



TERMS AND CONDITIONS

THREAT DATA FEEDS

WHEREAS, the Customer named in the corresponding order ("Customer") desires to acquire the Kaspersky Threat Data Feeds ("Software" or "Product") and Kaspersky Lab ("Kaspersky Lab" or "Kaspersky") desires to deliver the Software for 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 the Software in accordance with the related ordering process and/or clicking the appropriate buttons if required by Kaspersky Lab 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 Lab agrees to deliver the Software in the manner and within the time period in accordance with purchase order ("Order"), this T&C and applicable agreement that can be whether direct agreement between Kaspersky Lab and Customer, or agreement concluded by the Customer with corresponding authorized partner of Kaspersky Lab ("Partner").

1. DESCRIPTION

Kaspersky Threat Data Feeds background

Malware families and variations have grown exponentially in recent years. Kaspersky Lab 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 easy 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 Software¹ 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. Connectors² with HP ArcSight, IBM QRadar & Splunk SIEM's are included.

Product Options:

▶ **Kaspersky Threat Data Feeds - IP Reputation**

- **IP Reputation Feeds** — a set of IP addresses with context covering suspicious and malicious hosts.

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

² Kaspersky Lab End User License Agreement set forth in the Appendix B

▶ **Kaspersky Threat Data Feeds – Malicious URLs**

- **Malicious URLs** — a set of URLs covering malicious links and websites. Masked and non-masked records are available.

▶ **Kaspersky Threat Data Feeds – Phishing URLs**

- **Phishing URLs** — a set of URLs covering phishing links and websites. Masked and non-masked records are available.

▶ **Kaspersky Threat Data Feeds – Botnet C&C URLs**

- **Botnet C&C URLs** — a set of URLs covering botnet C&C servers and related malicious objects.

▶ **Kaspersky Threat Data Feeds - URL Feeds**

- **Malicious URLs** — a set of URLs covering malicious links and websites. Masked and non-masked records are available.
- **Phishing URLs** — a set of URLs covering phishing links and websites. Masked and non-masked records are available.
- **Botnet C&C URLs** — a set of URLs covering botnet C&C servers and related malicious objects.

▶ **Kaspersky Threat Data Feeds - URL & Hash Feeds**

- **Malicious URLs** — a set of URLs covering malicious links and websites. Masked and non-masked records are available.
- **Phishing URLs** — a set of URLs covering phishing links and websites. Masked and non-masked records are available.
- **Botnet C&C URLs** — a set of URLs covering botnet C&C servers and related malicious objects.
- **Malware Hashes** — a set of file hashes and corresponding verdicts covering the most dangerous and prevalent malware delivered through the intelligence of KSN.
- **Mobile Malware Hashes** — a set of file hashes for detecting malicious objects that infect mobile Android and iPhone platforms

▶ **Kaspersky Threat Data Feeds - Mobile Threat Feeds**

- **P-SMS Trojan Feed** — a set of Trojan hashes with corresponding context for detecting SMS Trojans ringing up premium charges for mobile users as well as enabling an attacker to steal, delete and respond to SMS messages. (JSON)
- **Mobile Botnet C&C URLs** — a set of URLs with context covering mobile botnet C&C servers. (JSON)

▶ **Kaspersky Threat Data Feeds - URL & Hash & Mobile Threat & IP Reputation**

- **IP Reputation Feeds** — a set of IP addresses with context covering suspicious and malicious hosts. (JSON)
- **Malicious URLs** — a set of URLs covering malicious links and websites. Masked and non-masked records are available. (JSON)
- **Phishing URLs** — a set of URLs covering phishing links and websites. Masked and non-masked records are available. (JSON)
- **Botnet C&C URLs** — a set of URLs covering botnet C&C servers and related malicious objects. (JSON)
- **Malware Hashes** — a set of file hashes and corresponding verdicts covering the most dangerous and prevalent malware delivered through the intelligence of KSN. (JSON)
- **Mobile Malware Hashes** — a set of file hashes for detecting malicious objects that infect mobile Android and iPhone platforms (JSON)

▶ **Kaspersky Threat Data Feeds - URL & Hash & Mobile Threat & IP Reputation**

- **IP Reputation Feeds** — a set of IP addresses with context covering suspicious and malicious hosts. (JSON)
- **Malicious URLs** — a set of URLs covering malicious links and websites. Masked and non-masked records are available. (JSON)
- **Phishing URLs** — a set of URLs covering phishing links and websites. Masked and non-masked records are available. (JSON)
- **Botnet C&C URLs** — a set of URLs covering botnet C&C servers and related malicious objects. (JSON)
- **Malware Hashes** — a set of file hashes and corresponding verdicts covering the most dangerous and prevalent malware delivered through the intelligence of KSN. (JSON)
- **Mobile Malware Hashes** — a set of file hashes for detecting malicious objects that infect mobile Android and iPhone platforms (JSON)
- **P-SMS Trojan Feed** — a set of Trojan hashes with corresponding context for detecting SMS Trojans ringing up premium charges for mobile users as well as enabling an attacker to steal, delete and respond to SMS messages. (JSON)
- **Mobile Malware Hashes** — a set of file hashes for detecting malicious objects that infect mobile Android and iPhone platforms (JSON)

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

Kaspersky Lab provides Customer the Product option indicated in the Order in accordance with this T&C.

