

THESE REQUIREMENTS HAVE BEEN INCORPORATED BY REFERENCE INTO, AND FORM AN INTEGRAL PART OF, THE AVG PARTNER AGREEMENT (BUSINESS PRODUCTS) BETWEEN AVG AND COMPANY (THE “AGREEMENT”). Capitalized terms not otherwise defined herein have the meanings ascribed to them by the Agreement.

Personally Identifiable Information Policy

1. Duty to Follow Instructions

Each Party (the “Processing Party”) shall only process Personally Identifiable Information originally provided by the other Party (the “Controlling Party”) in accordance with the Controlling Party’s instructions.

2. Privacy Policy

Each Party shall maintain and abide by a privacy policy which clearly describes how End User Data will be collected and how such collected data will be used, including how any End User can exercise their rights with respect to such End User Data. End User Data, for the purposes of this Personally Identifiable Information Policy, means all Personally Identifiable Information of End Users (or potential End Users), including any personal or identifying information of End Users which is stored, accessed, transmitted or processed by any equipment or software.

3. Control

Each Party agrees that, as between the Parties, it shall be considered the Data Controller for any End User Data which originates from or is gathered by its software. Data Controller, for the purposes of this Personally Identifiable Information Policy, means (as the term is used by the EU Data Protection Directive 95/46/EC) the entity which alone or jointly with others determines the purposes and means of the processing of personal data.

4. Compliance with Applicable Laws

Each Party shall take all necessary steps to comply with applicable privacy and data protection Laws.

5. Confidentiality; Employee Instruction and Training

Each Party shall instruct and train its employees having access to and/or responsibility for processing Personally Identifiable Information of the importance of maintaining the confidentiality of Personally Identifiable Information.

6. Data Security

Each Party shall protect Personally Identifiable Information by employing security safeguards that are appropriate to the sensitivity of the information. Each Party shall employ such appropriate technical and organizational security and physical measures as are appropriate and required by applicable Law to prevent accidental loss, theft or corruption of Personally Identifiable Information, unauthorized or unlawful input or access to Personally Identifiable Information, or unauthorized or unlawful disclosure, recording, copying, alteration, removal, deletion, use, or processing of Personally Identifiable Information. In the event of a security breach or other incident which results in access by an unauthorized party to Personally Identifiable Information stored by the Processing Party, the Processing Party shall provide immediate notice to the Controlling Party of how the incident occurred, what Personally Identifiable Information was compromised, and what steps are being taken to mitigate any damages to the Controlling Party and Data Subjects (as defined below). In such event, the Processing Party shall (at its own cost and expense) work with the Controlling Party to comply with all data breach notification requirements.

7. Transfers of Personally Identifiable Information to Third Parties

The Processing Party shall not appoint Third Parties to perform any of the Processing Party’s obligations under the Agreement in connection with Personally Identifiable Information unless the Processing Party obtains the Controlling Party’s written consent and the Processing Party procures by contract the relevant Third Party’s agreement (for the express benefit of the Controlling Party) to comply with all of the Processing Party’s obligations in this Personally Identifiable Information Policy. Notwithstanding such Third Party agreement, the Processing Party shall remain responsible for all acts and omissions of any such Third Party that processes Personally Identifiable Information on the Processing Party’s behalf. Without limiting the generality of the foregoing, in no event may the Company subcontract the processing of any Personally Identifiable Information which the Company processes on AVG’s behalf, or sell, rent or grant any rights to End User Data without the prior written consent of AVG.

8. Inquiries, Complaints, and Claims

The Processing Party shall (i) promptly notify the Controlling Party of all inquiries, complaints, and claims presented to the Processing Party that relate to the use of Personally Identifiable Information; (ii) co-operate with the Controlling Party,

Governmental Authorities, and the person whose Personally Identifiable Information is disclosed (the “Data Subject”), when responding to inquiries, complaints, and claims relating to the use or processing of Personally Identifiable Information; (iii) refer Data Subjects requesting access to their Personally Identifiable Information to the Controlling Party; (iv) provide the Controlling Party with access to the relevant Personally Identifiable Information and, at the Controlling Party’s request, amend, correct, delete or add Personally Identifiable Information so that it is accurate and complete; and (v) respond to the Controlling Party within a reasonable period of time, in relation to requests made by Data Subjects.

If a complaint by a Data Subject regarding the Processing Party is found to be justified by a relevant Governmental Authority, the Processing Party shall take appropriate measures to resolve such complaint consistent with the Governmental Authority’s requirements.

9. Breach and Deletion

A breach this Personally Identifiable Information Policy by either Party is a material breach of the Agreement by that Party.

Upon expiration or earlier termination of the Agreement, the Processing Party shall immediately delete all Personally Identifiable Information from its systems that was originally provided by the Controlling Party to the Processing Party.

10. Audit

Without prejudice to its obligations pursuant to this Personally Identifiable Information Policy, the Company shall provide such co-operation as AVG reasonably considers necessary to enable AVG to verify Company's compliance with this Personally Identifiable Information Policy from time to time. Such co-operation may include helping AVG to carry out risk assessments of the Company's data processing operations, in particular providing information about, and permitting AVG to inspect, those operations.