

KASPERSKY THREAT DATA FEEDS

PRODUCT TERMS AND CONDITIONS

This Product terms and conditions ("Product T&C") sets out the special terms and conditions applicable to Kaspersky Threat Data Feeds and is to be read in conjunction with the [Kaspersky Threat Intelligence Agreement](#) ("Agreement"), that apply to this Product T&C.

General Terms of Use of Kaspersky Threat Intelligence Agreement apply to this Product T&C.

This Product T&C is legally binding and govern Customer's and Partner's use of Kaspersky Threat Data Feeds ("Product"), accordingly Kaspersky advises to read them carefully.

By purchasing and/or using the Product, 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 Product T&C, and ensures that all its persons, who involved in its purchasing, acceptance and use are aware of the terms of this Product T&C.

By accepting the Product T&C on behalf of Customer or Partner, You represent and warrant that,

- (i) You have full legal authority to bind Customer or Partner to the Product T&C accordingly;
- (ii) You have read and understand this Product T&C;
- (iii) You agree, on behalf of Customer or Partner accordingly, to this Product T&C.

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

1. DESCRIPTION

Kaspersky Threat Data Feeds have a crucial role in a comprehensive multi-layered defense strategy, continuously providing essential security information to security controls such as in-house Security Information and Event Management systems ("SIEM").

Kaspersky Threat Data Feeds is designed for use by any enterprise organization planning to control the presence of malware at infrastructure level leveraging existing SIEM solution via integration with the Product. Using superior global intelligence, security operation centers are armed to combat the latest cybercrime techniques, which are designed to bypass even the most sophisticated protection. Combined with local intelligence data, this global information can help protect the enterprise IT-infrastructure.

Kaspersky Threat Data Feeds are highly flexible and can be provided in different formats, allowing integration into different third party cybersecurity solutions.

Goal and Objectives

The goal of the Product is to provide a set of Kaspersky Threat Data Feeds on a subscription basis. This Product is designed to integrate with existing security systems (e.g. SIEM, NGFW and others), providing an additional layer of protection. Integration makes it possible to match the logs coming to the SIEM from different network devices with the Product. Kaspersky Connectors to the various SIEM are additionally available.

Product Formats

The Product is available in the different formats, including but not limited to: JSON, STIX/TAXII, and others.

Product Options

The type and prices of the Product are indicated in the Proposal, and/or in the Kaspersky's price list in effect at the time of Order placement, which Customer or Partner declares to know and accept; and the current price list shall supersede all previous price lists.

License or MP License (as defined below) may be purchased for the different Subscription Periods.

Kaspersky provides Product option(s) in accordance with the Order, and this Product T&C.

Threat Data Feeds Bundle

There are few different Kaspersky Threat Data Feeds Bundles available for purchase:

Data Feeds Bundles
Threat Data Feeds Bundle - URL
Threat Data Feeds Bundle - URL & IP
Threat Data Feeds Bundle - URL & IP & Hashes
Threat Data Feeds Bundle - Expert Security
Threat Data Feeds Bundle - Total Security

Bundles Composition

Threat Data Feeds inside Bundle	URL Bundle	URL + IP Bundle	URL + IP + Hashes Bundle	Expert Security Feeds Bundle	Total Security Feeds Bundle
Threat Data Feeds - Botnet C&C URL	+	+	+	+	+
Threat Data Feeds - Ransomware URL	+	+	+	+	+
Threat Data Feeds - Phishing URL	+	+	+	+	+
Threat Data Feeds - Malicious URL	+	+	+	+	+
Threat Data Feeds - IP reputation		+	+	+	+
Threat Data Feeds - Network Security URL		+	+	+	+
Threat Data Feeds - Network Security IP		+	+	+	+
Threat Data Feeds - Malicious Hashes			+	+	+
Threat Data Feeds - APT IOC - APT Hash Data Feed - APT IP Data Feed - APT URL Data Feed - APT Yara Data Feed				+	+
Threat Data Feeds - Crimeware IOC - Crimeware Hash Data Feed - Crimeware URL Data Feed - Crimeware Yara Data Feed				+	+
Threat Data Feeds - Mobile Threat - Mobile Malicious Hash Data Feed - Mobile Botnet Data Feed				+	+
Threat Data Feeds – Sigma Rules				+	+

