

Subscription Agreement and Terms of services for Home User Solutions

NOTICE TO ALL USERS: PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONSTITUTES THE LEGAL AGREEMENT BETWEEN YOU AND BITDEFENDER.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INITIATE THE BITDEFENDER SOLUTION. BY SELECTING "I ACCEPT", "OK", "CONTINUE", "YES" OR BY INITIATING THE BITDEFENDER SOLUTION IN ANY WAY, YOU (EITHER AS AN INDIVIDUAL OR AS A SINGLE ENTITY) ARE INDICATING YOUR COMPLETE UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THESE TERMS AND CONDITIONS, WHICH TOGETHER WITH THE PRIVACY POLICY, ANY PLAN OR FEATURE OR FUNCTIONALITY LIMITATION, SOLUTION DISCLAIMER OR OTHER RESTRICTIONS PRESENTED TO YOU IN THE BITDEFENDER SOLUTION CONSTITUTES (collectively, the "**AGREEMENT**").

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, SELECT THE REJECTING OPTION AND DO NOT INITIATE, DOWNLOAD, INSTALL, ACCESS OR USE THE BITDEFENDER SOLUTION.

THE AGREEMENT CONTAINS PROVISIONS THAT REQUIRE YOU TO AGREE TO THE USE OF ARBITRATION TO RESOLVE ANY DISPUTES ARISING UNDER THE AGREEMENT RATHER THAN A JURY TRIAL OR ANY OTHER COURT PROCEEDINGS, AND TO WAIVE YOUR PARTICIPATION IN CLASS ACTION OF ANY KIND AGAINST BITDEFENDER.

If the Bitdefender Solution is initiated, downloaded, from the websites or market store (for paid or trial use purposes), this Agreement is accepted and a contract is formed when the end user ("You") selects the "I Accept", "OK" or "Yes" button or box below prior to download or installation. The Agreement is made available on Bitdefender websites as well for Your reference.

Certain Bitdefender Solution may require an active and stable connection to the Internet in order to function. It is therefore Your responsibility to ensure that You always have an active and stable Internet connection.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACTIVATE THE SOLUTIONS, DO NOT INSTALL OR ACCESS THE SOFTWARE OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE, AND CONTACT YOUR VENDOR OR CUSTOMER SERVICE, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE SOFTWARE AT ANY TIME DURING THE THIRTY (30) DAYS PERIOD FOLLOWING THE DATE OF PURCHASE.

1. SOLUTION REGISTRATION

1.1 By accepting this Agreement, You agree to register Your Bitdefender Solution. Registration requires a valid activation code available in the transaction documentation from Bitdefender or its distributors or resellers from which You obtained the Bitdefender Solution. For some specific services, such as Identity Theft Protection or Scamio, additional registration may be necessary for the proper functionality of the said service.

1.2 For online purchases made on Bitdefender websites, Your subscription begins when your purchase is completed, and the payment has been received. You must download and install Bitdefender on Your devices in order to get protection.

You agree and acknowledge that Your subscription's availability begins from Your purchase date, which shall be the date taken into consideration for calculating the length of Your subscription, regardless of the date You choose to activate such subscription.

1.3 For the purchases made from Bitdefender partners, Your subscription begins when you first register Your subscription. You must download and install Bitdefender on Your devices in order to get protection.

1.4 Registration requires a valid Bitdefender Account that includes a valid email address for renewal and other notices and a valid Bitdefender Solution subscription. The Bitdefender Account is mandatory for the use of the Bitdefender Solution, as stated in the Documentation.

You warrant that You are the legal owner of the device or email address and You have all the legal rights to create Your account. Please acknowledge that by installing Software on Your device or activating the Service, and taking into consideration the security policies and rules You have selected, You may experience restricted access to Your device and data loss due to remote device lock or wipe commands manually applied by the account administrator through security policies. You as an administrator have the right to monitor Your device, locate it on the map, enforce screen lock and authentication, lock and wipe the device, encrypt media storage, remove temporary files, registry keys and browser data, scan applications and files on Your device. Bitdefender shall not be held responsible for any damages resulting from privacy or data loss caused to You.

1.5 This Agreement covers Bitdefender Solutions for Home-Users for the permitted number of users or devices or interrogations limits, as detailed in the purchase documentation, the website and related documentation, and any updates and upgrades to the applications provided to You under the purchased subscription or any related services as defined in the documentation.

1.6 The Bitdefender Solution offers an Internet control software which shall be a software installed on Your device (computer, mobile, mobile computer device) that intercepts Internet-bound traffic to monitor traffic and allows You to limit access to certain content. The software on Your personal device connects to a server network infrastructure and then sends it to Bitdefender servers for categorization.

