

THREAT DATA FEEDS TERMS AND CONDITIONS

WHEREAS, the Customer named in the corresponding purchase order (hereinafter "Customer") desires to acquire Threat Data Feeds of Kaspersky ("Software" or "Product") and/or in a separate agreement that may be entered into between Kaspersky Lab (hereinafter "Kaspersky") and Customer, and Kaspersky desires to deliver the Software to the Customer;

NOW THEREFORE, in consideration of the mutual covenants and promises in these Terms and Conditions (hereinafter "T&C") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and by Customer purchasing the Software in accordance with the related ordering process and/or clicking the appropriate buttons if required by Kaspersky to confirm and accept this T&C (which to the maximum extent permitted under applicable law shall be deemed conclusive approval thereof),

the Parties agree as follows:

Kaspersky agrees to deliver the Software in the manner and within the time period in accordance with purchase order, placed within Kaspersky Ordering System (hereinafter "Order"), these T&C and/or applicable direct agreement that may be entered into between Kaspersky and Customer, and Customer agrees to fulfill its obligations in accordance with the T&C, and/or the related direct agreement between Kaspersky and Customer.

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

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

1. DESCRIPTION

Kaspersky Threat Data Feeds background

Malware families and variations have grown exponentially in recent years. Kaspersky currently detects about 325,000 unique malware samples daily, and these malicious samples are growing in complexity as well as in volume.

To protect their IT-infrastructure from all these new threats, most enterprises already deploy protection measures including anti-malware solutions, intrusion prevention and threat detection systems. 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 Software. 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, including HP ArcSight, IBM QRadar, and Splunk SIEMs.

Kaspersky Threat Data Feeds Goal and Objectives

The goal of the Software is to provide a set of Kaspersky Threat Data Feeds on a subscription basis. The Software is designed to integrate into existing SIEM systems, providing an additional layer of protection. Integration makes it possible to correlate the logs coming to the SIEM from different network devices with the Kaspersky Threat Data Feeds. Connectors¹ with HP ArcSight, IBM QRadar & Splunk SIEM's are included.

Kaspersky Threat Data Feeds are available in the following formats:

- **"JSON"** - JavaScript Object Notation
- **"STIX"** – Structured Threat Information Expression
- **"Open IOC"** – XML Based Open Framework for Sharing Threat Intelligence
- **"CSV"** – Comma-separated Values

Product Options:

Product License (as defined below) may be purchased for 1, 2 or 3 years².

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

Pricing for Software mentioned below does not depend on a customer's size and specifics.

In accordance with this T&C Kaspersky provides the option indicated in a license certificate furnished by Kaspersky after the relevant order is placed ("Certificate").

There are 5 different Kaspersky Threat Data Feeds Bundles:

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

¹ Kaspersky End User License Agreement set forth in the Appendix A

² Subscription period may be additionally agreed between the parties

Detailed comparison between bundles:

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 - Malicious Hashes			+	+	+
Threat Data Feeds - APT IOC					
<ul style="list-style-type: none"> • APT Hash Data Feed • APT IP Data Feed • APT URL Data Feed • APT Yara Data Feed 				+	+
Threat Data Feeds - Crimeware IOC					
<ul style="list-style-type: none"> • Crimeware Hash Data Feed • Crimeware URL Data Feed • Crimeware Yara Data Feed 				+	+
Threat Data Feeds - Mobile Threat					
<ul style="list-style-type: none"> • Mobile Malicious Hash Data Feed • Mobile Botnet Data Feed 				+	+
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					+

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 internal business purposes, in accordance with the Order and this T&C ("License"), and Customer accepts this License.

2.2. **Product Activation and Delivery.** Within five (5) working days after the Order for the Product is placed within Kaspersky Ordering System Kaspersky provides the Customer with digital certificate through the encrypted email to download the Software via HTTPs-based service.

