

END-USER LICENSE AGREEMENT – PANDA CLOUD PROTECTION

The global security solution Panda Cloud Protection includes the security solution Panda Cloud Office Protection and at least one of the following security solutions: Panda Cloud Email Protection and/or Panda Cloud Internet Protection. The end user license agreements and terms and conditions for each of these security solutions are included hereafter.

At least one of the web consoles used by the global security solution Panda Cloud Protection (hereinafter referred to as “the website”) uses Google Analytics. The website uses Google Analytics, an analytical Web service provided by Google, Inc., a Delaware company with registered offices at 1600 Amphitheatre Parkway, Mountain View (California), CA 94043, USA (“hereinafter Google”). Google Analytics uses cookies, which are text files installed on your computer to help the website analyze the use that you make of the website. The information generated by the cookies about your use of the website (including your IP address) will be directly transmitted to and filed by Google in servers in the United States. Google will use this information on our behalf in order to monitor your use of the website, compiling website activity reports and offering other services related with the activity of the website and use of the Internet. Google may transmit this information to third parties when so required by legislation, or when third parties process information on behalf of Google. Google will not associate your IP address with any other data that it has. You may reject the processing of data or information by rejecting the cookies, using the corresponding configuration in your Internet browser, however, this may affect the full functionality of the website. By using the website you are giving your consent to the processing of information about yourself by Google in the way and for the purposes described above.

END-USER LICENSE AGREEMENT – PANDA CLOUD OFFICE PROTECTION

IN CASE YOUR LICENSE CERTIFICATE FOR PANDA CLOUD PROTECTION INCLUDES THE SOLUTION PANDA CLOUD OFFICE PROTECTION, THIS TERMS AND CONDITIONS SHALL APPLY FOR THE USE OF THE SOLUTION PANDA CLOUD OFFICE PROTECTION.

Please read the following license agreement carefully before using this program. By accepting the agreement, you are agreeing to become the 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 present license agreement represents the entire agreement between the licensee and PANDA SECURITY S.L. (hereinafter PANDA). This license agreement supersedes any prior license agreements between the licensee and PANDA with respect to this product or any product it replaces. 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 and/or where such material predates this license agreement.

The acceptance of the terms and conditions of this agreement does not confer any rights of ownership over the programs or products belonging to PANDA or its software suppliers.

Where the end-user of this product contracts the service through a PANDA Partner, the conditions set out in the present license agreement shall apply to both the end-user and the Partner, and where necessary, the Partner shall undertake to make these conditions available to the end-user and shall be responsible for communicating these conditions to the end-user in those cases where the end-user has not accepted the conditions. It shall be understood for all purposes that the licensee of this product is the end-user, or where applicable, the PANDA Partner, if the latter is the sole user of the product. The responsibility for using and managing the product’s administration console falls entirely on the end user or to the PANDA Partner in cases where the end user has delegated use of the program to a PANDA Partner. PANDA shall not be held responsible for the use made of the

product's administration console by the Partner or the end user, or for any errors resulting from the configuration of the product from the console.

1.- LICENSE GRANT.- PANDA grants the licensee the non-exclusive and non-transferable right to use the program during the period contracted, after which, he/she must remove it from the computer memory and cease to use the program.

This license agreement grants the licensee the right to use the program on as many computers and/or servers as licenses bought.

In network environments, licenses must be acquired for the servers and workstations on which the program is installed. The total number of licenses acquired must not exceed the number of licenses specified in the License Certificate of this product (where provided).

In the case of servers and workstations not connected to a network, licenses must be acquired for each one with the program installed. The number of users or computers connected to the server must not exceed the number of licenses specified in the License Certificate of this program (where provided).

In both the above cases, the license is only applicable to the program specified in the License Certificate (if the program includes this certificate).

In the case of trial versions, the licensee may only use this version for the period and number of servers/workstations indicated by PANDA. Written permission must be granted by PANDA in order to extend this period. In the case of demo versions, the licensee may install a maximum of six (6) licenses. Clause Five of this agreement does not apply to such versions.