1.7 The Bitdefender Solution may block certain unsafe applications that attempt to access protected resources on Your device. This may result in applications not starting or not behaving properly. Please note that You granting access to these applications may result in data loss or data theft.

1.8 The Bitdefender Solution having the Anti-Theft feature available, may allow You to track the device location, disable access to the device, transmit images that have been captured with the camera of Your device or voice records that have been recorded by the recorder of Your device (if available). You may not use the services to gain unauthorized access, to upload, transmit, and transfer data or information to Bitdefender or third parties by any means. You agree that Your use of these services will be in compliance with any laws which are applicable to You.

1.9 This Agreement is a legal agreement between You (either an individual or a legal person) and Bitdefender for use of Bitdefender Solution identified above, which includes software and services for Your device, and may include associated media, printed materials, and "online" or electronic documentation (hereafter designated as "Bitdefender Solution"), all of which are protected by international copyright laws and international treaties. By installing, copying, or using Bitdefender Solution, You agree to be bound by the terms of this Agreement.

2. Your Responsibilities

2.1 A device enabled to access the Internet is required to utilize Bitdefender Solution. You are solely responsible for ensuring that Your device is sufficient and compatible for use with Bitdefender Solution. Bitdefender may not be used to misrepresent or to act on behalf of others. All messages You transmit through Bitdefender Solution shall identify You as the sender. It is Your responsibility to ensure that You will not engage in any activities that are illegal; Transmit content that infringes on any person's intellectual property rights or any third-party rights or that is otherwise unlawful; Alter the attribution of origin in electronic mail messages or posting; Interfere with, disrupt, alter, or modify Bitdefender Solution, or create an undue burden on Bitdefender Solution or the networks or services connected to Bitdefender Solution.

2.2 You may not use Bitdefender Solution in an electronic communications network that is used wholly or mainly in a manner that violates the rights to privacy, international communications and the transmission of technical or personal data copyright or personal image as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards.") You shall at all times abide by all applicable local, state, national and foreign laws, treaties and

regulations in connection with Your use of Bitdefender Solution. If Bitdefender is contacted with a complaint regarding or arising from Your use of Bitdefender Solution, Bitdefender may terminate Your service usage in violation of this Agreement and ask for indemnities.

2.3 Bitdefender or its licensors or suppliers retains ownership of all proprietary rights in the Bitdefender Solution, the applicable materials, documentation, deliverables and in all trade names, know-how, trademarks, copyright associated or displayed with the Bitdefender Solution. Bitdefender Solution is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Bitdefender software that is installed on Your device, as part of the Bitdefender Solution, is licensed, not sold. You are only entitled to use the Bitdefender Solution for the limited period stated in the purchase documentation. Your use of the Bitdefender Solution is limited to the permitted number of users or devices as detailed in the purchasing documentation. Bitdefender reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use Bitdefender Solution only as expressly permitted in this Agreement.

2.4 Bitdefender hereby grants You and only You the following non-exclusive, limited, non-sublicensable, non-commercial right to use Bitdefender Solution for Your personal use only.

You can use one copy of the Bitdefender Solution on a single device only where applicable for software. If a greater number of copies and/or number of devices is specified within the sale transaction documentation from the authorized distributor or reseller from which You obtained the Bitdefender Solution (Permitted Number), You shall have the right to copy the Bitdefender Solution in accordance with such specifications of Permitted number; 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.

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

3.SPECIFIC TERMS TO CERTAIN FUNCTIONALITIES

The terms in this section are in addition to other terms and conditions stated in this Agreement for the Bitdefender Solution, including but not limited to Fair Usage Policy, Copyright, Warranties and Disclaimers, Limitation of Liability.

3.1 Bitdefender Solutions - Family pack, being limited to 15 devices, and (i) free solutions, such as Antivirus

Free and Home Scanner, being limited to 25 devices; (ii) freemium solutions, such as VPN Basic – being limited to 10 devices, Mobile Security iOS - being limited to 50 devices and (iii) paid solutions, such as SOHO – being limited to 25 devices and 50 devices for all other paid solutions; restricts the usage within Your household and it is intended to be used on devices belonging to family members living in the same household in accordance with the fair use policy. Limitations may apply in case installations overreach residential usage. Bitdefender reserves the right to limit the users if it determines an abuse of the usage of the Bitdefender Solution. The same applies to the services where a Fair usage restriction also applies.

