END USER LICENSE AGREEMENT for KASPERSKY ADAPTIVE ONLINE TRAINING

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

BY USING OR ACCESSING THE WEBSITE OF THE SOFTWARE, YOU CONFIRM IN A LEGALLY BINDING WAY THAT YOU AS THE ORGANIZATION FOR WHICH THE SOFTWARE IS PROVIDED HAVE AUTHORIZED THE NATURAL PERSON ACCEPTING THIS AGREEMENT TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF YOU. FURTHERMORE, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. **THIS ACTION IS AN INDICATION OF YOUR SIGNATURE AND YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.** IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU NEED TO STOP USING THE WEBSITE.

If there is a separate agreement entered into between Licensor (definition is provided in Clause 1.2) and Customer (definition is provided in Clause 1.3), or between Customer and the corresponding authorized distributor of the Licensor, to the extent the separate agreement (**"Separate Agreement"**) between Licensor or authorized distributor and Customer conflicts with any provisions of this Agreement, such Separate Agreement shall prevail.

1. **Definitions**.

1.1   **Software** means the products and/or services to which this Agreement accompanies, and specified in the Licensed Certificate, which may include hardware, hosting, software integration, technology outsourcing, instruction sets, and any related documentation.

1.2   **Licensor** means Kaspersky Lab Switzerland GmbH, a company that has all necessary rights in, including but not limited to intellectual property rights, to license the Software to Customer.

1.3   **Customer** means the individual or entity and its Affiliates that has executed this Agreement and ordered the Software from Licensor or its authorized distributors.

1.4   **Affiliate(s)** is defined as any entity which is directly or indirectly under the control of, controlled by, or under common control with Customer, with control being defined as ownership of more than fifty percent (50%) of the voting shares or other controlling interest.

1.5   **License Certificate** means a document that is given to the Customer upon the acceptance of its order and contains information about the license.

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

2. **License**.

2.1   Upon Licensor's acceptance of Customer order, Licensor hereby grants to Customer a limited, non-exclusive, non-transferable license ("License") to access and use the Software according to the terms and conditions of this Agreement. Additional restrictions on use of the Software shall be specified in the applicable License Certificate and/or in the Separate Agreement. Customer may use the Software in object code only, solely to train no more than the number of Customer's employees specified in the License Certificate.

2.2   The Licensed Certificate specifies the initial term of the License ("Initial Term"), the initial subscription fee for the Initial Term ("Initial Subscription Fee"), and the applicable payment terms. Customer, has the option, to renew the License to the Software for one or more additional one year terms (each a "Renewal Term") upon execution of an additional order of the Software. In the event Customer does not renew the License to the Software, Customer will not be able to use and access the Software.

2.3   Licensors and/or its suppliers, as applicable, shall retain all right, title and interest to the Software including all patents, copyrights, trademarks, trade secrets, and other proprietary rights thereto. Customers may not make copies of the Software. Customer will not, nor will Customer authorize any third party to, (i) modify, translate, localize, or create derivative works of the Software, (ii) distribute, sell, lend, rent, transfer, convey, decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying user interface techniques, or algorithms of the Software by any means whatsoever, for any purpose whatsoever, (iii) grant any sublicense, leases, or other rights in the Software to any third party, (iv) take any action that would cause the Software to be placed in the public domain, (v) remove or disable security features of the Software, (vi) remove trademark or copyright notices from Software, or (vii) use Software in violation of law.

3.   **Customer Obligations.**

3.1   Customer must comply with, and may not work around, any technical limitations in the Software as specified in the User Manual, and that it will comply with all applicable laws in connection with its use of the Software. Customer's access to the Software may be immediately terminated in the event that Licensor determines that Customer is not using the Software in compliance with the terms of the license.

3.2   Customer is obliged to secure that (i) all content provided by Customer, including but not limited to images, text, etc., does not infringe or otherwise violate third party rights and (ii) all necessary approvals from third parties in relation to the use thereof are obtained, if required.

3.3   Customer shall keep the credentials (e.g. usernames and passwords) provided by Licensor and/or chosen by Customer in connection with the use of the Software confidential and not disclose any such credentials to any third party. In addition, Customer shall notify Licensor immediately upon the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed. Licensor and/or its suppliers is not responsible for (i) Customer's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

3.4   Customer shall not provide to third parties or allow to third party access to an activation code or other codes used to access to Software, which are deemed confidential data of Licensor.

3.5   Customer shall indemnify, defend, and hold Licensor and its suppliers harmless against any and all losses, damages, claims, or liabilities of any nature that are threatened, brought against, or incurred by Licensor and/or its suppliers (including reasonable attorneys' fees) arising out of Customer's use of the Software.

4.   **Term and Termination.**

4.1   This Agreement shall remain in effect during the Initial Term specified in the License Certificate and for any Renewal Term as to which the Customer pays the then current Renewal Subscription Fee. In the event of a material breach of this Agreement by Customer, Licensor may immediately terminate this Agreement and the License to use all Software by written notice to Customer. For any other breach of this Agreement, Licensor will provide Customer with fifteen (15) days written notice of such breach and if Customer does not cure the breach within the fifteen (15) day notice period, Licensor may immediately terminate this Agreement. Upon any termination, Customer's right to use and access the Software shall be terminated.

5.   **Payment.**

5.1   License fees and all applicable taxes payable are due within the period specified in the invoice provided to Customer by Licensor or authorized distributor.

