

END-USER LICENSE AGREEMENT - PANDA MOBILE SECURITY

Please read the following License Agreement carefully before using this program. By accepting the Agreement, you are agreeing to become the user or licensee and expressing your complete acceptance of all the terms and conditions of this License Agreement. If you do not accept the terms of the Agreement, do not install the program. Similarly, use of the program implies your acceptance to be bound by the terms and conditions of this License Agreement.

This License Agreement represents the entire agreement between the licensee and PANDA SECURITY, S.L. (hereinafter PANDA) with respect to the subject matter hereof. Similarly, and where permissible under applicable legislation, the terms and conditions of the present License Agreement shall take precedence over any communication or advertising material in the event that such material contradicts any of said terms and conditions or where such material predates this License Agreement.

The acceptance of the terms and conditions of this License Agreement does not confer any rights of ownership not specified in this Agreement over the program belonging to PANDA or its Software Suppliers.

1.- LICENSE GRANT.- By means of the present Agreement, PANDA grants the licensee a limited, non-exclusive and non-transferable license and right to use this program, during the period contracted, under the terms and conditions established herein.

In the case of evaluation versions, the licensee may only use this version for the period indicated by PANDA. Written permission must be granted by PANDA in order to extend this period. Notwithstanding the terms of the License Agreement, PANDA shall not offer any guarantee with respect to evaluation versions of the program, which, in respect to the present Agreement, are delivered "as is".

Promotional versions of the product may only be installed one time only and on no more than one device. Similarly, no more than one promotional version of the same product may be installed on a device at any one time.

In the case of subscription versions, if the monthly or periodic subscription fees are not paid, or when the subscription period has expired, the licensee will lose the rights to access the services associated with the program.

This license agreement grants the licensee the right to use the program in as many devices as licenses bought. In the case of products with multiple licenses, the service period shall commence for all licenses from the moment that the first one is activated.

2.- INTELLECTUAL PROPERTY.- This program, as well as any corresponding documentation or information, is the exclusive property of PANDA and/or its Software Suppliers. PANDA or its Software Suppliers own all intellectual property rights and copyrights pertaining to the programs, documentation or any other work, program or product given to the licensee by PANDA as part of this Agreement.

3.-MODIFICATIONS TO PRODUCTS AND SERVICES.- The licensee acknowledges and accepts that during the contracted period, and in order that PANDA

products adapt to technological advances and improve accordingly, PANDA may cease to develop the program or product contracted by the licensee in favor of others. In such circumstances, the licensee may choose another program or product in accordance with PANDA's product migration policy. In this event, the licensee agrees to accept the conditions of such policy and adapt his/her computer accordingly should it be necessary. Migration to the new program or product may or not be free of charge depending on the resources that PANDA has dedicated to the research and development of the new programs or products and the extent to which they differ from the programs or products replaced.

The licensee also accepts that during the contracted period, PANDA may change or modify the services in order to adapt to the aforementioned technological advances.

The licensee agrees to accept these changes without demanding any compensation whatsoever. PANDA shall notify the licensee of any such changes.

Similarly, when the contracted period has elapsed, in cases of product and service renewal, the licensee is aware that the services and/or characteristics of the program or product may have been modified to adapt to technological advances, and that therefore he/she would have to change to a new version, program or product according to the policy established by PANDA.

If the licensee changes to a new version or new PANDA program or product to update a previous version, the updated version, program or product is the only one he/she has the right to use, accepting exclusively the terms and conditions applicable to all documentation, material and specifications corresponding to the new version, program or product. The licensee is obliged in such cases to delete any material corresponding to the previous version.

By accepting this License Agreement, the licensee accepts all such modifications to the services and characteristics of the program. Please check all such modifications before accepting this License Agreement.

4.- DEVICE LOCATION SERVICE.- The product includes technologies that allow the licensee to find the approximate location of his/her device via GPS and Google Maps. For this purpose, PANDA obtains the geographical coordinates of the licensee's device, under his/her request, and sends them to Google Maps to display the location of the device. PANDA shall use this information solely for the purpose of providing the service to the licensee and, in any event, the collection and use of said coordinates shall take place as established in PANDA's Privacy Policy. The licensee can access the Privacy Policy at:
<http://www.pandasecurity.com/spain/enterprise/media/legal-notice/#e10>

5.- LIMITED WARRANTY.- PANDA guarantees that the program will fulfill its principal designed functions in accordance with the documentation and/or the Help file that accompany the program for ninety days (90) from the date of reception against any manufacturing or operating defect, without prejudice to any applicable consumer protection legislation. During this period, and provided the licensee has activated the services where applicable, PANDA shall offer the following limited warranty, which represents the maximum guarantee that PANDA offers the licensee with respect to any defects in the program, product or documentation covered

by the present License Agreement. PANDA guarantees to repair or replace the files downloaded via the Internet should they be defective or prevent the functioning of the program.

6.- DISCLAIMER.- This warranty does not cover lost, stolen or accidentally damaged material, or material improperly used or modified without authorization or which is faulty due to causes attributable to the licensee or third-parties other than PANDA. PANDA shall not be held responsible for faults in the functionality of the licensed program caused by external technical equipment. Furthermore, PANDA informs the licensee that it shall not be held responsible for any activities carried out by third parties other than PANDA at the licensee's request, instead of PANDA's own Technical Support Service.

