

F-SECURE® LICENSE TERMS

IMPORTANT – BEFORE INSTALLING OR USING THE F-SECURE SOFTWARE, CAREFULLY READ THE FOLLOWING LEGAL TERMS (“TERMS”). BY SELECTING THE ACCEPTING OPTION BELOW, OR BY INSTALLING, COPYING OR USING THE SOFTWARE YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AGREE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS, SELECT THE REJECTING OPTION AND DO NOT INSTALL, USE OR COPY THE SOFTWARE.

* These Terms cover any and all F-Secure programs and/or web applications licensed by or made available to you, including related documentation and any update and upgrade of the programs delivered or otherwise made available to you under the purchased license or any related service agreement as defined in the documentation and any copy of these items (together the “Software”). You acknowledge and accept that the Software is subject to specific limitations such as purpose of use and certain technical requirements including but not limited to operating system, storage space or space required by the system.

COMMERCIAL LICENSE

Subject to the payment of applicable license fees and subject to the following terms and conditions, you have been granted a non-exclusive, non-transferable right to use the specified Software for a specified time period as separately agreed between yourself and F-Secure or its distributors. F-Secure and its licensors reserve any and all rights not expressly granted to you.

You may:

- A) install and use the Software only on as many units (typically handheld devices, personal computers, servers or other hardware, jointly referred to as “Device”) as stated in the Software, F-Secure License Certificate, applicable invoice, product packaging or agreement where these Terms have been appended. If the Software and/or its services are shared through a network or the Software is used to filter traffic at servers, firewalls or gateways, you must have a license for either scanning capacity or for the total number of users whom the Software provides services to. In such cases you may install the Software on as many units as needed;
- B) create copies of the Software for installation and backup purposes only; and
- C) extend the number of licenses by purchasing additional licenses.

You may not:

- A) install and use the Software against these Terms, the F-Secure License Certificate or other related documentation;
- B) distribute copies of the Software to a third party, electronically transfer the Software to a computer belonging to a third party, or permit a third party to copy the Software;
- C) modify, adapt, translate, rent, lease, resell, distribute or create derivative works based upon the Software and/or related files (including but not limited to databases, news, descriptions or any other content) or any part thereof;
- D) decompile, reverse engineer, disassemble, or otherwise reduce the Software and/or related files (including but not limited to databases, news, descriptions or any other content) to any human-perceivable form (except to the limited extent permitted under mandatory copyright legislation) as the Software contains or may contain trade secrets of F-Secure and its licensors;
- E) use the documentation for any purpose other than to support your use of the Software;
- F) disclose the license authorization code provided for the program installation (including but not limited to key code, subscription number and registration key) to any third party;
- G) use the Software or any portion thereof to implement any product or service to operate on or in connection with the Software for any other purpose than granted herein; or
- H) where the Software includes an Automatic Update Agent component, use such component to publish, distribute and/or obtain software or content (i) not specifically related to F-Secure products and/or services and (ii) not security-related (or any updates to any such software or content).

Please contact F-Secure directly if you are interested in any other rights to the Software than those granted in these Terms.

EVALUATION LICENSE

An Evaluation License is applicable when you download or install an evaluation version of the Software or you are granted a time limited, non-exclusive and non-transferable license by F-Secure or its distributors for evaluation purposes. The Software is licensed to you for the sole purpose of evaluating the Software and only for a specified evaluation period, which will begin on the date that the Software is first downloaded by or delivered to you. After the specified time period, you must either purchase the Software license from F-Secure or its distributor, or destroy and stop using the Software. If you purchase a license for the Software before the expiration of the evaluation time and register the Software, you have a valid license and you do not need to destroy the Software. F-Secure shall have no obligation to provide support or maintenance services for Evaluation Licenses. For the avoidance of doubt, the Evaluation License is also subject to restrictions set out above as items A-H. F-Secure and its licensors reserve any and all rights not expressly granted to you.

NON-COMMERCIAL LICENSE

A Non-Commercial License is applicable when you download or install a free (other than evaluation) version of Software made available to you by F-Secure or its distributor. Such Software is licensed to you only for a limited period as a non-exclusive, non-transferable license and is intended only as a supplementary tool (not for ongoing content security - or other - purposes). F-Secure reserves the right to discontinue the ability to use this type of Software at any time and is under no obligation to provide support or maintenance services for Non-Commercial Licenses. For the avoidance of doubt, the Non-Commercial License is also subject to restrictions set out above as items A-H. F-Secure and its licensors reserve any and all rights not expressly granted to you.

