

## TERMS AND CONDITIONS

### KASPERSKY CLOUD SANDBOX

WHEREAS, the Customer, being a legal entity named in the corresponding order ("Customer") wishes to use the Kaspersky Cloud Sandbox ("Product") of AO Kaspersky Lab ("Kaspersky") and Kaspersky wishes to provide the Product to the Customer;

NOW THEREFORE, in consideration of the mutual covenants and promises in these Terms and Conditions ("T&C") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and by Customer purchasing access to the Product in accordance with the related ordering process and by clicking the appropriate button(s) 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 grant access to the Product in the manner and within the time period in accordance with this T&C and a separate agreement that may be entered into between Kaspersky and Customer, or between Customer and an authorized partner of Kaspersky ("Partner"). To the extent a separate agreement between Kaspersky or a Partner and Customer conflicts with any provisions of the T&C, such separate agreement shall prevail.

## 1. DESCRIPTION

### Background

It is not possible to prevent today's targeted attacks with traditional antivirus tools. Antivirus engines are capable to stop only known threats while sophisticated threat actors use all the means at their disposal to evade automatic detection.

The main focus for IT security specialists is faster detection capabilities ensuring rapid response to information security incidents.

Making an intelligent decision based on a file's behavior and at the same time analyzing the process memory is the most effective approach to understand targeted or any other modern threats.

Statistical data may lack the information on polymorphic threats whereas modern sandboxing technologies are powerful tools that allow to investigate the origin of the file sample, collect IOCs based on behavioral analysis and finally detect suspicious objects.

Kaspersky Cloud Sandbox has been developed directly out of our in-lab sandboxing complex, the technology that has been evolving for more than a decade. Its capabilities are based on the statistics of more than 20 years of continuous threat analysis making it almost a silver bullet for smarter and faster detection.

Software features:

- Advanced anti-evasion techniques, including automated randomization of various guest environment parameters to reduce execution evasion rates
- Advanced detection of APT, targeted and complex threats
- Analyzed metadata:
  - Loaded and run DLLs
  - Created mutexes
  - Modified and created registry keys
  - External connections with domain names and IP addresses
  - HTTP and DNS requests
  - Processes created by the sample

- Created, modified and deleted files
- Memory dumps and PCAP of network activity
- Screenshots and strings
- A human readable sandbox log

## Product Options

Product License (as defined below) may be purchased for 1, 2 or 3 years<sup>1</sup> and allows to submit a fixed number of files for behavioral analysis per day. The number of files available for daily submission depends on the Product option purchased by Customer.

Available options are as follows: from 10 to 4 999 queries per day<sup>2</sup>.

The Product option prices shall be 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.

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").

## 2. PROVISION OF PRODUCT

2.1. License. Kaspersky grants the Customer a non-exclusive, non-transferable limited license to access the Kaspersky threat database and software allowing to submit suspicious files for further analysis to Kaspersky, solely for Customer's internal business purposes and Customer accepts this license ("License").

2.2. Access to Product. The Product is provided by means of granting access to a web-based portal ("Portal"). Customer credentials and digital certificate for Portal access are delivered via encrypted email communication to the email address specified by Customer within five (5) working days from the date of the Certificate.

2.3. Term. The term of License equals the term of the relevant Product option indicated in the Certificate. This T&C shall commence on the effective date, which is the date of acceptance of this T&C by Customer.

2.4. Compensation. License fees and all applicable taxes payable are due within the period specified in an invoice provided to Customer by Kaspersky or a Partner.

2.5. Cooperation. Customer shall provide information as may be reasonably required by Kaspersky in order to permit Kaspersky to perform its obligations hereunder. Kaspersky will not be liable therefor if the required information is not provided to Kaspersky by the Customer or is inaccurate, and/or inadequate for provision of the Product.

2.6. Technical Support.

- ▶ Kaspersky shall provide Customer with Technical Support, which includes resolution of Customer problems related to the Product purchased and being utilized properly according to its intended use and in compliance with the documentation and technical specifications.
- ▶ Customer shall provide as much detailed information as possible to help Kaspersky Technical Support to achieve a resolution to the problem or to enable Kaspersky to correct any issues in the Product and/or further develop the Product as may be required by Kaspersky.

