

## **SETTLEMENT AGREEMENT**

*DiLorenzo v. Bitdefender Inc., et al.*  
San Diego County Superior Court  
Case No. 37-2019-00066655-CU-BT-CTL

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between Yolanda DiLorenzo (“DiLorenzo” or “Plaintiff”), on the one hand, on behalf of herself and all other individuals who are members of the Class as defined in Section III below, and defendants Bitdefender Inc. (“Bitdefender”), Avangate, Inc. (“Avangate”), and their direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, and affiliates, agents, employees, representatives, officers, directors, predecessors, and successors in interest of any of the foregoing (collectively, “Defendants”), on the other hand. For avoidance of doubt, the definition of Defendants includes Bitdefender S.R.L. and Avangate B.V. Each of the foregoing is a “Party” (collectively, the “Parties”).

### **I. RECITALS**

A. On December 16, 2019, Plaintiff filed a complaint in the Superior Court of the State of California, County of San Diego, entitled *DiLorenzo v. Bitdefender Inc., et al.*, Case No. 37-2019-00066655-CU-BT-CTL (the “Action”). (ROA #1.) The Action alleges that Defendants enrolled Plaintiff and other Class Members in automatic renewal or continuous service subscriptions without first presenting the consumer with the automatic renewal or continuous service offer terms in a clear and conspicuous manner; charged the consumer’s credit card, debit card, or third-party payment account without first obtaining the consumer’s affirmative consent to an agreement containing clear and conspicuous disclosure of the automatic renewal or continuous service offer terms; and failed to provide the consumer with an acknowledgment that included clear and conspicuous disclosure of

the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel. The Action seeks both monetary and injunctive relief.

B. Soon after Complaint was filed, the Parties began to discuss whether an early mediation might be productive for this case. In furtherance of those discussions, the Parties stipulated to extend the time for Defendants to respond to the Complaint. (ROA #17.) On February 3, 2020, the Court entered an order extending the response deadline to March 4, 2020. (ROA #18.) After the Parties scheduled a mediation to take place in May 2020, the Court entered an order extending the response deadline to June 5, 2020. (ROA #20.)

C. Due to the COVID-19 pandemic, the San Diego Superior Court was closed for most non-emergency services from March 17, 2020 through May 22, 2020, and the Parties agreed to continue the mediation to July 2020. To accommodate that change in schedule, on May 28, 2020, the Court entered an order extending the response deadline to August 4, 2020, and continuing the Case Management Conference to October 16, 2020. (ROA #22.) During this time, the Parties exchanged information in preparation for the mediation.

D. A full-day mediation was conducted on July 14, 2020 before the Honorable Jay C. Gandhi (Ret.), a retired magistrate judge of the United States District Court for the Central District of California, now associated with JAMS. The Parties were able to reach a settlement on the terms set forth in this Agreement.

E. This Agreement represents a compromise of disputed claims. Defendants deny any and all allegations of liability, fault, or wrongdoing and deny that any claims alleged in the Action are suitable for class certification other than for purposes of this Settlement. The Parties have entered into the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

## II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. The Settlement will become final and effective upon the occurrence of all of the following events:

1. The San Diego County Superior Court (the “Court”) enters an order preliminarily approving the Settlement and conditionally certifying the Class as defined in Section III. The date the Court enters an order granting preliminary approval of the Settlement will be referred to as the “Preliminary Approval Date.”

2. The Court enters an order and judgment granting final approval of the Settlement. The date the Court enters the judgment will be referred to as the “Judgment Entry Date.”

3. The Effective Date occurs. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member, as defined in Section III.A., files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval

of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. Class Counsel will have the right to appeal any award of attorneys' fees, litigation expenses, or a service payment, but any such appeal, if taken, will not otherwise affect the binding nature of the Settlement, including the release of claims set forth in Section IX below. In the event of any such appeal of attorneys' fees, litigation expenses, or a service payment, the Parties will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

D. If the Effective Date does not occur because the Superior Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if the Settlement is terminated by agreement of the Parties, or if for other reasons it becomes certain that the Effective Date cannot occur: (1) this Agreement will be void *ab initio* and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) the First Amended Complaint filed pursuant to this Agreement shall be stricken; and (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to Defendants.

