

KASPERSKY THREAT INTELLIGENCE AGREEMENT

Last Updated: April 1, 2025

AGREEMENT STRUCTURE

The Agreement is made up of the following parts:

1. General Terms of Use of Kaspersky Threat Intelligence Portal, which specifies general terms and conditions and parties' obligations, applicable for Kaspersky Threat Intelligence Portal; and where applicable,
2. [Product\(s\) T&C](#), which specifies terms and conditions and parties' obligations, applicable for the particular Product and/or Services, purchased by Customer or Partner or using in a trial mode.

In the event of any conflict between any of the documents that make up the Agreement, they shall be applied as set out in these clauses 1-2 with ascending order of precedence.

ACCEPTANCE OF AGREEMENT

This Agreement ("Agreement") applies to Kaspersky Threat Intelligence Portal ("Kaspersky TIP") and, where applicable, to all products and services ("Products and Services") provided by Kaspersky TIP.

This Agreement is legally binding and govern Customer's and Partner's use of Kaspersky TIP, Products and Services, accordingly Kaspersky advises to read them carefully.

By purchasing and/or using Kaspersky TIP, Products and Services, and/or clicking the appropriate buttons if required by Kaspersky (which to the maximum extent permitted under applicable law shall be deemed conclusive approval thereof), Customer or Partner accepts the terms of this Agreement, and ensures that all its persons, who are involved in its purchasing, acceptance and use are aware of the terms of this Agreement.

If You are accepting the terms of this Agreement on behalf of Customer or Partner, You represent and warrant that (i) You have full legal authority to bind Customer or Partner to the terms of the Agreement accordingly; (ii) You have read and understand the Agreement; (iii) You agree, on behalf of Customer or Partner accordingly, to the terms of this Agreement.

To the extent the separate agreement between Kaspersky and Customer or Partner conflicts with any provisions of this Agreement, such separate agreement shall prevail.

PLEASE DO NOT USE KASPERSKY TIP, PRODUCTS AND SERVICES, IF YOU DO NOT AGREE WITH THE CONDITIONS DESCRIBED IN THIS AGREEMENT.

GENERAL TERMS OF USE of Kaspersky Threat Intelligence Portal

1. DEFINITION

"Affiliate" - any entity that controls, is controlled by, or is under common control with the Customer, including its subsidiaries. For the purpose of this definition, the term of "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies on an entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute "control" of the entity. For the sake of clarity, with respect to Customer, Affiliate includes foundations whose members (or half or more than half of the members) are Affiliates of Customer;

“Business Day” - every official work day of a week or working day as per the official calendars of Kaspersky effective on the territory of the Products and Services delivery, and do not include public holidays and weekends;

“Certificate” - a document, furnished by Kaspersky after the relevant Order is placed, that contains order details, Product’s name, related limitations, an activation code or credentials, and Subscription Period;

“Computer system(s)” - combination of hardware(s), including personal computers, laptops, workstations, servers, or other electronic devices, and operating system(s) (including system virtual machines) for which the Software, and/or any Product(s) and Service(s) were designed where the Software and/or Product(s) and Service(s) will be installed and/or used;

“Confidential Information” - (i) pricing or other information concerning Products and Services of Kaspersky; (ii) trade secrets and other intellectual property rights of Kaspersky or Customer; (iii) any business, marketing or technical information disclosed by Kaspersky, or Customer or Partner in the course of the performance of this Agreement;

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

“Customer”, “MP Partner” - the organization, stated in the Order for which Kaspersky TIP, Products and Services are used, downloaded or installed and it is represented hereby that such organization has authorized the User accepting this Agreement to do so on its behalf. For purposes hereof the term “organization”, without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority;

“Data Protection Agreement” – the applicable Data Protection Agreement for EU Customer available at: [Kaspersky TIP Data Protection Agreement](#) or otherwise agreed in written by the Parties;

“Data Subject” - a natural person which personal data may be processed by providing of Kaspersky TIP, Products and Services, including a representative of the Customer, contractor, employee, client of the Customer, or other persons, in respect of whom data is transmitted and processed in the context of the Customer’s or MP Partner’s activities, including data which may represent personal data under the laws of certain countries;

“Demo” or “Demo use” –the format of Kaspersky TIP, Products and Services use, that is available on a royalty-free basis during Your access to Kaspersky TIP;

“Direct agreement” – a separate agreement that may be entered into between Customer or Partner and Kaspersky;

“Effective Date” – (i) a start date of a trial use; or (ii) a date of the Order for the Products and Services, or (iii) a date of the Direct Agreement;

“End-User(s)” – MP Partner’s client(s), who is the ultimate consumer of the MP Partner products and services;

“Extended Features” - the additional functionality of Kaspersky TIP, as available at the time of Your access, provided by Kaspersky during the Period, as set forth in the Agreement, including, but not limited: Home page, Roadmap, News, Managing Accounts, Notifications, Tools downloading, etc.;