2.3. **Term.** This T&C shall commence on the effective date, which is the date of acceptance of this T&C by Customer. The T&C becomes not applicable as soon as period of License is expired unless the initial License term is extended or renewed by a new Order.

2.4. **Compensation.** The License fee and payment procedure and details shall be stipulated in the Order or in the applicable agreement. Obligations of Kaspersky hereunder shall be subject to and conditioned upon the confirmation from Customer that the payment terms for the Software have been fully accepted and acknowledged by Customer and Kaspersky received a valid Order in respect of this Software. Customer hereby agrees to pay License fee in due order including all applicable taxes.

2.5. Cooperation. Customer 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 are unavailable, inaccurate, and/or inadequate for the Software delivery. Kaspersky will use commercially reasonable efforts to work with the Customer to correct or clarify any inaccuracies in the Customer's information or materials.

2.6. Technical Support. Kaspersky shall provide Customer with Technical Support, which includes resolution of Customer problems related to the Software purchased and being utilized properly according to its intended use and in compliance with the documentation and technical specifications.

Customer shall provide all requested information to Kaspersky and grant full access to the Customers malfunctioning or testing systems on Kaspersky's request if it is technically possible. Customer shall provide as much detailed information as possible to help Kaspersky Technical Support to achieve a resolution to problem or submittal of defect. Customer shall begin this request to Kaspersky for Technical Support with following information with as much information as possible:

- Verbose issue description
- Required steps to reproduce the issue
- Attached product configuration files
- Attached product log files with errors
- Information about deployed product
- Additional contact information, such as additional e-mails and phone numbers if required.

Customer shall designate up to five (5) contact persons authorized to contact Kaspersky for support issues.

Issue Priority Level Definition:

- ▶ **Priority 3** – non critical error or feature request which does not affect main product functionality.
- ▶ **Priority 2** – moderate errors which affect main product functionality but does not cause data loss or software crash.
- ▶ **Priority 1** – critical error which affect main product functionality and cause software crash, data loss, insecure default settings and security issues.

Response Timelines:

Issue Level	Response Time
Priority 1	4 hours
Priority 2	8 hours
Priority 3	2 working days

Customer shall suggest Issue Priority Level when submitting the request and Kaspersky Technical Support shall confirm or adjust the Priority Level in its initial confirmation of the request.

Kaspersky shall provide Customer with an e-mail address or/and web-interface to report Priority 2 and Priority 3 issues and the telephone number to report Priority 1 issues and critical cases.

Kaspersky Technical Support does not cover the following issues:

- All issues which can be solved by Customer.
- Issues caused by 3rd party applications.
- Issues caused by hardware malfunction or errors.
- Issues for which the Customer can not provide information, requested by Kaspersky.

During the resolution of issues, Kaspersky will escalate unresolved issues in accordance with the Escalation Tables set forth below. Escalation shall take the form of electronic communication, on which Customer is a copied recipient.

Priority 1 Escalation Table

Escalation Level	Elapsed Time	Licensor Escalation Contact
1B	4 hours	Kaspersky Tier 1 Technical Support
1C	8 hours	Kaspersky Head of Tier 2 Technical Support
1D	12 hours	Kaspersky Business Account Manager

Priority 2 and Priority 3 Escalation Table

Escalation Level	Elapsed Time	Licensor Escalation Contact
2B	12 hours	Kaspersky Tier 1 Technical Support
2C	2 days	Kaspersky Head of Tier 2 Technical Support
2D	3 days	Kaspersky Business Account Manager

2.7. Warranties. EXCEPT FOR KASPERSKY OBLIGATIONS STATED HEREBY THE SOFTWARE IS 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. CUSTOMER ASSUMES ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE CUSTOMER INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, KASPERSKY MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE PRODUCT WILL MEET ANY OR ALL OF CUSTOMER REQUIREMENTS WHETHER OR NOT DISCLOSED TO KASPERSKY.

