

Kaspersky Anti Targeted Attack Platform END USER LICENSE AGREEMENT

KASPERSKY END USER LICENSE AGREEMENT ("LICENSE AGREEMENT").

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- Updates of the Software via the Internet when and as the Rightholder publishes them on its website or through other online services. Any Updates that you may receive become part of the Software and the terms and conditions of this Agreement apply to them;

- Technical Support via the Internet and Technical Support telephone hotline;

- Access to information and auxiliary resources of the Rightholder.

2.5. Functionality of the Software depends on the type of license being used, which is specified in the License Certificate and/or in the Separate Agreement, and corresponds to the description in the User Manual. Functionalities of the Software can be extended by obtaining additional licenses as described in the User Manual.

3. Activation and Term

3.1. If You modify Your computer or make changes to other vendors' software installed on it, You may be required by the Rightholder to repeat activation of the Software or license key file installation. The Rightholder reserves the right to use any means and verification procedures to verify the validity of the License and/or legality of a copy of the Software installed and/or used on Your computer.

3.2. You have the right to use a trial version of the Software as provided in Clause 2.1 without any charge for the single applicable evaluation period (30 days) from the time of the Software activation according to this Agreement *provided that* the trial version does not entitle You Updates and Technical support via the Internet and Technical support telephone hotline. If Rightholder sets another duration for the single applicable evaluation period You will be informed via notification.

3.3. Your License to Use the Software is limited to the period of time as specified in the License Certificate, the remaining period can be viewed via means described in the User Manual.

3.4. 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 without refunding the purchase price or any part thereof.

3.5. You agree that in using the Software and in using any report or information derived as a result of using this Software, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control and obscenity law.

3.6. Except as otherwise specifically provided herein, you may not transfer or assign any of the rights granted to you under this Agreement or any of your obligations pursuant hereto.

4. Technical Support

4.1. The Technical Support described in Clause 2.4 of this Agreement is provided to You when the latest Update of the Software is installed in accordance with Technical Support rules.

Technical support service and its rules are located at: <https://support.kaspersky.com>.

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5.1. Under this Section additional definitions are introduced:

Data Subject – means a natural person who is a representative of the End User and/or who uses the Software directly or indirectly, including a worker, contractor, employee, or client of the End User in respect of whom the data is transmitted and processed in the context of the End User's activities, including data which could be determined as personal data under the laws of some countries. Data Subject may also include any individual who communicates and transmits his or her data to the End User.

5.2. The Rightholder undertakes the processing of all data received from the End User in accordance with the License Agreement, in particular the provisions of Section 5 "Conditions regarding Data Processing," as well as in accordance with functionality of the Software that the End User may use, unless otherwise specified in a separate written agreement between the End User and the Rightholder or its Partners.

5.3. The End User is solely responsible for acquainting itself with the User Manual, particularly in regards to data processing, with the Rightholder's Privacy Policy, which describes data handling (<https://www.kaspersky.com/Products-and-Services-Privacy-Policy>) and independently determining whether they comply with the End User's requirements.

5.4. The End User must comply with laws that apply to use of the Software, including laws on confidential information, personal data, data protection. The End User is responsible for implementing and maintaining confidentiality and security measures in respect of data when using Software components that process data without the participation of the Rightholder. The End User must determine the appropriate technical and organizational measures for the protection and confidentiality of the data during use of such components of the Software in accordance with the End User's purposes (for example, generating reports).

5.5. In view of a clear determination of the respective responsibilities with respect to personal data of third parties, in particular natural persons, whose personal data is processed when the End User uses the Software, the Rightholder and the End User agree as follows:

The End User undertakes all necessary steps in order to enable the Data Subject to exercise his or her rights and to provide the Data Subject with the information required under applicable law, such as Article 13 and 14 of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") (if Data Subject is in the European Union), or other applicable laws on confidential information, personal data, data protection, or similar thereto.

5.6. During use of the Software, especially where the End User configures the Software to use the Kaspersky Security Network, the End User is fully responsible for ensuring that the processing of personal data of Data Subjects is lawful, particularly, within the meaning of Article 6 (1) (a) to (f) of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") (if Data Subject is in the European Union) or applicable laws on confidential information, personal data, data protection, or similar thereto.

