

# END USER LICENSE AGREEMENT FOR PRO32 TOTAL SECURITY, PRO32 ULTIMATE SECURITY, PRO32 OFFICE SECURITY BASE, PRO32 MOBILE SECURITY

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The Company and the User shall hereinafter be collectively referred to as the "Parties" and individually as a "Party."

## 1. Definitions

- 1.1. "Computer(s)" means a combination of hardware, including personal computers, laptops, workstations, personal digital assistants, smartphones, portable devices or other electronic devices, and operating system(s) (including system virtual machines) for which the Software is designed and on which it is installed and/or used.
- 1.2. "User" means an individual or legal entity installing or using the Software on its own behalf.
- 1.3. "Partner(s)" means entities or individuals distributing the Software pursuant to an agreement and license with the Company.
- 1.4. "Update(s)" means any updates, revisions, patches, enhancements, fixes, modifications, copies, add-ons, service packs, and similar materials.
- 1.5. "User Guide" means the user manual, administrator guide, help documentation, and related explanatory or other materials.
- 1.6. "License" shall have the meaning assigned to it in Section 2.1 below.
- 1.7. "License Key" means a unique set of 21 characters used to activate the Software.
- 1.8. "Web Portal" means services provided by the Company or its Partners for managing installed Software and granted Licenses, obtaining and storing information collected through the Software, and contacting technical support.

## 2. Grant of License

- 2.1. The granted License permits use of the Software on a specified number of Computers to assist in

protection against threats described in the User Guide, subject to all technical requirements set forth therein and in accordance with this Agreement.

2.2. If you download and install a trial version of the Software and are granted an evaluation License, you may use the Software solely for evaluation purposes and only for the single applicable evaluation period from the date of initial installation, unless otherwise specified. Any other use or use beyond the evaluation period is strictly prohibited.

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2.4. You may make one backup copy of the Software solely for archival purposes and only to replace a lawfully obtained copy if lost or rendered unusable. The backup copy may not be used for any other purpose and must be destroyed when your right to use the Software ceases or your License expires or is terminated under applicable law of your primary residence or place of use.

2.5. Upon activation of the Software, you are entitled during the License term to receive the following services from the Company or its Partners:

2.6. Software Updates via the Internet as and when published by the Company. All Updates form part of the Software and are governed by this Agreement.

2.7. Technical support via Internet and telephone;

2.7.1. Access to informational and support resources of the Company.

2.8. The Company may, at its sole discretion, suspend access to the Software or any part thereof at any time without prior notice for maintenance or other reasons.

2.9. You shall not distribute, exchange, modify, sell, or transfer any part of the Software, including text, images, audio, or video, for business, commercial, or public purposes.

### **3. Activation and Term**

3.1. You may use the trial version free of charge for a single evaluation period (30 days) from activation unless otherwise specified by the Company.

3.2. Your License is limited to the period specified therein.

3.3. Software functionality depends on the type of License acquired.

3.4. To verify lawful use, the Company may implement verification mechanisms. The Software may transmit License-related data necessary for validation. If verification fails within the specified period, functionality may be limited.

3.5. Modification of your Computer or third-party software may require reactivation. The Company may use validation procedures to verify License validity and lawful installation.

3.6. You agree to comply with all applicable international, national, regional, and local laws, including privacy, copyright, export control, and obscenity laws.

3.8. Unless expressly provided otherwise, you may not assign or transfer rights or obligations under this Agreement.

### **4. Termination**

4.1. Termination: The Parties agree and acknowledge that:

4.1.1. The Company may terminate this Agreement at the discretion of the Company without prior notice in case of violation by the User of the terms of this Agreement.

4.1.2. The User may terminate this Agreement with 30 (Thirty) days prior notice to the Company.

4.2. Consequences of termination: The Parties agree and acknowledge that upon termination of this Agreement for any reason, the User understands and accepts that the Company will no longer be obligated to provide access to the Software, and all licenses and other rights granted to the User under this Agreement will be terminated immediately. At the same time, the Company does not compensate for the cost of the license, expenses or other payments that you have spent to use the Software, including when concluding any other agreements with the Company, Partners, representatives, distributors or resellers of the Company to use the Software.

## **5. Technical Support**

5.1. The technical support described in clause 2.4 of this Agreement is provided to you when installing the latest software update. You can contact the technical support service and get acquainted through the website of the Company or Partners.