“Intellectual Property” - owned by or licensed to Kaspersky including without limitation patents, trademarks, products and services marks, trade names, rights in designs, copyrights, trade secrets, whether or not registered and including applications for any such right, matter, or thing or registration thereof subsisting in respect of Kaspersky TIP, Products and Services;

“Kaspersky” – a legal Kaspersky entity, named in the corresponding Proposal, Order or in the related Direct agreement;

“Kaspersky Threat Intelligence Portal” or **“Kaspersky TIP”** – a web-based portal, provides reliable, immediate intelligence about cyber-threats, legitimate objects, their interconnections and indicators, enriched with actionable context;

“Managed Service Provider”, “Managed Security Service Provider” or **“MP Partner”** – any Partner of Kaspersky, that provides to End-User(s) its own products and services based on Kaspersky TIP, Products and Services;

“Order” – Customer or MP Partner purchase order, or order of a trial use of Kaspersky TIP, Products and Services, placed within Kaspersky ordering system or otherwise issued by Kaspersky;

“Partner” – any corresponding authorized partner of Kaspersky;

“Party” – Customer, MP Partner or Kaspersky, as applicable;

“Personal data” – any information relating to an identified or identifiable natural person, or Data Subject; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Pilot project” – the format of a trial use of Kaspersky TIP, Products and Services, aimed to provide Customer or Partner with extended support of Kaspersky team;

“Processor” – a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller;

“Product Terms and Conditions” or **“Product T&C”** – the document, that describes the additional terms for specific Products and Services, purchased by Customer or Partner, or used in the trial mode;

“Products and Services” – products and services, provided by Kaspersky via Kaspersky TIP, as set out in the Agreement and/or Direct Agreement;

“Technical Commercial Proposal” or **“Proposal”** – written proposal of Kaspersky to provide access to Kaspersky TIP, Products and Service to Customer, its description, options, conditions of use and prices;

“Trial use” – a time-limited and/or functionality limited (as available) use of Kaspersky TIP, Products and Services aimed for evaluating possible outcomes and advantages with the intention of further purchasing a commercial license. Trial use is provided by Kaspersky in different formats, including but not limited to Trial use and Pilot project;

“Update(s)” – all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions, or maintenance packs made by Kaspersky to improve Kaspersky TIP, Products and Services;

“User Manual” – user manual, administrator guide, reference book, and related explanatory or other materials, provided by Kaspersky;

“Rightholder” (owner of all rights, whether exclusive or otherwise to Kaspersky TIP, Products and Services) – AO Kaspersky Lab, a company incorporated according to the law of the Russian Federation;

“Software” – software including any Updates and related materials;

“Subscription Period” or **“Period”** – a period starting from the Effective date till expiration date, stated in the Certificate or in any other documentation, shared by Kaspersky (including via email);

“User” or **“You”** – a person, acting on behalf of Customer or Partner, and authorized to use Kaspersky TIP, Products and Services directly;

“Your requests” – including but not limited to any files, any words and/or symbols, or any other objects, that You submit for analysis by Kaspersky TIP, Products and Services, and then derive through their use of Kaspersky TIP, Products and Services.

2. GENERAL

- 2.1. License.** Kaspersky grants Customer or MP Partner a non-exclusive, non-transferable commercial license to store, load, install, use Kaspersky TIP, Products and Services within the scope of the functionality described in the [Online Help](#) solely for Customer's internal business purposes, in accordance with the Order, this Agreement, and Customer accepts this License.
- 2.2. MP License.** Kaspersky hereby grants MP Partner a non-exclusive, non-refundable, non-transferable, limited, revocable license during the Period to:
- install, integrate, execute, reproduce, display, copy for archival purposes, transmit internally, use Kaspersky TIP, Products and Services and its components on the MP Partner's server/computer system(s) for the purpose of creating, maintaining, providing and supporting MP Partner products and services;
 - provide End-User(s) with access and the right to use Kaspersky TIP, Products and Services solely as part of MP Partner products and services managed by MP Partner in accordance with the Order, conditions of Trial use, and this Agreement;
 - permit End-User(s) to access and use Kaspersky TIP, Products and Services solely as a part of MP Partner products and services subject to the terms of a MP Partner End-User Agreements. MP Partner End-user agreement means an agreement that must be executed between MP Partner and the MP Partner End-User for the provision of MP Partner products and services which is no less restrictive and as protective of Kaspersky's rights, as stated in the Agreement.
- 2.3. Trial Use License.** Kaspersky grants Customer or MP Partner a non-exclusive, non-transferable trial license to store, load, install, and use Kaspersky TIP, Products and Services or its components for its internal evaluation business purposes for a period of up to thirty (30) calendar days from the Effective date with no charge. Kaspersky may upon mutual written agreement (including via email), extend the Period of this Trial Use License.
- Trial Use License is a time-limited and/or functionality-limited license to access Kaspersky TIP, Products and Services in accordance with this Agreement. Trial use is available in a full format, with a limited Period, and in format of Demo use, or Pilot project mode. Parameters and limitations, Trial use format is previously agreed by Parties in written (including via email), or stated in the Proposal, or in the Order. Usage of Trial Use License indicates Customer's or Partner's acceptance of any such parameters and limitations.
- Kaspersky reserves all rights to provide Pilot projects on a royalty-free and/or commercial basis. All conditions of Trial use, including but not limited to terms of subscription, functionality, scope of the extended support of Kaspersky team, etc. are previously agreed by Parties in written including via email.
- Demo use is limited by functionality, provided at the time of Customer's or Partner's access.
- 2.4. Delivery.** Customers' or MP Partners' credentials for Kaspersky TIP access are delivered by Kaspersky in a secure way within five (5) Business days from the date of the Certificate, in case of timely provision of all necessary information by Customer or Partner. Kaspersky TIP is available via WebUI, and REST API.
- 2.5. Compensation.** The fee and payment procedure and details are stipulated in the Order or in the Direct agreement. Obligations of Kaspersky hereunder shall be subject to and conditioned upon the confirmation from Customer or Partner that the payment terms for Kaspersky TIP, Product and Services have been fully accepted and acknowledged by Customer or Partner and Kaspersky received the Order in respect of Kaspersky TIP, Products and Services. Customer or Partner hereby agree to pay all necessary fees in due order including all applicable taxes.
- 2.6. Term.** The Agreement shall commence on (i) the Effective Date, (ii) the date of Your acceptance of the Agreement, by clicking the appropriate buttons if required by Kaspersky. The Agreement