PANDA shall not be held responsible by any person or entity regarding any damage or loss allegedly caused by the use or inability to use the program or product, either directly or indirectly, including (but not limited to) business interruptions, monetary loss or loss of anticipated income as a result of the use of the program. In particular, PANDA shall not be liable for any loss of data, files or information, or, in general, any damage or loss arising from, either directly or indirectly, the proper or improper use of the product by the licensee or any other third party with regard to the Anti-Theft feature that allows the user to, among other things, remotely erase the data stored on his/her device.

The program is provided as is, and no claims shall be accepted concerning failure to fulfill presumed functions, other than those expressly indicated in Clause Four. PANDA does not guarantee that the Software is error free, nor that it will function without interruption. The licensee knows and accepts, under his/her own responsibility, that due to the modifications that viruses cause in files they infect, it is possible that the disinfection process could produce unforeseen changes to these files.

The licensee is responsible for the use of the program by others. The licensee accepts responsibility for any losses and/or damages and costs arising from any incompatibility between this program or updates thereof and any third-party software that the licensee has installed on his/her computer as well as any other problems that may arise due to the interaction between both programs, or for code strings that coincide.

Notwithstanding the terms of this License Agreement, under no circumstances shall PANDA be liable for any damages greater than the fee paid by the licensee for the program, regardless of whether the licensee has informed PANDA of the possibility of such damages.

7.- HIGH RISK ENVIRONMENTS.- This program has not been designed for and is not intended for use in hazardous environments requiring fail-safe (fault-tolerant) performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons or defense systems, life support systems or any other context in which the failure of any software could lead directly to death, personal injury or severe damage to property or the environment. PANDA specifically disclaims any express or implicit guarantee of the program's suitability for these types of activities.

8.- TRANSFER RESTRICTIONS AND TERMINATION. The licensee may not license, sublicense, distribute, loan or transfer the program in any form without prior written consent from PANDA. Upon termination or expiry of the present License Agreement, the licensee shall cease to use the program immediately and destroy all copies or return them to PANDA.

9.- OTHER RESTRICTIONS. This program is delivered via the Internet. The program may only be used on the licensee's own device(s). It may not be used on devices that are not his/her property, nor may it be lent, rented, leased, given away, donated or transferred to another user.

The licensee may not transfer the rights granted by means of this License Agreement. It is not permitted to decompile, reverse-engineer or disassemble wholly or partially this program.

The licensee may not make any alterations, either wholly or partially, to the software, services and/or any other documentation or material included with the product.

10.- JURISDICTION.- The present License Agreement is governed by Spanish law and in the event of any doubt or disagreement about its interpretation or effects, the only competent authority will be the Bilbao Courts of Justice. Both parties expressly renounce any other jurisdiction that may correspond to them.

11.- GENERAL- The licensee authorizes PANDA personnel to visit him/her in order to verify that the conditions of this license are met.

The licensee knows and accepts that PANDA may take legal proceedings should him/her not abide by the terms of this License Agreement. PANDA reserves the right to terminate the present License Agreement automatically without prior notice should the licensee fail to comply with any of the terms and conditions of the present Agreement.

If any provision in this License Agreement is against the law, that provision will be considered void, without affecting the totality of the Agreement or implying that the Agreement is void.

PANDA expressly reserves all other rights it may have and that are not herein granted to the licensee.

SPECIFIC CLAUSES FOR FREE SOFTWARE.

The licensed software includes free software subject to the Apache License, a free software license written by the Apache Software Foundation (<http://www.apache.org/>). More specifically, the following libraries:

- Holographlibrary: <https://bitbucket.org/danielnadeau/holographlibrary>
Copyright 2013 Daniel Nadeau
- NineOldAndroids: <http://nineoldandroids.com/> Copyright 2012 Jake Wharton
- DiskLRUCache 1.3.1: <http://jakewharton.com/disklrucache/> Copyright 2012 Jake Wharton. Copyright 2011 The Android Open Source Project

The software is provided "as is", and no claims shall be accepted concerning failure to fulfill presumed functions. Additionally, no

liability shall be accepted for any direct, indirect or incidental damages (including, but not limited to, procurement of substitute goods or services, loss of data or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability or tort, arising in any way out of the use of this software, even if advised of the possibility of such damage

This product uses the Google Maps Android API, which in turn includes software from The Android Open Source Project Copyright (c) 2005-2008, The Android Open Source Project licensed under the Apache License, Version 2.0 (the "License"); the licensee may not use this file except in compliance with the License. Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "as is" basis, without warranties or conditions of any kind, either express or implied. The licensee may see the terms of the License Apache License Version 2.0, January 2004, at <http://www.apache.org/licenses/>.

Panda Security, S.L.
Santiago de Compostela, 12, 1º.
48003 Bilbao, Spain

Tel. +34 94 425 11 00
Fax: + 34 94 424 46 97

Email address: info@es.pandasecurity.com
(c) Panda Security 2016