

AVIRA OEM PORTAL

Terms of Use of the Avira OEM Portal; Avira Product Evaluation Rights; and Confidentiality Obligations

Welcome to the Avira OEM Portal

Important Notice: You are required to read and understand these terms and conditions covering your access and use of the Avira OEM Portal (**OEM Portal**); evaluation of Avira software and software services and related components (collectively **Avira Product(s)**) and your confidentiality obligations before you accept these provisions. Avira is willing to provide you access to the OEM Portal including the right to access and use any contents contained on the OEM Portal and allow you to evaluate Avira Products, subject to you accepting these terms and conditions including confidentiality obligations (**Terms and Conditions**). By indicating acceptance or by loading the Avira Product, you accept these Terms and Conditions. If you do not agree to these Terms and Conditions, then close the window and do not access or use any content on the OEM Portal and/or the Avira Products or share Avira's confidential information.

For purposes of these Terms and Conditions, **User** (or **you**) shall mean the existing partner, prospective partner or partner representative, wishing to access the OEM Portal. **Avira** shall mean the Gen entity specified at the end of this document based on your location.

These Terms and Conditions are set out under various headings.

Use of the OEM Portal

1. **Access.** Access to the OEM Portal is subject to the User accepting these Terms and Conditions with Avira.
2. **Rights of Use.** No content provided to User in the OEM Portal may be reproduced, amended or disclosed in full or in part to any third party unless authorized in writing by Avira.
3. **Use of OEM Portal.** The OEM Portal and its contents are made available to User for the sole purpose of providing information (including any legal terms and conditions) relating to the use and evaluation of Avira Products.
4. **Acceptable Use.** User may not transfer or grant access to the OEM Portal or its content to any third party unless this is authorized in writing by Avira and such access will be subject to the third party accepting and agreeing to the Terms and Conditions. User represents and warrants that (i) it will not license, distribute or otherwise resell any of the content (including but not limited to the Avira Product and documentation), or capabilities and functionalities of the OEM Portal without prior written agreement from Avira, (ii) it will prevent the use of the OEM Portal by any user that has not consented to the Terms and Conditions, and (iii) it will not abuse and will not allow any third party to abuse or circumvent the infrastructure of the OEM Portal in any way.
5. **Security and Viruses.** Avira does not guarantee the OEM Portal is secure and/or free from bugs and viruses. User must not misuse the OEM Portal by knowingly introducing viruses, or any other material that is malicious or technologically harmful. User must not attempt to gain unauthorised access to the OEM Portal.
6. **Change.** Avira reserves the right, in its sole discretion, to amend, update or delete the content on the OEM Portal or cease providing access to the OEM Portal at any time. Unless an OEM Agreement has been executed between User and Avira, Avira will not have any liability or obligation to User with respect to the Avira Products, save as provided below under the section entitled: "Confidentiality Obligations".
7. **Gathering of Data on the OEM Portal and Avira Product Use.** To improve the Avira Product and the functionality of the OEM Portal, Avira might track user behaviour on the OEM Portal and use of the Avira Product. User acknowledges that personal data might be processed as part of this activity although Avira will treat any personal data in accordance with applicable privacy laws. If and at such time that User revokes its consent, User will notify Avira and will need to cease accessing and using the OEM Portal and the Avira Products immediately unless access and use is authorized by a different agreement with Avira.
8. **Termination of Access; Termination of the OEM Agreement.** Avira may terminate access to the OEM Portal for User at any time on notice without any liability to User. At such time User's OEM Agreement with Avira terminates for whatever reason, User will no longer be authorised to access the OEM Portal. Any attempted access following any termination will be unauthorised and Avira reserves all of its legal rights.
9. **OEM Portal Content; Confidentiality.** User acknowledges that all content on the OEM Portal is confidential and proprietary to Avira. User agrees not to use such information except in accordance with these Terms

and Conditions and not to disclose such information to third parties (unless otherwise approved by Avira). User will hold Avira harmless for failing to comply with this provision.

Evaluation of Avira Products. This section applies to the extent User evaluates any Avira Product downloaded on the OEM Portal or otherwise provided by Avira to User for evaluation purposes (unless User has a separate OEM Agreement with Avira that includes provisions on evaluations).