5.2. The User's data indicated on the Web Portal can be used by the support service specialists only when processing User requests.

## **6. Information Collection**

6.1. When activating the Software for the execution of this Agreement, you agree to provide an email address for identification and authorization of the License, as well as notification of the expiration of the License.

6.2. When activating part of the functionality of the PRO32 Mobile Security software, you agree to provide the phone number and IMEI that are necessary to ensure full protection of your mobile device and the correct operation of the Anti-theft function and the call filtering system.

6.3. When activating the Software to collect statistical information about the distribution and use of PRO32 products, you agree to automatically provide the following information while using the Software:

6.3.1. The version of the installed software, including updates, the installation ID and information about the current license,

6.3.2. Operating system version,

6.3.3. Identifiers of the software components that are active at the time of providing the information.

6.4. In order to (i) increase awareness of new threats and their sources, and (ii) the level of your security, the Company may, with your consent, collect threat information, security information, and related information about the computer's environment for cloud services. You can activate or deactivate the cloud services of the Software at any time on the Software Settings page.

## **7. Restrictions**

You shall not emulate, clone, lease, lend, sell, modify, decompile, disassemble, reverse engineer, or create derivative works, except as non-waivable rights under applicable law permit. Unauthorized use results in immediate termination and may expose you to civil and criminal liability.

You shall not transfer usage rights, disclose activation codes or License Keys, or provide Software access to third parties. Breach may result in License Key blocking.

You further represent that you will not resell, integrate with unapproved technologies, violate applicable laws, misrepresent identity, misuse information, remove proprietary notices, reproduce trademarks, or publish advertisements related to the Company without authorization.

7.1. You must not emulate, clone, operate, lease, lend, lease, sell, modify, decompile, or reverse engineer the Software, disassemble, or create derivative works based on the Software or any part thereof, with the sole exception of the non-waiver right granted to you by applicable law. You must not otherwise translate any part of the Software into a human-readable form or transfer the licensed

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7.2. You must not transfer the rights to use the Software to any third party.

7.3. You must not provide the activation Code and License Key to third parties or allow third parties access to the activation Code and License Key, which are considered confidential Company data.

7.4. You must not rent, lease, or provide software to third parties. If you violate any of the terms and conditions of this Agreement, the Company will block your License Key.

7.5. The User agrees and confirms to the Company that he must:

7.5.1. Do not sell Software directly or indirectly to any person;

7.5.2. Not to combine or integrate the Software with any other software or technologies not approved or provided by the Company, as well as not to modify, develop or create derivative products based on the previous one.

7.5.3. Not:

7.5.3.1. violate any local, state, national or international legislation when accessing the Software;

7.5.3.2. impersonate any natural or legal person or otherwise misrepresent the User's affiliation to an individual or legal entity.

7.5.4. Not to use the Software or any other information received from the Company or any of its affiliates for any other purpose except as permitted by this Agreement.

7.5.5. Not to make any false or inaccurate statements to any person regarding the Software.

7.5.6. Do not translate any part of the Software into any other format or language;

7.5.7. Do not remove any copyright notices, trademark notices, or any private property marks from the Software.

## **8. Limited Warranty and Disclaimer**

8.1. The Company guarantees that the Software will work mainly in accordance with the specifications and descriptions set out in the User's Manual, provided, however, that such limited warranty does not apply to the following:

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8.1.2. malfunctions, defects or failures caused by improper use; abuse; accident; negligence; improper installation, operation or maintenance; theft; vandalism; natural disasters; acts of terrorism; power outages or surges; accident; modification, unauthorized modification or repair by any party other than the Company; or any other third parties individuals, or your actions or reasons beyond the reasonable control of the Company;

8.1.3. any defect that you did not report to the Company as soon as possible after it first appeared; and

8.1.4. incompatibilities caused by hardware and software components installed on your computer.

8.2. You acknowledge, accept, and agree that no Software is error-free, and you are encouraged to back

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8.5. The Company does not guarantee protection against the threats described in the User's Manual after the License expires or after the License is terminated for any reason.

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8.7. The Parties agree and acknowledge that the provision of any information through the Software, as well as the download, installation and use of any additional software is at the discretion of the User at his/her discretion and risk. The User is solely responsible for any damage to the Computer System or loss of data that may result from such actions or the use of the Software.