2.8. Intellectual Property Ownership. Customer agrees that the Software and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Software 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 T&C does not grant the Customer any rights to the intellectual property, including any Trademarks or Service Marks of Kaspersky and/or its partners ("Trademarks"). Customer may use the Trademarks only insofar as to identify printed output produced by the Software in accordance with accepted trademark practice, including identification of the Trademark owner's name. Such use of any Trademark does not give to the Customer any rights of ownership in that Trademark. Kaspersky and/or its partners own and retain all right, title, and interest in and to the Software, including

without limitation any error corrections, enhancements, Updates or other modifications to the Software, whether made by Kaspersky or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Customer's possession, installation or use of the Software does not transfer to the Customer any title to the intellectual property in the Software, and Customer will not acquire any rights to the Software except as expressly set forth in this T&C. All copies of the Software made hereunder must contain the same proprietary notices that appear on and in the Software. Except as stated herein, this T&C does not grant the Customer any intellectual property rights in the Software and Customer acknowledge that the License, as defined herein, granted under this T&C only provides the Customer with a right of limited use under this T&C. Kaspersky reserves all rights not expressly granted to the Customer in this T&C. VIOLATION OF THE INTELLECTUAL RIGHTS TO THE SOFTWARE SHALL RESULT IN CIVIL, ADMINISTRATIVE OR CRIMINAL LIABILITY IN ACCORDANCE WITH THE LAW.

2.9. **Confidentiality.** With respect to Customer Data provided by the Customer to Kaspersky hereunder that is identified by the Customer as being confidential, Kaspersky agrees to take such security measures to prevent the unauthorized duplication, distribution, disclosure or use of the Customer Data equal to that which Kaspersky uses to protect its own proprietary information, and in no event these measures will be less than commercially reasonable.

3. USE

3.1. Customer may use the Software to protect its own infrastructure and its own employees only upon execution of this T&C.

3.2. Customer has the right to make a copy of the Software 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 loses the right to use the Software or when License expires or is terminated for any other reason according to the legislation in force in the country of Customer principal residence or in the country of the Software use.

3.3. Customer acknowledges that Kaspersky provides same or similar Products to other customers and that nothing in the T&C shall be construed to prevent Kaspersky from carrying on such business. Customer acknowledges that Kaspersky may at its sole discretion develop, use, market, distribute any components that is substantially similar to components of this Software with similar structure, content and organization. Notwithstanding the preceding sentence, Kaspersky agrees that it will not market or distribute any Software components that include confidential information of the Customer.

3.4. Customer may not distribute, transfer or resell the Software and/or its components delivered during the License term (including content, format, delivery, update details, number of records, sources of intelligence and internal manuals). Providing the Software and/or its components to the third parties 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 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 hereby agrees that payment of such compensation shall not be unreasonably withheld.

3.5. Customer shall not emulate, clone, modify, decompile, or reverse engineer the Software and/or its components. Customer shall not sell, rent, lease or lend the Software and/or its components to any third party or use the Software to create own product or service used for detection, blocking or treating threats

3.6. Customer may not remove or alter any copyright notices or other proprietary notices of the Software, related documentation and materials.

3.7. 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 THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS T&C, 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.

3.8. If Customer violates any of its obligations hereof or License limitations stipulated in this T&C or other legally binding document concluded between Kaspersky and Customer, Kaspersky may stop Software delivery.

3.9. Kaspersky reserves the right at any time to improve the Software and/or its components (including without limitation content, format, delivery, update details, number of records, sources of intelligence and internal manuals).

3.10. Kaspersky reserves the right at any time to modify this T&C and to impose new or additional terms or conditions on the Software use. Such modifications will be effective immediately when incorporated into the T&C. Continued use of the Software by Customer will be deemed acceptance thereof.

3.11. No delay or omission by either party in exercising any right under this T&C 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 T&C 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 T&C may also be amended or modified by a written instrument executed by both the Customer and Kaspersky or by Kaspersky only as stipulated in clause 3.10.