1. **Right to Use.** Avira grants User a non-exclusive, temporary, royalty-free, non-transferable right to use the Avira Product solely for its internal non-production evaluation (**Evaluation**). Such Evaluation right shall terminate (i) on the expiration of any specified evaluation period or (ii) otherwise on 30 days from the date of User's initial installation of the Avira Product (**Evaluation Term**). User is solely responsible for taking appropriate measures to back up User's system and take other measures to prevent any loss of files or data. The Avira Product may contain an automatic disabling mechanism that prevents its use after a certain period of time.
2. **Disclaimer and Limitation of Warranty.** Avira accepts no liability for User's use of the Avira Product for Evaluation purposes. The Avira Product is provided "as is" without warranty of any kind. Any Avira Product documentation is provided for the purpose of describing the Avira Product; Avira disclaims any representations, warranties, or other Avira commitments, obligations, or liabilities, in such documentation.
3. **Evaluation Rights.** In connection with the Evaluation, User may (i) install the Avira Product in a test environment owned or controlled by User and set-up for the sole purpose of testing the operability and functionality of the Avira Product (**Test System**), and (ii) copy, use and reproduce the Avira Product within the Test System; provided that, the Test System must not be used in production under any circumstances.
4. **No Processing.** As part of the Evaluation, User is not permitted to process or transfer to Avira's systems or permit the Avira Product to process any personal identifying data as defined in the European General Data Privacy Regulation ("GDPR") or other applicable privacy laws unless a data processing agreement has been signed between User and Avira before any processing. User will hold Avira harmless from any breach of this obligation.
5. **Rights to Change Avira Products.** Avira reserves the right in its sole discretion to i) edit, add to or delete any, computer software program(s), data files or other components of the Avira Product and documentation from time to time and ii) modify or provide update(s) or upgrade(s) to the Avira Products.
6. **Intellectual Property.** Except for the Evaluation rights granted to User under these Terms and Conditions, User shall have no right, title or interest in and to the Evaluation Product and/or documentation, or to any of the related patents, copyrights, trade secrets, trademarks, mask works, inventions, source code, object code, listings and documentation including any revisions, modifications, alterations, and derivative works in all forms.
7. **Restrictions on Use.** The following restrictions apply: a) User shall have no right to distribute or grant any licenses or any other rights with respect to the Avira Products; (b) User is expressly prohibited from editing, revising, changing or otherwise modifying or seeking to decompile the Avira Product or attempting to reverse engineer or otherwise generating source code versions, unless with written approval from Avira; and (c) User is prohibited from removing or modifying any references to copyright, other intellectual property rights, license information, serial numbers and other features that serve to identify the Avira Product.
8. **Production Use; OEM Agreement.** User expressly acknowledges that any Avira Products being evaluated cannot be used in a production environment until such time User acquires the Avira Products under master license agreement (**OEM Agreement**) with Avira.
9. **Open Source.** Any combination or other use of the Avira Products with Open Source software or Open Source components of any kind (including but not limited to programs, libraries and tools), irrespective of the license terms to which such components are subject now or in the future (e.g. GPL, LGPL, MPL, BSD Copyright, Apache Software License and any others), is prohibited without exception. User's Evaluation rights in the Avira Products shall automatically cease at the time at which the prohibited combination or use is first commenced.
10. **Use of Avira Products in High-Risk Environments.** Use of the Avira Product in special-risk areas requiring continuous, error-free or failsafe operation (including, without limitation, in applications involving nuclear power plants, military applications, aircraft navigational and communications systems, or in medical or other applications essential to maintaining human lives) is prohibited.

11. **Termination of the Evaluation.** Avira may terminate the Evaluation for any reason at any time by i) giving User written notice of termination; ii) by deactivation of the Avira Product or discontinuation of the Avira Product by Avira. Upon any expiration of the Evaluation Period or termination, User shall immediately cease using the Avira Product and uninstall or destroy all copies of the Avira Product (as applicable).

Confidentiality Obligations. This section applies to the extent User and Avira do not have a separate confidentiality agreement in place covering access to the OEM Portal and Avira Products.

Avira and User agree to the following for the purposes of protecting any confidential information which may be disclosed in User's access to the OEM Portal and any Evaluation of Avira Products and any contemplation of a business relationship; in respect of Avira Products (**Purpose**):

1. All information disclosed on the OEM Portal and Avira Products shall be considered "confidential";
2. Any other information disclosed in contemplation of a business relationship shall be considered "confidential" if: i) it is marked as confidential, ii) identified as confidential at the time of disclosure or iii) would reasonably be considered to be confidential given its nature.
3. Each party shall:
 - ensure confidential information is held in confidence for five years following the date of disclosure.
 - only use confidential information for the Purpose.
 - use reasonable care to protect the confidential information of the other party and prevent unauthorised disclosure to third parties. Either party may disclose confidential information where disclosure is strictly required by law or court order and in which case the party compelled to disclose shall promptly notify the other party of any onward disclosure.
 - be responsible for use of the confidential information where that party shares the confidential information with its employees or contractors in furtherance of the Purpose.
 - ensure that any confidential information is returned to the originating party when no longer required or destroyed with the exception of any copies retained in any computer back-up system in the normal course of business.
 - retain all right, title and interest to such party's confidential information. Nothing in this confidentiality undertaking shall preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of or reference to the confidential information.
4. Confidential information shall be disclosed without any warranty or guarantee. The party disclosing the confidential information shall have no liability for any damage, loss or expense caused by the other party's reliance on the confidential information.
5. The disclosing party may seek any legal remedies including an injunction or other equitable remedies in the event of any threatened or actual violation of the provisions of this confidentiality undertaking.
6. In furtherance of the Purpose, each party shall comply with any applicable export and economic sanctions laws and regulations and all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.
7. The sharing of any confidential information in contemplation of the Purpose shall be subject to this confidentiality obligation. This confidentiality obligation may be superseded at such time the parties enter into a definitive agreement to give effect to the Purpose.