### III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to class certification of the following Class (the members of which are referred to as the "Class Members"):

All individuals in California who, between December 16, 2015 and September 16, 2020, purchased software or another product from Defendants and to whom Defendants made an automatic renewal offer or continuous service offer. Excluded from the Class are all employees of Defendants, all employees of Plaintiff's counsel, and the judicial officers to whom this case is assigned.

B. Solely for the purpose of effectuating the Settlement, the Parties stipulate to the filing of a First Amended Complaint which identifies Bitdefender S.R.L. and Avangate B.V. as

Defendants and sets forth the foregoing definition of the Class. As part of the motion for preliminary approval, the Parties will request that the Court grant leave for the filing of the First Amended Complaint.

C. The Parties will request that the Defendants shall be deemed to have denied all material allegations of the First Amended Complaint without the necessity of Defendants filing an answer to the First Amended Complaint. If the Settlement is not granted final approval by the Court, the Parties stipulate and agree that (a) the First Amended Complaint shall be stricken and (b) the Parties will return to the *status quo ante* as if no Settlement had been entered into. Moreover, if the Settlement is not granted final approval by the Court, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of this Agreement, and shall not be deemed to have waived any substantive or procedural rights of any kind.

D. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firm of Dostart Hannink & Coveney LLP will be appointed as counsel for the Class (“Class Counsel”).

E. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties stipulate that DiLorenzo will be appointed as Class Representative.

F. Subject to the Parties’ right to jointly propose a different service provider, and subject to Court approval, the Parties agree that CPT Group, Inc. will be the Settlement Administrator. The Settlement Administrator will be responsible for: disseminating the mailed Summary Class Notice as described in this Agreement; establishing and maintaining the Settlement Website; researching and updating addresses through skip-traces and similar means, if and to the extent necessary; receiving and validating claims, as described in this Agreement; preparing a declaration regarding its due diligence; mailing settlement checks to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

G. Plaintiff shall submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of class notice (proposed forms for the emailed Summary Notice, the mailed Summary Notice, the Long Form Notice, and the paper Claim Form are attached hereto as Exhibits A, B, C, and D, respectively). The preliminary approval motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees, reimbursement of litigation expenses, and any class representative service payment, should be finally approved as fair, reasonable, and adequate as to the Class.

#### IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The total gross monetary consideration to be paid by Defendants is Nine Hundred Twenty-Five Thousand Dollars (\$925,000) (the "Settlement Amount"). Defendants will pay the entire Settlement Amount to the Settlement Administrator by wire transfer no later than twenty-one (21) days following the Preliminary Approval Date. The Settlement Administrator shall hold said funds in an interest-bearing account ("Settlement Fund"), to be distributed only as set forth in this Agreement. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund shall be returned to Defendants. Under no circumstances shall Defendants be obligated to pay any monetary amount pursuant to this Settlement in excess of the Settlement Amount.

B. As provided in Sections V, VI, VII, and VIII below, the Settlement Amount will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payment awarded by the Court to the Class Representative, fees and expenses of the Settlement Administrator (including class notice), and the settlement payments to Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining funds will be paid to one or more *cy pres* recipient(s) mutually proposed by the Parties and approved

by the Court, unless the Court orders otherwise. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendants.

C. Injunctive Relief and Change of Business Practices. Defendants agree to make any changes to their sales-offer materials and practices that may be necessary to ensure substantial compliance with California law. If California law (whether statutory or controlling case law) concerning automatic renewal or continuous service arrangements changes in the future so as to impose different requirements, Defendants will be free to conform their practices to then-established law. Because this Settlement is a compromise of disputed allegations and claims, Defendants' agreement to this Section IV.C. is expressly for the purposes of settlement, is not an admission of wrongdoing, fault, or liability, and is not an admission or acknowledgement that any of Defendants' sales-offer materials or practices heretofore have not been in compliance with law.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to thirty-eight percent (38%) of the Settlement Amount, plus actual litigation expenses not to exceed \$30,000 incurred in connection with the Action. Defendants will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court.