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## **9. Interaction with Microsoft Windows Firewall**

You acknowledge that the Windows Defender/Firewall included in Microsoft Windows may be disabled during installation and its settings not migrated.

## **10. Limitation of Liability**

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF CONFIDENTIALITY, FOR DAMAGE, LOSS OF DATA OR PROGRAMS, FOR FAILURE TO PERFORM ANY DUTIES, INCLUDING ANY DUTIES ESTABLISHED BY LAW, DUTIES OF GOOD FAITH OR DUTIES OF REASONABLE CARE, FOR NEGLIGENCE, FOR ECONOMIC DAMAGE, AND FOR ANY OTHER MATERIAL OR OTHER DAMAGE) RESULTING FROM OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, THE PROVISION OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE SOFTWARE, OR OTHERWISE RESULTING FROM THE USE OF THE SOFTWARE OR OTHERWISE IN ACCORDANCE WITH ANY PROVISION THIS AGREEMENT OR IN CONNECTION WITH IT, OR ARISING FROM ANY BREACH OF CONTRACT OR ANY WRONGDOING (INCLUDING NEGLIGENCE, MISREPRESENTATION, ANY OBLIGATION OR OBLIGATION OF STRICT LIABILITY), OR ANY VIOLATION OF STATUTORY OBLIGATIONS, OR ANY VIOLATION OF THE WARRANTY OF THE COMPANY AND/OR ANY OF ITS PARTNERS, EVEN IF THE COMPANY AND/OR ANY PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. YOU AGREE THAT IF THE COMPANY AND ITS PARTNERS ARE FOUND LIABLE, THE LIABILITY OF THE COMPANY AND/OR ITS PARTNERS WILL BE LIMITED TO THE COST OF THE SOFTWARE. IN NO CASE SHOULD THE LIABILITY OF THE COMPANY AND ITS PARTNERS EXCEED THE FEE PAID FOR THE SOFTWARE (AT THE TIME OF PURCHASE) TO THE COMPANY OR PARTNER (DEPENDING ON THE CIRCUMSTANCES).

## **11. Indemnification**

You agree to indemnify and hold harmless the Company and its affiliates, officers, employees, agents, licensors, suppliers, successors, and third-party information providers against any claims, losses, damages, liabilities, and reasonable legal fees arising from breach or misuse.

## **12. GNU and Third-Party Licenses**

The Software may include open-source components licensed under the GNU General Public License or similar licenses. Where required, source code shall be made available upon request or provided with the Software. Such licenses shall apply in addition to this Agreement to the extent required.

## **13. Notices**

13.1. The Company undertakes to notify you, independently or with the help of Partners, of the expiration of the License, including within 90 days before the expiration of the License and within 30 days after the expiration of the License.

13.2. If you use the trial version of the License, the Company undertakes to notify you, independently or with the help of Partners, of the expiration of the trial version of the License, including within 14 days before the expiration of the trial version of the License and within 30 days after the expiration of the trial version of the License.

## **14. Intellectual Property**

The Software, including all associated systems, methods, documentation, and trade secrets, constitutes proprietary intellectual property of the Company or its Partners and is protected under applicable civil and criminal laws and international treaties. No ownership rights are transferred. All rights not expressly granted are reserved.

## **15. Software Changes**

The Company may modify or discontinue the Software at its discretion without liability. Continued use constitutes acceptance of modifications.

## **16. Representations**

You represent that all information provided to the Company is accurate and lawful.

## **17. Ownership**

All rights, title, and interest in the Software remain with the Company and its suppliers. Unsolicited ideas submitted become the property of the Company.

## **18. Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of the Republic of India, excluding conflict of laws principles.

Disputes shall first be resolved through negotiations; failing settlement, disputes shall be submitted to courts at the Company's location unless otherwise required by law.

## **19. Entire Agreement; Severability; No Waiver**

If any provision is held invalid, it shall be narrowly construed, and remaining provisions remain in force.

Waivers must be in writing. Failure to enforce does not constitute waiver.

## **20. Assignment**

You may not assign this Agreement without prior written consent of the Company. Any unauthorized assignment is void.

## **21. Contact Information**

For questions regarding this Agreement, contact the Company's customer service department or its Partners.

### **K7 Computing Private Limited**

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