



## Avira License Agreement End-user License agreement (EULA)

This Software has been copyrighted for

Avira GmbH  
Tjark Auerbach  
Chief Executive Officer  
Lindauer Str. 21  
88069 Tettnang, Germany  
www.avira.com

hereinafter referred to as the "Licensor".

The unauthorized reproduction or unauthorized sale of this Software or parts thereof may result in prosecution. Such conduct can lead to criminal or civil action and severe penalties and/or claims for damages. The Licensor hereby authorizes you (hereinafter referred to as the "Licensee") to use this Software within the context of the following licensing conditions:

### §1 Subject of the Grant of License

1) The subject of the contract is the existing computer program; in this case the activated full version including the license file necessary for activation, (the "Software"), as well as the program description, operating instructions and other pertinent materials (the "Documentation") and all updates for this Software and/or its parts.

2) The transfer of the main program to the Licensee shall take place (after the order has been placed) either by sending of sealed data media or by means of download by the Licensee from the website of the Licensor. Before a license file has been purchased, the main program can be used solely as a restricted test version. In order to use all functions, the Licensee must purchase a license file from the Licensor or from an authorized reseller. The transfer of the license file to the Licensee shall take place by means of the sending of sealed data media by post, at the request of the Licensee (in other cases also at the option of the Licensor), by email. Where the Licensee downloads the main program or the license file, the transfer shall be deemed to have taken place when downloading

is complete. The Licensee receives the documentation with the main program; this shall be made available to the Licensee by the Licensor (and at the Licensor's option), either in printed form or as a file in a standard format (e.g. hlp, txt or pdf), irrespective of how the Software is transferred. If the Licensee receives the Software by means of downloading by modem or from the Licensor's server over the internet, it shall download the Documentation in the same manner.

3) The Software individually described in the documentation is commensurate with state-of-the-art technology. The Licensee is advised that with today's state-of-the-art technology, it is not possible to manufacture Software in such a way that it works in every case and in an error-free manner with all applications and in all combinations (especially with third-party software).

4) The Software may not be used in danger zones where error-free continuous operation is demanded (high-risk activities like, for example, the operation of atomic power facilities, weapons systems, aerospace navigation or communication systems and /or life-support machines).

### §2 Scope of Use

The Licensor grants the Licensee the sole, non-exclusive and personal right to use the Software within the agreed scope of use – particularly with regard to the type and number of computers, for the duration of the contract (the "License"). The scope of the License can be seen in the LIC-INFO.TXT file, which the Licensee receives together with the license file.

### §3 Copyrights and Transfer of the Software

1) The Licensee may reproduce the Software, if such reproduction is necessary for the use of the Software. Necessary reproductions include the installation of the Software from the original data medium or from the

downloaded installation archive on the mass memory of the hardware in accordance with § 2, as well as the loading of the Software into the main memory during Software operation.

2) Moreover, the Licensee may reproduce the Software for backup purposes. However, only one backup copy of the original data medium or the downloaded installation archive may be created and/or stored. This copy must be marked as a backup.

3) Should a rotational backup of a system's entire data set, including the software programs, be essential for a fast reactivation of the system following a complete outage, the Licensee may create backup copies in the quantities absolutely required. The relevant data media shall be marked accordingly. These backup copies may be used for archive purposes only.

4) The Licensee shall take the necessary steps to prohibit unauthorized access to the Software and its documentation by third parties. Subsidiaries of the Licensee are also regarded as being third parties. The original data media, as well as all backup copies, shall be stored in a secure place, safe from access by unauthorized third parties. The Licensee's employees shall be expressly informed as to their obligations to observe and abide by all contractual conditions specified herein, as well as all provisions of copyright law.

5) The Licensee is not authorized,

**a.** with the exception of any reproduction expressly authorized in this agreement, to create other copies of the Software or the Documentation, either wholly or in part, on the same or on other carrier media; this also includes the output of the program code to a printer;

**b.** to transfer the Software from one computer to another computer or recording device via a network or other data transfer channel, insofar as the receiving device is not a computer or other recording device of the Licensee which is referred to in, and understood to be within, the framework of this Agreement;

**c.** without the written express permission of the Licensor, to change, translate, reverse compile, decompile or disassemble the Software, or to create works derived from the Software or the Documentation, or to reproduce, translate, change or create works derived from the

Documentation to the extent that, this is not absolutely necessary within the context of contractual use;

**d.** to remove copyright endorsements, serial numbers or other features which serve to identify the program, unless the Licensor has provided prior written authorization;

**e.** to transfer the Software to third parties or to provide access to the Software in any other form. This also applies to reproduction of the Software. Subsidiaries of the Licensee shall also be regarded in principle as third parties; transferring the Software within the group of companies for exclusive use at the new site shall be authorized in writing by the Licensor – such authorization may only be withheld if there is a compelling reason for doing so. In this case, adherence to the scope of use as per § 2 and § 3, any other agreements made in this contract and any possible supplemental agreements shall be ensured. When such transfer has occurred, the Licensee must fully delete the Software and any backup copies still at the previous site of use within the group of companies without delay;

**f.** to transfer the Software, the Documentation or parts thereof to third parties for the purposes of renting or leasing over a period of time.