6.   **Trial Software.**

6.1   Customer may order trial version of the Software. Upon Licensor's acceptance of the order, Customer may use the Software for evaluation purposes and non-production purposes only. Customer has 30 days to use the Software as specified in this clause. If Licensor sets another duration for the applicable trial period, Customer will be informed prior to Customer providing credentials for use. If following the trial period, the decision is

made to not obtain the license for the commercial version of the Software, the Customer will cease using and will delete the trial version of the Software. Licensor does not provide technical support for the trial version of the Software.

7.   **Data Processing.**

7.1   Licensor processes data in accordance with the "Data Privacy Statement Kaspersky Adaptive Online Training" ("Privacy Statement"). The list of data and purposes of processing data are specified in the Privacy Statement.

8.   **Technical support.**

8.1   During the Initial Term of this Agreement, the Licensor provides to the Customer the Technical support service for the Software (except the trial version of the Software) in accordance with Technical Support rules. Technical support service and its rules are located at: https://support.kaspersky.com.

9.   **Confidentiality.**

9.1   Customer acknowledges that the Software, related documentation, and other confidential information that may be provided by Licensor and/or its suppliers or its authorized representative (collectively "Confidential Information") is confidential information of Licensor and/or its suppliers. Customer agrees not to disclose the Confidential Information to third parties or use the Confidential Information other than in connection with its License rights under this Agreement. Customer will use at least the same security measures as Customer uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the Confidential Information. Confidential Information shall not include information: (i) already in Customer's possession at the time of disclosure, (ii) that is or later becomes part of the public domain through no fault of Customer, or (iii) is required to be disclosed pursuant to law or court order provided that Customer shall notify Licensor prior to such required disclosure and assist Licensor in preventing or limiting such required disclosure.

9.2   Customer agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause Licensor irreparable harm and Licensor may obtain injunctive relief as well as seek all other remedies available to Licensor in law and in equity in the event of breach or threatened breach of such provisions.

10.   **Warranty.**

10.1   Licensor guarantees that the Software will substantially perform according to the specifications and descriptions set forth in the User Manual. This warranty will not apply if: (i) Software is not used in accordance with the written instructions and recommendations provided by Licensor, including other documentation; (ii) Software or any part thereof has been modified without the prior written consent of Licensor; (iii) the failure of Licensor to function in accordance with the specifications is caused by instabilities or other failures in the proper functioning of Customer's IT-environment or internet access outages, regardless of the cause.

10.2   CUSTOMER ACKNOWLEDGES THAT ACCESS TO THE SOFTWARE MAY BE DISRUPTED OR ACCESS TO THE SOFTWARE MAY BE UNAVAILABLE FOR REASONS BEYOND LICENSOR'S CONTROL, INCLUDING BUT NOT LIMITED TO ISSUES RELATED TO THE HOSTING ENVIRONMENT FOR THE SOFTWARE. LICENSOR DOES NOT GUARANTEE ACCESS TO THE SOFTWARE OR THAT THE SOFTWARE WILL PERFORM TO ANY PERFORMANCE REQUIREMENTS.

10.3   LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATED TO THE SOFTWARE AND ACCESS TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY WITH RESPECT TO THE DOCUMENTATION, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11.   **Limitation of Liability.**

11.1   IN NO EVENT SHALL LICENSOR OR ANY OF ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR DATA LOSS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S TOTAL LIABILITY RELATED TO THIS AGREEMENT, REGARDLESS OF THE CLAIM, SHALL NOT EXCEED THE AMOUNT OF THE INITIAL SUBSCRIPTION FEE RECEIVED BY LICENSOR FOR THE LICENSE GIVING RISE TO SUCH LIABILITY.

12.   **Notices**.

12.1   Any notice required or permitted to be made or given by either party pursuant to this Agreement shall be in writing and shall be deemed sufficiently made and given if sent to the other party, via certified or registered mail, or other express mail service, to the most recent known address of the party.

13.   **Governing Law**.

13.1   Except as provided in Clauses 13.2 and 13.3 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. United States, Puerto Rico, American Samoa, Guam, and U.S. Virginia 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 State 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 Licensor and you expressly agree hereby to waive any right to a trial by jury.

b. Canada. If you obtained the Software in Canada, the laws of the Province of Ontario.

c. Mexico. If you obtained the Software in Mexico, the federal laws of the Republic of Mexico.

d. European Union (EU). If you obtained the License Certificate in a member country of the EU, the laws of Germany.

e. Australia. If you obtained the Software in Australia, the laws of the State or Territory in which you obtained the license.

f. Hong Kong Special Administration Region (SAR) and Macau SAR. If you obtained the Software in Hong Kong SAR or Macau SAR, the laws of Hong Kong SAR.

g. Taiwan. If you obtained the Software in Taiwan, the laws of Taiwan.

h. Japan. If you obtained the Software in Japan, the laws of Japan.

i. Any Other Country or Territory. If you obtained the Software in any other country, the substantive laws of the country where the purchase took place would be in effect.

13.2   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 13.1 shall not affect any mandatory right you may have to take action in your country of residence under the laws of that country.

13.3   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.

13.4   Customer is responsible for contacting only the Licensor or their suppliers directly if having any problems with the Software.

13.5   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 Customer and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor'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.   Period for Bringing Actions.

14.1   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.

15.   Information about the Licensor.

Licensor contact information: Bahnhofstrasse 100, 8001 Zürich, Switzerland.