2. DELIVERY

2.1. License. Kaspersky Lab 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 Lab Ordering System Kaspersky Lab 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 Lab 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 Lab 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 Lab to perform its obligations hereunder. Kaspersky Lab will not be liable if information or materials provided to Kaspersky Lab by the Customer are unavailable, inaccurate, and/or inadequate for the Software delivery. Kaspersky Lab 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 Lab 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 Lab 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 Lab 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 Lab 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 Lab 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 Lab.

During the resolution of issues, Kaspersky Lab 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
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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 LAB OBLIGATIONS STATED HEREBY THE SOFTWARE IS PROVIDED "AS IS" AND KASPERSKY LAB 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 LAB 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 LAB 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 LAB.

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

3. SOFTWARE 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 Lab provides same or similar Products to other customers and that nothing in the T&C shall be construed to prevent Kaspersky Lab from carrying on such business. Customer acknowledges that Kaspersky Lab 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 Lab 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 Lab. In case if Customer violates restriction indicated hereof Kaspersky Lab 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 Lab 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 LAB 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 LAB, EVEN IF KASPERSKY LAB 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 Lab and Customer, Kaspersky Lab may stop Software delivery.

3.9. Kaspersky Lab 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 Lab 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 Lab or by Kaspersky Lab 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

KASPERSKY THREAT DATA FEEDS

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

Running the Software, clicking the button that confirms that You accept the License Agreement during installation, or entering the corresponding character(s), constitutes Your unconditional acceptance of the terms of this License Agreement. If You do not agree with the terms of this License Agreement, You must abort the installation of the Software and/or delete the Software.

AFTER CLICKING THE BUTTON THAT CONFIRMS YOUR ACCEPTANCE IN THE LICENSE AGREEMENT WINDOW OR AFTER ENTERING CORRESPONDING SYMBOL(S) YOU HAVE THE RIGHT TO USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF THERE IS A LICENSE CONTRACT IN ITS WRITTEN FORM OR A LICENSE CERTIFICATE ACCOMPANING 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 including any Updates and related materials.

1.2. **Rightholder** (owner of all rights, whether exclusive or otherwise to the Software) means AO Kaspersky Lab, a company incorporated according to the laws of the Russian Federation.

1.3. **Computer** — the operating system, virtual machine or hardware, including the workstation, mobile device or server for which the Software is intended and/or on which the Software is to be installed and/or used.

1.4. **Standard version of the Software** means free of charge version of the Software.

1.5. **Extended version of the Software** means version of the Software with functionality available only after activation.

1.6. **End User (You/Your)** means individual(s) installing or using the Software on their own behalf or who are 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 this 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.

1.7. **Partner(s)** means organizations or individual(s) who distribute the Software based on an agreement and license with the Rightholder.

1.8. **User Manual** means user manual, administrator guide, reference book and related explanatory or other materials.

1.9. **License Certificate** means a document that is given to the User which is accompanied by an activation code as well as further information about the license.

1.10. **The Web-Portal** means the Rightholder's web resource intended to manage the installed Software and the licenses acquired.

2. GRANT OF LICENSE

2.1. You are granted a non-exclusive license to:

- embed the Software into a software;
- distribute to end users copies of the Software in the products where this Software is embedded;

- reproduce the licensed software on a hard disk or compact disk or other media for purposes related to integrating the Software with the software.

2.2. You have the right to make a copy of the Software solely for backup purposes and only to replace the legally owned copy if this copy is lost, destroyed or becomes unusable. This backup 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.

2.3. The Software is intended to be used in the software of the user; distribution of the Software is permitted only as part of such software.

3. ACTIVATION AND TERM

3.1. The period of use of the Standard version of the Software is not limited by the Rightholder.

3.2. If the Software was acquired on a physical medium, the Extended version of the Software can be used, upon your acceptance of this Agreement, for the period that is specified on the package commencing upon acceptance of this Agreement.

3.3. If the Software was received/acquired via the Internet, the Extended version of the Software can be used, upon your acceptance of this Agreement, for the period that was specified during acquisition.

3.4. Where there is a License Certificate, the period of use of the Extended version of the Software is specified in the License Certificate.

