

Terms of Corporate Use

This License Agreement (hereinafter “Agreement”) between Safer-Networking Ltd. of Mill Road, Greystones, Co. Wicklow, Ireland (hereinafter “Safer-Networking Ltd.”) and the Customer (hereinafter “Licensee”) sets out the terms and conditions of Licensee’s use of Spybot - Search & Destroy software programs, i.e. Spybot Search & Destroy Small Business Edition, Spybot Search & Destroy Corporate Edition, Spybot Search & Destroy Service Edition, Spybot Search & Destroy Corporate Service Edition and, including any additional components, e.g. the minimal Operating System (Windows 7 PE) as the case may be, updates, upgrades, modifications, revisions, copies, documentation and design data set out in the Schedule (the “Software”).

§1. GRANT OF LICENSE.

1.1 The Software is copyright, trade secret and confidential property of Safer-Networking Ltd. or its Licensors who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement. Insofar as Software is supplied to Licensee (either in tangible or non tangible form) and subject to (i) the payment of the License Fees set out in the relevant Price List and (ii) depending on the Software obtained by Licensee, Safer-Networking Ltd. grants to Licensee a non-exclusive, non-transferable and non-sublicensable right for the agreed License Term to use the Software under the following conditions. The right to use includes the right to install, load and run the Software.

a) Spybot Search & Destroy Corporate Edition (“CE Software”)

CE Software consists of client software and server software. Licensee shall be entitled to use the server software for internal business purposes on any number of servers within his own network. The number of clients, i.e. devices, on which the client software is used, may not exceed the number of licences obtained by Licensee. For the purposes of this Agreement, a virtual device is considered the same as a physical device.

CE Software may be distributed by means of a bootable Service CD that

also contains a minimal Operating System (Windows 7). For the minimal Operating System (Windows 7) separate license terms apply (see Sec. 1.1e))

b) Spybot Search & Destroy Small Business Edition (SBE Software)

Licensee shall be entitled to use SBE Software for Licensee's internal business purposes. The number of clients, i.e. devices, on which the SBE Software is used, may not exceed the number of licences obtained by Licensee. For the purposes of this Agreement, a virtual device is considered the same as a physical device.

SBE Software may be distributed by means of a bootable Service CD that also contains a minimal Operating System (Windows 7). For such minimal Operating System (Windows 7) separate license terms do apply (see Sec. 1.1e))

c) Spybot Search & Destroy Service Edition (SE Software)

Licensee shall be entitled to use SE Software to scan and clean infected computers belonging to third parties.

SE Software is distributed by means of a bootable Service CD. SE Software may accessed from the Service CD or any other device that is accessible from the computers of the third party. The Service CD contains a minimal Operating System (Windows 7) for which separate license terms apply (see Sec. 1.1e)) and SBE Software. By way of derogation from Sec. 1.1b) this SBE Software may be only used for support cases.

d) Spybot Search & Destroy Corporate Service Edition (CSE Software)

The Corporate Service Edition is licensed for the use by the Licensees support staff while while servicing computers that are owned by Licensee. The support staff are permitted to install the software on a non system external device such as an external harddisk or flash drive if necessary for the purpose

of servicing the Licensees computers or they may use the software from the Service-CD. If the software is run from an external device at Licensee's site or other location the Software may not be installed or copied to the computer being serviced. Therefore, the real time services of Spybot-Search & Destroy will not be available.

CSE Software is distributed by means of a bootable Service CD. The Service CD contains a minimal Operating System (Windows 7) for which separate license terms do apply (see Sec. 1.1e)) and SBE Software. By way of derogation from Sec. 1.1b) SBE Software may be only used for support cases.

e) Limited Operating System (Windows 7)

The Service CD may contain Windows software licensed from Microsoft Corporation and/or MS Affiliate(s) ("minimal Operating System"). It is expressly stated, that the minimal Operating System is not sold to Licensee and is provided "as is". The minimal Operating System may only be used as a boot, diagnostic, disaster recovery, setup, restoration, emergency service, installation, test and/or configuration utility program. The use of the minimal Operating System as a general purpose operating system or as a substitute for a fully functional version of any operating system product is strictly prohibited. All rights not expressly granted are reserved.

§2. LIMITED WARRANTY.