#### §4 Other Rights to the Software

Within the context of the performance of the existing agreement, any purchase of full rights by the Licensee shall only take place on the physical data media on which the Software and the Documentation are recorded. The exploitation rights or rights of use for the Software and the Documentation may only be purchased to the extent that this is expressly provided for in the existing agreement. The Licensor retains in particular all publication rights, reproduction rights, editing rights, translation rights and other usage rights to the Software.

#### §5 Term and Termination

1) The Licensee has the right to use the Software and the Documentation indefinitely.

2) The right of both parties to exceptional termination shall remain unaffected, if a major reason for such termination exists. In particular, the Licensor has the

right to terminate without notice in the case of substantial violations of contractual obligations by the Licensee.

3) After termination, the Licensee is obliged by contract to fully delete all Software, in particular the original data medium, any backup copies and any relevant Software files installed on its computer. The Licensee shall also return all relevant Documentation. The Licensor has the right to demand a sworn statement from the Licensee regarding such deletion.

#### **§6 Warranty and Cooperation of the Licensee**

1) Warranty claims by the Licensee for Software defects or defective Documentation shall only be made to the supplier of the Software – in particular to the reseller.

2) If the Licensor is also the supplier – in the case of direct purchase of the Software from the Licensor – the Licensor warrants the possibility of use in conformity with the documentation, unless otherwise agreed. The legal warranty period shall begin with the transfer of the Software as per § 1.2. If the Licensee is not a consumer as defined within the meaning of the German Civil Code (BGB), the following shall also apply: The warranty period shall amount to 12 months; in the case of non-conformity with the Documentation, where such non-conformity considerably affects the contractual use, the Licensor, at its option, shall be obliged to supply a replacement or remedy the defect. If the Licensor cannot correct such deviations (within an appropriate time limit) through the delivery of replacements or by remedying the defect, or if the Licensor cannot bypass such deviations in such a way that the Licensee is able to use the Software in accordance with the contract, or if the delivery of replacements or work undertaken to remedy a defect are deemed to have failed due to any other cause, the Licensee, at its option, can demand a reduction in the purchase price or cancel the license for the program without notice. In the latter case, the Licensee shall also be entitled to a full refund of the purchase price.

3) When reporting errors, the Licensee shall endeavor to be extremely precise in the description, localization, determination and reporting of such errors. To this end, it shall use competent employees. Where applicable, checklists supplied by the reseller or Licensor shall be used.

#### **§7 Liability and Third Party Proprietary Rights**

1) The liability of the Licensor for damages shall be limited to five times the amount of the purchase price paid for the Software or license file. The determining amount in this case is the net amount paid (without VAT) at the time of purchase.

2) The Licensor shall not be liable for any lack of economic success, for indirect loss, consequential damages and for damages arising from third party claims, with the exception of claims pertaining to the infringement of third party proprietary rights.

3) The Licensor shall only be liable for ordinary negligence insofar as an obligation is violated, adherence to which is of major importance for the attainment of the object of this contract (cardinal obligation).

4) For the recovery of data and other damages due to loss of data, the Licensor shall only be liable to pay an amount typical for the effort and costs involved in such a recovery, and only then if the Licensee has ensured that this data can be reproduced with a justifiable amount of effort according to the standards of proper data processing for databases in machine-readable form, and if the Licensee has in particular regularly created backup copies in a way that is reasonable in view of the level of risk.

5) The limitations of liability in § 1-4 do not apply to damages caused by intent or gross negligence on the part of the Licensor, its legal representatives, managerial staff or vicarious agents, or damages arising from injury to life, body or health.

6) If the Licensee is in violation of any of the terms of use contained therein, in particular of § 1.4, liability on the part of the Licensor for damages arising from such violation shall be excluded.

7) Liability in accordance with the product liability law (Produkthaftungsgesetz) shall remain unaffected.

8) If a third party, in spite of the Licensee's contractually correct use of the valid, unchanged original version of the Software or Documentation, bring a claim against the Licensee for infringement of intellectual property rights or infringement of copyright in the Federal Republic of Germany, the Licensor shall defend the Licensee against all such claims. The Licensor shall indemnify the Licensee for the legal costs and damages

imposed on the Licensee by the court, provided that the Licensee has immediately informed the Licensor of the assertion of such claims and provided that all legal defense measures and settlement negotiations are reserved for the Licensor.

9) If claims in accordance with section 8 above or other claims for an infringement of third part proprietary rights have been made, or are expected to be made against the Licensee, the Licensor, at its option, has the right to change or exchange all or part of the Software and/or Documentation at its own expense, to an extent that is deemed reasonable for the Licensee.