OPEN SOURCE LICENSES

You acknowledge that certain components of the Software may be covered by so-called “open source” software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without any limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the

software available in source code format ("Open Source Components"). To the extent expressly required by the licenses covering Open Source Components, the terms of such licenses shall apply in lieu of the terms of this Agreement to the respective Open Source Component. To the extent the applicable terms of such licenses prohibit any of the restrictions in these Terms such restrictions will not apply to such respective Open Source Components. Such deviating license terms for Open Source Components are located at the installation directory of the Software or such other place as indicated in the Software.

TITLE

Title, ownership rights, and intellectual property rights in the Software shall remain with F-Secure and/or its licensors. The Software is protected by copyright laws and international copyright and other intellectual property treaties.

LIMITED WARRANTY AND DISCLAIMERS

Limited Warranty on Media. F-Secure warrants the physical media, if any, produced by F-Secure on which the Software is recorded to be free from defects in material and workmanship under normal use for 30 days from the date of delivery. F-Secure does not give any warranties on media if the Software is delivered bundled in or with a third party device. Any implied warranties on the media, including implied warranties of merchantability and fitness for a particular purpose, are limited in duration to 30 days from the date of delivery. F-Secure will, at its option, replace the media or refund the purchase price of the media. F-Secure shall have no responsibility to replace or refund the purchase price of media which is damaged by accident, abuse, or misapplication.

Disclaimer of Warranty on Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. F-SECURE, ITS LICENSORS AND DISTRIBUTORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, AVAILABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. F-Secure, its licensors and distributors do not guarantee the Software or related documentation in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire risk as to the results and performance of the Software and related documentation.

Complete Statement of Warranty. The limited warranty on media provided in the paragraph above is the only warranty of any kind that is made by F-Secure. No oral or written information or advice given by F-Secure, its dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of the foregoing limited warranty, and you may not rely on any such information or advice. Some jurisdictions do not allow the limitation or exclusion of express or implied warranties, so the above exclusion may not apply to you, and you may have other rights, which may vary from jurisdiction to jurisdiction.

Limitation of Liability. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT SHALL F-SECURE, ITS EMPLOYEES, ITS LICENSORS, ITS DISTRIBUTORS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, DEVICE OR APPLICATION FAILURE OR MALFUNCTION OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF F-SECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS OTHERWISE EXPLICITLY STATED IN TERMS RELATED TO SPECIFIC SOFTWARE. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. Nothing contained in these Terms shall prejudice the statutory rights of any party dealing as a consumer. F-Secure is acting also on behalf of its employees, distributors, licensors, suppliers and affiliates for the purpose of disclaiming, excluding, and/or restricting obligations, warranties, and liability as provided in these Terms, but in no other respects and for no other purpose. Some jurisdictions 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 or may apply to you only partially.

Limitation of Liability under German and Austrian Laws. In respect of licenses purchased by consumers residing in Germany or Austria, concerning the limitation of liability the following applies: Concerning claims for damages, claims for compensation of expenses and other liability claims, whether arising in contract, tort, breach of statutory duty or otherwise under this license the following applies: F-Secure, its licensors, its distributors or its suppliers shall be liable without restriction for i) damage caused intentionally or through gross negligence, ii) for claims according to the German/Austrian Product Liability Act and iii) in the case of violating life, body or health. In the event of simple negligence, the following applies: F-Secure, its licensors, its distributors or its suppliers shall only be liable insofar as it has breached an essential contractual obligation (cardinal contractual obligation). This liability shall be restricted to the contractually typical and foreseeable damage in the case of material and pecuniary damages.

EXPORT RESTRICTIONS

1. If the Software or any part thereof is shipped or otherwise distributed to you from the United States of America: You acknowledge that the Software and the maintenance and support services including without limitation technical services and technical data (e.g., manuals, blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications and instructions written or recorded) and any other such technical services and technical data ("the Services") are of U.S. origin for purposes of U.S. export control laws, regulations, administrative acts or Executive Orders, and any amendments thereof, including without limitation the Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder (the "U.S. Export Control Laws"). You agree to comply with all applicable U.S. Export Control Laws and any applicable international laws and regulations that apply to the Software and to the Services, including without limitation the Act as well as end-user, end-use and destination restrictions issued by the U.S. and other governments.

