

## **APPENDIX C. LICENSE AGREEMENT**

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1.1.7 You shall not provide the activation code or license key file to third parties or allow third parties access to the activation code or license key. The activation code and license key are confidential data. 1.1.8 Kaspersky Lab may ask User to install the latest version of the Software (the latest version and the latest maintenance pack). 1.1.9 You shall not use this Software in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, any other data or code for detecting malicious code or data. 2. *Support.*

(i) Kaspersky Lab will provide you with the support services ("Support Services") as defined below for a period, specified in the License Key File and indicated in the "Service" window, since the moment of activation on:

(a) payment of its then current support charge, and: (b) successful completion of the Support Services Subscription Form as provided to you with this Agreement or as available on the Kaspersky Lab website, which will require you to enter activation code which will have been provided to you by Kaspersky Lab with this Agreement. It shall be at the absolute discretion of Kaspersky Lab whether or not you have satisfied this condition for the provision of Support Services. Support Services shall become available after Software activation. Kaspersky Lab's technical support service is also entitled to demand from the End User additional registration for identifier awarding for Support Services rendering. Until Software activation and/or obtaining of the End User identifier (Customer ID) technical support service renders only assistance in Software activation and registration of the End User.

(ii) By completion of the Support Services Subscription Form you consent to the terms of the Kaspersky Lab Privacy Policy, which is deposited on [www.kaspersky.com/privacy](http://www.kaspersky.com/privacy), and you explicitly consent to the transfer of data to other countries outside your own as set out in the Privacy Policy.

(iii) Support Services will terminate unless renewed annually by payment of the then-current annual support charge and by successful completion of the Support Services Subscription Form again.

(iv) "Support Services" means:

- (a) Hourly updates of the anti-virus database;
- (b) Updates of network attacks database;

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(c) Updates of anti-spam database;

(d) Free software updates, including version upgrades;

(e) Technical support via Internet and hot phone-line provided by Vendor and/or Reseller;

(f) Virus detection and disinfection updates in 24-hours period.

(v) Support Services are provided only if and when you have the latest version of the Software (including maintenance packs) as available on the official Kaspersky Lab website ([www.kaspersky.com](http://www.kaspersky.com)) installed on your computer.

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(iv) Your sole remedy and the entire liability of Kaspersky Lab for breach of the warranty at paragraph (i) will be at Kaspersky Lab option, to repair, replace or refund of the Software if reported to Kaspersky Lab or its

*Appendix C 327* designee during the warranty period. You shall provide all information as may be reasonably necessary to assist the Supplier in resolving the defective item. (v) The warranty in (i) shall not apply if you (a) make or cause to be made any modifications to this Software without the consent of Kaspersky Lab, (b) use the Software in a manner for which it was not intended, or (c) use the Software other than as permitted under this Agreement. (vi) The warranties and conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Software or the Documentation which might but for this paragraph (vi) have effect between the Kaspersky Lab and you or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care). **6. Limitation of Liability.** (i) Nothing in this

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*328 Kaspersky Internet Security 7.0* (iii) Subject to paragraph (i), the liability of Kaspersky Lab (whether in contract, tort, restitution or otherwise) arising out of or in connection with the supply of the Software shall in no circumstances exceed a sum equal to the amount equally paid by you for the Software. 7. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all and any prior understandings, undertakings and promises between you and Kaspersky Lab, whether oral or in writing, which have been given or may be implied from anything written or said in negotiations between us or our representatives prior to this Agreement and all prior agreements between the parties relating to the matters aforesaid shall cease to have effect as from the Effective Date.

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