Similarly, PANDA grants the licensee the non-exclusive and non-transferable right to use the Panda MalwareRadar audit service for the contracted period or as otherwise contracted. The text with the Conditions of Use of the Service, is available at <http://www.malwareradar.com/license/>

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 granted by the present license agreement as well as the rights to access the services associated with the program.

2.- INTELLECTUAL PROPERTY.- This program, as well as any corresponding documentation or information, is the exclusive property of PANDA and/or its suppliers of software. PANDA or its suppliers of software 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. With regard to GNU GPL (GNU General Public License) software or other types of free software, the corresponding License Agreements shall apply.

The program is protected by copyright laws, patents and international copyright treaties, in addition to the dispositions of laws and treaties applicable to the protection of intellectual property rights.

PANDA authorizes the use of its 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 products concerned.

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 product contracted by the licensee in favor of others. In such circumstances, the licensee may choose another 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/or computer accordingly should it be necessary. Migration to the new product may or not be free of charge depending on the resources that PANDA has dedicated to the research and development of the new products and the extent to which the products differ.

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 will notify the licensee of any such changes. The licensee may at any time access information relating to the lifecycle of PANDA products and solutions through the following link: <http://www.pandasecurity.com/enterprise/support/lifecycle/>

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 may have been modified to adapt to technological advances and that therefore he/she would have to change to a new product or version according to the policy established by PANDA.

If the licensee changes to a new version or new PANDA product to update a previous PANDA product version, the updated version or product is the only one the licensee has the right to use, accepting exclusively the terms and conditions applicable to all documentation, material and specifications corresponding to the new version 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.- DATA COLLECTION TECHNOLOGY.- PANDA informs the licensee that in certain products it may use data collection technology to collect technical information (including suspicious files) to improve the product, to adapt it to user preferences and to prevent the unlicensed or illegal use of the product. The licensee accepts that PANDA may use such information as part of the services provided. You acknowledge and accept that PANDA may provide updates or additions to the software which automatically download to your computer

Similarly, for the purpose of contracting and using the program, the licensee may have to give PANDA certain personal data. PANDA informs you that it will treat such personal data in accordance with current applicable legislation and as established in its Privacy Policy. You can access the Privacy Policy at: <http://www.pandasecurity.com/enterprise/media/legal-notice/#e10>

Where the end-user of this product contracts the service through a PANDA Partner, the Partner guarantees PANDA that the personal data provided in relation to the user has been obtained informing the end-user of the intended processing of the data and of its communication to PANDA as a requirement for the provision of the service. The Partner assumes all responsibilities regarding the processing of the end-user's personal data.

As part of the service, the product reports the IP address of the client as well as the malware status of its network. Where end-users have delegated use of the program to a PANDA Partner, this information will be accessible to the Partner as well as to PANDA. The end-user accepts this condition, and in those cases in which management through the Partner does not permit the end-user to see this license agreement, the Partner undertakes to inform the end-user of this condition.

5.- PRIVACY.- Panda guarantees that the information belonging to the licensee to which it may have access in order to provide the solution, shall be treated at all times as confidential information. Panda shall only use such information for the purpose of providing the service and improving the product and its corresponding services.

6.- LIMITED WARRANTY. PANDA guarantees that the program will fulfill its principal designed functions in accordance with the written material and/or the Help file that accompany the product for ninety days (90) from the date of receipt against any manufacturing or operating defect without prejudice to any applicable consumer protection legislation.

PANDA guarantees that the licensed program shall fulfill its principal designed purposes and commits itself to solve the problems that affect its performance to this effect, with the means and in the time PANDA considers appropriate in accordance with its own criteria. PANDA shall not be responsible for defects that external technical equipment might cause to the performance of the licensed software.

7.- 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 third-parties other than PANDA.

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, 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. Specifically, PANDA shall not be held responsible for the use of the product function allowing remote access to computers with remote access tools previously installed. All responsibility for managing such remote access falls entirely on the system administrator or the PANDA Partner where the end user has delegated use of the program to a PANDA Partner.

The program is provided as is, and no claims shall be accepted concerning failure to fulfill presumed functions. PANDA does not guarantee that the program is error free, nor that it will function without interruption.