10) If a situation arises involving sections 8 and 9 above and it is not possible to amend the Software or procure for the Licensee a right of use with reasonable effort, each contractual partner can cancel the License for the Software in question without notice.

## §8 Remuneration of the Licensor

1) If conclusion and implementation of the existing contract take place without the involvement of a reseller, i.e. directly with the Licensor,

a) upon purchase of the license file which is necessary for activation of the Software, the Licensor shall receive from the Licensee a one-off fee as remuneration, which may include an update subscription for the first period of use. The amount of the license fee is either taken from the Licensor's price list which is/was valid at the time of ordering and which can be accessed on the Licensor's website, or derived from a different agreement.

b) The license fee in accordance with a) shall be paid upon transfer of the license file (as per § 1.2) to the Licensee. The Licensee shall receive an invoice for the payable amount together with the license file.

2) If the Software is purchased through a reseller, the license fee is discharged upon payment of the purchase price.

## §9 Open Source Constituent Parts of the Software

1) The following constituent parts are individually subject to a special Open Source License:

► **DTL** (Copyright © 2000 Michael Gradman and Corwin Joy): The permission to use, reproduce, change, market and sell this Software and its documentation for any purpose is hereby granted free of charge, on condition that the aforesaid copyright endorsement appears on all copies and the copyright endorsement and this license appear in the documentation. Any statement or commitment to the effect that this Software can be used for a specific purpose is invalid.

► **Expat** (Copyright © 1998, 1999, 2000 Thai Open Source Software Center Ltd): Permission is hereby granted, free of charge, to any person obtaining a copy of this Software and associated documentation files, to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, provide sublicenses and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, if the following condition is fulfilled: the above copyright endorsement and this permission notice shall appear in all copies of the Software or essential parts thereof.

► **gSOAP** (<http://www.cs.fsu.edu/~engelen/soaplicense.html>)

► **OpenSSL** (<http://www.openssl.org/support/faq.html#LEGAL1>)

► **PCRE** (Copyright © 1997-2004 University of Cambridge. All rights reserved. Programmed by: Philip Hazel [ph10@cam.ac.uk](mailto:ph10@cam.ac.uk)): Release 5 of PCRE is distributed under the terms of the "BSD" license, as specified below. The documentation for PCRE, supplied in the "doc" directory, is distributed under the same terms as the Software itself. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:  
 \* Redistributions of the source code must retain the above copyright notice, this list of conditions and the following disclaimer.  
 \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.  
 \* Neither the name of the University of Cambridge nor the names of its contributors may be used to endorse or promote products derived from this Software without specific prior written permission.

Disclaimer: THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS

IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOW SO EVER CAUSED AND ON ANY LEGAL BASIS, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

► **Ptypes** (<http://www.melikyan.com/ptypes/LICENSE>)

► **ScewXML** (Copyright © 2002, 2003 Aleix Conchillo Flaque): SCEW is free Software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version: <http://www.gnu.org/copyleft/lesser.html>

► **xerces** (<http://www.apache.org/licenses/>; <http://xml.apache.org/xerces-c/index.html>)

► **zlib** ([http://www.gzip.org/zlib/zlib\\_license.html](http://www.gzip.org/zlib/zlib_license.html))

the content of which can be seen on the internet sites above. You are hereby explicitly referred to the content of these sites.

2) In accordance with the regulations and conventions for Open Source Software, you are advised that for the source programs used by the Licensor, the owner of the Software rights accepts no warranty and/or liability. Such preclusion of warranty and liability also applies for the benefit of the Licensor against the individuals who, in accordance with the General Public License of the Licensor, use, edit and/or further develop those parts that are subject to the rules of procedure of the Open Source Software.

3) The integral parts of the Software subject to the Open Source Software rules are ready to be passed on under the same terms and conditions. This, however, explicitly refers to these parts, not at all to proprietary parts;

the provisions of §§ 1 to § 8 apply to the latter without restriction.

## §10 Miscellaneous

1) Any amendments and/or supplements to this contract, including this clause, must be made in writing. Oral variations of this contract shall under no circumstances be made. General Terms and Conditions of Business of the Licensee are not part of this contract and have no legal force where this contractual relationship is concerned.

2) If a provision of this contract is held to be invalid or proves to be not feasible without impeding the attainment of the object of this contract, the validity of any remaining provisions shall remain unaffected. Both parties shall replace the provision which is invalid or not feasible by a legally valid provision which most closely reflects the commercial intention of the invalid provision.

3) The laws of the Federal Republic of Germany apply to this contract. Place of jurisdiction for merchants (who are Licensees) is the registered office of the Licensor.

4) In the case of delivery in EU countries, price calculation without VAT can only occur if the Licensee has provided its VAT number.

## Avira GmbH

Lindauer Str. 21 | D-88069 Tett nang | Germany

Telephone: +49 (0) 7542-500 0

Fax: +49 (0) 7542-525 10

Internet: <http://www.avira.com>