

## KASPERSKY THREAT LOOKUP SERVICE

WHEREAS, the Customer named in the corresponding order ("Customer") desires to acquire the Kaspersky Threat Lookup Service ("Threat Lookup" or "Service") of Kaspersky Lab ("Kaspersky Lab" or "Kaspersky") and Kaspersky Lab desires to render Service 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 the Service 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 render Service on subscription basis in the manner and within the time period in accordance with the Order for the Service placed within Kaspersky Lab Ordering System ("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. SERVICE DESCRIPTION

#### **Service Goal and Objectives**

Access to Kaspersky Threat Lookup provides reliable, immediate intelligence about cyber-threats, legitimate objects, their inter-connections and indicators, enriched with actionable context to inform Customer business or clients about the associated risks and implications. Now Customer can mitigate and respond to threats more effectively, defending against attacks even before they are launched.

Kaspersky Threat Lookup delivers all the knowledge acquired by Kaspersky Lab about cyber-threats and their relationships, brought together into a single, powerful web service. The goal is to provide Customer security teams with as much data as possible, preventing cyber-attacks before they impact Customer organization. The platform retrieves the latest detailed threat intelligence about URLs, domains, IP addresses, file hashes, threat names, statistical/behavior data, WHOIS/DNS data, etc. The result is global visibility of new and emerging threats, helping Customer to secure its organization and boosting incident response.

The goal of the service is to provide the Customer with the ability to search through the complete threat knowledge base of Kaspersky Lab to get the information on the Customer's existing indicators such as:

- IP addresses
- URLs
- Domains
- File hashes
- Threat names (known to Kaspersky Lab)

Kaspersky Threat Lookup also provides the information on the relationships between different indicators, which are known to Kaspersky Lab to streamline Customer's investigation and response procedures.

#### **Service Options**

Service is provided on the subscription basis and is limited by the fixed number of searches per day. Number of searches varies from 100 to 2 000 lookups per day. Subscription is available for 1, 2 and 3 years. Searches using the Third Party Products (definition given in the following sections) is limited to 10 000 requests per day.

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

## 2. SERVICE DELIVERY

2.1. Service Activation. Service execution starts within five (5) working days after the Order for the Service is placed within Kaspersky Lab Ordering System. The Customer is provided with the digital certificate and Customer credentials to access the Service.

2.2. Delivery. The Service is provided by means of granting access to Kaspersky Threat Lookup database at web-based portal ("Portal") or via RESTful API. Credentials for Portal access are delivered via encrypted email.

2.3. Use of Third Party Products. The user may access and use the Service by connecting via third-party applications and services ("Third Party Products"), as specified in the supporting documentation. The Rightholder shall not be liable for your use of Third Party Products. Such Third Party Products may be provided under separate licenses or agreements. In order to access and/or use any Third Party Products that you select for the purpose of accessing and/or using the Service, you must accept the provisions outlined by the owners of such Third Party Products.

You agree that the Rightholder shall not be liable for the security (confidentiality, integrity, accessibility) of data that you provide for Third Party Products. All data processing by a Third Party Product is governed exclusively by your agreement with the owner of the Third Party Product.

2.4. 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 shall terminate as soon as period of subscription to the Service is expired unless the initial term of the Service is extended or renewed by a new Order.

2.5. Compensation. The Service fee and payment details and order 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 Service have been fully accepted and acknowledged by Customer and Kaspersky Lab received a valid Order in respect of this Service. Customer hereby agrees to pay fees for Service in due order including all applicable taxes.

2.6. Cooperation. Customer shall provide the information as may be reasonably required in order to permit Kaspersky Lab to perform its obligations hereunder. Kaspersky Lab will not be liable if the information provided to Kaspersky Lab by the Customer are unavailable, inaccurate, and/or inadequate for providing the Service. 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.

### 2.7. Service Technical Support.

- Kaspersky shall provide Customer with Technical Support, which includes resolution of Customer problems related to the Service 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.