3.2 VPN FUNCTIONALITY

The Bitdefender Solution has the Bitdefender VPN included as a feature which allows You to use VPN functionality to protect Your privacy. Bitdefender VPN is limited to the amount of traffic per day corresponding to Your Bitdefender Solution subscription, for each device in Your existing subscription. Should You want to benefit from an updated plan that offers unlimited traffic and allows selection of different server locations, You must upgrade to Bitdefender Premium VPN for an additional cost. The Bitdefender Premium VPN is limited to 10 concurrent sessions. The VPN functionality is a third-party software and it is licensed to You under the respective third-party licenses mentioned herein.

By accepting this Agreement, You agree to accept and comply with <https://www.hotspotshield.com/terms/> for the Bitdefender VPN and Bitdefender Premium VPN and with <https://www.hotspotshield.com/privacy/> for the Bitdefender VPN and Bitdefender Premium VPN which terms are in addition to the terms and conditions stated in this Agreement.

You may not use the Bitdefender VPN in an electronic communications network that is used wholly or mainly in a manner that violates the rights to privacy, copyright or personal image as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, “International Human Rights Standards”).

3.3 DIGITAL IDENTITY PROTECTION FUNCTIONALITY

These terms only apply if You have enrolled in, are entitled to, or use our Bitdefender Digital Identity Protection service from Bitdefender and its partners.

Using Your e-mail address and phone number, Bitdefender Digital Identity Protection first searches for sensitive information in public records to start mapping Your digital footprint. The service correlates all pieces of information linked to Your identity and reveals names, gender, DOB, email addresses, phone numbers, physical addresses, usernames, jobs, education, URLs, photos that are linked to Your public identity. You can visualize all Your information publicly exposed over the years. The system also looks for

more than 100 categories of data linked to Your identity, such as e-mail, passwords, SSN, credit cards, travel documents, and phone numbers. We are not storing and processing the data, we are displaying only the reference that the data exists in the data breach. For each data breach and possible impersonation, we are providing clear actions to reduce the risks such as changing the password.

After the onboarding, our system gathers pieces of information linked to Your public identity and checks whether it has been exposed in a data breach or on the public Internet. The users get instant alerts if personal information is exposed.

Bitdefender will monitor Your email address only. Please login to the portal to review if You can add additional information for monitoring purposes.

BITDEFENDER DIGITAL IDENTITY PROTECTION PROVIDES YOU THE TOOLS AND RESOURCES TO PROTECT YOURSELF FROM AND RECOVER FROM IDENTITY THEFT, NEVERTHELESS NO IDENTITY CAN BE COMPLETELY SECURE.

The information You provide is required in order to verify Your identity, charge You the agreed-upon fees for our services, and to fulfill our obligation to provide our services to You. Bitdefender Privacy Policy outlines the manner in which Bitdefender (or others acting on our behalf) collect, use, and share information about You in connection with Your use of the Bitdefender Digital Identity Protection, and it is Your responsibility to review our Privacy Policy prior to agreeing to this Agreement or before using our Services.

Subject to other limitations and representations provided You will also not, use the information made available by the Bitdefender Digital Identity Protection to determine anyone's eligibility for (a) credit or insurance for personal, family or household purposes, (b) employment or (c) a government license or benefit or (d) any other purpose governed by the Fair Credit Reporting Act (FCRA); and (vii) You expressly agree not to use the data retrieved from the Bitdefender Digital Identity Protection to directly target and/or offer Your goods/services to data subjects from the European Economic Area or the United Kingdom.

3.4 IDENTITY THEFT PROTECTION (“ITP”) FUNCTIONALITY delivers ongoing monitoring, rapid alerts, and recovery services to help protect against Identity theft.

The Bitdefender ITP is included in the Bitdefender Solution, as an accessible service, subjected to particular terms and conditions, having its own privacy policy. When acquiring Bitdefender Identity Theft Protection, following activation in Bitdefender Central, Your subscription is partially activated (You will receive 24/7 support and Full White Glove Identity Theft Restoration), but the full functionality of the ITP is obtained solely by proper registration, as per the indications You will receive in Bitdefender Central. The IDENTITY THEFT PROTECTION functionality is a third-party software (“IdentityForce – a TransUnion brand”) and it is

licensed to You under the respective third-party licenses mentioned herein:

<https://bitdefender.identityforce.com/terms-of-use>. Hence, by accepting this Agreement, You agree to accept and comply with the particular terms for IDENTITY THEFT PROTECTION as well as with the respective privacy policy: <https://bitdefender.identityforce.com/privacy>

Should You have any inquiries about Identity Theft Protection or any related support questions, please contact TransUnion directly, since all support services for ITP are provided by TransUnion: Phone: 800-399-0710, bitdefender@identityforce.com.