becomes not applicable as soon as the Period is expired unless the initial License term is extended or renewed by a new Order, or otherwise agreed by Parties in written, including via email.

- 2.7. Cooperation.** Customer or Partner provides the access to its information and property as may be reasonably required in order to permit Kaspersky to perform its obligations hereunder. Kaspersky will not be liable if information or materials provided by Customer or Partner are unavailable, inaccurate, and/or inadequate for Kaspersky TIP, Products and Services delivery. Kaspersky will use commercially reasonable efforts to work with Customer or Partner to correct or clarify any inaccuracies in Customer or Partner information or materials.
- 2.8. Technical Support.** Kaspersky provides Customer or Partner with Technical Support, which includes resolution of the problems related to Kaspersky TIP, Products and Services use and being utilized properly according to its intended use and in compliance with the Agreement. If You need technical support, please send email to [Kaspersky TIP Technical Support](#).
- 2.9. Purchase Options.** License or MP License may be purchased for the different Subscription Periods. The type and prices of Products and Services are indicated in the Proposal, or in the Kaspersky's price list in effect at the time of Order placement, which Customer or Partner declares to know and accept; the current price list shall supersede all previous price lists. Kaspersky provides Products and Services option(s) in accordance with the Order, and the Agreement.

3. OBLIGATIONS AND RESTRICTIONS

- 3.1.** Customer may use Kaspersky TIP, Products and Services to protect its own infrastructure and its own employees only upon execution of the Agreement.
- 3.2.** MP Partner may use Kaspersky TIP, Products and Services for MP Partner's own internal business purposes. MP Partner has no right to distribute Kaspersky TIP, Products and Services "as is" to End-User(s) except as an integral part of MP Partner's products or services.
- 3.3.** Customer or Partner has the right to make a copy of Products and Services or its components solely for back-up purposes and only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when Customer or Partner loses the right to use Kaspersky TIP, Products and Services or when Period expires or is terminated for any other reason according to the legislation in force in the country of Customer or Partner principal residence or in the country of Kaspersky TIP, Products and Services use.
- 3.4.** When using Kaspersky TIP, Customer, or Partner, or You must not:
 - 3.4.1.** Use Kaspersky TIP, Products and Services in any way that breaches any applicable local, national, and/or international law or regulation;
 - 3.4.2.** Use Kaspersky TIP, Products and Services for any purposes other stated in the Agreement;
 - 3.4.3.** Use Kaspersky TIP, Products and Services or its parts to create data, code, or services designed to detect, block, or remove viruses;
 - 3.4.4.** Interfere with the operation of Kaspersky TIP or gain access to Kaspersky TIP, Products and Services including by circumventing the interface (through the use of undocumented features);
 - 3.4.5.** Probe, scan, or test the vulnerability of Kaspersky TIP, Products and Services or any related system or network, or break the security measures or authenticity checks used in connection with Kaspersky TIP and such systems and networks;
 - 3.4.6.** Use Kaspersky TIP, Products and Services for profit, unless approved by Kaspersky under a separate agreement;