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<sup>1</sup> Subscription period may be additionally agreed between the parties

<sup>2</sup> Number of queries may be additionally agreed between the parties

2.7. Warranties. EXCEPT FOR KASPERSKY OBLIGATIONS STATED HEREBY THE PRODUCT 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 RESPONSIBILITY, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE PRODUCT TO ACHIEVE CUSTOMER INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. WITHOUT LIMITING THE FOREGOING PROVISIONS, KASPERSKY MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE PRODUCT 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 consents and agrees that the Product and the authorship, systems, ideas, methods of operation, documentation and other information contained in or relating to the Product are proprietary intellectual property and/or valuable trade secrets of Kaspersky or its Partners<sup>3</sup> 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 Product 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 Product, including without limitation any error corrections, enhancements, updates or other modifications to the Product, 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, or use of the Product does not transfer to the Customer any title to the intellectual property in the Product, and Customer will not acquire any rights to the Product except as expressly set forth in this T&C. All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this T&C does not grant the Customer any intellectual property rights in the Product and Customer acknowledges 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 PROPERTY RIGHTS TO THE PRODUCT SHALL RESULT IN CIVIL, ADMINISTRATIVE OR CRIMINAL LIABILITY IN ACCORDANCE WITH THE LAW.

### 3. PRODUCT USE

3.1. Customer may use the Product to protect its own infrastructure and its own employees only upon acceptance of this T&C and as long as the License remains in effect.

3.2. Customer acknowledges that Kaspersky provides the same or similar Product 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,

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<sup>3</sup> The End User Use Terms in relation to the products of Microsoft Corporation used in the Product are specified in Addendum #1 to this T&C.

market, and distribute any components that are substantially similar to components of the Product with similar or other structure, content and organization. Notwithstanding the preceding sentence, Kaspersky agrees that it will not market or distribute any Product components that include confidential information of the Customer.

3.3. Customer may not distribute, transfer or resell the Product and/or its components. Providing the Product and/or its components to third parties regardless of whether they are provided on a commercial or free basis is strictly prohibited and considered as significant harm to Kaspersky. In the event that Customer violates the restrictions indicated herein 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 such violation and Customer hereby agrees that payment of such compensation shall not be withheld.

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

3.5. Customer may not remove or alter any copyright notices or other proprietary notices of the Product, related documentation or materials.

3.6. Customer represents and warrants that the uploading of files while using the Product shall not include personally identifiable information or any other confidential information, and will not produce or deliver such information by including but not limited to downloading, saving, unpacking, decrypting or executing the submitted file(s). Any data that does not or may not meet the preceding requirement shall not be uploaded or otherwise provided to Kaspersky.

3.7. Customer consents and agrees that the uploaded files may be used by Kaspersky for:

- Automated identification of the threats posed and vulnerabilities used by the submitted file or associated files, domains, URLs and IP addresses;
- Automated execution of the submitted file and identification of its malicious behavior including but not limited to:
  - Analysis of the file commands, full or partial recovery of the work algorithm of the file and/or files created/downloaded/sent/modified/deleted by the submitted file;
  - Analysis of the network traffic sent/received by the submitted file and/or files created/downloaded/sent/modified/deleted by the submitted file;
  - Analysis of the OS objects created/modified/deleted by the submitted file and/or files created/downloaded/sent/modified/deleted by the submitted file.

3.8. Customer consents and agrees that the submitted file and files created during execution of the submitted file can be read, modified, deleted, and encrypted by the Product or Kaspersky.

3.9. Customer consents and agrees that Kaspersky reserves the right to store the submitted files on its servers for an unlimited period of time.

3.10. Customer acknowledges that Kaspersky reserves the right to store all the logs and related indicators of compromise generated by the file during its analysis in the Product for the purposes of Product error verifications and further improvement of the Product's functionality.

3.11. Customer acknowledges that Kaspersky collects the following types of information for the files submitted to Cloud Sandbox and provides access to that information to its users: hash of the specific file, hashes of the files created by the initial file after its execution, hashes for the files downloaded or sent by the initial file, URLs and IP addresses requested by the file after its execution

in the Product environment, file's submission date, and verdict for the file given by Kaspersky antivirus engine.