Please note that the above terms are in addition to the terms and conditions stated in this Agreement for the Bitdefender Solution.

3.5 SCAMIO FUNCTIONALITY combines AI (LLM) with Bitdefender threat detection algorithms to provide a chatbot that You can use to ask information about a potential scam, about Bitdefender Solutions or about potential security threats by submitting text descriptions of potential security threats, URLs, screenshots or images that may contain information about suspicious activities.

Bitdefender Scamio may also provide suggestions about relevant Bitdefender services, depending on the context provided by You, including any feedback shared with Bitdefender when using this service or by contacting Bitdefender Support. Bitdefender Scamio provides generic verdict or recommendation in English language based on the input received from You and does not take automated decisions that would produce legal effects.

When You use a free version of Bitdefender Scamio, You need to create a Bitdefender Central account or to login in such account to activate Scamio functionality. Bitdefender Scamio is integrated with different platforms to provide the necessary infrastructure for You to access the chatbot either in a Web browser or on social media platforms such as Facebook Messenger and WhatsApp, therefore You will need access to such platforms that will require You to have or create a valid account with such platform, under the terms and conditions of such third-party providers.

Bitdefender Scamio that is activated in your Central Account is licensed, not sold. You are only entitled to use Scamio for the limited period and limited usage stated in the Documentation. Bitdefender reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use Bitdefender Solution only as expressly permitted in this Agreement.

Use of Bitdefender Scamio is limited to a daily maximum interrogatories of 5 (five) scam checks (a question for or an upload of an image to Scamio will be considered a scam check) unless the Documentation provides for a higher limit.

IMPORTANT NOTICE: LLMs are prone to random hallucinations, meaning irrelevant or random information that holds no pertinence to either the input or the desired output. These hallucinations contribute to the generation of extraneous and potentially misleading content when repurposed for tasks they were not explicitly trained on, therefore Bitdefender Scamio may contain errors when delivering a verdict for a scam. You should not use it for other purposes or make any decision solely based on Bitdefender Scamio's output.

End-of-life. In consideration of the above, Bitdefender reserves the right to issue an End-of-life and End-of-Support for Bitdefender Scamio at any given moment without additional proceedings or support.

4. FAIR USAGE POLICY.

4.1 You must not use Bitdefender Solution in any way that violates this Agreement, including but not limited to any use prohibited by law, regulation, government order, or decree, or any use that violates the rights of others. You represent and warrant to us that You will use Bitdefender Solution (and any of the information therein) to protect against or prevent actual fraud, unauthorized access to Your data, claims or other liabilities, and not for any other purpose.

4.2 For the avoidance of any doubt, You will not use any information made available by the Bitdefender Solution to: (a) transmit or upload data if You do not have the right to do so; (b) transmit or upload data that is libelous, threatening, abusive, unlawful, illegal or encourages a criminal offense; (c) intentionally transmit or upload any software viruses, malware, spyware or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; (d) otherwise interfere in any manner with the use or operation of Bitdefender Solution ; or (e) use Bitdefender Solution in the development, directly or indirectly, of any solution, product, software or service that offers any functionality substantially similar to, or competitive with Bitdefender Solution.

4.3 The following is a non-exhaustive list of practices that would not be considered fair usage: i) Using subscriptions for telemarketing or services offered to third parties to generate income for Yourself or others; ii) Re-selling or sharing subscription activation codes to other users (this may lead in breach of a party privacy rights);

4.4 Other practices may be relevant in determining fair usage, therefore Bitdefender reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Bitdefender may, at its option, terminate or suspend its relationship with You, and Your use of any Bitdefender Solution immediately if it determines You are using the Bitdefender Solution contrary to fair use

practices.

5. FREE, TRIAL OR BETA SUBSCRIPTION.

5.1 If You are a free, trial or beta user, You may use Bitdefender Solution for evaluation or testing purposes in a non-production environment for thirty (30) days from the date You download Bitdefender Solution (the "Trial Period"). During the Trial 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 LIEU OF SECTION WARRANTIES WITH RESPECT TO ANY FREE/TRIAL AND BETA SOLUTIONS.

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

THE FREE, TRIAL OR BETA SOLUTION HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING IS TO OBTAIN FEEDBACK ON SOFTWARE AND SERVICES 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.

5.2 Your right to use Bitdefender Solution ends when the Fee, Trial, Evaluation or Trial Period ends or if You violate any term of this Agreement. Upon termination of the Trial 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 Trial Period.

6. RIGHT TO USE THE BITDEFENDER SOLUTION. VALIDITY. PAYMENT TERMS. AUTOMATIC RENEWAL.

6.1 You are granted a non-exclusive, personal, revocable, non-transferable right to use Bitdefender Solution on the device for which it is provided and that You own or control, subject to any terms of service, usage rules, or other terms and conditions provided by the Third Parties (defined below).