5.7. In reference to the legal bases for data processing, in case that the End User wants to base the lawfulness of the processing on the consent of its Data Subjects, the End User must ensure that the consent which meets all requirements of the applicable laws, especially where the Data Subject is in the European Union and Article 6 (1) (a) GDPR applies, was given by each Data Subject of the End User prior to using the Software. The End User guarantees that consent of each Data Subject of the End User was obtained prior to the processing of personal data.

5.8. It is agreed between the Rightholder and End User that, in case of item 5.7 of this License Agreement, the End User is responsible for proving the existence of effective consent to the processing of personal data, especially according to Article 7 (1) GDPR where Data Subject is in the European Union. The End User guarantees that it is able to and will prove the existence of each Data Subject's consent at any time upon request by the Rightholder within 5 business days starting with the request of the Rightholder.

5.9. Furthermore, in case of item 5.7 of this License Agreement, the End User is obliged and has the full and sole responsibility to provide each individual Data Subject with all information required by applicable law to obtain consent, especially under Article 13 GDPR (if Data Subject is in the European Union), prior to using the Software. In particular, the End User is obliged to provide each Data Subject in the European Union, or where applicable law requires, with the Rightholder's Privacy Policy (<https://www.kaspersky.com/Products-and-Services-Privacy-Policy>) prior to using the Software.

5.10. **Where the Activation Code is used to activate the Software**, in order to verify legitimate use of the Software, the End User agrees to periodically provide the Rightholder the following information: list of agreements presented to the user by the Software; data compression type; device model; date and time on the user's device; operating system family; OS version, OS build number, OS update number, OS edition, extended information about the OS edition; unique device ID on Web-Portal; mobile carrier code; Software ID derived from the license; full version of the Software; unique device ID; Software ID; Software activation code; currently used Software activation code; set of IDs of Software that can be activated on the user's device; Software localization; Software installation ID (PCID); Software rebranding ID; type of the installed Software; size of the content of the request to Rightholder infrastructure; format of the data in the request to Rightholder's infrastructure; flag indicating whether the user has accepted the terms of the legal agreement while using the Software; type of legal agreement accepted by the user while using the Software; version of the legal agreement accepted by the user while using the Software; protocol ID; accessed IPv4 address of the web service.

The Rightholder can use such information also for gathering statistical information about the distribution and use of the Rightholder's Software.

By using the Activation Code, the End User gives its consent to automatically transmit the data specified in this Clause. In case the End User does not agree to provide this information to the Rightholder, the Key File should be used to activate the Software.

5.11. The End User shall be fully liable in relation to the Rightholder for any damage resulting from a breach of this License Agreement, in particular the End User's failure to obtain effective consent of Data Subject, where applicable, and/or from a failure to obtain sufficient effective consent and/or from the lack of proof and/or belated proof of effective consent of Data Subject and/or from any other violation of an obligation under this agreement.

5.12. The End User shall indemnify the Rightholder in relation to third parties from the claims arising from the failure of End User to fulfill obligations under Section 5 "Conditions regarding Data Processing" which third parties, especially the supervisory data protection authorities, assert against the Rightholder.

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6.5. 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.

6.6. Your key file can be blocked in case You breach any of the terms and conditions of this Agreement.

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

7. Limited Warranty and Disclaimer

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

7.3. 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.

7.4. The Rightholder does not guarantee that the Software will work correctly if You do not regularly download Updates specified in Clause 2.4 of this Agreement.

7.5. The Rightholder does not guarantee the availability of the functionality described in the User Manual after the expiration of the period specified in sections 3.2 and 3.3 of this License Agreement.

7.6. You acknowledge that the Software will be provisioned with Kaspersky standard settings applied by default and that it is Your sole responsibility to configure the Software to satisfy Your own requirements.

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10. Intellectual Property Ownership

10.1. 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 to You any rights to the intellectual property including any the 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.

10.2. 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.

11. Governing Law; Arbitration

11.1. 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 in the 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 11 shall prevent a Party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

12. Period for Bringing Actions

12.1. 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.

13. Entire Agreement; Severability; No Waiver

13.1. 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:

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