

End User License Agreement

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d) Term of the License. Your right to use the Software shall be time-limited. After obtaining a license YOU will receive free updates and support for 12 months, starting the moment the user has installed the software and agreed to this agreement. To continue to receive updates and support the user has to pay a yearly "maintenance" fee.

e) OEM Software. OEM Software shall be limited to the computer You obtained it with. It cannot be transferred to a different computer

f) NFR, TRIAL Software. Software classified as "Not-for-resale", NFR or TRIAL cannot be assigned for payment and must only be used for demonstration or testing the Software's features.

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4. Connection to the Internet. To operate correctly the Software requires connection to the Internet and must connect at regular intervals to the Provider's servers or third-party servers. Connection to the Internet is necessary for the following features of the Software:

a) Updates to the Software. The Provider shall be entitled from time to time to issue updates to the Software ("Updates"), but shall not be obliged to provide Updates. This function is enabled under the Software's standard settings and Updates are therefore installed automatically, unless the End User has disabled automatic installation of Updates.

b) Forwarding of infiltrations and information to the Provider. The Software contains a function which collects samples of new viruses and other similar malicious programs and suspicious or problematic files (hereinafter referred to as "Infiltrations") and then sends them to the Provider, along with information about the computer and/or the platform on which the Software is installed (hereinafter referred to as "Information"). This function is disabled under the Software's standard settings. The Information may contain data (including randomly or accidentally obtained personal data) about the End User and/or other users of the computer on which the Software is installed, information about the computer, the operating system and programs installed, files from the computer on which the Software is installed and files affected by an Infiltration and details about such files. The Provider shall only use Information and Infiltrations received for research into Infiltrations and shall take appropriate precautions to ensure that Information received remains confidential. By activating this function of the Software You are agreeing to Infiltrations and Information being sent to the Provider and You are also granting the Provider the necessary approval, as specified under the relevant legal regulations, for processing Information obtained. You can deactivate this function at any time.

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12. No other obligations. This Agreement creates no obligations on the part of the Provider and its licensors other than as specifically set forth herein.

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16. Transfer of the License. The Software can be transferred from one computer system to another, unless contrary to the terms of the Agreement. If not contrary to the terms of the Agreement, the End User shall only be entitled to permanently transfer the License and all rights ensuing from this Agreement to another End User with the Provider's consent, subject to the condition that (i) the original End User does not retain any copies of the Software; (ii) the transfer of rights must be direct, i.e. from the original End User to the new End User; (iii) the new End User must assume all the rights and obligations incumbent on the original End User under the terms of this Agreement; (iv) the original End User has to provide the new End User with documentation enabling verification of the genuineness of the Software as specified under Article 17.

17. Verification of the genuineness of the Software. The End User may demonstrate entitlement to use the Software in one of the following ways: (i) through a license certificate issued by the Provider or a third party appointed by the Provider; (ii) through a written license agreement, if such an agreement was concluded; (iii) through the submission of an e-mail sent to the Provider containing licensing details (user name and password) enabling Updates.

18. Data regarding the End User and protection of rights. As the End User, You hereby authorize the Provider to transfer, process and store data enabling the Provider to identify You. You hereby agree to the Provider using its own means to check whether You are using the Software in accordance with the provisions of this Agreement. You hereby issue your agreement to data being transferred, during communication between the Software and the Provider's computer systems or those of its business partners, the purpose of which is to ensure functionality of and authorization to use the Software and protection of the Provider's rights. Following conclusion of this Agreement, the Provider or any of its business partners shall be entitled to transfer, process and store essential data identifying You, for billing purposes and performance of this Agreement.

19. Licensing for public authorities and governments. The Software shall be provided to public authorities including the United States Government with the license rights and restrictions described in this Agreement.

20. Export and re-export control. The Software, the Documentation or components thereof, including information about the Software and components thereof, shall be subject to import and export controls under legal regulations which may be issued by governments responsible for issue thereof under applicable law, including US law. Export Administration Regulations and end-user, end-use and destination restrictions issued by the US Government and other governments. You agree to comply strictly with all applicable import and export regulations and acknowledge that You have the responsibility to obtain all licenses required to export, re-export, transfer or import the Software.

21. Notices. All notices and return of the Software and Documentation must be delivered to: Apulus Limited, No.5, 17/F, Bonham Trade Centre, 50 Bonham Strand, Sheung Wan, Hong Kong.

22. Applicable law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The End User and the Provider hereby agree that the principles of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. You expressly agree that any disputes or claims ensuing from this Agreement with respect to the Provider or any disputes or claims relating to use of the Software shall be settled by the Hong Kong superior courts and You expressly agree to the said court exercising jurisdiction.

23. General provisions. Should any of the provisions of this Agreement be invalid or unenforceable, this shall not affect the validity of the other provisions of the Agreement, which shall remain valid and enforceable in accordance with the conditions stipulated therein. This Agreement may only be modified in written form, signed by an authorized representative of the Provider or a person expressly authorized to act in this capacity under the terms of a power of attorney.

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