integrity of this Software is protected by technical protection measures (“TPM”) so that the intellectual property rights, including copyright, in the Software of GFI are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorized removal or circumvention of such TPM.

7. TRIAL, EVALUATION, FREWARE

The Software may be made available to you on the terms of this License in furtherance of internal evaluation purposes for up to thirty (30) days, at no cost. You may evaluate the Product only to determine whether to license the Product. You may only evaluate a Product once. At the end of the evaluation period, this License will terminate and you must either: (i) purchase an additional 'full' License, or (ii) cease all use of such Product. Your use of the Product during an evaluation period or for any Product that is offered as freeware **shall be without warranty of any kind**, and GFI has no duty to provide support to you during your use of the Product during any evaluation period.

8. BETA TESTING

Beta versions of Product or hardware may be provided to you **without warranty of any kind, “AS IS” and subject to the Confidentiality conditions below**. Such provision is done only for the purpose of assisting

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

9. CONFIDENTIALITY

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

10. RESERVATION OF RIGHTS

You acknowledge that all intellectual property rights in the Product and Hardware, throughout the world, belong to GFI and its licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights or title in, or to, the Software than the right to use them in accordance with the terms of this License. GFI and its licensors retain ownership of all copies of the Software and Documentation and reserves all rights not expressly granted to you under this License.

11. OPEN SOURCE

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

12. TERMINATION

Without prejudice to any other rights, GFI may immediately terminate (wholly or partly) this License and your right to use the Product: (i) upon the expiration of the term of this License, (ii) upon expiration of any applicable Support period, or (iii) if you do not abide by the terms of this License. Termination may include ceasing the provision by GFI of Content Updates and / or Support to you. Upon termination you must cease all use of the Product, destroy all copies of the Product and all of its component parts or, at

GFI's request, return such copies and parts to GFI.

13. SURVIVAL

The obligations relating to PC Lifetime Service Policy, Unlimited Home Site License, License Restrictions, Beta Product, Intellectual Property, Data Protection, Confidentiality, Warranty, High-Risk Disclaimer, Limitation of Liability and Indemnity shall survive any termination of this License and whether or not you agreed to the terms of this License.

14. PRIVACY - CONSENT TO USE OF DATA

You agree that GFI, its subsidiaries and affiliates may collect and use personally identifiable, technical and / or related information, not limited to technical information about your computer, system and application software ("**Information**") that is gathered periodically and automatically to facilitate and improve upon the provision of Software updates, Support and other services to you. You acknowledge and consent that such Information may be transferred in or out of the U.S. or E.U or elsewhere. You agree that GFI may disclose any information held about you as it relates to the purposes of this License and to legitimate judicial or legal authorities.

15. DATA PROTECTION

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

16. INDEMNIFICATION

You agree to indemnify, defend, and hold GFI, its parent, subsidiaries, or affiliate organizations, officers, agents and employees, harmless from any claims, losses, demands, or damage, costs (including reasonable attorneys' fees), asserted by any third party due to or arising out of your breach of any provision of this License, your use of the Product, your negligent or wrongful acts, and/or your violation of any applicable laws.

17. LIMITED WARRANTY

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

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

GFI SOFTWARE: GFI warrants that the media upon which any Software is distributed will be free from defects for a period of ninety (90) days from the date of original purchase by you of the Software. No warranty is provided to you after this period. Any supplements or updates to the Software, including without limitation, any (if any) service packs, patches or fixes provided to you after the expiration of the ninety-day limited warranty period are not covered by any warranty or condition, neither express, implied nor statutory and are provided 'AS IS'. Any warranty is personal to you and cannot be transferred.

GFI HARDWARE: Please refer to the applicable limited warranty, which was supplied to you at the time of original purchase of the hardware. In the absence of any applicable hardware limited warranty, these terms apply: GFI's limited warranty covers hardware as against defects in materials and workmanship under normal use from the date of purchase of the original hardware to the date set out in the applicable hardware limited warranty. Any warranty is personal to you and cannot be transferred.

REMEDY: If Software media or a hardware defect arises and you have a valid claim, GFI at its option may: (1) repair the defect at no cost to you, using new or refurbished parts that are equivalent to new in performance and reliability, or (2) exchange the Software media or hardware with Software media or hardware that is new or refurbished (that is equivalent to new in performance and reliability), which is at least functionality equivalent to the original Software Media or hardware, or (3) refund the purchase price of the original Software media or hardware subject to your provision of a valid receipt of purchase.