3.4.7. Allow or assist any other party to perform any of the aforementioned actions.

- 3.5.** Customer or Partner acknowledges that Kaspersky provides same or similar Products and Services to other customers and partners and that nothing in the Agreement shall be construed to prevent Kaspersky from carrying on such business. Customer or Partner acknowledges that Kaspersky may at its sole discretion develop, use, market, distribute any components that is substantially similar to components of Kaspersky TIP, Products and Services with similar structure, content and organization. Notwithstanding the preceding sentence, Kaspersky agrees that it will not market or distribute any of Kaspersky TIP, Products and Services components that include Customer, Partner or User confidential information.
- 3.6.** Customer or Partner may not distribute, transfer or resell Kaspersky TIP, Products and Services and/or its components delivered during the Period (including but not limited to: content, format, delivery, update details, number of records, sources of intelligence and internal manuals), unless approved by Kaspersky under a separate agreement. Providing Kaspersky TIP, Products and Services and/or its components to the third parties, if not allowed by a separate agreement with Kaspersky, regardless of whether they are provided on commercial or free basis is strictly prohibited and considered as significant harm to Kaspersky. In case if Customer or Partner violates restriction indicated hereof Kaspersky shall be entitled to charge compensation which may include direct damages as well as loss of profit and any supplementary expenses which may be suffered by Kaspersky subject to this violation and Customer or Partner hereby agrees that payment of such compensation shall not be unreasonably withheld.
- 3.7.** Customer or Partner shall not emulate, clone, modify, decompile, or reverse engineer Kaspersky TIP, Products and Services and/or its components. Customer or Partner shall not sell, rent, lease or lend Kaspersky TIP, Products and Services and/or its components to any third party or use Kaspersky TIP, Products and Services to create own product or service used for detection, blocking or treating threats, unless approved by Kaspersky under a separate agreement.
- 3.8.** Customer or Partner may not remove or alter any copyright notices or other proprietary notices of Kaspersky TIP, Products and Services, related documentation and materials.
- 3.9.** Kaspersky TIP, Products and Services may contain or show links to third-party websites or resources in relation to Kaspersky TIP, Products and Services provision. Kaspersky provides these links solely for convenience and is not responsible for the availability, content, resources, or links to the products or services that they provide. Customer or Partner accepts sole responsibility and assume all risk when using third-party websites or resources.
- 3.10.** MP Partners shall include the terms of this Agreement substantially similar in their MP End-User Agreement(s). For the purposes of Kaspersky TIP, Products and Services, where there is conflict between MP End-User agreements and this Agreement, this Agreement will take precedence.
- 3.11.** MP Partners shall guarantee, that they are authorized by End-User(s) and have all necessary agreements with its End-User(s) in accordance with its local law, where applicable, and all necessary rights and permissions to access and use the Kaspersky TIP, Products and Services on End-User(s) behalf.
- 3.12.** Customer or Partner understands and agrees that Kaspersky TIP, Products and Services are provided on an "as is" and "as available" basis. Customer or Partner expressly agrees that use of Kaspersky TIP, Products and Services is at Customer's or Partner's sole risk. Without limiting the foregoing, neither Kaspersky nor any its affiliates, nor any of their officers, directors, licensors, employees or representatives declare or warrant (i) that Kaspersky TIP, Products and Services, including its components, will meet Customer or Partner requirements or be accurate, complete, reliable, or error free; (ii) that Kaspersky TIP, Products and Services will always be available or will be uninterrupted, accessible, or timely; (iii) the availability for sale, or the reliability or quality of any products discussed or referenced in Kaspersky TIP, Products and Services.
- 3.13.** Customer or Partner acknowledges and agrees that any its requests submitted, or otherwise obtained through Kaspersky TIP, Products and Services are done at its own discretion and risk

and that Customer or Partner will be solely responsible for any damage to its computer system, and/or third parties damages or loss of data that results from use of Kaspersky TIP, Products and Services.