3.12. All disputes arising out of or in connection with this T&C, including any question regarding its existence, validity or termination, shall be referred to and finally settled under the Rules of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this section. The number of arbitrators shall be three. The seat of arbitration shall be London, England. The procedural law of this place shall apply where the Rules are silent. The language to be used in the arbitration proceeding shall be English. The governing law of the Agreement shall be the substantive law of England and Wales.

This T&C shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns.

APPENDIX A

KASPERSKY LAB END USER LICENSE AGREEMENT

IMPORTANT LEGAL NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START USING THE SOFTWARE.

BY USING THE SOFTWARE YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THIS SOFTWARE AND DELETE THE SOFTWARE.

IF THE LICENSE CONTRACT IN ITS WRITTEN FORM OR THE LICENSE CERTIFICATE ACCOMPANIES THE SOFTWARE, THE TERMS OF THE SOFTWARE USE DEFINED IN THE LICENSE CONTRACT OR LICENSE CERTIFICATE PREVAILS OVER THE CURRENT END USER LICENSE AGREEMENT.

1. DEFINITIONS

- 1.1. Software means software and related materials.
- 1.2. Rightholder (owner of all rights, whether exclusive or otherwise to the Software) means Kaspersky Lab AO, a company incorporated according to the laws of the Russian Federation.
- 1.3. Computer(s) means hardware(s), including servers, personal computers, laptops, workstations, personal digital assistants, 'smart phones', hand-held devices, or other electronic devices for which the Software was designed where the Software will be installed and/or used.
- 1.4. End User (You/Your) means individual(s) installing or using the Software on his or her own behalf or who is legally using a copy of the Software; or, if the Software is being downloaded or installed on behalf of an organization, such as an employer. "You" further means the organization for which the Software is downloaded or installed and it is represented hereby that such organization has authorized the person 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.
- 1.5. Update(s) means all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance packs etc.
- 1.6. User Manual means user manual, administrator guide, reference book and related explanatory or other materials.

2. GRANT OF LICENSE

- 2.1. The Rightholder hereby grants You a non-exclusive license to store, load, install, execute, and display (to "use") the free of charge Software within the scope of functionality set forth in the User Manual or the Technical Support web-site, according to the terms and conditions of this Agreement (the "License") and you accept this License.
- 2.2. You have the right to make a copy of the Software 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 you lose the right to use the Software or when Your license expires or is terminated for any other reason according to the legislation in force in the country of your principal residence or in the country where You are using the Software.

3. TERM AND TERMINATION

- 3.1. The Software can be used perpetually.

3.2. Without prejudice to any other remedy in law or in equity that the Rightholder may have, in the event of any breach by You of any of the terms and conditions of this Agreement, the Rightholder shall at any time without notice to You be entitled to terminate this License.

4. TECHNICAL SUPPORT

4.1. Technical Support is provided to users of the commercial versions of Kaspersky URL Data Feeds Service for IBM QRadar in accordance with the license contract or license certificate.

5. LIMITATIONS

5.1. You shall not emulate, clone, rent, lend, lease, sell, modify, decompile, or reverse engineer the Software or disassemble or create derivative works based on the Software or any portion thereof with the sole exception of a non-waivable right granted to You by applicable legislation, and you shall not otherwise reduce any part of the Software to human readable form or transfer the licensed Software, or any subset of the licensed Software, nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Neither Software's binary code nor source code may be used or reverse engineered to re-create the program algorithm, which is proprietary. All rights not expressly granted herein are reserved by Rightholder and/or its suppliers, as applicable. Any such unauthorized use of the Software shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution against You.

5.2. You shall not transfer the rights to use the Software to any third party except.

5.3. You shall not rent, lease or lend the Software to any third party.

5.4. You shall not use the Software in the creation of data or software used for detection, blocking or treating threats described in the User Manual.