2.8. Warranties. Kaspersky Lab warrants that the Service will be provided by experienced, qualified personnel on a reasonable efforts basis consistent with reasonable industry standards in a professional and workmanlike manner, and further warrants that Kaspersky Lab has the required skills and experience to render the Services. EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICE IS PROVIDED TO THE CUSTOMER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. KASPERSKY LAB DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE RESULTS TO BE OBTAINED THEREFROM, OR AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WILL HAVE ANY LIABILITY IN TORT, CONTRACT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), OR PUNITIVE DAMAGES, ARISING OUT OF THIS T&C, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO CASE WILL THE LIABILITY OF EITHER PARTY EXCEED THE TOTAL CHARGES PAID BY THE CUSTOMER FOR THE SERVICE PROVIDED UNDER THIS T&C.

2.9. Confidentiality. By transferring the information while using the Service, Customer consents and agrees that the provided information does not contain personal information or any other confidential information. If Customer is confident or suspect that the provided information may contain personal information or confidential information, Customer must not provide it.

2.10. Any pre-existing proprietary or Confidential Information of Kaspersky Lab used to render the Services, or included into the results or deliverables of the Service provision, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, shall remain Kaspersky Lab exclusive property.

### 3. SERVICE USE

3.1. Customer may use the Service only upon execution of this T&C.

3.2. Customer may not distribute, transfer or resell information delivered during the Service provision (including any content resulting from, associated with and obtained through the Service and internal manuals). Customer may use the Service and any results of Service including without limitation deliverables, materials documentation related to the Service only for internal use purposes to protect its own infrastructure and its own employees. Providing of any above indicated results of the Service or derived information obtained through the Service provision to the third parties regardless of whether they are provided on commercial or free basis including creating one's own products or services, which use information mentioned above, 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.

3.3. Customer acknowledges that Kaspersky Lab provides various services same or similar to the Service 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 deliverables that is substantially similar to deliverables of the Service including without limitation APT Intelligence Reporting with similar structure, content and organization. Notwithstanding the preceding sentence, Kaspersky Lab agrees that it will not market or distribute any deliverables that include confidential information of Customer.

3.4. Customer agrees that the Service and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Service or related to rendering of Services, are proprietary intellectual property and/or the valuable trade secrets of Kaspersky Lab and that Kaspersky Lab, as applicable, is 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 T&C does not grant to the Customer any rights to the intellectual property including any trademarks or service marks of Kaspersky Lab (“Trademarks”). Customer may use the Trademarks only insofar as to identify printed output produced by the Service 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 owns and retains all right, title, and interest in and to the Service, including without limitation any error corrections, enhancements, Updates or other modifications to the Service, 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 use of the Service does not transfer to the Customer any title to the intellectual property in the Service. Except as stated herein, this T&C does not grant the Customer any intellectual property rights included into the results or deliverables of the Service. Kaspersky Lab reserves all rights not expressly granted to the Customer in this T&C.

3.5. Violation of Kaspersky Lab intellectual property rights related to the Service shall result in civil, administrative or criminal liability in accordance with the law.

3.6. Customer may not remove or alter any copyright notices or other proprietary notices on Service deliverables, related documentation and materials.

3.7. Customer has the right to keep Service deliverables related documentation and materials.

3.8. Kaspersky Lab reserves the right to improve the Service by changing its components (including without limitation content, format, delivery, update details, number of records, sources of intelligence and internal manuals).

3.9. EXCEPT FOR KASPERSKY LAB OBLIGATIONS STATED HEREBY THE SERVICE 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 MAKES 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, NONINFRINGEMENT 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 SERVICE, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SERVICE. WITHOUT LIMITING THE FOREGOING PROVISIONS, KASPERSKY LAB MAKES NO

REPRESENTATION AND GIVES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SERVICE WILL MEET ANY OR ALL CUSTOMER REQUIREMENTS WHETHER OR NOT DISCLOSED TO KASPERSKY LAB.

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

3.11. If Customer violates any of its obligations hereof or Service limitations stipulated in this T&C or other legally binding document concluded between Kaspersky Lab and Customer, Kaspersky Lab may stop rendering of Service or deliver the Service with limited scope.

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

3.13. 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 3.14.

3.14. 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.