You will have certain rights to use the Bitdefender Solution during the Subscription Period, which shall begin on the date You purchase/ first registration (depending on sales channel)Your Bitdefender Solution on Your account, 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 transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Solution.

All Your subscriptions will automatically renew for periods equal to Your initial Subscription Term and You will be charged at our then-current rates unless You cancel Your subscription through the Bitdefender Central Account prior to Your next scheduled billing date or by email to: cancel@bitdefender.com.

6.2 AUTOMATIC RENEWAL. You agree to permit Bitdefender directly or through its providers to automatically renew Your subscription to Bitdefender Solution by charging a valid credit card number which You have provided them. By providing a payment information, You are authorizing to charge Your card information, through the authorized provider for the subscription fees associated with the Bitdefender Solution fees that You sign up for.

Your subscription will be automatically renewed prior to the expiration of the term and each anniversary thereafter for a fee no greater than Bitdefender's then-current price, excluding promotional and discount pricing offered at the renewal time. You agree to provide the payment provider the current, complete and accurate information for Your billing account. You must promptly update all information to keep Your billing account current, complete, and accurate (such as, but not limited to a change in billing address, credit card number, or credit card expiration date), and You must promptly notify if Your credit card is cancelled (such as, but not limited to for loss or theft). If You fail to provide any of the foregoing information, You agree that Bitdefender through its payment providers may continue charging You for any subscription automatically renewed unless You inform not to renew Your subscription to Bitdefender Solution prior to the expiration of Your subscription to Bitdefender Solution and informing them of Your desire not to have such subscription automatically renewed. This Agreement will terminate automatically if You fail to comply with any of the limitations or other requirements described herein.

The Bitdefender Solution may automatically be deactivated at the end of the Subscription Period, if You disable the automatic renewal and You will not be entitled to receive any feature or content updates to the Bitdefender Solution.

Upon any termination or expiration of this Agreement, You must cease use of Bitdefender Solution and destroy all copies of Bitdefender and the Documentation.

7. UPGRADES. If a Bitdefender software is labelled as an upgrade, You must be properly subscribed to use a solution identified by Bitdefender as being eligible for the upgrade in order to use Bitdefender Solution. A Bitdefender Solution labelled as an upgrade replaces and/or supplements the solution that formed the basis for Your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Subscription Agreement. If Bitdefender Solution is an upgrade of a component of a package of software programs that You received as a single Bitdefender Solution, it may be used and transferred only

as part of that single solution package and may not be separated for use by more than the total number of permitted users. The terms and conditions of this Subscription Agreement replace and supersede any previous agreements that may have existed between You and Bitdefender regarding the original solution or the resulting upgraded solution. By using the Bitdefender Solution and accepting this agreement You consent to receive updates and upgrades to the software that will be automatically transmitted by Bitdefender.

IMPORTANT NOTICE. By using the Bitdefender Solution and accepting this Agreement You consent to receive, install and use any updates and upgrades to the software that will be automatically transmitted by Bitdefender. The functionality of the Bitdefender Solution can only be preserved during the Subscription Period if all received updates and upgrades are installed immediately following receipt. In case such updates and upgrades are subject to separate and additional subscription fees, Bitdefender will inform You about such fees in advance.

8. UPDATES. By accepting this Agreement, You acknowledge and agree that Your system will be used for receiving and serving Updates of the Solution through a peer to peer protocol. The protocol will not be used for anything other than transmitting and receiving Bitdefender updates of signatures files.

9. System Requirements

9.1 It is Your responsibility, at Your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if You intend to use the Internet Service on multiple devices, or another device that provides for wireless connectivity) required to use the Solution acquired. You may find the applicable System requirements on the said Solution's webpage on Bitdefender's website for each specific Solution.

9.2 Bitdefender reserves the right to improve or change various features of its Solutions or functionalities and features and to offer, from time to time, at no additional cost, migration to the new available versions / Solutions. Also, Bitdefender, at its sole discretion may modify certain features of the Solution; such modifications will not materially affect the security offered by Bitdefender. You expressly understand and accept that these changes / modifications / migrations can be made unilaterally by Bitdefender, the only obligation of the latter being to notify the change (including by way of in-app or in-console notifications) 30 days in advance.

