

END-USER LICENSE AGREEMENT

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- Multiple home user computers (for private use).
- Computers (unlimited in number) belonging to non-governmental organizations and other non-profit-making organizations.
- Computers (unlimited in number) belonging to state-owned schools not engaged in profit-making activities.

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B) If the licensee contracts any other product, this License Agreement will grant the right to use the program for the period contracted on as many computers and/or servers as licenses contracted.

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

An OEM version can only be sold with hardware according to the requirements defined by PANDA. Consequently, PANDA reserves the right to disable or block OEM versions should it detect that these requirements have not been complied with.

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In network environments, licenses must be acquired for the maximum number of computers connected to the servers, or maximum number of users connected to each server. This number may not exceed the number of licenses contracted.

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PANDA authorizes the use of its programs and products in comparative reviews provided that these are objective and carried out in good faith and in accordance with

accepted or customary industry practices. These reviews may only be carried out using the latest versions of the programs and products concerned.

3.- BACKUP COPY. This License Agreement authorizes the creation of only one backup copy of the contents of the CD-ROM, USB flash drive or files downloaded from the Internet, provided that such copy contains all software property rights notices.

4.- 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 any modifications to the services and/or characteristics of the program compared to a previous version of the program or its services. Please check all such modifications before accepting this License Agreement.

5.- DATA COLLECTION TECHNOLOGY.- PANDA informs the licensee that in certain programs or products it may use data collection technology to collect technical information (including suspicious files) to improve the programs or products, to provide associated services, to adapt them to user preferences and to prevent the unlicensed or illegal use of the program or product. The licensee accepts that PANDA may use such information as part of the services provided in relation to the program or product. The

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Similarly, for the purpose of contracting and using the program, the licensee may have to give PANDA certain personal data. The licensee is hereby informed and gives consent to the processing of his/her personal data, which is facilitated to PANDA as a consequence of the contracting and use of the program, in order to access information or services provided by PANDA or to maintain the contractual relationship or to send marketing information by any means including electronically. PANDA informs the licensee that it will treat such personal data in accordance with current applicable legislation and as established in its Privacy Policy. The licensee can access the Privacy Policy at: <http://www.pandasecurity.com/spain/enterprise/media/legal-notice/#e10>

As part of the service, the product provides the IP address and name of the licensee's computer in order to allow monitoring of licenses and in order to check and detect possible incidents related with the product and its use. The licensee acknowledges and authorizes processing of this IP address by PANDA.

6.- DEVICE LOCATION SERVICE.- The product may include 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 uses 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 said Privacy Policy at: <http://www.pandasecurity.com/spain/enterprise/media/legal-notice/#e10>

7.- MANAGEMENT OF POTENTIALLY UNWANTED PROGRAMS (PUP)

The product includes a feature to classify and manage PUPs. The use of this product implies acceptance by the end user of the service, and of Panda Security's PUP classification and management criteria. Programs classified by the product as PUP will be directly moved to the quarantine folder on the user's computer, notifying the user of this action. The user may restore these programs at any time and add them to his/her own custom whitelist if he/she wants to run them on his/her computer. The user may also disable the PUP classification feature through the product settings.

8.- LIMITED WARRANTY.-

A) If the licensee contracts the product Panda Free Antivirus, as this is a free program, PANDA offers no warranties, without prejudice to applicable consumer legislation in each corresponding state or jurisdiction. PANDA does however undertake to make any reasonable effort to correct errors that can be reproduced in the principal designed functions of the program.

B) If the licensee contracts any other product, 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 receipt 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 the licensee the repair or substitution of any defective optical media that do not permit the program to work, as well as any defective printed material. This limited repair or replacement warranty applies to files downloaded via the Internet if the program has been delivered in this way. Should defective optical media or printed material need to be substituted, the licensee must submit them to PANDA. In no case will there be a substitution without the previous return by the licensee of the original printed material or optical media. This last requirement shall not be necessary in the case of the printed documentation that accompanies programs delivered via the Internet.

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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

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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.

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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.

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14.- 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 adhere to 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.

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15.- PANDA SECURITY TOOLBAR END-USER LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY.