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.

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.

Under no circumstances shall PANDA be liable for 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.

The validity of the guarantees and liabilities established herein is subordinate to the legislation applicable in the corresponding state or jurisdiction.

The licensee declares and guarantees that any information provided to Panda in order to use the solution is true, correct and current. Similarly, the licensee declares that he/she is legally entitled to execute the present contract, and to carry out the corresponding actions that may be required.

8.- 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.

9.- OTHER RESTRICTIONS.- The licensee may only use the program on his/her computers or servers under the terms of the present license agreement. It may not be used on computers or servers that do not belong to the licensee. The licensee agrees not to lend, rent, lease, give away, donate or transfer the program in any way.

The licensing 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 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 he/she not adhere to this 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 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 AND THIRD PARTY SOFTWARE

The program includes or may include some software programs licensed (or sub-licensed) to the licensee under free software licenses. The texts with the corresponding conditions are available in the product installation directory.

Should the licensee install the program, the corresponding license conditions and intellectual property and copyright notices will apply in addition to those laid out in the present agreement.

Should the license conditions referred to in the present clause grant rights more extensive than those indicated in the present agreement, said rights shall have precedence over the rights and restrictions stipulated herein, with respect only to the software or parts of the software licensed under said terms

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GENERAL TERMS AND CONDITIONS PANDA CLOUD E-MAIL PROTECTION

IN CASE YOUR LICENSE CERTIFICATE FOR PANDA CLOUD PROTECTION INCLUDES THE SOLUTION PANDA CLOUD E-MAIL PROTECTION, THIS TERMS AND CONDITIONS SHALL APPLY FOR THE USE OF THE SOLUTION PANDA CLOUD E-MAIL PROTECTION.

These legal conditions regulate the relationship established between Panda Security, S.L. (hereinafter Panda), with registered premises at Gran Vía D. Diego López de Haro 4, 48.001 Bilbao, and fiscal ID number B- 48435218, and the Client, with respect to:

- (i) the contracting on the part of the Client of the Panda Cloud Email Protection email filtering service (hereinafter the Service), in accordance with the terms and conditions established in the present General Terms and Conditions and in the corresponding offer of sale where applicable.
- (ii) the providing of the Service by Panda.

The use of the Service by the Client is subject to the terms and conditions set out in the present agreement and in the corresponding offer of sale signed by the Client, where applicable.

The parties hereto execute the present agreement in accordance with the following clauses:

1.- Definitions

1.1.-For the purposes of the present agreement, the following terms will be understood as described below:

Client: This is the company that sends or receives email through the Service.

Service administrator: This is a company other than Panda to which the Client may delegate the task of administering the service.

Mass Mail: A group of more than five hundred (500) email messages with substantially similar content, sent or received via the Service in a single operation or in a series of related operations.

Email: SMTP messages sent or received via the Service.

Open Relay: An email server configured to receive email from an unknown or unauthorized third-party and send the email to one or more recipients who are not users of the mail system to which the mail server is connected.

Spam: Email with unsolicited advertising or unwanted content.

User: A person or mailbox belonging to the Client domain and for whom the Service scans emails.

Viruses: Computer programs that reproduce themselves infecting other files or programs and which, when run, inflict annoying or damaging action. They enter computers in a variety of ways, such as email, Internet, removable disks, etc.

2.-Provision of the Service.

2.1.- For the duration of the present agreement, Panda, or where applicable the company subcontracted by Panda to provide part of the technical management of the Service (Aegis Security, S.L.), shall provide the Service to the Client, as well as technical support and other associated services in accordance with the terms established in the present agreement and in the offer of sale where applicable. In the case of evaluation versions, Panda will provide the service to the user for the period of one month. In the case of evaluation versions, the additional guarantees established in the corresponding offer of sale relative to the virus-free Guaranteed Service shall not apply.

2.2.- Panda may, at any time, modify the Service and its documentation in order to optimize the provision and management of the Service for any reasons, including technical, legal or business purposes.