- 3.14.** Customer or Partner agrees that each time it uploads any data to Kaspersky TIP, Products and Services, Customer or Partner is informed of the risk and accept full responsibility for handling its requests and the objects they contain.
- 3.15.** When Customer or Partner uploads or otherwise submits any requests for analysis by Kaspersky TIP, Products and Services, Customer or Partner grants Kaspersky a non-exclusive, permanent, worldwide, and royalty-free right to use, copy, store, edit, reproduce, and delete all content contained in its requests or associated files, resulting by Kaspersky analysis of them: (i) to the extent necessary to perform Kaspersky obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Products and Services) or enforce its rights under this Agreement; or (ii) where required or authorized by law; (iii) Kaspersky may use, copy, Customer or Partner requests for the purpose of developing, improving or customizing Kaspersky TIP, Products and Services.
- 3.16.** Kaspersky may develop, modify, improve, support, customize and operate its Kaspersky TIP, Products and Services based on its use by Customer or Partner, as applicable.
- 3.17.** In no event shall Kaspersky, its affiliates, its suppliers, or any of their officers, directors, employees, agents, representatives, information providers, or licensors be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use Kaspersky TIP, Products and Services, even if Kaspersky has been advised of the possibility of such damages. In any event, Kaspersky's cumulative liability to any Customer or Partner for any and all claims relating to the use of Kaspersky TIP, Products and Services shall not exceed the total amount paid by Customer or Partner for Kaspersky TIP, Products and Services during the Period.
- 3.18.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KASPERSKY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR CORRUPTION, DAMAGE AND LOSS OF DATA OR PROGRAMS, FOR FAILURE TO MEET ANY DUTY INCLUDING ANY STATUTORY DUTY, DUTY OF GOOD FAITH OR DUTY OF REASONABLE CARE, FOR NEGLIGENCE, FOR ECONOMIC LOSS, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE KASPERSKY TIP, PRODUCTS AND SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH KASPERSKY TIP, PRODUCTS AND SERVICES OR OTHERWISE ARISING OUT OF THE USE OF KASPERSKY TIP, PRODUCTS AND SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THE AGREEMENT, OR ARISING OUT OF ANY BREACH OF CONTRACT OR ANY TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION, ANY STRICT LIABILITY OBLIGATION OR DUTY), OR ANY BREACH OF STATUTORY DUTY, OR ANY BREACH OF WARRANTY OF KASPERSKY, EVEN IF KASPERSKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.19.** Customer or Partner understand that Kaspersky may disable access and cancel its License to Kaspersky TIP, Products and Services automatically and without notice to Customer or Partner provided (i) the Period has expired, (ii) Customer, Partner or User violates any of the obligations or license limitations stipulated in the Agreement, or other legally binding document concluded between Kaspersky and Customer or Partner.
- 3.20.** Kaspersky reserves the right at any time to improve Kaspersky TIP, Products and Services and/or its components (including without limitation content, format, delivery, update details, number of records, sources of intelligence and user manuals).

4. THIRD PARTY ACCESS

- 4.1. Kaspersky TIP supports a multi-tenant architecture that allows MP Partners based on the license to provide multiple End-Users with isolated access to Kaspersky TIP, Products and Services. Additional details are available by this link: [Multitenancy mode](#).
- 4.2. MP Partner may allow its End-user to use and access Kaspersky TIP, Products and Services, in accordance with the Agreement and/or a separate agreement.
- 4.3. MP Partner may allow its End-Users to operate, use or access Kaspersky TIP, Products and Services solely on End-Users' behalf, provided such use or access is only for MP Partners' direct beneficial business purposes. MP Partner is responsible for ensuring that End-Users operating, using or accessing Kaspersky TIP, Products and Services complies with the Agreement. MP Partner is responsible for and liable for the acts or omissions of such End-Users as if they were MP Partner's acts or omissions. MP Partner should promptly notify Kaspersky in written including via email in case if its End User(s) violates terms and conditions of this Agreement as soon as this event is known to the MP Partner.
- 4.4. MP Partner will (i) ensure that MP Partner and its End-Users' use of Kaspersky TIP, Products and Services complies with the Agreement, (ii) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, Kaspersky TIP, Products and Services, and (iii) promptly notify Kaspersky of any unauthorized use of, or access to, Kaspersky TIP, Products and Services. Kaspersky reserves the right to investigate any potential violation of the Agreement by MP Partner, or End-User(s).

5. EXTENDED FEATURES

- 5.1. Kaspersky provides additional functionality, available to Customer or Partner during the Period of its access to Kaspersky TIP, Products and Services. The Extended features as well as the preview features, or beta features may be provided with respect to an existing Products and Services or on a stand-alone basis, for a limited time or of a limited functionality at no additional charge. These Extended features of Kaspersky TIP are considered as unpaid offers, and Kaspersky may discontinue providing such unpaid offers or modify its functionality at any time with no additional notifications. Additional details of the Extended features of Kaspersky TIP are available at the link: [Extended Features](#).
- 5.2. All these Extended features are provided "as is", and "as available" and to the extent permitted by applicable law, Kaspersky disclaims all warranties relating to these unpaid offers express or implied, including, but not limited to, any warranties against infringement of third-party rights, merchantability, relevance, real-time display, of any new functionality, accuracy, and fitness for Customer or Partner particular purpose.
- 5.3. Feedback. At Customer or Partner discretion, it may provide feedback or suggestions about Kaspersky TIP, Products and Services to Kaspersky. If Customer or Partner provides feedback, then Kaspersky may use that feedback without restriction and without obligation to Customer or Partner.

6. DATA PROCESSING AND PROTECTION TERMS

- 6.1. Data processing and protection terms describe the Parties' obligations, including under applicable privacy, data security, and data protection laws, with respect to the processing and security of the personal data.
- 6.2. Under this section the following additional definitions are introduced:

Swiss FADP means the Swiss Federal Act on Data Protection of 19 June 1992 and its corresponding ordinances, in each case, as may be amended, superseded, or replaced.

DPA UK means Data Protection Act, 2018 of the United Kingdom.

UK Addendum means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued by the Information Commissioner under S119A Data Protection Act 2018, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance>.