10. COPYRIGHT.

10.1 All rights, titles and interest in and to Bitdefender Solution and all copyright rights in and to Bitdefender Solution (including but not limited to any code, images, photographs, logos, animations, video,

audio, music, text, and "applets" incorporated into Bitdefender Solution), the accompanying printed materials, and any copies of Bitdefender software are owned by Bitdefender, with the understanding that rights, titles and interest in and to certain third-party software identified in the accompanying Third-Party License Terms as published in the About section of the software, are owned by their respective owners.

10.2 In respect of the open-source software, the following stipulations shall apply to the extent expressly required by the 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 Third-Party software in lieu of this Subscription agreement. Such Third-Party License Terms relating to respective software are located in the About section of the software.

You acknowledge that the applicable third-party is solely responsible for its offerings and Bitdefender makes no representations or warranties concerning those offerings and accepts no liability with respect to them, and if You acquire or use any of these third-party offerings, the offerings and Your use of them will be governed by any license agreements, terms of use, privacy policies and/or other terms and conditions required by the third-party.

10.3 Bitdefender Solution is protected by copyright laws and international treaty provisions. Therefore, You must treat Bitdefender like any other copyrighted material. You may not copy the printed materials accompanying Bitdefender. You must produce and include all copyright notices in their original form for all copies created, irrespective of the media or form in which Bitdefender exists. You may not reverse engineer, de/recompile, disassemble, create derivative works, modify, translate, or make any attempt to reconstruct or to discover the source code for Bitdefender Solution or underlying ideas, algorithms, file formats, programming or functionality of Bitdefender Solution, unless otherwise allowed under the local legislation applicable to You. You may not permit third parties to benefit from Bitdefender Solution, the extent explicitly permitted by the licensing terms, identified in the accompanying Third-Party License Terms, governing use of the third-party software. You may not remove any proprietary notices or labels on Bitdefender or its lawful owners. All rights not expressly set forth hereunder are reserved by Bitdefender.

IN THIS RESPECT, YOU ARE REMINDED THAT ANY REPRODUCTION, COMMUNICATION OF A WORK AND/OR ANY BROADCASTING OF A PERFORMANCE, AN AUDIO RECORDING OR A VIDEO RECORDING MADE WITHOUT AUTHORIZATION MAY CONSTITUTE AN OFFENCE OR A COPYRIGHT INFRINGEMENT.

11. FEEDBACK. It is expressly understood, acknowledged and agreed that You shall, regardless of whether or not formally requested to do so, provide 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/solution, 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.

12. TECHNICAL SUPPORT. Certain technical support features as stated in the standard technical support terms published by Bitdefender on its websites will be offered by Bitdefender for the Subscription term of the Bitdefender Solution and may include live chat with a technical support consultant and/or assistance from a technical support consultant via remote device access. If such features are offered and You choose to access such Technical Support, it shall be governed by the following conditions: Any such Technical Support shall be provided in Bitdefender's sole discretion 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. In the course of providing the Technical Support, Bitdefender may determine that the technical issue is beyond the scope of the Technical Support. Bitdefender reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

Bitdefender reserves the right to stop supporting its solutions or a version of its solutions, or discontinue its solutions or solutions features or functionalities. End-of-support policies are posted on the Bitdefender website and may be consulted at the following link:

<https://www.bitdefender.com/consumer/support/answer/9048/>

13. WARRANTIES AND DISCLAIMERS

13.1 Bitdefender will maintain the material usability of the Bitdefender Product during the Subscription Period through regular updates and upgrades substantially in accordance with the Documentation. Bitdefender warrants that the media on which Bitdefender is distributed is free from defects for a period of thirty days from the date of delivery of Bitdefender to you. Your sole remedy for a breach of this warranty will be that Bitdefender, at its option, may replace the defective media upon receipt of the damaged media, or refund the money you paid for Bitdefender.

13.2 The warranty shall not apply if (i) the Bitdefender Solution 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, (iii) in the event of failure of

Bitdefender Solution arising or resulting from improper installation or any modification, alteration, or addition thereto, or any problem or error in the operating system software with which the software is installed and is designed to operate; (iv) if any problem or error in the Bitdefender Solution has resulted from improper use, misapplication or misconfiguration, or the use of the Bitdefender Solution with other programs or services that have similar functions or features which are incompatible with the Bitdefender Solution; (v) if the Bitdefender Solution is licensed or used as any free, evaluation, beta or trial version or for which Bitdefender does not charge a royalty or license fee; or (vi) if Bitdefender does not receive notice of a non-conformity within the applicable warranty period.