3.5. If You received the Software from the Rightholder for evaluation purposes, the period of use of the Software is indicated in the relevant section of the Rightholder's website.

3.6. 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 to use the Software without refunding the purchase price or any part thereof.

4. TECHNICAL SUPPORT

4.1. The Technical Support is provided to You when the latest Update of the Software is installed (except for a trial version of the Software) in accordance with Technical Support rules. Technical support service and its rules are located at: support.kaspersky.com.

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.

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

5.4. Any use, reproduction, or distribution of the Software except in the manner specified in pt. 2 is prohibited.

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 guarantees the operation of the Software as described in the User Manual and, if supported versions of the Software are used, the installation by the User of all the latest updates for the Software, unless otherwise stipulated in the License Agreement. The list of supported versions is available at support.kaspersky.com.

6.2. You acknowledge, accept and agree that no software is error-free and You are advised to back up the Computer with the frequency and reliability suitable for You.

6.3. The Rightholder does not provide any guarantee that the Software will work correctly in case of violations of the terms described in the User Manual or in this Agreement.

6.4. 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 TO ACHIEVE YOUR INTENDED RESULTS, 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 OF 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.

YOU AGREE THAT IN THE EVENT THE Rightholder AND/OR ITS PARTNERS ARE FOUND LIABLE, THE LIABILITY OF THE Rightholder AND/OR ITS PARTNERS SHALL BE LIMITED BY THE COSTS OF THE SOFTWARE. IN NO CASE SHALL THE LIABILITY OF THE Rightholder AND/OR ITS PARTNERS EXCEED THE FEES PAID FOR THE SOFTWARE TO THE Rightholder OR THE PARTNER (AS MAY BE APPLICABLE).

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY CLAIM FOR DEATH AND PERSONAL INJURY. FURTHER IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW THEN ONLY THAT 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 these 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 could be found either supplied with the Software, or could be made available by sending a request to source@kaspersky.com. 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 these 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, as well as other countries and international treaties. This Agreement does not grant 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, as further defined herein, 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 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. Except as provided in Clauses 15.2 and 15.3 below, this Agreement shall be governed by and construed in accordance the laws specified below for the country or territory in which you obtained the Software, without reference to or application of conflicts of laws principles:

- a. Russia. If you obtained the Software in Russia, the laws of the Russian Federation.
- b. United States, Puerto Rico, American Samoa, Guam, and U.S. Virgin Islands. If you obtained the Software in the United States, Puerto Rico, American Samoa, Guam or the U.S. Virgin Islands, the laws of the Commonwealth of Massachusetts, USA, provided, however, that the laws of the U.S. state where you live will govern claims under state consumer protection, unfair competition, or similar laws. To the fullest extent permitted by law, the Rightholder and you expressly agree hereby to waive any right to a trial by jury.
- c. Canada. If you obtained the Software in Canada, the laws of the Province of Ontario.
- d. Mexico. If you obtained the Software in Mexico, the federal laws of the Republic of Mexico.
- e. European Union (EU). If you obtained the Software in a member country of the EU, the laws of England.
- f. Australia. If you obtained the Software in Australia, the laws of the State or Territory in which you obtained the license.
- g. Hong Kong Special Administrative Region (SAR) and Macau SAR. If you obtained the Software in Hong Kong SAR or Macau SAR, the laws of Hong Kong SAR.
- h. Taiwan. If you obtained the Software in Taiwan, the laws of Taiwan.
- i. Japan. If you obtained the Software in Japan, the laws of Japan.

- j. Any Other Country or Territory. If you choose to obtain the Software in another country, the substantive laws of the country where the purchase took place will be in effect.

10.2. Notwithstanding the foregoing, if the mandatory laws or public policy of any country or territory in which this Agreement is enforced or construed prohibit the application of the law specified herein, then the laws of such country or territory shall instead apply to the extent required by such mandatory laws or public policy. Similarly, if you are an individual consumer, the provisions of Clause 15.1 shall not affect any mandatory right you may have to take action in your country of residence under the laws of that country.

10.3. 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.

10.4. The End User is responsible for contacting only the Right Holder or their partners directly if having any problems with the product.

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 the 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, Bldg. 3, 39A, Leningradskoe Shosse
Moscow, 125212
Russian Federation
E-mail: info@kaspersky.com
Web site: www.kaspersky.com

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APPENDIX B

KASPERSKY LAB END USER LICENSE AGREEMENT

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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

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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 Threat Data Feeds in accordance with the license contract or license certificate.

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

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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.

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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.

14. 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:

Kaspersky Lab AO, Olympia Park Business Center, Bldg. 3, 39A, Leningradskoe Shosse
Moscow, 125212
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