- 6.3.** During use of the functionality related to data processing for Kaspersky TIP, Products and Services, Customers or Partners may periodically provide Kaspersky the information, as stated below, for the following purposes:
- 6.3.1.** Processing of User's requests to Kaspersky TIP, Products and Services in accordance with the Agreement;
- 6.3.2.** Investigating issues that arise during processing of Users' requests to ensure quality of Kaspersky TIP, Products and Services.
- 6.4.** Specific goals of the information collection are authentication in Kaspersky TIP, show the recent requests, Input Hint Generation, detection service improvement, history of User's requests, notification about next events in Kaspersky TIP, Products and Services; (i) New / updated Kaspersky Threat Intelligence Reporting; (ii) WHOIS tracking rules; (iii) License expiration.

6.4.1. General Actions

For purposes of investigating issues and verification of compliance with the current License, on any user's action during the access to Kaspersky TIP, the following information is processed:

- ☐ Date and time when an action was performed
- ☐ IP address (also used for blocking accounts that make frequent attempts to sign in to Kaspersky TIP)
- ☐ User agent string
- ☐ User name (login)

6.4.2. Signing in

For purposes of User's authentication and verifying compliance with the License, on signing in to Kaspersky TIP, the following information are processed:

- ☐ Certificate
- ☐ Password (salt and hash)
- ☐ User name (login)
- ☐ Session identifier (ID, user name), also stored in the local storage of the user's browser
- ☐ API Key (only if API used)

6.4.3. Accounts management

For the purpose of verifying compliance with the current License, the following information is provided when a new account is created:

- ☐ Role (administrator or user) Type (type of access to Kaspersky TIP)
- ☐ Type (type of access to Kaspersky TIP)
- ☐ User name (login)

- 6.5.** Kaspersky undertakes the processing of all data received from Customer or Partner in accordance with the Customer or Partner instructions. These Data Provision along with the corresponding Product(s) T&C and End User License Agreement for Software (when applicable), as well as use of the functionality of Kaspersky TIP, Products and Services and its configuration are complete instructions issued by customer to Kaspersky regarding data processing unless otherwise specified in a separate written agreement.
- 6.6.** Customer or Partner must comply with laws that apply when Kaspersky TIP, Products and Services are used, including laws on confidential information, personal data, and data protection.

- 6.7.** During use of Kaspersky TIP, Products and Services Customer or Partner is fully responsible for ensuring that the processing of personal data of Data Subjects is lawful, particularly, within the meaning of Article 6 (1) (a) to (f) of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") (if Data Subject is in the European Union) or applicable laws on confidential information, personal data, data protection, or similar thereto.
- 6.8.** Customer or Partner shall be fully liable in relation to Kaspersky for any damage resulting from a breach of this Data processing and protection terms, in particular the failure to ensure that the processing of personal data is lawful, and/or from any other violation of an obligation under the statements of the clause 6.7 of the Agreement.
- 6.9.** Customer or Partner shall indemnify Kaspersky in relation to third parties from the claims arising from Customer's or Partner's failure to fulfill obligations under the Agreement, which third parties, especially the supervisory data protection authorities, assert against Kaspersky.

For any questions or comments regarding the processing of personal data and Kaspersky's privacy practices please contact [Kaspersky data protection officer](#).

- 6.10.** In accordance with all applicable EU Data Protection Laws, BRAZILIAN GENERAL DATA PROTECTION LAW (LGPD) and other applicable laws, by using Kaspersky TIP, Products and Services Customer shall be the data Controller and Kaspersky shall be the data processor, processing data on Customer's behalf.
- 6.11.** The following provisions shall apply to the extent that Customer: (i) is located in the European Union/European Economic Area, UK or Switzerland; or (ii) is located outside of the European Union/European Economic Area, UK or Switzerland but remains subject to the GDPR, Data Protection Act 2018 (UK GDPR) or Federal Act on Data Protection (Swiss FADP).

The Parties hereby conclude the [Kaspersky TIP Data Protection Agreement](#) and forming part of this Agreement.

In case of processing of Controller Data involves transfer of personal data to the country outside EU for which there is no adequacy decision or appropriate safeguards to ensure an adequate level of protection of the data equivalent to the EU, the Parties hereby conclude the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Commission Implementing Decision (EU) 2021/914 of 4 June 2021) in the version agreed by the Parties.

For the avoidance of doubt, should the transfer mechanism based on standard contractual clauses be deemed invalid by a Supervisory Authority or court with applicable authority, the Parties shall endeavor in good faith to negotiate an alternative mechanism (if available and required) to permit the continued transfer of Personal Data.