13.3 No warranties are provided for any free evaluation, beta or trial version.

13.4 BITDEFENDER SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER AND ITS THIRD-PARTY SERVICE PROVIDERS AND THEIR DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY RECOMMENDATION OR ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BITDEFENDER SOLUTION. YOU UNDERSTAND AND AGREE THAT BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS 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, TIMELINESS, COMPLETENESS, CURRENTNESS, RELIABILITY OR ACCURACY OF DATA, RELIABILITY OR 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 AND THE LIKE, NOR THAT SOFTWARE WILL DETECT ANY OR ALL SECURITY OR MALICIOUS CODE THREATS OR USE OF BITDEFENDER SOLUTIONS, PRODUCTS, SOFTWARE AND SERVICE, FUNCTIONALITIES, FEATURES, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES AND UPDATES SUPPLIED BY BITDEFENDER WILL KEEP YOUR NETWORK, CLOUD OR ENDPOINTS OR ANY SYSTEMS AND DEVICES FREE FROM ALL VIRUSES OR OTHER MALICIOUS OR UNWANTED CONTENT OR SAFE FROM INTRUSIONS OR OTHER SECURITY ATTACKS/SCAMS/BREACHES OR WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE AND WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF BITDEFENDER SOLUTION OR THE DATA THEREIN.

13.5 BITDEFENDER SOLUTION IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. BITDEFENDER SOLUTION IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPON 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/ENVIRONMENTAL DAMAGES.

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

14. LIMITATION OF LIABILITY

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

14.2 BITDEFENDER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE OR DAMAGES THAT WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED SUCH AS, FOR EXAMPLE, LOSSES CAUSED BY VIRUSES, MALWARE, OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO COMPANY DATA. 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 TO 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.

14.3 IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE RECEIVED FOR BITDEFENDER SOLUTION GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE FIRST GIVING RISE TO A CLAIM.

14.4 BITDEFENDER DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AND DIRECTLY ATTRIBUTABLE TO BITDEFENDER'S GROSS NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

14.5 Each Party recognizes and agrees that the waivers, warranty limitations, as well as disclaimers and exclusions from and limitations of liability and/or remedies in this Agreement, are a material and essential basis of this Agreement; reflect a reasonable allocation of risk between the Parties; are fair, reasonable, and a fundamental part of this agreement; and each has been taken into account and reflected in determining the consideration to be given by each Party under this Agreement, and in the decision by each Party to enter into this Agreement. The Parties acknowledge and agree that absence of any such waivers, disclaimers, exclusions, and/or limitations of liability/remedies, the provisions of this Agreement, including the economic terms, would be substantially different, or in the alternative, this Agreement would not have been consummated.

15. INDEMNIFICATION.

15.1 You shall indemnify, defend, and hold Bitdefender and its directors, officers, employees, agents and attorneys harmless from and against any and all third-party claims, actions, demands, liabilities, losses, damages, judgments, or settlements, including all reasonable attorney's fees, and expenses related thereto, directly or indirectly resulting from, relating to, arising out of, or attributable to or based upon, i) illegal conduct and/or violation of rights of third parties or any applicable laws, and/or (ii) your miss-use of the Bitdefender Solution.

15.2 Bitdefender shall defend against any claim or lawsuit by a third-party (a "Claim") against You, based upon their use of the Bitdefender Solution in accordance with the terms of the Agreement to the extent that: (i) such Claim alleges that the Bitdefender Solution infringes a US patent, infringes a copyright, or misappropriates a worldwide trade secret, or trademark, and will indemnify and hold You harmless from and against the resulting costs and damages finally awarded against OEM to such third-party by a court of competent jurisdiction or agreed to in settlement.

15.3 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 solutions, products, processes or materials where the alleged infringement would not exist but for such combination; (vi) for any evaluation, beta or trial version or (vii) where You continue the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

15.4 In the event the Bitdefender Solution is held by a court of competent jurisdiction to constitute an infringement of third-party rights of patent, trademark or copyright 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 solutions or 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 fees paid for Bitdefender Solution.

15.5 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.

15.6 Limitation of Liability under German and Austrian Laws. In respect of subscriptions purchased by consumers residing in Germany or Austria, the following limitations of liabilities shall apply in lieu: Bitdefender shall be held liable only under the following circumstances, regardless of the legal grounds: (a) If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently; (b) In the event of any culpable breach of an essential contractual duty; the expression "essential contractual duty" describes a duty in the abstract, the fulfilment of which is an essential pre-requisite for the due implementation of Bitdefender's obligations, and that is a duty on whose fulfilment the respective other party can rely as a general rule. In the event of a slightly negligent breach, Bitdefender's liability for financial losses and damages to property is limited to the amount of the typically foreseeable loss. The foregoing limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

15.6 Any statutory right to terminate this Agreement due to any culpable breach by Bitdefender shall remain unaffected.

16. CONSENT TO 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. By accepting this Agreement, You consent to receive all Communications through these electronic means only and acknowledge and demonstrate that You can access Communications on Sites.