2.1 Safer-Networking has endeavoured to ensure that the Software does not contain any backdoors or content to intentionally harm the Licensee. Nothing herein shall be construed as a warranty by Safer-Networking Ltd. that the Software licensed herein corresponds with any representations or descriptions howsoever published nor that the Software is fit for the purpose intended by the Licensee, the Licensee's servants or agents nor that the Software is merchantable. Any such warranties and any warranties purported to be implied by Irish law into this agreement shall not be implied and are hereby excluded. Their exclusion has been drawn specifically to the attention of the Licensee who acknowledges this by contracting these terms.

2.2 The warranties set forth in this Section 2 are exclusive. Neither Safer-

Networking Ltd. nor its Licensors make any other warranties, express, implied, or statutory, with respect to Software or other material provided under this Agreement. Licensee especially acknowledges that no statement or representation of Safer-Networking Ltd. shall be considered as a guarantee regarding the fitness of the Software for any particular purpose, unless such statement has been expressly confirmed to the Licensee by Safer-Networking Ltd. in writing.

§3. DOCUMENTATION AND UPDATES.

Safer-Networking Ltd. provides the necessary user documentation of the Software. This may also be provided electronically, e. g. by provision over the Internet. Safer-Networking has no contractual obligation to provide regular updates and the provision of updates does not constitute any such contractual obligation of Safer-Networking Ltd.

§4. RESTRICTIONS.

4.1 Safer-Networking Ltd. does not authorize all or any portion of the Software to be “issued to the Public”, “put into circulation”, or subject to a “first sale” as the copyright laws may use those (or similar) terms. Licensee is not allowed to distribute, sublicense, lease, rent, loan or otherwise transfer the Software to a third party.

4.2 All Software will be supplied and may be used in object code form only. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, Licensee shall not reverse-assemble, reverse-compile, reverse-engineer or in any way derive from Software any source code or decrypt the database.

4.3 Licensee shall not remove alphanumeric identification characters, trademarks and copyright notices.

4.4 Licensee may copy Software only as reasonably necessary to support the authorized use and may make necessary backup copies. Each copy must include all notices and legends embedded in Software and affixed to its medium and container as received from Safer-Networking Ltd. All copies shall remain

the property of Safer-Networking Ltd. or its Licensors. Licensee shall maintain a record of the number and primary location of all copies of Software, including copies merged with other software, and shall make those records available to Safer-Networking Ltd. upon request.

4.5 Licensee shall not make Software available in any form to any person other than employees and contractors, excluding Safer-Networking Ltd.'s competitors, whose job performance requires access. Licensee shall take appropriate action to protect the confidentiality of Software and ensure that any person permitted access to Software does not disclose it or use it except as permitted by this Agreement.

4.5 The provisions of this Section 4 shall survive the termination or expiration of this Agreement.

§5. FEES.

5.1 The License Fees shall be payable in advance in Euros (USD if Licensee is located in the USA or Canada) for the amounts and the period indicated in the Price List and shall be payable as set out in the Price List. Safer-Networking Ltd. shall issue invoices for the License prior to the date of commencement of the relevant periods.

5.2 In the case of the extension of the Agreement as set out in Sec. 10.1 of this Agreement, the relevant version of the Price List at the time of the extension shall apply.

5.3 If the use of the Software at any time exceeds the maximum number of licenses granted to Licensee under this Agreement Licensee shall pay to Safer-Networking Ltd. the applicable additional License Fee so arising at the rates in the Price List. The number of Software licenses granted shall be deemed to be adjusted accordingly on payment by the Licensee of the applicable additional License Fee.

5.4 The License Fees and other charges from Safer-Networking Ltd. are due when invoiced and payable within 14 calendar days of the receipt of invoice by the Licensee. In case of a delay in payment, Safer-Networking Ltd. is entitled to charge interest on arrears at 8%-points (eight percentage points) above the then-current European Central Bank Lending rate.

5.5 The License Fee and all other charges are exclusive of VAT and all other Taxation, which shall, if applicable, be chargeable to the Licensee.

5.6 It is specifically agreed that Safer-Networking Ltd. may, at its sole discretion, treat a failure by the Licensee to pay amounts due within the time allowed under this Section 5 as a suspension made at the Licensee's request of any Maintenance and Technical Support that may be agreed by the parties separately.

§6. INSTALLATION AND SUPPORT.