Threat Data Feeds - Passive DNS	+
Threat Data Feeds - Suricata Rules	+
Threat Data Feeds - Open Source Threats	+
Threat Data Feeds - IoT URL	+
Threat Data Feeds - Vulnerability Feed	+

MSSP Bundles Composition

There are different Kaspersky Threat Data Feeds Bundles – MSSP, created particularly for MP Partners.

These MSSP bundles contain IOCs collection that can be used by MP Partner(s) while providing SOC services for MP Partners' End-users.

These bundles are licensed by number of SOC clients that MP Partner has.

Threat Data Feeds inside Bundle	Threat Data Feeds – MSSP	Threat Data Feeds - Advanced MSSP
Threat Data Feeds - Botnet C&C URL	+	+
Threat Data Feeds - Ransomware URL	+	+
Threat Data Feeds - Phishing URL	+	+
Threat Data Feeds - Malicious URL	+	+
Threat Data Feeds - IP reputation	+	+
Threat Data Feeds - Malicious Hashes	+	+
Threat Data Feeds - APT IOC		+
Threat Data Feeds - Crimeware IOC		+

Kaspersky reserves the right at any time to change the composition of the Threat Intelligence Bundles and/or its components in order to improve its value to the Customer or Partner. Actual composition of the bundles is available in the Proposal and/or in the Kaspersky's price list in effect at the time of Order placement, or by request before the Order placement.

2. DELIVERY

- 2.1.** License. Kaspersky grants the Customer a non-exclusive, non-transferable license to store, load, install the Kaspersky Threat Data Feeds solely for Customer's or Partner's internal business purposes, in accordance with the Order, this Product T&C, and Customer or Partner 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 the Product and its components on the MP Partner's server/computer system(s) for the purpose of creating, maintaining, providing and supporting MP's products and services;
 - provide End-User(s) with access and the right to use the Product solely as part of MP Partner products and services managed by MP Partner in accordance with the Order, conditions of Trial use, and the Product T&C;
 - permit End-User(s) to access and use the Product solely as a part of MP products and services subject to the terms of a MP End-User Agreements. MP End-user agreement means an agreement that must be executed between MP Partner and the MP 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 this Product T&C.

- 2.3.** Trial Use License is a time-limited and/or functionality-limited license to use the Product in accordance with this Product T&C. 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 can be limited by functionality, provided at the time of Customer's or Partner's access.

- 2.4.** Delivery. Kaspersky provides the Customer or MP Partner with digital certificate through the encrypted email to download the Product via HTTPs-based service within five (5) working days after the Order for the Product is placed. The Product is delivered in accordance with the Order, Certificate and this Product T&C.
- 2.5.** Compensation. The License fee and payment procedure and details shall be 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 the Product have been fully accepted and acknowledged by Customer or Partner and Kaspersky received a valid Order in respect of this Product. Customer or Partner hereby agrees to pay License fee in due order including all applicable taxes.
- 2.6.** Term. The Product T&C shall commence on (i) the Effective Date, (ii) the date of Customer or Partner acceptance of this Product T&C, by clicking the appropriate buttons if required by Kaspersky. The Product T&C 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 shall provide 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 to Kaspersky by the Customer or Partner are unavailable, inaccurate, and/or inadequate for the Product delivery. Kaspersky will use commercially reasonable efforts to work with the Customer or Partner to correct or clarify any inaccuracies in the Customer's or Partner's information or materials.
- 2.8.** Technical Support. During the term of license purchased Kaspersky provides Customer or Partner with Technical Support, which includes resolution of Customer or Partner problems related to the Product use and being utilized properly according to its intended use and in compliance with the documentation and technical specifications, and this Product T&C.