The warranties set out above do not apply to damage: (1) to consumable parts i.e. batteries, cosmetic, (2) caused by non GFI product, or (3) caused by your failure to follow GFI's instructions whether such instructions are given to you orally or are contained in any GFI documentation, whether printed or online, (4) by non - normal use, fire, abuse or misuse, or use outside of the products' permitted uses, or (5) by non - GFI service or repairs (except where GFI has instructed you to undertake a User Installation and you adhere to all of GFI's instructions, or (6) where the Product's or hardware's serial number or other unique identifier is removed or defaced.

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

18. HIGH-RISK DISCLAIMER

THE GFI PRODUCTS, SOFTWARE, SUPPORT AND HARDWARE ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS, SERVICES OR HARDWARE COULD

LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). GFI EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

19. DISCLAIMER OF WARRANTIES

SOME STATES AND COUNTRIES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF WARRANTIES, SO TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SOFTWARE, SUPPORT SERVICES, HARDWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, GFI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND PERFORMANCE.

20. LIMITATION OF LIABILITY

SOME STATES AND COUNTRIES DO NOT PERMIT THE LIMITATION OF LIABILITY, SO TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT SHALL GFI, ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE, WHETHER ARISING UNDER ANY THEORY OF LAW, BY GFI OR ANY OF ITS AFFILIATES, SUBSIDIARIES OR SUPPLIERS, AND EVEN IF GFI OR ANY OF ITS AFFILIATES, SUBSIDIARIES OR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. CONSUMER RIGHTS; DEATH & PERSONAL INJURY

NOTHING CONTAINED WITHIN SECTIONS 18, 19 AND 20 ABOVE IS INTENDED TO LIMIT YOUR RIGHTS IN RESPECT TO ACTIONS RELATING TO (I) DEATH, OR (II) PERSONAL INJURY, OR (III) CONSUMER STATUTORY RIGHTS, INCLUDING YOUR CONSUMER STATUTORY RIGHTS AS IT RELATES TO NON-CONFORMITY OF A SALES CONTRACT.

22. EXPORT CONTROLS

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

control of, or a national or resident of any such country or on any such list and you take full and sole responsibility for such use.

23. U.S. GOVERNMENT RIGHTS

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

24. EQUITABLE RELIEF

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

25. GENERAL

This License: (i) may not be assigned by you. Any purported assignment will be null and void, (ii) may not be amended by you, but GFI may amend the License from time to time and shall post any amended License on its website at www.gfi.com, (iii) and the remedies of the parties are cumulative and will not exclude any other remedies to which the party may be lawfully entitled, (iv) in part (or part of any provision) if found illegal, invalid or unenforceable, that provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; and (v) is for the sole benefit of GFI and you and nothing herein, express or implied, is intended to or shall confer upon any other third person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this License.

26. ENTIRE AGREEMENT

This License (as may be amended by time to time) is the entire agreement between you and GFI relating to the Product and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product. To the extent the terms of any GFI Terms of Sale, policies or programs conflict with the terms of this License, the terms of this License shall prevail and control.

27. GOVERNING LAW & JURISDICTION

(a) If you purchased the Product or Hardware in or are habitually resident within the USA, South America or Canada, this LICENSE shall be governed by, subject to and construed in accordance with the laws of the State of Florida, excluding its conflict of law's provisions and the parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of Florida and the parties waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this License or the transactions contemplated hereby; or (b) If you purchased the Product or Hardware in or are habitually resident elsewhere, this License shall be governed by, and

construed in accordance with, the laws of England and Wales and the parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in England. The parties waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this License or the transactions contemplated hereby.

28. NOTICES

All notices must be in writing and shall be mailed by registered or certified mail or sent via email to [legal@gfi.com <mailto:legal@gfi.com>](mailto:legal@gfi.com) (effective on the third day following the date of mailing, with evidence of effective transmission and receipt). All notices must be addressed to GFI Legal Department c/o: Vice President, Finance. For purposes of service and notices, the address for contact is: **GFI SOFTWARE (FLORIDA) INC.** 33 N. Garden Ave, Suite 1200, Clearwater, FL 33755 with a copy sent via email to: legal@GFI.COM.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT AND UNDERSTAND IT AND THAT BY INSTALLING OR USING THE PRODUCT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

©2011 GFI. GFI®, GFI Software® and VIPRE™ are trademarks or registered trademarks of GFI in the U.S, EU and other countries.

All other trademarks are the property of their respective owners. All rights reserved.

REVISED APRIL 2011