VI. SERVICE PAYMENT

Class Counsel will file a motion requesting a service payment to DiLorenzo not to exceed \$10,000. Defendants will take no position regarding this request, provided the request made to the Court is consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payment awarded by the Court.

## VII. SETTLEMENT ADMINISTRATION

A. Defendants will provide on or before October 30, 2020, to Class Counsel an anonymized database (the “Database”) reflecting Class Member transactions from December 16, 2015 to and including September 16, 2020, which includes a unique alphanumeric identification number for each Settlement Class Member together with corresponding transaction details. Class Counsel is authorized to provide the Database to the Settlement Administrator for use in connection with settlement administration. The Database is designated as Confidential and shall be used only for purposes of this settlement.

B. The class notice will consist of a Summary Class Notice (an email version of which is attached hereto as Exhibit A, and a mailed version of which is attached hereto as Exhibit B), and a Long Form Notice (attached hereto as Exhibit C). The Long Form Notice will be posted on a Settlement Website maintained by the Settlement Administrator.

C. No later than seven (7) days following the Preliminary Approval Date, for any Settlement Class Members with respect to whom Defendants’ records do not reflect an email address, Bitdefender shall provide the Settlement Administrator with the name and last known home or delivery address reflected in Bitdefender’s records.

D. No later than twenty-eight (28) days following the Preliminary Approval Date, Bitdefender will disseminate the Summary Class Notice via email to the last-known email addresses of Settlement Class Members, at Bitdefender’s expense. The emailed Summary Class Notice will include a link to the Settlement Website (discussed below) or other suitable methodology to enable an email recipient to submit a Claim electronically. No later than twenty-eight (28) days following the Preliminary Approval Date, for those Settlement Class Members with respect to whom Defendants’ records do not reflect an email address (if any), the Settlement Administrator, at the expense of the Settlement Fund, shall cause the Summary Class Notice to be sent via U.S. Mail, first

class and postage prepaid, to the last-known home or delivery address provided by Bitdefender. Prior to such mailing, the Settlement Administrator will run the Class Members' last-known addresses through the U.S. Postal Service's National Change of Address ("NCOA") database and update the Database as appropriate. The date on which the Summary Class Notice is disseminated to Class Members by email and U.S. Mail is referred to as the "Notice Date." For any Settlement Class Members for whom an emailed notice is "bounced back" so as to indicate that the email address is no longer valid, within seven (7) days after dissemination of the email, Bitdefender shall provide the Settlement Administrator with the name and last known home or delivery address reflected in Bitdefender's records, and the Settlement Administrator, at the expense of the Settlement Fund, shall cause the Summary Class Notice to be sent via U.S. Mail, first class and postage prepaid (following an address update through the NCOA). If a mailed notice is returned as undeliverable, within seven (7) days thereafter, the Settlement Administrator will conduct a skip-trace to attempt to identify a new address for that individual, and if a new address is identified, will re-mail the Summary Class Notice to such new address.

E. For Settlement Class Members with a valid email address, Bitdefender will send at least two follow-up reminder emails within twenty-one (21) days after the initial dissemination of class notice. Following initial dissemination of notice by email and mail, Bitdefender shall provide weekly updates to Class Counsel identifying: (a) the number of Settlement Class Members whose emailed notice "bounced back" and (b) the number of Settlement Class Members whose emailed notice did not "bounce back."

F. For a period of twenty-one (21) days following the Notice Date, if any mailed Summary Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will perform a skip-trace and/or other customary address search in an attempt to locate a valid address, and if a new address is obtained, will re-mail the Summary Class Notice to

that address. The Settlement Administrator shall provide to Class Counsel and Defendants weekly updates identifying (a) the number of Settlement Class Members to whom notice was sent via U.S. Mail, (b) the number of individuals to whom notice sent via U.S. Mail was returned as undeliverable, (c) the number of individuals to whom notices were re-mailed, and (d) the number of individuals for whom a mailed notice was returned a second time.