ONCE INSTALLED, AND WHENEVER POSSIBLE BASED ON THE PRODUCT, THE "Panda Security Toolbar" SOFTWARE PLUG-IN (the "Toolbar") WILL AUTOMATICALLY LAUNCH EVERY TIME YOU EXECUTE THE MICROSOFT INTERNET EXPLORER AND/OR MOZILLA FIREFOX BROWSER PROGRAMS. BEFORE YOU CAN USE THE TOOLBAR HOWEVER, YOU MUST ACCEPT THE FOLLOWING AGREEMENT (the "Agreement").

If you agree to the following Agreement between you (the user) and Panda Security, S.L. (the "LICENSOR"), you will be granted the following limited rights to install and use the Toolbar:

A. You may use the Toolbar for personal use, on a single computer per legitimate copy which you download from the LICENSOR. If you wish to use the Toolbar for commercial use or if you wish to redistribute the Toolbar to others, you will require the prior express written authorization of the LICENSOR;

B. You may not otherwise reproduce, distribute, transmit, print or transfer information related to the Toolbar.

PRIVACY NOTICE:

BY PROCEEDING TO INSTALL THE TOOLBAR, YOU ACKNOWLEDGE AND ACCEPT THAT, UPON INSTALLATION, THE TOOLBAR MAY MODIFY THE SETTINGS OF YOUR BROWSER CONCERNING THE "DNS ERROR PAGE", "ERROR 404 PAGE", "ADDRESS BAR SEARCH", "NEW TAB" AND "DEFAULT BROWSER SEARCH". FURTHERMORE, ONCE INSTALLED, THE TOOLBAR MAY COMMUNICATE CERTAIN BASIC USAGE INFORMATION TO THE LICENSOR AND/OR VISICOM MEDIA, Inc. ("VISICOM") VIA ("APPLICATIONSTAT.COM") TO HELP THE LICENSOR COMPILE GLOBAL STATISTICS CONCERNING USAGE OF THE TOOLBAR BY USERS (for example concerning the number of installations and unique users, the number of clicks which the Toolbar receives, the number of searches performed by users, etc.). Such statistical information will not include any personally identifiable information regarding users.

UNINSTALL:

You may uninstall this tool at any time and with no limitations, either by using the uninstaller provided with the software (as the case may be), or by using the standard uninstall procedures offered with your computer's operating system or Web browser.

To uninstall the Toolbar directly from the Toolbar itself, click the settings menu (denoted by a Wrench icon) located on the right of the Toolbar and select "Uninstall". This will take you to a Web page where you will be able to uninstall the Toolbar and leave your comments about the reasons for uninstalling it. To uninstall the Toolbar using your computer's operating system, open your computer's control panel, and select

“Programs and Features” or “Add or Remove Programs” depending on your operating system. Find "Panda Security Toolbar" in the list of installed programs, and click on it to begin the uninstall process.

Personally Identifiable Information (PII):

The Toolbar does collect the user's IP address. The purpose of collecting this data is to enable proper geographic localization. For example, the weather feature present on the Toolbar uses this IP address to generate the current weather based on the user's current location. While the IP address is stored for backup purposes, the LICENSOR does not use this information for any other purpose. Other than the IP address, no other personally identifiable information is collected.

EVEN IF YOU ACCEPT THIS AGREEMENT, IT IS STRICTLY PROHIBITED TO:

A. Modify the Toolbar, whether in part or in its entirety;

B. Decompile or reverse engineer the Toolbar.

SHOULD YOU FAIL TO COMPLY WITH ANY OF THE ABOVE, YOUR RIGHT TO USE THE TOOLBAR WILL BE AUTOMATICALLY TERMINATED. THIS TERMINATION WILL BE IN ADDITION TO ANY CRIMINAL, CIVIL OR OTHER REMEDIES WHICH VISICOM OR THE LICENSOR MAY SEEK. THE USER MAY CANCEL HIS/HER LICENSE TO USE THE TOOLBAR BY UNINSTALLING AND DESTROYING OR ERASING ALL COPIES OF THE TOOLBAR UNDER HIS/HER CONTROL.

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16.- SPECIFIC CLAUSES FOR FREE SOFTWARE.

The product includes a utility to boot systems with Panda Cloud Cleaner, based on the Tiny Core Linux project. For more information about this project, refer to: <http://distro.ibiblio.org/tinycorelinux/>. For more information about the project version used to develop said repair utility, refer to <http://distro.ibiblio.org/tinycorelinux/3.x/release/>. This is a free software project subject to the General Public License (GPL) “GNU General Public License” version 2.

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