6.12. TRANSFERS FROM SWITZERLAND

Pursuant to the Federal Data Protection and Information Commissioner's (FDPIC) guidance titled "The transfer of personal data to a country with an inadequate level of data protection based on recognized standard contractual clauses and model contracts", dated 27 August 2021, the parties are adopting the GDPR standard for all data transfers under the Swiss FADP and under the GDPR. To the extent personal data is transferred outside of Switzerland to a country with an inadequate level of data protection, the following amendments to the Standard Contractual Clauses shall apply:

Annex I.C: The competent supervisory authority shall be the FDPIC, insofar as the data transfer is governed by the Swiss FADP; and shall be the EU authority referenced in Annex I.C insofar as the data transfer is governed by the GDPR.

The term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).

6.13. TRANSFERS FROM THE UNITED KINGDOM

For Customers and/or Data Subjects who are residents of the United Kingdom, Kaspersky shall, where applicable:

(a) provide Kaspersky TIP, Products and Services in accordance with its obligations under the UK Addendum, which is incorporated into [Kaspersky TIP Data Protection Agreement](#) by reference; and

(b) as required by applicable law, transfer and process Personal Data on the basis of the Standard Contractual Clauses, as modified in accordance with the UK Addendum.

The UK addendum shall be structured as follows: (i) Table 1 shall be populated by the information in Annex I of the [Kaspersky TIP Data Protection Agreement](#) attached to this Agreement; (ii) Table 2 shall be populated by the information in the [Kaspersky TIP Data Protection Agreement](#) attached to this Agreement; (iii) Table 3 shall be populated by Annexes I – III of the [Kaspersky TIP Data Protection Agreement](#) attached to this Agreement; and (iv) in Table 4, either the Importer or the Exporter may terminate this UK addendum.

6.14. BRAZILIAN GENERAL DATA PROTECTION LAW (LGPD). For Customers and/or Data Subjects who are residents of the Federal Republic of Brazil, Kaspersky shall, where applicable: (a) provide Kaspersky TIP, Products and Services under the express obligations imposed by the LGPD on a Data Processor for the benefit of a Data Controller; and (b) as required under Articles 33 through 36 of the LGPD, transfer Personal Data on the basis of the Standard Contractual Clauses, as modified in accordance with the LGPD.

6.15. CALIFORNIA, VIRGINIA, COLORADO, CONNECTICUT, AND UTAH LEGISLATION.

6.15.1. If Customer uses Kaspersky TIP, Products and Services then Customer is obliged to notify its employees and/or end-users about categories of data processed and other information according to the California Consumer Privacy Act of 2018 (“CCPA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Colorado Privacy Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), the Utah Consumer Privacy Act (“UCPA”) and other applicable legislation.

6.15.2. The Customer agrees to indemnify Kaspersky against any claims raised due to the breach of clause 6.15.1.

6.15.3. Kaspersky is not allowed to sell any Personal Data.

6.15.4. Kaspersky can use data to improve the quality of Kaspersky TIP, Products and Services provided.

7. CONFIDENTIALITY

7.1. Confidential Information means any information concerning the business, properties, affairs or finances of a Party, including, without limitation, trade secrets, customer lists, business studies and analyses and any and all proposals, notes, memoranda, reports, lists and records, whether written, printed or in digital format or otherwise, relating to any matter within the scope of the business of the disclosing Party or concerning any of its dealings or affairs, and includes any and all intellectual property owned by the disclosing Party, including, without limitation, all technical information, technical data, inventions, products, data, algorithms, designs, methods, know-how, processes, copyrights, patents, trade secrets, software, models, patterns, drawings, specifications, prototypes, discoveries, techniques, systems, works of authorship, ideas and concepts, and any and all other types of information which are identified by the disclosing Party as confidential at the time of disclosure to the other Party, in each case which are clearly marked or labeled as “CONFIDENTIAL” or with a similar legend. Any proprietary or confidential disclosure that is made orally shall be promptly confirmed in writing marked as stated above by the disclosing Party if such disclosure is to be included within the Confidential Information under this Agreement.

- 7.2.** With respect to data provided to the Party hereunder that is identified by this Party as being confidential, other Party agrees to take such security measures to prevent the unauthorized duplication, distribution, disclosure or use of the data equal to that which this Party uses to protect its own proprietary information, and in no event these measures will be less than commercially reasonable.
- 7.3.** Party shall keep confidential any and all business, company and trade secrets and methodologies, technical know-how, financial information, development and research results, inventions, source code, license keys, market analysis, security measures, internal guidelines, customer and supplier data, sources of supplied goods as well as any other documents or data marked as confidential or otherwise recognizable as of confidential nature (also and insofar as they refer to any third party, including customers and its affiliates) of which this Party becomes aware in connection with the fulfilment of this Agreement, shall use this Confidential Information only for the fulfilment of this Agreement and shall not disclose any Confidential Information to any third party. Each Party shall contractually oblige all its employees and subcontractors accordingly.
- 7.4.** The Confidentiality obligation shall not apply to information that (i) has become known to the Party without a breach of any confidentiality obligation prior to its disclosure by another Party or that is disclosed to the Party outside the fulfilment of this Agreement by a third party that is not bound by a confidentiality obligation, (ii) is publicly available or that becomes publicly available without any breach of the Confidentiality obligation of the Party, (iii) has been or will be independently developed by the Party, i.e. without any use or knowledge of alike or comparable information of another Party, or (iv) Party is obliged to disclose according to applicable legislation or orders by public bodies, such disclosure under this clause 7.4(iv) however being strictly limited to the extent of disclosure required by such obligation.
- 7.5.** The above agreed Confidentiality obligation shall survive the term of this Agreement for a period of five (5) years, unless the Parties mutually agree in writing to release the Party from the Confidentiality obligation. In the event the Party forwards any Confidential Information to any third party in accordance with this Agreement, the Confidentiality obligation shall be imposed also on such third party.