2. If the Software is shipped or otherwise distributed to you from a country other than the United States of America: You agree to comply with the local regulations regarding exporting and/or using cryptographic software.

In all cases, F-Secure will not be liable for any illegal export of its Software or any part thereof and/or use of its cryptographic software by you.

U.S. GOVERNMENT RIGHTS

If this license is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), you acknowledge that the Software and the documentation are "commercial computer software" and respectively "commercial computer software documentation" as those terms are defined for purposes of the Federal Acquisition Regulations (FARs) in the case of procurement by civilian agencies (48 C.F.R. 2.101) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) in the case of procurement by units of the Department of Defense (48 C.F.R. 252.227-7014(a)(1) and (5)). Consistent with 48 C.F.R. 12.212 of FARs and 48 C.F.R. 227.7202

of DFARS and other applicable regulations, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software and documentation by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

HIGH RISK ACTIVITIES

The Software is not fault-tolerant unless expressly stated in product documentation and is not designed, manufactured or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). F-Secure and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

SUBMISSION AND PROCESSING OF DATA AND PERSONAL DATA

YOU ACKNOWLEDGE AND CONSENT THAT TO ENABLE F-SECURE TO PROVIDE YOU WITH THE SERVICES RELATED TO THE SOFTWARE, THE SOFTWARE MAY COLLECT AND SUBMIT DATA RELATING TO SOFTWARE APPLICATIONS, INTERNET, YOUR DEVICE OR USE OF THE ABOVE. THE DATA SO COLLECTED MAY INCLUDE i) SECURITY RELATED DATA, TECHNICAL, STATISTICAL AND ANALYSIS DATA AND OTHER SIMILAR DATA WHICH ARE PROCESSED BY DEFAULT IN A NON PERSONALLY IDENTIFIABLE MANNER AND/OR ii) CONTACT INFORMATION AND OTHER DATA YOU ACTIVELY SUBMIT THROUGH THE SOFTWARE, LICENSE/ DEVICE/ SOFTWARE INFORMATION, INFORMATION DISCLOSED TO SOLVE A SUPPORT ISSUE, INFORMATION ON RELATED SERVICES AND OTHER SIMILAR DATA WHICH ARE PROCESSED BY DEFAULT IN A PERSONALLY IDENTIFIABLE MANNER. MORE DETAILED INFORMATION ON COLLECTED PERSONAL DATA AND PROCESSING THEREOF CAN BE FOUND AT F-SECURE PRIVACY POLICY. ANY TRANSFER OF DATA IS DONE IN A SECURE MANNER. YOU AGREE THAT F-SECURE MAY FURTHER DISCLOSE OR TRANSFER ANY OF THE ABOVE DATA TO ITS AFFILIATES, SUB-CONTRACTORS, DISTRIBUTORS AND PARTNERS AND THAT SUCH PARTIES MAY BE LOCATED IN THE EEA OR OUTSIDE THE EEA. YOU CONSENT AND AGREE TO F-SECURE'S PROCESSING OF DATA AND PERSONAL DATA AS SET OUT ABOVE. To inquire about the processing of identifiable personal data concerning you and correct such data or cancel your consent, the contact information for personal data stored by F-Secure is located at the end of these Terms.

GENERAL

The Software is subject to certain functional restrictions as informed by F-Secure (or by F-Secure's distributor from whom you have acquired this license) from time to time. F-Secure reserves the right to alter these requirements in the context of any updates or upgrades of the Software. You hereby acknowledge and confirm that, prior to registering for the Software, you have checked its suitability for your own requirements.

You are informed and hereby accept that all or part of the Software may be temporarily unavailable / nonoperational for the purpose of repairs, upgrading, maintenance or for reasons beyond F-Secure's reasonable control (force majeure). F-Secure, its licensors or its distributors shall not be held liable for the consequences of such interruptions and shall undertake to restore the availability / operation of the Software as rapidly as reasonably possible, depending on the technical constraints encountered.