G. No later than the Notice Date, the Settlement Administrator will establish a Settlement Website on which it will make available the First Amended Complaint, the Settlement Agreement, the order granting preliminary approval of the Settlement, the Summary Class Notice, the Long Form Class Notice, the Claim Form (in a format that may be printed), and any other materials agreed to by the Parties. The Settlement Website will include a mechanism by which individuals who receive an emailed Summary Class Notice or a mailed Summary Class Notice may submit a Claim electronically via the Settlement Website.

H. If any individual contacts the Settlement Administrator to request a claim form, the Settlement Administrator will provide that person with a Claim Form substantially in the form of Exhibit D hereto.

I. The date that is forty-five (45) days after the Notice Date shall be referred to as the “Claim/Exclusion/Objection Deadline.”

J. In order to receive a share of the Settlement Amount, Class Members must file a timely Claim, either electronically via the Settlement Website or a paper Claim Form, and that Claim must be validated by the Settlement Administrator.

1. Completed Claims that are timely submitted with an identification number that corresponds to an identification number in the Database shall be deemed valid.

2. If the Settlement Administrator receives any Claim that does not include an identification number that corresponds to an identification number in the Database, the Settlement

Administrator will provide the claimant's name, address, and email address to Bitdefender, and Bitdefender will conduct a reasonable search of its business records to determine whether the claimant is a member of the Class, as defined in Section III.A., and will notify the Settlement Administrator. Completed Claims that are timely submitted by individuals who are members of the Settlement Class shall be deemed valid.

K. To be timely, the Claim must be returned to the Settlement Administrator no later than forty-five (45) days following the Notice Date. If the Claim is returned via the Settlement Website, the date of return will be the date of submission through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the date of postmark. If the Claim is returned by personal delivery or email, the date of return will be the date the Claim is received by the Settlement Administrator.

L. Class Counsel in their discretion may direct the Settlement Administrator to treat as timely a Claim received by the Settlement Administrator after the Claim/Objection/Exclusion Deadline and before the final approval hearing.

M. In the event multiple or conflicting claims are submitted with respect to the same name or transaction, then subject to any order the Court may make, the Settlement Administrator shall have authority to resolve the issue as between the claimants.

N. Unless otherwise ordered by the Court, the Settlement Administrator's decision regarding the validity of any Claim will be final and not subject to review or appeal.

O. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator as provided in this section. The request for exclusion must be in writing, must list the Class Member's name, mailing address, and telephone number, along with the statement "I wish to be excluded from the *DiLorenzo v. Bitdefender Inc.*, et

*al.* Settlement.” To be timely, the request for exclusion must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the request for exclusion is returned by U.S. Mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Upon receipt of a request for exclusion, the Settlement Administrator will provide the person’s name, address, and email address to Bitdefender, and Bitdefender will conduct a reasonable search of its business records to determine whether the person is a member of the Class, as defined in Section III.A., and will notify the Settlement Administrator. Those Class Members who submit timely requests for exclusion will be referred to as Excluded Class Members. Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: CPT Group, 50 Corporate Park, Irvine, California 92606; email: \_\_\_\_\_.

P. Any Class Member who wishes to object to the Settlement must file a written objection with the Court and serve copies of the objection on Class Counsel, Defendants’ counsel, and the Settlement Administrator, no later than the Claim/Exclusion/Objection Deadline. The written objection must set forth the name of the lawsuit (*DiLorenzo v. Bitdefender Inc., et al.*, Case No. 37-2019-00066655-CU-BT-CTL), the Class Member’s name, address, and telephone number, and the following statement: “I declare under penalty of perjury that, to the best of my knowledge, between December 16, 2015 and September 16, 2020, I purchased software or another product from Defendants in response to an automatic renewal offer or continuous service offer, and I wish to object to the Settlement.” The written objection must also state the factual and legal basis for the objection, must attach any documents that the objecting Class Member wishes for the Court to consider, and must identify any lawyer who assisted, provided advice, or represents the objecting