6.1 Licensee is responsible for installation and use of the software. Support issues of the Licensee will be handled solely by Safer-Networking Ltd. and not by any of its Licensors. Available support consists of email support that has priority over freeware users. Phone support information will be published on www.safer-networking.ie.

6.2 THE MINIMAL OPERATING SYSTEM CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY REBOOT THE DEVICE AFTER SEVENTY-TWO HOURS OF CONTINUOUS USE. THIS TIME-OUT FEATURE WILL RESET EACH TIME THE COMPONENT IS RELAUNCHED.

§7. SPECIFICATION OF THE SOFTWARE.

The Software is designed to scan for software that poses a threat to the privacy of the user of a computer ("Malware"). While the Software endeavours to detect known Malware, not all Malware will be detected. Spybot Search & Destroy software runs on Windows computers running 2000, XP, 2003 Server, Vista, 2008 Server or Windows 7 only.

§8. LIMITATION OF REMEDIES AND DAMAGES.

In no event will Safer-Networking Ltd., its Licensors or their affiliates be liable for any indirect, incidental special or consequential damages or for any

lost profits, lost savings, lost revenues or lost data arising from or relating to the Software or this agreement, even if Safer-Networking Ltd., its Licensors or their affiliates have been advised of the possibility of such damages. In no event will Safer-Networking Ltd., its Licensors or their affiliates liability or damages to Licensee or any other person ever exceed the amount paid by Licensee to use the software, regardless of the form of the claim. The software is not fault-tolerant. It is not designed for use in High Risk Activities, where the failure of this Software could lead directly to death, personal injury or severe physical or property damage. Neither Safer-Networking Ltd. nor its Licensors or their affiliates shall be liable for any damages resulting from or in connection with the use of software in any application where the failure or inaccuracy of the software might result in death or personal injury.

IN NO CASE SHALL Safer-Networking Ltd. ITS LICENSORS' OR THEIR AFFILIATES' LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE SOFTWARE. The disclaimers and limitations set forth above will apply regardless of whether you accept the Software.

The Software may contain third party device drivers. Such device drivers are provided solely for your convenience. It is your responsibility to confirm whether such device drivers are applicable to your environment. The device drivers are provided by Safer-Networking Ltd. "AS IS" WITHOUT ANY TECHNICAL SUPPORT OR WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL SAFER-NETWORKING LTD., ITS SUPPLIERS OR THEIR AFFILIATES BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE THIRD PARTY DEVICE DRIVER.

§9. INFRINGEMENT.

9.1 Safer-Networking Ltd. will defend or settle, at its option and expense, any action brought against Licensee alleging that Software infringes a patent or copyright in the United States, Canada, Japan, or member state of the European Patent Office. Safer-Networking Ltd. will pay any costs and damages finally awarded against Licensee that are attributable to the infringement action. Licensee understands and agrees that as conditions to Safer-

Networking Ltd.'s obligations under this section Licensee must: (a) notify Safer-Networking Ltd. promptly in writing of the action; (b) provide Safer-Networking Ltd. all reasonable information and assistance to defend or settle the action; and (c) grant Safer-Networking Ltd. sole authority and control of the defense or settlement of the action.

9.2 If an infringement claim is made, Safer-Networking Ltd. may, at its option and expense: (a) replace or modify Software so that it becomes non-infringing; (b) procure for Licensee the right to continue using Software; or (c) require the return of Software and refund to Licensee any License Fee paid, less a reasonable allowance for use.

9.3 Safer-Networking Ltd. has no liability to Licensee if infringement is based upon: (a) the combination of Software with any product not furnished by Safer-Networking Ltd.; (b) the modification of Software other than by Safer-Networking Ltd.; (c) the use of other than a current unaltered release of Software; (d) the use of Software as part of an infringing process; (e) a product that Licensee make, use or sell; (f) any Beta Code contained in Software; (g) any Software provided by Safer-Networking Ltd.'s Licensors who do not provide such indemnification to Safer-Networking Ltd.'s customers; or (h) infringement by Licensee that is deemed willful. In the case of (h) Licensee shall reimburse Safer-Networking Ltd. for its attorney fees and other costs related to the action upon a final judgment.

9.4 THIS SECTION 9 STATES THE ENTIRE LIABILITY OF SAFER-NETWORKING LTD. AND ITS LICENSORS AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY SOFTWARE LICENSED UNDER THIS AGREEMENT.

§10. TERM.