F-Secure reserves the right to modify features or functionality of the Software in order to adjust it to changes in the market or regulations, to take into account any subsequent technical constraints or for reasons of providing you with better products or services. Without prejudice to any other rights of termination, your license to the Software will terminate immediately without notice if you are in breach of any of these Terms. You shall not be entitled to a refund from F-Secure or any of its distributors as a result of termination. The Terms concerning restrictions on use shall survive any termination. F-Secure may revise these Terms at any time and the revised Terms shall automatically apply to the corresponding versions of the Software distributed with the revised Terms. If any part of these Terms is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable.

Unless otherwise stated below, these Terms shall be governed under the laws of Finland without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sale of Goods. The courts of Finland shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms. In the case of licenses purchased within or on behalf of licensees residing within the United States or operating under the laws of the United States the governing law of these Terms shall be the laws of the State of California without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sale of Goods. In such cases, the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms shall be of the federal and state courts located in California. In respect of licenses purchased by consumers residing outside Finland or the United States, these Terms may be governed by the mandatory local laws of such jurisdictions. Where F-Secure should elect not to insist upon enforcing its rights in accordance with these Terms, this shall not be interpreted as a waiver of F-Secure's right to enforce the same in the future.

If you have any questions concerning these Terms or the processing of your personal data or if you would like to contact F-Secure for any other reason, please write: F-Secure Corporation, PL24, FI-00181 Helsinki, Finland, e-mail: helsinki@f-secure.com or call: +358 9 2520 0700.

November 2009, F-Secure Corporation

PRODUCT SPECIFIC TERMS AND CONDITIONS

The following product specific terms and conditions apply to you in addition to the above terms and shall form an essential part of the Terms with regard to the hereunder specified types of Software.

BACKUP SOFTWARE

1. You acknowledge having been informed that this Software is made available to you for the purpose of backing up content located on your Device. You acknowledge having been informed that the Software is not an archiving software.
2. After the termination of your license, the content stored by means of the Software may be deleted and can no longer be restored to you.

3. The Software is intended to backup only individual files of certain commonly used personal desktop applications, for example document, photo and video file types. The Software is not intended to be used to backup (i) content from/made available through corporate network services, (ii) programs, (iii) operating systems or (iv) data formats commonly held on servers such as but not limited to databases.
4. Where F-Secure observes that you are using the Software in a manifestly excessive manner, and/or a manner that could jeopardize its use by a third party (e.g. by monopolizing the access bandwidth), F-Secure reserve the right (i) not to renew your license, (ii) limit the Software and/or part thereof available to you and/or (iii) terminate the license. F-Secure shall inform you by e-mail of its exercise of these rights.
5. You shall refrain from saving or attempting to save, by means of the Software, content that is not primarily located and stored on your internal computer hardware (e.g. external storage devices or content stored on an internal and/or external network).
6. Operations are carried out by the Software automatically by default during a determined period depending on related technical constraints and thus no guarantee is provided for specific period of time during which the backup operations may be finalized.
7. YOU SHALL HEREBY ACKNOWLEDGE HAVING BEEN INFORMED THAT THE SOFTWARE IS DESIGNED FOR INDIVIDUAL END USERS. YOU SHALL THEREFORE DESIST FROM MAKING USE OF THE SOFTWARE FOR THE PURPOSE OF SAVING CONTENT REPRESENTING A VALUE GREATER THAN 6 MONTHS' WORTH OF PAYMENT MADE FOR YOUR LICENSE TO THE SOFTWARE.
8. F-SECURE'S OR ITS DISTRIBUTORS LIABILITY FOR ANY DAMAGE RESULTING FROM A PARTIAL OR TOTAL FAILURE OF THE SOFTWARE, INCLUDING THE LOSS OF CONTENT ACTUALLY STORED ON F-SECURE SERVERS OR YOUR DEVICE BY MEANS OF THE SOFTWARE, SHALL BE EXPRESSLY LIMITED TO THE AMOUNT PAID YOUR LICENSE TO THE SOFTWARE FOR THE 6 MONTHS IMMEDIATELY PRECEEDING SUCH FAILURE OF THE SOFTWARE.
9. You alone shall be responsible for the content backed up, transferred or stored through your use of the Software and also otherwise for your use of the Software. You shall indemnify, defend and hold harmless F-Secure, its licensors, distributors, suppliers (collectively the "Indemnitees") against (i) any and all costs, charges, claims, damages, liabilities incurred and/or proceedings taken against any of the Indemnitees, including without limitation outside legal counsel and consultants fees, resulting from illegal conduct and/or violation of rights of third parties, and/or (ii) any damage that you may cause through your use of the Software.
10. In the event that you breach any of the provisions of the Terms, or use the Software's functions for purposes other than backup and restitution of content in accordance with the Terms , or in case of termination of the agreement between F-Secure and the distributor providing you with the Software, F-Secure or its distributor shall have the option to immediately terminate your use of the Software or a respective functionality thereof by means of a simple e-mail, without you being able to seek any damages or other compensation in this respect.