Class Member with respect to the Lawsuit or such objection. The objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at CPT Group, 50 Corporate Park, Irvine, California 92606; (2) to Bitdefender's counsel, Oleg Elkhunovich, Susman Godfrey L.L.P., 1900 Avenue of the Stars, Suite 1400, Los Angeles, California 90067; (3) to Avangate's counsel, Chad Fuller, Troutman Sanders, 11682 El Camino Real, Suite 400, San Diego, California 92130; and (4) to Class Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite 530, La Jolla, California 92037. Upon receipt of an objection, Bitdefender will conduct a reasonable search of its business records to determine whether the objector is a member of the Class, as defined in Section III.A., and will notify Class Counsel and the Settlement Administrator. Class Counsel and Defendants will respond to any written objections, as appropriate, either in briefs filed in advance of the final approval hearing or at the final approval hearing.

Q. Class Members who submit timely Claims that are validated by the Settlement Administrator are referred to as the "Participating Class Members." Only Participating Class Members will receive settlement payments under the Settlement, in accordance with Section VIII, below.

R. Following the Claim/Exclusion/Objection Deadline, Bitdefender shall cooperate with Class Counsel with respect to the preparation of a declaration regarding dissemination of class notice and other steps regarding settlement administration, to be filed in support of a motion for final approval.

S. No later than ten (10) court days following the Claim/Exclusion/Objection Deadline, the Settlement Administrator will make available to Class Counsel and Defendants' counsel a written report listing the name and contact information of each Participating Class Member, each Excluded Class Member, and any Class Member who has objected to the Settlement.

## VIII. SETTLEMENT PAYMENTS

A. Each Participating Class Member will receive a pro-rata portion of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount (plus any accrued interest thereon) reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, a service payment to the Class Representative, and all expenses of settlement administration (including expenses previously incurred and the Settlement Administrator’s good faith estimate of future expenses to be incurred). The pro-rata share of each Participating Class Member shall be computed by dividing the Net Settlement Amount by the number of Participating Class Members. There will be no cap on the settlement payment that a Class Member may receive.

B. As soon as practicable after the Effective Date, the Settlement Administrator will mail to each Participating Class Member a check representing that person’s settlement payment. The Settlement Administrator will indicate on the check stub that the Participating Class Member should consult his or her tax advisor regarding the tax consequences of the settlement payment. In the event any check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or perform a skip trace to attempt to locate a current address and re-mail the check. Any check that is not cashed within one hundred and twenty (120) days of its mailing by the Settlement Administrator will be void. Any portion of the Settlement Amount, including any accrued interest, that remains unpaid at the end of one hundred and twenty (120) days will be paid to one or more *cy pres* recipient(s) mutually proposed by the Parties and approved by the Court, unless the Court orders otherwise.

## IX. RELEASE OF CLAIMS

A. Following the Effective Date and provided that Defendants have paid the full Settlement Amount, DiLorenzo and all Class Members who have not timely requested exclusion from the Settlement, as well as their respective assigns, executors, administrators, successors, and

agents, shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, “Released Parties” means Bitdefender Inc., Avangate, Inc., and their direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, and affiliates, agents, employees, representatives, officers, directors, predecessors, and successors in interest of any of the foregoing, including Bitdefender S.R.L. and Avangate B.V. For purposes of this paragraph, “Released Claims” means any and all claims, complaints, demands, damages, debts, liabilities, actions, proceedings, remedies, causes of actions or suits, known or unknown, of whatever kind or nature, including but not limited to whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, asserted or not asserted, arising out of or related to the allegations in the Complaint or First Amended Complaint, including but not limited to the claims arising out of or related to the allegations in the Complaint or First Amended Complaint that have been asserted or could have been asserted in the Complaint or First Amended Complaint.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims, which Defendants deny with respect to all allegations of liability, fault, or wrongdoing. Nothing in this Agreement constitutes an admission by any Party as to the validity of any claim or defense asserted in the action as to the merits or the propriety of class certification of any claims, other than for purposes of settlement.