2.3.- The Service provided in accordance with the terms established in the present agreement, will not apply to: (i) emails sent between accounts in the same domain or; (ii) emails sent or received through the Service whose content is encrypted or protected with passwords.

2.4.-The Service is a preventive service, and does not therefore disinfect users' emails of viruses, but stores them in quarantine or deletes them.

2.5.- Given that the Service is designed so that the Client can manage its own domains, in the event that a third party other than the Client has the role of Service administrator, the Client agrees to delegate to said third party the management of its email, holding Panda harmless from any claims and/or liability arising from

management of the Service by the third-party.

In this case, the present terms and conditions shall also apply to the Service administrator (as well as to the Client). Similarly, in this case, the Service administrator shall undertake to make the present terms and conditions available to the Client prior to the contracting of the Service by the Client, and shall obtain the Client's informed agreement to said terms and conditions given that, as the direct provider of the Service, it shall have access to information belonging to the Client. The Service administrator manages the Client's email security with access to the content of the email traffic protected by the Service, including information about senders and recipients, attached documents, message text, etc, and can also apply policies to this traffic. The Service administrator undertakes to use the permissions to access the administrator console, where applicable, exclusively to operate the service. Panda shall not be held responsible for any failure of the Service administrator to comply with this obligation, in particular, the misuse of access to the console.

3- The Client's obligations

3.1.- The Client is obliged to pay for the Service in accordance with the terms established in the present agreement, or where applicable, in the offer of sale that comprises part of the present agreement.

3.2.- The Client will give Panda the technical details or information that Panda deems relevant in order that Panda can provide the Service correctly to the Client and/or to resolve any problems or incidents relating to the provision of the Service. The information that the Client provides to Panda will be treated as Confidential Information in accordance with the terms established in the present agreement.

3.3.-The Client will not allow its mail systems to: (i) act as Open Relay, or; (ii) send or receive mass mail or; (iii) send spam. In the event that this were to occur, Panda reserves the right, after notifying the Client, to suspend the Service immediately until such circumstance has been remedied by the Client.

3.4.- The Client accepts that the Service 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 Service's suitability for these types of activities.

3.5.- Similarly, the Client acknowledges that the information sent to or from the Client, will pass through the Service and therefore agrees that said information will have a legitimate purpose and will comply at all times with existing applicable legislation, in particular, with Spanish Law 34/2002 of July 11 regarding Information Society Services and E-commerce.

3.6. –The Client undertakes to indemnify and hold Panda harmless in the event that the latter is held liable by third-parties as a consequence of the information sent from or to the Client through the Service. Similarly, the Client undertakes to indemnify and hold Panda harmless from any damages arising from the failure of the Client to comply with the terms and conditions established in Clause 3.5 of the present agreement.

3.7.- The Client undertakes to inform its employees that its email is processed by the Panda Cloud Email Protection service.

4.- Payment

4.1.- The amount paid for the Service by the Client shall be as established in the corresponding offer of sale. Failing that, the standard fees charged for the Service by Panda shall apply. Such charges shall be those applicable at the moment in which the Service is contracted or, where applicable, the moment in which the Client requests an extension to the number of contracted licenses.

Each license covers the protection of the email for one user of the service, also allowing for domain aliases, which shall not require a separate license, and a maximum of five user aliases belonging to the same domain protected by Panda Cloud Email Protection, which must have been created as user aliases by the service administrator or the domain administrator. For these purposes, 'alias' shall be understood to mean email accounts redirected to the account of a service user.

4.2.- Panda, or its Partners or International Representatives, shall invoice the Client for

the Services as soon as the Client is registered in the Service.

4.3.-The payment terms shall be stipulated in the offer of sale, and failing that, the Client must pay within thirty (30) days of the date on which the invoice is issued.

5.- Guarantees

5.1.- Panda shall provide the Service with due diligence and in accordance with the description of the Service in the offer of sale that comprises part of this agreement.

5.2.- With the exception of the warranties given in the present agreement, 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 Service, 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 Service.