17. DATA COLLECTION TECHNOLOGY.

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

17.2 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 agree that Your personal data will be collected according to the Privacy Policy published on:
<http://www.bitdefender.com/site/view/legal-privacy.html>

17.3 By accepting this Agreement, You acknowledge and agree that the security technology used may 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 to upload the executable files for the purpose of being scanned by the Bitdefender servers.

17.4 This information from Your computer may be sent to Bitdefender only with Your permission and will not be sent automatically. The information is collected by Bitdefender for the purpose of improving Bitdefender's product performance or statistical information. This information will not be correlated with the problem encountered and with any personal data or personal identifiable information.

17.5 In addition to Bitdefender Solution registration information, Bitdefender must process and store certain information about Your network and equipment to provide Maintenance and related support services. To improve its products, Bitdefender may also upload information periodically from installed Bitdefender Solution about product usage, detected malware or potentially unwanted files and use Service traffic to improve its data bases and heuristics. You agree that Bitdefender may (i) use uploaded data from installed Bitdefender Solution to improve products and services; (ii) use uploaded data for analysis or reporting purposes only if any such use does not identify You or include any information that can be used to identify any individual person. Bitdefender reserves the title, ownership and all rights and interest to any intellectual property or work product resulting from its use and analysis of such information. By using the Bitdefender Solution, You acknowledge and agree that Bitdefender may collect, disclose, store and analyze these information for the purposes above mentioned.

In order to promote awareness, detection and prevention of Internet security risks, Bitdefender may share certain information anonymized with research organizations and other security software vendors.

17.6 Certain functionalities of Bitdefender solutions, as provided under this Agreement, may allow You to protect sensitive information on Your device. You will be required to provide a password in order to encrypt and protect such information. You are aware that the features and functionalities may sync encrypted information across devices based on Your request. You will not be able to recover the information You have encrypted if You lose or forget the password. You are aware that the level of encryption that can be used by the Bitdefender Solution should protect Your information from the average device user; however, You acknowledge that the encryption may be broken. You also acknowledge that information that has been encrypted may not be unencrypted if Your hard drive has bad sectors or fails. Bitdefender shall not be held responsible for access of Your information where You have provided Your password to a third-party or have failed to use reasonable efforts to protect such information, password, answers to challenge questions or for user error.

18. FORCE MAJEURE.

18.1 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.

18.2 You must comply with all applicable U.S. and international laws governing export and re-export of the Bitdefender Solutions, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing: (i) You represent that You are not a member of any of the denied person list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) You will not use, export or re-export the Bitdefender Solution to territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold Bitdefender harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from Your failure to comply with this obligation.

18.3 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of You and Bitdefender SRL and the other Bitdefender Group companies, and their respective agents, licensors, representatives, suppliers, distributors, resellers and other business partners. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary hereof.

19. GENERAL.

19.1 This Agreement will be governed by the laws of Romania and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these Subscription Agreement shall be of the courts of Romania. Nothing in this Subscription 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.

19.2 No Class Actions

YOU AND BITDEFENDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Bitdefender agree otherwise, the court may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

19.3 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.

19.4 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.

19.5 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. The Subscription will terminate immediately without notice if You are in breach of any of its terms and conditions. You shall not be entitled to a refund from Bitdefender or any resellers of Bitdefender as a result of termination. The terms and conditions concerning confidentiality and restrictions on use shall remain in force even after any termination.

19.6 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 these terms is found void and unenforceable, it will not affect the validity of the rest of the Terms, which shall remain valid and enforceable.

Bitdefender reserves the right to change the name of its Solutions in its sole discretion from time to time.

19.7 This Agreement has been originally prepared in English. Although Bitdefender can provide translated versions of this Agreement for Your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. Any update of the present document is available at <https://www.bitdefender.com/site/view/subscription-agreement-and-terms-of-services-for-home-user-solutions.html>.

19.8 Notwithstanding that this Agreement has been prepared by Bitdefender, You confirm that this Agreement constitutes the understanding of the parties and is intended to be construed in a manner that is consistent with the subject matter and activities contemplated by, and the terms and conditions of the Agreement. No rule of strict construction with respect to this Agreement shall be applied against either party.

19.9 You can contact Bitdefender, at 15A Sos. Orhideelor, Orhideea Towers Building, 10-12 floors, 6 District, Bucharest, Romania, or at Tel No: 40-21-206.34.70 or Fax: 40-21-264.17.99, e-mail address: office@bitdefender.com.