B. This Agreement may be modified only by a writing signed by the Parties.

C. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties

agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. The Parties represent and warrant that they have not assigned or transferred in any manner, including by way of subrogation or operation of law or otherwise, any claims, suits, actions, causes of action, demands, liabilities, duties, obligations, rights, damages, benefits, costs, awards, loss of service, expenses and/or compensation released by such party herein.

F. Each Party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other Party hereto, directly or indirectly relating in any way to the matters settled and released hereby, and each Party further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

G. The Parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out.

H. The Parties have been represented by independent counsel of their own choice, and the settlement and releases referred to herein are an arm's length transaction.

I. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Bitdefender Inc., Avangate, Inc., Bitdefender S.R.L., and Avangate B.V. each warrant that they have obtained all necessary authorizations under their organizational documents and under law to make this Agreement binding on the entities.

J. The Parties agree that this Agreement, and any and all disputes that arise from or in any way relate to this Agreement, will be governed and interpreted and enforced in accordance with the laws of the State of California, but without regard to its law concerning conflict of laws.

K. This Agreement may be executed in counterparts.

L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to the Action.

M. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: 10/29/2020 \_\_\_\_\_

DocuSigned by:  
  
251270FBE4C44AA...  
YOLANDA DILORENZO

Dated: \_\_\_\_\_

BITDEFENDER INC.

\_\_\_\_\_  
Name: Talpeș, Florin  
Title: Chief Executive Officer

I. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Bitdefender Inc., Avangate, Inc., Bitdefender S.R.L., and Avangate B.V. each warrant that they have obtained all necessary authorizations under their organizational documents and under law to make this Agreement binding on the entities.

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L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to the Action.

M. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

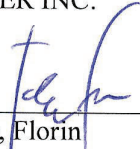
IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: \_\_\_\_\_

\_\_\_\_\_  
YOLANDA DILORENZO

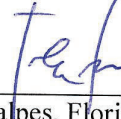
Dated: 10/30/2020

\_\_\_\_\_  
BITDEFENDER INC.

  
\_\_\_\_\_  
Name: Talpeș, Florin  
Title: Chief Executive Officer

Dated: 10/30/2020

BITDEFENDER S.R.L.



Name: Talpeș, Florin

Title: Chief Executive Officer

Dated: \_\_\_\_\_

AVANGATE, INC.

Name: Vikram Varma

Title: Director

Dated: \_\_\_\_\_

AVANGATE, B.V.

Name: Eugen Marinescu

Title: Director



Dated: \_\_\_\_\_

BITDEFENDER S.R.L.

\_\_\_\_\_  
Name: Talpeș, Florin

Title: Chief Executive Officer

Dated: October 30, 2020

AVANGATE, INC.

DocuSigned by:



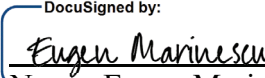
\_\_\_\_\_  
Name: Vikram Varma

Title: Director

Dated: octombrie 30, 2020

AVANGATE, B.V.

DocuSigned by:



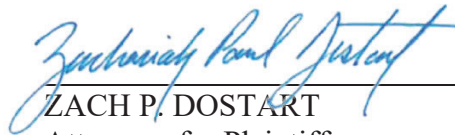
\_\_\_\_\_  
Name: Eugen Marinescu

Title: Director

**APPROVED AS TO FORM:**

Dated: October 29, 2020

DOSTART HANNINK & COVENEY LLP

  
\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiff

Dated: October \_\_, 2020

SUSMAN GODFREY L.L.P.

\_\_\_\_\_  
OLEG ELKHUNOVICH  
Attorneys for Defendant Bitdefender Inc.

Dated: October \_\_, 2020

TROUTMAN SANDERS LLP

\_\_\_\_\_  
CHAD FULLER  
Attorneys for Defendant Avangate, Inc.

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**APPROVED AS TO FORM:**

Dated: October \_\_, 2020

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