6.- Disclaimer

6.1.-In any event, Panda's financial responsibility for any claim regarding the Service shall be limited to the lesser of the following two amounts:

- (i) The monthly amount paid by the Client to Panda for the Service.
- (ii) Three thousand (3,000) euros.

7.-Data-processing

7.1.-For the purpose of the provision of the Service, the Client shall give Panda certain personal data. Panda informs the Client that it shall treat such personal data in accordance with current applicable legislation as established in its Privacy Policy. The Client may access the Privacy Policy at:

<http://www.pandasecurity.com/homeusers/media/legal-notice/#e10>

7.2.- Panda informs the Client that in accordance with the terms established by Spanish Law 34/2002, of July 11 regarding Information Society Services and E-commerce, it must, in its role as the Service Provider, retain data regarding connections and traffic generated by the communications established during the provision of the Service. Panda shall only retain the data needed to facilitate locating the terminal computer used by the user for transmitting information. The aforementioned data shall not be used under any circumstances for purposes

other than those established in the aforementioned legislation.

7.3.- The Service uses technology for collecting technical information in order to improve the Service and adapt it to Clients' preferences as well as to prevent unlicensed or illegal use of the Service.

8.- Duration

8.1. - The present agreement shall remain in force for the period specified in the corresponding offer of sale, commencing on the date on which it is signed, or failing that, the date on which the Client is registered in the Service. Once the aforementioned period has expired, if the Client is interested in renewing the agreement, it must sign a new offer of sale including the conditions applicable to the newly contracted period.

9.-Termination and effects of termination

9.1.- Panda may deem the agreement to be terminated in the event of the Client failing to comply with the terms of Clauses 3.3 and 3.5.

9.2.- Similarly, the parties mutually agree that the present agreement may be terminated unilaterally by either of the parties via written notification to the other party when any of the following circumstances occur:

- (i) Failure by either of the parties to comply with the obligations established in the present agreement, provided that such failure is not remedied within a period of thirty (30) days after receipt of the aforementioned written notification by the other party.
- (ii) Declaration of insolvency or bankruptcy of either of the parties.

9.3.- On termination of the agreement: (i) Panda shall cease to provide the Service to the Client; (ii) outstanding invoices shall be deemed to be due and collectable;

10.- Confidentiality

10.1.- Both parties undertake to treat all information provided or obtained as a consequence of the provision of the Service as confidential, and are obliged not to divulge such information while the agreement remains in force and for a period of five (5) years after the date of termination of the agreement.

10.2.-The information provided by the parties for the purposes of the present agreement shall not be used for any purposes other than those indicated herein.

10.3.- Both parties undertake to subscribe with their employees, consultants and collaborators, agreements by which they undertake to comply with the obligations of the present clause. Both parties shall also be held responsible for failure to comply with these obligations on the part of their employees, consultants and collaborators.

10.4.- Panda acknowledges and accepts that the content of the emails sent or received by the Client via the Service is confidential. Panda states that in the normal process of providing the Service, the system itself shall process and/or temporarily store the Client's emails or their attachments electronically without human intervention, with the sole purpose of offering an optimum service.

10.5.- Notwithstanding the above, under exceptional circumstances, in order to provide the Service correctly, and in accordance with applicable legislation, technical service personnel at Panda and where applicable, on behalf of the Service administrator, may access and analyze files attached to the Client's email suspected of containing viruses, with the sole purpose of providing an optimum service, and taking all measures necessary to preserve confidentiality of messages. To this end, information about senders, recipients, subjects or message bodies shall not be accessed.

11.-Intellectual property

The Service which is subject to the present agreement, as well as all its components and all the documentation and/or information pertaining to the Service are either the property of Panda or the latter has been granted the right to use them.

12.- General

12.1.- The terms and conditions of the present agreement along with those established in the corresponding offer of sale constitute the complete agreement between the parties and no other prior agreement, contract or declaration, verbal or written, shall affect its content. This agreement may only be corrected by mutual written agreement of the parties.

12.2.- In the event that any of the clauses of the present agreement are legally ruled to

be null and void, the remaining clauses shall be unaffected and shall remain fully valid and effective. The parties hereto shall negotiate in good faith and to mutual satisfaction the replacement and/or modification of the clause or clauses ruled null and void by others similar in meaning and effect.