10.1 The initial Term of this Agreement is twelve (12) months. The Agreement shall automatically be extended for additional twelve (12) months each unless terminated by giving notice 2 (two) calendar months prior at the end of the relevant Term by registered letter.

10.2 The right of one of the Parties to terminate the Agreement early for

cause by means of registered letter shall remain unaffected. Prior of such termination for cause and, especially, prior to termination due to a material breach of contract, the respective party shall notify the other party that has committed the alleged breach demanding the other party to remedy the breach within 30 (thirty) days the breach was reported. Termination for cause shall be reported by means of a registered letter and, whenever possible, no later than the cancelation period of thirty (30) days, however, at a cancelation period minimum of 10 (ten) days.

10.3 Reasons for Safer-Networking Ltd. to be entitled to terminate this Agreement for cause shall include, in particular, when Licensee makes use of the Software without authorization of Safer-Networking Ltd. If Safer-Networking Ltd. is entitled to terminate this Agreement for cause it may demand immediate payment of liquidated damages which shall be established as half of the fee amount up to the time of the end of the relevant Term as set forth in Sec. 10.1 of this Agreement. Liquidated damages may be determined as a higher or lesser amount, if Safer-Networking Ltd. proves higher or Licensee proves lower losses or damage.

10.4 Upon any termination or expiration, Licensee agree to cease all use of Software and return it to Safer-Networking Ltd. or certify deletion and destruction of Software, including all copies, to Safer-Networking Ltd.'s reasonable satisfaction.

§11. EXPORT.

Software may be subject from time to time to regulation by local laws and European Union export regulations, which prohibit export or diversion of certain products, information about the products, and direct products of the products to certain countries and certain persons. The minimal Operating System is subject to U.S. export restrictions. Licensee agrees that Licensee will not export any Software or direct product of Software in any manner without first obtaining all necessary approval from appropriate local and European Union government agencies.

§12. RESTRICTED RIGHTS NOTICE.

If Licensee is acquiring any material on behalf of any unit or agency of the U.S. government (“Government”), Licensee shall notify Safer-Networking Ltd. in writing prior to delivery of such material and shall obtain the Government’s agreement that the Licensed Program is “commercial computer software” and/or “commercial computer software documentation” pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable, and any use, modification, reproduction, release performance, display, or disclosure shall be prohibited except as expressly permitted by this Agreement, which terms shall govern.

§13. AUDIT RIGHTS.

With reasonable prior notice, Safer-Networking Ltd. or its Licensor shall have the right to audit during Licensee’s normal business hours all records and accounts as may contain information regarding Licensee’s compliance with the terms of this Agreement. Safer-Networking Ltd. or its Licensor shall keep in confidence all information gained as a result of any audit. Safer-Networking Ltd. shall only use or disclose such information as necessary to enforce its rights under this Agreement.

§14. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed under the laws of Ireland. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of Dublin, Ireland. This section shall not restrict Safer-Networking Ltd.’s right to bring an action against Licensee in the jurisdiction where Licensee’s place of business is located.

§15. SEVERABILITY.

If any provision of this Agreement is determined by a court to be or becomes invalid, unenforceable or illegal, such provision shall be (i) modified to be

made valid, enforceable and legal in such a manner as to best effectuate the intent of the parties at the inception of this Agreement; or (ii) be deemed eliminated where such modification is not practicable; and (iii) the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such modification or deletion.

§16. MISCELLANEOUS.

This Agreement sets forth the entire understanding and agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements or representations, oral or written regarding such subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the party against whom enforcement is sought.

§17. LICENSEE CONSENT.

Licensee hereby consents to the following features of the Software. Application offline privacy. Even though Spybot-S&D scans Licensee's system, it will not search specifically for any personally identifiable information. Everything that is not detected as a possible threat will be ignored. Possible threats will be shown and, if log options are switched on, written to a log file that may reside on an intranet server depending on the installation.

§18. PRIVACY.

Even though Spybot Search & Destroy scans a system, it will not search specifically for any personally identifiable information. Everything that is not detected as a possible threat or usage track will be ignored. Possible threats and usage tracks will be shown and, if log options are switched on, written to a local log file. For further information please visit <http://www.safer-networking.ie>.

Windows is a registered trademark of Microsoft Corporation.

Spybot and Spybot - Search & Destroy are Trademarks of Patrick Kolla-ten Venne

This agreement is accepted by installing the software.