

Malwarebytes' Anti-Malware Technician's End User License Agreement

Subject to the restrictions below, you may use the Malwarebytes' Technicians Software for any legitimate, including corporate purpose.

Specifically, a single technician's license entitles a single technician to use the software for a one year subscription period on an unlimited number of computers, provided the software is not used on more than one system at the same time and only used while in the "Technician Present Mode"*. Once the software is permanently installed on a system, it may not be used on other systems without purchasing additional licenses. The technician license is, as opposed to the single-license, contracted to a single technician within the company and not to a system.

*Technician Present Mode:

In the technician present mode the software is to be installed directly with the provided installation mechanisms. No external programs or Scripts are used, which makes an automated and unattended installation by command line possible is supported.

The software is to be used exclusively on a local system. The use on a remote system is only allowed if there is access to the given system by remote maintenance software (e.g. Microsoft Remote Desktop, Dameware, VNC, Teamviewer, etc). Use on remote systems by command line and the automatic execution of operations in an unattended mode are not permitted.

In addition, we simply require that you agree to the following:

1. Not to remove any copyright or other notices from the Software.
2. That you are not allowed to combine or distribute the Software with other software that is licensed under terms that seek to require that the Software (or any intellectual property in it) be provided in source code form, licensed to others to allow the creation or distribution of derivative works, or distributed without charge.
3. That if you distribute the Software in source code form you do so only under this license (i.e. you must include a complete copy of this license with your distribution), and if you distribute the Software solely in object form you only do so under a license that complies with this license.
4. That you will (a) not use Malwarebytes' name, logo, or trademarks in association with distribution of the Software or derivative works unless otherwise permitted in writing; (b) display your own valid copyright notice which must be sufficient to protect Malwarebytes' copyright in the Software; and (c) indemnify, hold harmless, and defend Malwarebytes from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your modifications to the Software and any additional software you distribute along with the Software.

5. That if you have modified the Software or created derivative works, and you distribute such modifications or derivative works, you will cause the modified files to carry prominent notices so that recipients know that they are not receiving the original Software. Such notices must state: (a) that you have changed the Software; and (b) the date of any changes

6. That the Software comes "as is", with no warranties. None whatsoever. This means no express, implied or statutory warranty, including without limitation, warranties of merchantability or fitness for a particular purpose or any warranty of title or non-infringement. Also, you must pass this disclaimer on whenever you distribute the Software or derivative works.

7. That neither Malwarebytes nor its suppliers will be liable for any of those types of damages known as indirect, special, consequential, or incidental related to the Software or this license, to the maximum extent the law permits, no matter what legal theory it's based on. Also, you must pass this limitation of liability on whenever you distribute the Software or derivative works.

8. That if you sue anyone over patents that you think may apply to the Software for a person's use of the Software, your license to the Software ends automatically.

9. That the patent rights, if any, granted in this license only apply to the Software, not to any derivative works you make.

10. That the Software is subject to U.S. export jurisdiction at the time it is licensed to you, and it may be subject to additional export or import laws in other places. You agree to comply with all such laws and regulations that may apply to the Software after delivery of the software to you.

11. That if you are an agency of the U.S. Government, (i) Software provided pursuant to a solicitation issued on or after December 1, 1995, is provided with the commercial license rights set forth in this license, and (ii) Software provided pursuant to a solicitation issued prior to December 1, 1995, is provided with "Restricted Rights" as set forth in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.

12. That your rights under this license end automatically if you breach it in any way.

13. That this license contains the only rights associated with the Software and Malwarebytes reserves all rights not expressly granted to you in this license.

14. That you have read and understood the aforementioned terms and conditions for use of the Malwarebytes product.

You are advised by Malwarebytes to print this document.