12.3.- The failure on the part of either of the parties to exercise any of the rights established herein does not represent renunciation of such rights in the future.

12.3.- Transferring of rights. The Client may not transfer the present agreement without prior written consent from Panda. Panda may transfer or subcontract all or part of the present agreement.

12.4.- Applicable law. The present agreement shall be governed by Spanish Law. In the event of any dispute arising from the present agreement, its interpretation or effects, the parties hereto submit to the decisions of the Courts and Tribunals of Bilbao, expressly waiving any other jurisdictional rights they may hold.

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GENERAL TERMS AND CONDITIONS PANDA CLOUD INTERNET PROTECTION

IN CASE YOUR LICENSE CERTIFICATE FOR PANDA CLOUD PROTECTION INCLUDES THE SOLUTION PANDA CLOUD INTERNET PROTECTION, THIS TERMS AND CONDITIONS SHALL APPLY FOR THE USE OF THE SOLUTION PANDA CLOUD INTERNET PROTECTION. IF THIS SOLUTION IS DELIVERED TO THE END CLIENT BY A PANDA PARTNER, THE CONDITIONS SET OUT IN THE PRESENT AGREEMENT SHALL APPLY EQUALLY TO THE CLIENT AND THE PARTNER. PANDA SHALL NOT BE HELD RESPONSIBLE FOR THE USE OF THE PANDA CONSOLE TO MANAGE THE SOLUTION BY THE PARTNER OR CLIENT OR FOR ANY ERRORS CONFIGURING THE SOLUTION FROM THE CONSOLE.

The security solution Panda Cloud Internet Protection is powered by Zscaler Inc., with headquarters at 392 Potrero Avenue, Sunnyvale, CA 94085, USA.

EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY SERVICES PROVIDED BY ZSCALER EITHER DIRECTLY OR INDIRECTLY ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFORT TO ACHIEVE PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, AND QUIET ENJOYMENT. IN NO EVENT SHALL ZSCALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SUCH USE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE SERVICE CHARGES PAID BY SUCH CUSTOMER OVER THE PREVIOUS 12 MONTHS. IN NO EVENT SHALL ZSCALER HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT ZSCALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Zscaler warrants that the Zscaler Network will process and deliver web requests 99.99% of the total hours during every month Zscaler provides the Services ("Zscaler Availability Warranty"). "Zscaler Network" means the network of data centers, data connections and equipment that Zscaler maintains to process and deliver web requests. The Zscaler Availability Warranty is calculated by measuring solely the Downtime due in whole or in part to Zscaler's inability to provide service to Customer which are not attributable to events of Force Majeure as described herein, or to acts or omissions by the Customer or its staff/ officers/ agents/ contractors which are in contravention of this Agreement, or to the acts or omissions of any third parties. Customer must contact Zscaler in writing within 15 business days of the end of the month in which Customer believes the warranty obligations were not maintained. In the event it is clearly shown that Zscaler did not meet its warranty commitments, Zscaler's sole obligation (to Customer and Customer's sole and exclusive remedy) will be to provide an extension of the current term at no charge to Customer in an amount equal to 10% of an additional month of Services for each 0.5% or part thereof of Downtime in the calendar month in question, subject to a maximum of 100% of a full month of additional Services for any calendar month. Zscaler shall not be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts or omissions of internet traffic carriers (or other problems inherent in the use of the internet or electronic communications), acts or omissions of regulatory or governmental agencies, or other such causes beyond its reasonable control (each a "Force Majeure"). "Downtime" is defined as any unscheduled time during which the Zscaler Services are unavailable, measured from the time of actual interruption of the Services, until the time such Services are restored.

Customer's use of the Services is subject to all applicable local, state, national and foreign laws and regulations. Customer agrees to comply with such laws and regulations and with Zscaler's most current Acceptable Use Policy, if any, (as published by Zscaler from time to time).