GENERAL

1. **Conflict.** In the event that User has an existing non-disclosure/confidentiality agreement (**NDA Agreement**) or OEM Agreement in place with Avira covering the subject matter of these Terms and Conditions then such NDA and/or OEM Agreement shall prevail in case of conflict between the terms of the NDA and/or OEM Agreement and these Terms and Conditions.
2. **Complete Agreement; Headings.** These Terms and Conditions set forth all of User's rights to access the OEM Portal and Evaluation of Avira Products and the parties' obligations in respect of confidentiality and makes up the entire agreement between User and Avira relating to the use of the OEM Portal, Evaluation of Avira Products and confidentiality obligations and (save as provided above) supersedes any other communications, or representations relating to this subject matter. All rights not expressly set forth in these Terms and Conditions are reserved by Avira. The descriptive headings in these Terms and Conditions have been inserted for convenience and shall not limit or otherwise affect the construction or interpretation of these Terms and Conditions.

3. **Waiver.** No provision of these Terms and Conditions shall be deemed waived unless there is a written waiver signed by an authorized Avira representative.
4. **Severability.** If any provision of these Terms and Conditions is held invalid, the remainder of the Terms and Conditions shall remain in full force and effect. To the extent that an otherwise invalid provision can be construed so as to be valid, that provision shall be so construed.
5. **Assignment.** User may not assign any of its rights under these Terms and Conditions in whole or part without the prior written consent of Avira.
6. **Notices.** Any notices for Avira should be sent to the address specified above based on User location. Notices for User will be delivered to the address disclosed by User when requesting access to the OEM Portal.
7. **Governing Law and Venue.** If you are located in the Americas: The laws of California. Venue for any action will be the federal courts in Santa Clara County, California; if you are based in EMEA: The laws of Ireland. Venue for any legal action will be the Irish courts, Dublin; If You is based in the Asia Pacific region: The laws of Singapore. Venue for any legal action will be the courts of Singapore. The choice of law is exclusive of any provisions of the United Nations 1980 Convention on Contracts for Sale of Goods, including any related amendments, and without regard to principles of conflicts of law, and the parties agree to be subject to the jurisdiction of the applicable courts.

Gen Entity

NortonLifeLock and Avast merged in late 2022, and together we are now Gen™ (“Gen”). Gen is a global company powering Digital Freedom through a family of trusted consumer brands including, Norton, Avast, LifeLock, Avira, AVG, ReputationDefender, CCleaner and more. All the entities specified below are Gen entities.

Americas

Your Location	Legal Entity Name	Address
Americas	Avira Inc	60 E Rio Salado Pkwy, Suite 1000, Tempe, AZ 85281 USA

Asia Pacific and Japan (APJ)

Your Location	Legal Entity Name	Address
Australia	NortonLifeLock Australia Pty Ltd	Level 46, Tower One, International Towers Sydney,100 Barangaroo Avenue, Barangaroo, Sydney, NSW 2000 Australia
China	NortonLifeLock Ireland Limited	Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland
Japan	NortonLifeLock Japan K.K.	Ark Mori Building 12th Floor, 1-12-32 Akasaka, Minato-ku, Tokyo 107- 6012, Japan
All other countries in APJ	NortonLifeLock Singapore Pte. Ltd.	8 Marina Boulevard, #05-02, Marina Bay Financial Centre Singapore, 018981

Europe, Middle East and Africa (EMEA)

Your Location	Legal Entity Name	Address
Belgium, Luxembourg, Ireland, The Netherlands	NortonLifeLock Ireland Limited	Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland
France	NortonLifeLock France SAS	La Défense – Cours Valmy, Office 627, Le Belvédère, 1-7 Cours Valmy, Puteaux, 92800 Paris, France
Italy	NortonLifeLock Italy S.R.L.	Via San Bovio 1/3, Building E Segreen Business Park, San FeliceSegrate, Italy

Spain	NortonLifeLock Spain S.L. Unipersonal	Paseo de la Castellana 93,Planta 2, 28046 Madrid, Spain
United Kingdom	NortonLifeLock UK Limited	280 Bishopsgate, London, England, EC2M 4RB, United Kingdom
All other countries in EMEA	Avast Software s.r.o	Avast Software s.r.o, Pikrtova 1737/1a, Nusle, 140 00 Praha 4, Czech Republic