3.12. Customer understands that PCAP files are provided only for the purpose of giving Customer the ability to create customized data or programming code for the associated threat detection, isolation and mitigation. By downloading archives with PCAP files generated by the Product Customer confirms his acknowledgement that they may contain malicious code. Customer pledges to undertake all necessary measures while unpacking the archive and manipulating the file to avoid unauthorized malicious code activation, copying or harming third parties in any way.

3.13. Customer consents and agrees that the uploaded files with the information associated with the files' execution will be transferred and analyzed onto the servers of Kaspersky located in the Russian Federation.

3.14. 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 PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER PRODUCTS, INFORMATION, SERVICE AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, 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.

3.15. If Customer violates any of its obligations hereunder or License limitations stipulated in this T&C or other legally binding document entered into between Kaspersky or a Partner and Customer, Kaspersky may revoke the License and terminate the Customer's access to the Portal.

3.16. Customer shall have a compliant Microsoft Windows Client and Office product license for every Customer device running a Microsoft software application that indirectly benefits from the Product.

3.17. Kaspersky reserves the right at any time to improve the Product and/or its components.

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

3.19. 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 3.18.

3.20. 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





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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 this T&C 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.



## TERMS AND CONDITIONS REGARDING MICROSOFT PRODUCTS

This document (the "End User Use Terms") governs the use of Microsoft software, which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Microsoft Products") that is used in the Threat Management Software provided by AO Kaspersky Lab (hereinafter referred to as "Kaspersky"). Kaspersky does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of which Kaspersky must inform you. Your right to use the Microsoft Products as part of the Threat Management Software is subject to the terms of your agreement with Kaspersky, and to your understanding of, compliance with, and consent to the following terms and conditions, which Kaspersky does not have authority to vary, alter, or amend.

### 1. DEFINITIONS.

"Threat Management Software" means software that is provided by Kaspersky that uses Microsoft Products.

"End User" means an individual or legal entity that obtains Software from Kaspersky.

"Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

"Threat Management Software" means anti-malware software that Kaspersky provides to you, either delivered on an on-premise appliance or as a cloud solution, that runs, accesses, or otherwise interacts, directly or indirectly, with the Microsoft Products. If the Threat Management Software is delivered as a cloud Software or as a Solution (SaaS) application, Kaspersky must provide these from data center(s) through the Internet, a telephone network or a private network, on a rental or subscription basis, whether or not Kaspersky receives a fee.

**2. OWNERSHIP OF PRODUCTS.** The Microsoft Products are licensed to Kaspersky from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Microsoft Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Microsoft Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Products. The Microsoft Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Microsoft Products as part of the Threat Management Software does not transfer any ownership of the Microsoft Products or any intellectual property rights to you.

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**4. USE OF REDISTRIBUTION SOFTWARE.** In connection with the Threat Management Software provided to you by Kaspersky, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software") relating to the Microsoft Products. **YOU MAY NOT USE, MODIFY, COPY, INSTALL AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE.**

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**8. TERMINATION.** Without prejudice to any other rights, Kaspersky may terminate your rights to use the Microsoft Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Kaspersky or Kaspersky's agreement with Microsoft under which the Microsoft Products are licensed, you must stop using and/or accessing the Microsoft Products, and destroy all copies of the Microsoft Products and all of their component parts within thirty (30) days of the termination of your agreement with Kaspersky.

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**10. PRODUCT SUPPORT.** Any support for the Microsoft Products used by the Threat Management Software is provided to you by Kaspersky or a third party on Kaspersky's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.

**11. NOT FAULT TOLERANT.** The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Microsoft Products in any application or situation where the Microsoft Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").

**12. EXPORT RESTRICTIONS.** The Microsoft Products are subject to U.S. export jurisdiction. You must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

**13. LIABILITY FOR BREACH.** In addition to any liability you may have to Kaspersky, you agree that you will also be legally responsible directly to Microsoft for any breach of the terms and conditions in this End User Use Terms.

**INFORMATION DISCLOSURE.** You must permit Kaspersky to disclose any information requested by Microsoft under Kaspersky's agreement with you and the End User Use Terms. Microsoft will be an intended third party beneficiary of your agreement with Kaspersky and the End User Use Terms, with the right to enforce provisions thereof and to verify your compliance.