SHARING SOFTWARE

1. You acknowledge having been informed that this Software is made available to you for the purpose of storing and sharing content (i) for which you hold the reproduction and/or communication rights and (ii) which is not illegal under applicable laws. You acknowledge having been informed that the Software is not a backup or archiving software. You shall therefore desist from making use of the Software for the purpose of saving content and release F-Secure and its distributors from all liability in relation with lost or damaged content.
2. After the termination of your license, the content stored or shared by means of the Software may be deleted and can no longer be restored.
3. The Software is intended to be used for storing and sharing only individual files of certain commonly used personal desktop applications, for example document, photo and video file types. The Software is not intended to be used to store or share (i) content from/made available through corporate network services, (ii) programs, (iii) operating systems or (iv) data formats commonly held on servers such as but not limited to databases.
4. In particular, you will refrain from storing or sharing any illegal or infringing content. You specifically agree to strictly abide by the provisions of the applicable copyright laws. 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. You alone shall be responsible for the content stored or shared by using the Software and more generally by your use of the Software. You are informed that F-Secure and its distributors co-operate with appropriate authorities in regards to illegal or infringing content shared or stored by you and F-Secure is entitled to cease or prevent your use of the Software for such activities and remove such content stored on F-Secure's servers. You shall indemnify, defend and hold harmless F-Secure, its licensors, distributors, suppliers (collectively the "Indemnitees") against (i) any and all costs, charges, claims, damages, liabilities incurred and/or

proceedings taken against any of the Indemnitees, including without limitation outside legal counsel and consultants fees, resulting from illegal conduct and/or violation of rights of third parties, and/or (ii) any damage that you may cause through your use of the Software.

5. Where F-Secure observes that you are using the Software in a manifestly excessive manner, and/or a manner that could jeopardize its use by a third party (e.g. by monopolizing the access bandwidth), F-Secure reserve the right (i) not to renew your license, (ii) limit the Software and/or part thereof available to you and/or (iii) terminate the license. F-Secure shall inform you by e-mail of its exercise of these rights.
6. You hereby acknowledge and accept that the Software does not provide protection against viruses. Provision of access to any files shall happen under your own responsibility and at your own risk. You hereby consequently release F-Secure and its distributors from all liability arising directly or indirectly from storing and/or sharing infected files and undertake to inform any guest of yours thereof.
7. You are informed that the access to and transfer of shared or stored content might not be secure against third party intrusion. Therefore you undertake not to use the Software to share or store confidential content. F-Secure or its distributors shall not be held liable in the event of unauthorized access by third parties to the content you share or store through your use of the Software.
8. F-SECURE'S OR ITS DISTRIBUTORS LIABILITY FOR ANY DAMAGE RESULTING FROM A PARTIAL OR TOTAL FAILURE OF THE SOFTWARE, INCLUDING THE LOSS OF CONTENT SHARED OR ACTUALLY STORED ON F-SECURE SERVERS OR YOUR DEVICE BY MEANS OF THE SOFTWARE, SHALL BE EXPRESSLY LIMITED TO THE AMOUNT PAID FOR YOUR LICENSE TO THE SOFTWARE FOR THE 6 MONTHS IMMEDIATELY PRECEEDING SUCH FAILURE OF THE SOFTWARE.
9. In the event that you breach any of the provisions of the Terms, or use the Software's functions for purposes other than sharing and storing content in accordance with the Terms, or in case of termination of the agreement between F-Secure and the distributor providing you with the Software, F-Secure or its distributor shall have the option to immediately terminate your use of the Software or a respective functionality thereof by means of a simple e-mail, without you being able to seek any damages or other compensation in this respect.