Customer is solely responsible for its activities in using the Services including the activities of its employees and its contractors and all parties that Customer allows to have access to the Services provided by Zscaler. Customer will supply Zscaler with all technical data and all other information Zscaler may reasonably request from time to time to allow it to supply the Service. Customer acknowledges and accepts that, as between the parties, all right, title and interest in and to the Services and all Zscaler IP Rights associated with and in the Services shall at all times remain vested in Zscaler and its licensors, and Customer shall acquire no rights, express or implied, in the Services, other than the right to use granted in this Agreement.

Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not use it to: (i) send spam or any other form of duplicative and unsolicited messages other than marketing and promotional messages to Customer's clients and prospective clients as contemplated by the Service; (ii) transmit through or post on the Service unlawful, immoral, libelous, tortious, infringing, or defamatory material; (iii) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service, computer systems or networks related to the Service; or (vi) harass or interfere with another user's use and enjoyment of the Service.

Customer acknowledges that in providing the Service, Zscaler utilizes (i) the product names associated with the Service and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively "Zscaler Technology") and that the Zscaler Technology is covered by intellectual property rights owned or licensed by Zscaler ("Zscaler IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Zscaler IP Rights are granted to the Customer and all such rights are hereby expressly reserved.

Zscaler grants Customer and its Seat users a non-exclusive, non-transferable, non-sublicenseable right to access and use the Service for the purpose for which it is made available to Customer and otherwise in accordance with the terms of this Agreement. Customer grants to Zscaler a non-exclusive, non-sublicenseable license to use, copy, store, modify and display the Customer Data solely to the extent necessary to provide the Service. Customer shall not (i) modify, copy or make derivative works based on the Zscaler Technology; (ii) disassemble, reverse engineer, or decompile any of the Zscaler Technology; or (iii) create Internet "links" to or from the Service, or "frame" or "mirror" any of Zscaler's content which forms part of the Service (other than on Customers' own internal intranets). Zscaler acknowledges that the content of all network traffic sent to or received from Customer (the "Customer Data") through use of the Service is confidential. In the normal provision of the Service, Zscaler will not access, read or copy content other than by electronic methods and for the purposes of providing the Services. However, Zscaler may utilize the malware, spam, botnets or other information related to the Service for the purpose of: (i) maintaining and improving the Services, (ii) complying with all legal or contractual requirements, (iii) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Services, and (iv) anonymously aggregating and statistically analyzing the content and (v) other uses related to analysis of the Services. "Seat" means an Internet user (an individual who has access to the Internet) on behalf of whom Services are being provided.

As used herein, "Confidential Information" means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party"), including without limitation the terms and conditions of this Agreement, the Zscaler Technology, the Service, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third

party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after delivery receipt; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email. Notices to Zscaler shall be addressed to its then current corporate headquarters to the attention of its CFO, with a copy to its General Counsel. Notwithstanding anything herein to the contrary, in the case of free trials, notification of termination may be provided through the Service or verbally (in addition to the other ways set forth in this Section); additionally, Zscaler may terminate a free account (e.g. evaluation) at any time in its sole discretion. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision shall be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement by notice to the other party.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets which does not involve a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Agreement shall be void and of no effect. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions.

Zscaler provides services and uses software and technology that may be subject to the United States export control administered by the U.S. Department of Commerce, the United States Department of Treasury office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the U.S., Switzerland and/or the European Union maintains an embargo (collectively "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Admin. Regulations 15 D.F.R. parts 730-774 and Council Regulation (EC) No. 1334/2000. Zscaler makes no representations that the Service is appropriate or available for use in other location. If Customer uses the Service from outside the U.S., Switzerland and/or the European Union, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

This Agreement, the Order Forms and any approved additional Order Forms constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. Except as contemplated to the contrary herein with respect to Order Forms, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and a mutually agreed upon executed Order Form, the terms of the mutually executed Order Form shall prevail to the extent of any inconsistency. The terms and conditions stated in this Agreement supersede any different terms and conditions contained in Customer's purchase order(s) or any other document that may be accepted by Zscaler for Customer's (or Reseller's) convenience; Zscaler hereby objects to the terms and conditions of such Customer documents to the extent they conflict herewith.