

## **END-USER LICENSE AGREEMENT**

Please read the following License Agreement carefully before using this program. By accepting this License Agreement, you represent that you are at least 18 years of age, and 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 this License 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. As used in this License Agreement, the words “product(s)” and “program(s)” are interchangeable and have the same meanings and the words “you” and “licensee” mean the licensee.

This License Agreement represents the entire agreement between the licensee and either (i) PANDA SECURITY S.L. or (ii) if the licensee is domiciled in the United States of America (“U.S.A.”), PANDA DISTRIBUTION, INC., which is a U.S.A. subsidiary of PANDA SECURITY S.L. (either PANDA SECURITY S.L. or PANDA DISTRIBUTION, INC., as the case may be, shall hereinafter be referred to as PANDA), with respect to the subject matter hereof.

This License Agreement supersedes any prior License Agreements between the licensee and PANDA with respect to this program. Similarly, and where permissible under applicable law, 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.

Without limiting any mandatory rights existing under applicable law that cannot be derogated by the agreement of the parties: The acceptance of the terms and conditions of this License Agreement does not confer upon the licensee any program-related or other rights not specified in this License Agreement.

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

A) If the licensee contracts for the product Panda Free Antivirus, this License Agreement will grant he/she the right to use the program for free only in the following circumstances:

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

Under no circumstances is the license granted for commercial purposes or use, nor for corporate environments. PANDA and/or the licensee may terminate, without any cause whatsoever, this License Agreement at any time by informing the other

party. The licensee must uninstall the program and destroy any copies thereof on expiry of this License Agreement, unless PANDA gives written authorization to the contrary.

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 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.

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 right to access the services associated with the program.

This License Agreement grants the licensee the right to use the product on as many computers and/or servers 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.

If the licensee contracts the product on Unlimited Devices, the present License Agreement will grant him/her the right to use the product on multiple home user computers for reasonable, private use. If, contrary to this provision, the licensee uses the program for Unlimited Devices in corporate or business environments, PANDA expressly reserves any rights it may have, such as the right to terminate the present License Agreement should the licensee not agree to pay the price that corresponds to the licenses used in the aforementioned environments, in accordance with PANDA's pricing and licensing policy.

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.

In the case of computers not connected to a network, licenses must be acquired for each computer on which the licensee is to install the program. This number may not exceed the number of licenses contracted.

**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 (including, by way of example and not limitation) all copyrights pertaining to the programs, documentation or any other work program or product licensed to the licensee by PANDA as part of this Agreement.

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 programs adapt to technological advances and improve accordingly, PANDA may cease to develop the program or product licensed 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 not be free of charge.

The licensee also accepts that during the contracted period, PANDA may change or modify its services associated with the program. 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 licensee 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 licensee acknowledges and accepts that PANDA may provide updates or additions to the program or product which are automatically downloaded onto his/her computer.

As part of PANDA's services, 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.

**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 services to the licensee and, in any event, the collection and use of said coordinates shall take place as established in PANDA's applicable privacy policies set forth in this License Agreement and elsewhere.

## **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 licensee 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 licensee's computer(s), notifying the licensee of this action. The licensee 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(s). The licensee may also disable the PUP classification feature through the product settings.

## **8.- VPN FUNCTIONALITY. Export restrictions-**

This product includes software to create a virtual private network ("VPN") connection licensed under the terms and conditions set forth in this License Agreement. At least one device enabled to access the Internet is required and licensee may use the said software on only five (5) devices (version Pro) or only one (1) device (version Free), being understood that it is for personal, non-commercial use only. The speed and quality of the service may vary and the service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. PANDA is not responsible for any failures to maintain the confidentiality, security, accuracy or quality of licensee's data, messages or pages whether or not related to interruptions or performance issues with VPN functionality. This functionality does not encrypt all web traffic to or from licensee's device, and it does not provide a proxy IP address for all websites.

The licensee acknowledges and accepts that: (i) the VPN functionality included in the program may be subject to U.S.A. export control law, and hence the licensee is bound to abide by such law and any other applicable international export regulations or restrictions; (ii) the licensee may not remove or export from the U.S.A. or allow the export or re-export of any part of the program in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury

Office of Foreign Assets Control, or any other U.S.A. or non-U.S.A. agency or authority; and (iii) the licensee may not export or re-export the program without: (a) the prior written consent of PANDA, (b) complying with any applicable export control laws, and (c) obtaining all appropriate permits and licenses. If PANDA or its software providers, in their sole discretion, determine that it/they cannot license all or part of the program under this License Agreement in a manner that complies with applicable export controls, then the licensee shall not be provided access to such all or part of the program. The licensee shall defend, indemnify and hold harmless PANDA in the event of any claim resulting from the licensee's failure to comply with such export controls.

#### **9. UPDATE MANAGER FUNCTIONALITY. Export restrictions.**

The licensee acknowledges and accepts that the Update Manager functionality that can be purchased along with the product is subject to the laws of the United States of America and the United Kingdom of Great Britain and Northern Ireland with respect to export restrictions. Therefore, and in the event that the licensee purchases said functionality, the licensee will be bound by said legislation and any applicable export control regulations or international restrictions. The licensee shall not, and shall not permit any third party to, export or re-export the product without: (a) PANDA's prior written consent, (b) complying with all applicable export control laws, and (c) obtaining all necessary licenses and permits. Under no circumstances may the licensee remove or export (nor permit any third party to remove or export) from the United States or the United Kingdom, or allow the export or re-export of, the Update Manager functionality in violation of any restrictions, laws, or regulations of the United States Department of Commerce, Bureau of Industry and Security (BIS), the United Kingdom Department for Business, Innovation & Skills, or any other applicable agency or authority.