5.5. Violation of the intellectual rights to the Software shall result in civil, administrative or criminal liability in accordance with the law.

6. LIMITED WARRANTY AND DISCLAIMER

6.1. The Rightholder makes no guarantees that the Software is functionally operative.

6.2. THE SOFTWARE IS PROVIDED "AS IS" AND THE Rightholder 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 THE Rightholder 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 ASSUME ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE SOFTWARE, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, THE Rightholder MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET ANY OR ALL YOUR REQUIREMENTS WHETHER OR NOT DISCLOSED TO THE Rightholder.

7. EXCLUSION AND LIMITATION OF LIABILITY

7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE Rightholder OR ITS PARTNERS 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 THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS 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 THE RIGHTHOLDER OR ANY OF ITS PARTNERS, EVEN IF THE RIGHTHOLDER OR ANY PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW THEN ONLY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SHALL NOT APPLY TO YOU AND YOU CONTINUE TO BE BOUND BY ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

8. GNU AND OTHER THIRD-PARTY LICENSES

8.1. The Software may include some software programs that are licensed (or sublicensed) to the user under the GNU General Public License (GPL) or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open-Source Software"). If such licenses require that for any software, which is distributed to someone in an executable binary format, that the source code also be made available to those users, then the source code should be made available by sending the request to source@kaspersky.com or the source code is supplied with the Software. If any Open-Source Software licenses require that the Rightholder provide rights to use, copy or modify an Open-Source Software program that are broader than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions herein.

9. INTELLECTUAL PROPERTY OWNERSHIP

9.1. You agree that the Software and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Software, are proprietary intellectual property and/or the valuable trade secrets of the Rightholder or its partners and that the Rightholder and its partners, as applicable, are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the Russian Federation, European Union and the United States of America, as well as other countries and international treaties. This Agreement does not grant to You any rights to the intellectual property including any trademarks or service marks of the Rightholder and/or its partners ("Trademarks"). You may use the Trademarks only insofar as to identify printed output produced by the Software in accordance with accepted trademark practice, including identification of the Trademark owner's name. Such use of any Trademark does not give you any rights of ownership in that Trademark. The Rightholder and/or its partners own and retain all right, title, and interest in and to the Software, including without limitation any error corrections, enhancements, Updates or other modifications to the Software, whether made by the Rightholder or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement. All copies of the Software made hereunder must contain the same proprietary notices that appear on and in the Software. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Software and you acknowledge that the License granted under this Agreement only provides you with a right of limited use under the terms and conditions of this Agreement. Rightholder reserves all rights not expressly granted to you in this Agreement.

9.2. You acknowledge that the source code is proprietary to the Rightholder and constitutes trade secrets of the Rightholder. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software in any way.

9.3. You agree not to modify or alter the Software in any way. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Software.

10. GOVERNING LAW

10.1. This Agreement will be governed by and construed in accordance with the laws of the Russian Federation without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by International Commercial Arbitration Court at the Russian Federation Chamber of Commerce and Industry in Moscow, the Russian Federation. Any award rendered by the arbitrator shall be final and binding on the parties and any judgment on such arbitration award may be enforced in any court of competent jurisdiction. Nothing in this Section 10 shall prevent a Party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

11. PERIOD FOR BRINGING ACTIONS

11.1. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

12. ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER

12.1. This Agreement is the entire agreement between you and Rightholder and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Software or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Rightholder provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Rightholder's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

13. RIGHTHOLDER CONTACT INFORMATION

Should you have any questions concerning this Agreement, or if you desire to contact the Rightholder for any reason, please contact our Customer Service Department at:

AO Kaspersky Lab,
Olympia Park Business Center, Bldg. 2, 39A, Leningradskoe Shosse
Moscow, 125212, Russian Federation
E-mail: info@kaspersky.com
Web site: www.kaspersky.com