Kaspersky Technical Support/Customer Service specialists make every effort to provide quality support within reasonable time, depending on the nature of the request.

Obligations to respond within a fixed period of time can only be offered as part of [paid services](#).

Customer can ask Kaspersky via [the contact page](#) or use a dedicated "Contact support" button in Kaspersky TIP, if technical support is needed.

2.8.1. Standard Support does not include the following:

- Development of new Product functionality at the request of a User;
- Performance improvement and configuring of User's devices;
- Onsite Support and Remote Support sessions (can be bought as an additional service within Kaspersky Professional Services);

- Assisting a User on the phone or via web chat while collecting data for analysis and/or application of recommendations;
- Consultations regarding third-party applications and/or operating systems;
- Use of third-party patches for operating systems and applications to fix vulnerabilities
- Integration of Kaspersky Software with third-party software (can be bought as an additional service within Kaspersky Professional Services);
- Configuring and checking the Software performance by Technical Support/Customer Service specialists and advice on configuring network security (can be bought as an additional service within Kaspersky Professional Services);
- Software training;
- Demonstration, deployment, and configuration of Software (can be bought as an additional service within Kaspersky Professional Services);
- Analysis and provision of an official opinion on causes of a technical error;
- Analysis and investigation of the causes of incidents resulting from malware infection (can be bought as an additional service within Kaspersky Incident Response).

2.8.2. Kaspersky does not provide Support in the following cases:

- Hardware and/or platform-specific software does not meet the minimum system requirements for the Product;
- Product version is no longer supported (support renewal can be bought upon request).

2.8.3. Kaspersky does not guarantee successful installation, stable Product operation, and resolution of problems in the following cases:

- Installation is performed on an infected device.
- Kaspersky Software is installed in a mixed environment together with other incompatible applications.
- Software interruptions are caused by hardware issues.
- Software interruptions are caused by incompatible versions of platform-specific software.
- The User is unable or refuses to provide Kaspersky Technical Support/Customer Service specialists with the information that is required to reproduce, analyze, and fix the specific problem.
- The problem arose due to incorrect use or disregard of instructions provided by Kaspersky Technical Support/Customer Service specialists or Kaspersky documentation.

2.8.4. Kaspersky provides Support under the following conditions:

- All commercial and trial versions are supported regardless of the license status.
- A valid license is required for support of all commercial versions of Product.

Some services that are not included in Standard Support may be offered as part of paid services.

2.8.5. Kaspersky guarantees the provision of Technical Support/Customer Service for the Product in accordance with this Product T&C.

2.8.6. Kaspersky Technical Support/Customer Service specialists may ask the User to execute additional Kaspersky utilities (software tools) if this is deemed necessary for handling a request.

2.8.7. After processing a request and on a periodic basis, Kaspersky has the right to ask the User for feedback on the quality of service.

2.8.8. When communicating with Technical Support/Customer Service specialists, the User must provide Kaspersky with timely responses, information about the purchased License, and any information reasonably necessary to properly process the request.

3. MISCELLANEOUS

- 3.1.** Kaspersky reserves the right at any time to improve the Product and/or its components (including without limitation content, format, delivery, update details, number of records, sources of intelligence and internal manuals).
- 3.2.** If Customer or Partner violates any of its obligations hereof or License limitations stipulated in this Product T&C or other legally binding document concluded between Kaspersky and Customer or Partner, Kaspersky may stop delivery of the Product. Customer may not remove or alter any copyright notices or other proprietary notices of the Product, related documentation or materials.
- 3.3.** Kaspersky reserves the right at any time to modify this Product T&C and to impose new or additional terms or conditions on the Product use. Such modifications will be effective immediately when incorporated into the Product T&C. Continued use of the Product by Customer or Partner will be deemed acceptance thereof.

THIS PRODUCT T&C SHALL BE BINDING UPON, AND INURE TO THE BENEFIT OF, BOTH PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.