The Update Manager functionality is a "Commercial Item", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, any use, modification, reproduction, release, display, or disclosure of the Commercial Computer Software and Commercial Computer Software Documentation by U.S. Government end users shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

The licensee acknowledges and accepts that the Update Manager functionality contains information subject to restrictions and controls imposed by the aforementioned legislation (the "Information subject to control"). If PANDA, or its software suppliers, determine, at their sole discretion, that said functionality cannot be used in a way that prevents access to the Information subject to control and the licensee is in a territory subject to the aforementioned regulation, where appropriate, the licensee shall not be able to access the Panda Update Manager functionality.

The licensee shall defend, indemnify and hold PANDA and/or its Software Suppliers harmless in the event of any claim resulting from the licensee's failure to comply with export regulations.

Should it be necessary to properly install the Update Manager functionality, and in order to provide good service, PANDA will install updates of one or more of the following certificates:

DigiCert Assured ID Root CA.cer  
DigiCert SHA2 Assured ID Code Signing CA.cer  
Starfield Root Certificate Authority-G2.cer

#### **10.- LIMITED WARRANTY.-**

A) If the licensee contracts the product Panda Free Antivirus, as this is a free program, and with respect to VPN functionality (included version Free and Pro): PANDA offers no warranties, without prejudice to applicable consumer protection law in each corresponding state or jurisdiction. PANDA does however undertake to make 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 (except for VPN functionality) 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 law. During this period, and provided the licensee has activated the product services where applicable, PANDA shall offer the following limited warranty, which represents the licensee's exclusive remedy 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.

C) The licensee acknowledges and accepts that the licensee may be restricted from accessing the product or certain functionality of the product when located in jurisdictions comprehensively sanctioned by applicable governmental authorities. During that time, the licensee may not have access to the product, and the product may temporarily not receive updates or upgrades, until the licensee returns to a non-sanctioned jurisdiction. PANDA specifically disclaims any express or implicit warranty of the program's effectiveness or suitability when operated in a comprehensively sanctioned jurisdiction.

**11.- DISCLAIMER.-** Any warranty in this License Agreement 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, the

licensee agrees that PANDA shall not be responsible for any activities carried out by third parties instead of PANDA's own Technical Support Service.

Under no circumstances shall PANDA be held responsible for any error or malfunction caused by external elements, including hardware or software, to the functionality of the licensed program. Nor shall PANDA be held responsible in cases where the program has been used in any way other than that specified by PANDA, or in any other abusive, negligent or inappropriate way (including, but not limited to, its use outside the recommended environment).

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, loss of data, monetary loss or loss of anticipated income as a result of the use of the program.

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 Nine. 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 responsibility, that due to the modifications that viruses cause in the 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.

## **12.- INDEMNIFICATION.-**

Licensee agrees to indemnify, save, and hold PANDA, its affiliated companies, contractors, subcontractors, officers, directors, shareholders, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of licensee's misuse of the program, any violation by licensee of this License Agreement, or any breach of the representations, warranties, and covenants made by licensee herein.

**13.- 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.

**1.- TRANSFER RESTRICTIONS.** The licensee may not license, sublicense, distribute, loan, transfer or operate a service bureau using 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.

**15.- OTHER RESTRICTIONS.** This program is delivered via a CD-ROM, USB flash drive or the Internet. The program may only be used on the licensee's own computer(s). It may not be used on devices that are not the property of the licensee, nor may it be lent, rented, leased, given away, donated or transferred to another user. It is not permitted to decompile, reverse-engineer or disassemble wholly or partially the 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.

**16.- JURISDICTION.-** If the licensee is domiciled in the U.S.A.: (i) This License Agreement is governed by and construed in accordance with the laws of the State of California (U.S.A.) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties; (ii) the licensee irrevocably consents and submits to the exclusive jurisdiction of the State and Federal courts located in Los Angeles County, California, and agrees that any action concerning a dispute arising out of or relating to this License Agreement shall be brought in any State or Federal court located in said county; and (iii) the licensee expressly and irrevocably waives any objections Licensee may have based on improper venue or lack of jurisdiction.

If the licensee is not domiciled in the U.S.A.: (i) This License Agreement is governed by and construed in accordance with the laws of Spain; (ii) in the event that the licensee is deemed to be a consumer under applicable law, the above-referenced Spain choice of law will in no way deprive the licensee of consumer protections afforded by the applicable law of the country in which the licensee is domiciled; and (iii) the licensee irrevocably consents and submits to the exclusive jurisdiction of the courts of the City of Bilbao (Spain), except and only to the extent as may otherwise be required under any applicable consumer protection law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement.

**17.- 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 action should the licensee not adhere to this License Agreement. PANDA reserves the right to terminate the present License Agreement immediately 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.

## **18.- SPECIFIC CLAUSES FOR FREE SOFTWARE.**

The Patch Management functionality uses 7-Zip to decompress the patches it applies. 7-Zip is free software subject to the GNU General Public License (GPL) "GNU Lesser General Public License", version 3: 7-Zip Copyright (C) 1999-2016 Igor Pavlov. 7-Zip 16.00; Last modified by LANDESK SOFTWARE, INC. in 2016.

The texts with the General Public License (GPL), version 3, are available to the Client at <http://www.gnu.org/licenses/licenses.en.html>

The product includes also 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.

The aforementioned utility also includes other third party software subject to the GNU General Public License (GNU GPL) version 2 or 3.

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TinyCore

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## **CONTACT US**

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