8. WARRANTIES

- 8.1.** EXCEPT FOR KASPERSKY OBLIGATIONS STATED HEREBY KASPERSKY TIP, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND KASPESKY MAKES NO REPRESENTATION AND GIVES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT TO WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. KASPERSKY AND ITS PARTNERS MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR APPLICABILITY FOR A PARTICULAR PURPOSE. YOU ASSUMES ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING KASPERSKY TIP, PRODUCTS AND SERVICES TO ACHIEVE YOU INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM KASPERSKY TIP, PRODUCTS AND SERVICES. WITHOUT LIMITING THE FOREGOING PROVISIONS, KASPERSKY MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT KASPERSKY TIP, PRODUCTS AND SERVICES WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT KASPERSKY TIP, PRODUCT WILL MEET ANY OR ALL OF YOUR REQUIREMENTS WHETHER OR NOT DISCLOSED TO KASPERSKY.

9. INTELLECTUAL PROPERTY

- 9.1.** Kaspersky is the rightholder of all intellectual property rights to Kaspersky TIP, Products and Services including exclusive rights and any other applicable types of rights. Kaspersky possesses

all the necessary rights, such as intellectual property rights and licenses to materials and information published on Kaspersky TIP, including but not limited to all types of textual, graphical, photo, video, and audio materials and computer programs.

- 9.2.** Customer or Partner agrees that Kaspersky TIP, Products and Services and the authorship, systems, ideas, methods of operation, documentation and other information contained in Kaspersky TIP, Products and Services are proprietary intellectual property and/or the valuable trade secrets of Kaspersky or its partners and that Kaspersky and its partners, as applicable, are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patents of the Russian Federation, European Union and the United States, as well as other countries and international treaties. This Agreement does not grant Customer or Partner any rights to the intellectual property, including any trademarks or service marks of Kaspersky and/or its partners. Customer and Partner may use the trademarks only insofar as to identify printed output produced by Kaspersky TIP, Products and Services in accordance with accepted trademark practice, including identification of the trademark owner's name. Such use of any Trademark does not give Customer or Partner any rights of ownership in that trademark. Kaspersky and/or its partners own and retain all right, title, and interest in and to Kaspersky TIP, Products and Services, including without limitation any error corrections, enhancements, Updates or other modifications to Kaspersky TIP, Products and Services, whether made by Kaspersky or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Customer's or Partner's possession, installation or use of Kaspersky TIP, Products and Services does not transfer to Customer or Partner any title to the intellectual property in Kaspersky TIP, Products and Services, and Customer or Partner will not acquire any rights to Kaspersky TIP, Products and Services except as expressly set forth in this Agreement. All copies of the Products and Services made hereunder must contain the same proprietary notices that appear on and in the Products and Services. Except as stated herein, or otherwise approved in written by Kaspersky, this Agreement does not grant Customer or Partner any intellectual property rights in Kaspersky TIP, Products and Services and Customer or Partner acknowledges that the license, as defined herein, granted under the Agreement only provides Customer or Partner with a right of limited use under the Agreement. Kaspersky reserves all rights not expressly granted to Customer or Partner in the Agreement. VIOLATION OF THE INTELLECTUAL RIGHTS SHALL RESULT IN CIVIL, ADMINISTRATIVE OR CRIMINAL LIABILITY IN ACCORDANCE WITH THE LAW.

10. LIABILITY AND DISPUTES RESOLUTION

- 10.1.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Federal Republic of Germany. Each party irrevocably agrees that any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

11. MISCELLANEOUS

- 11.1.** Kaspersky reserves the right at any time to modify the Agreement and to impose new or additional terms or conditions on Kaspersky TIP, Products and Services use. Such modifications will be effective immediately when incorporated into the Agreement. Continued use of Kaspersky TIP, Products and Services by Customer or Partner will be deemed acceptance thereof.
- 11.2.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any

other occasion. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. This Agreement may also be amended or modified by a written instrument executed by both the Customer or Partner and Kaspersky or by Kaspersky only as stipulated in clause 11.1.

THIS AGREEMENT SHALL BE BINDING UPON, AND INURE TO THE BENEFIT OF, BOTH PARTIES
AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.