

PRO32 TRADE LLC ANTIVIRUS SOFTWARE LICENSE AGREEMENT

IMPORTANT LEGAL NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START USING THE SOFTWARE.

THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY WHO USES THE SOFTWARE (AS DEFINED HEREINBELOW) OF THE COMPANY (HEREINAFTER REFERRED TO AS THE "**USER/YOU/YOUR**") AND PRO32 TRADE LLC (HEREINAFTER REFERRED TO AS "**PRO32/COMPANY/ WE/US/OUR**" WHICH EXPRESSION SHALL, UNLESS THE CONTEXT REQUIRES OTHERWISE, MEAN AND INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS).

BY ACCEPTING TO THIS AGREEMENT OR BY ENTERING CORRESPONDING SYMBOL(S) YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. SUCH ACTION IS A SYMBOL OF YOUR SIGNATURE, AND YOU ARE CONSENTING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY THE AGREEMENT.

YOU AGREE THAT YOU ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CONTINUE THE INSTALLATION

PROCESS AND DELETE OR DESTROY ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION.

IN THE EVENT A LICENSE CONTRACT OR SIMILAR DOCUMENT IS ACCOMPANIED WITH THE SOFTWARE, TERMS OF THE USE OF THE SOFTWARE AS DETAILED IN SUCH DOCUMENT, THIS END USER LICENSE AGREEMENT SHALL BE READ ALONG WITH SUCH SIMILAR DOCUMENT.

AFTER CLICKING THE ACCEPT BUTTON IN THE AGREEMENT WINDOW OR AFTER ENTERING CORRESPONDING SYMBOL(S) YOU HAVE THE RIGHT TO USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THE COMPANY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF TERMS OF THIS AGREEMENT, AT ANY TIME. IT IS YOUR RESPONSIBILITY TO CHECK THE TERMS OF THIS AGREEMENT PERIODICALLY FOR CHANGES. EVERY ACCESS BY YOU OF THE PLATFORM WILL MEAN THAT YOU HAVE AGREED TO ACCEPT AND ADHERE TO THE TERMS OF THIS AGREEMENT AS AMENDED AND APPLICABLE AT SUCH TIME.

THE COMPANY RETAINS THE RIGHT TO DENY ACCESS TO THE SOFTWARE TO ANYONE WHOM IT BELIEVES HAS VIOLATED ANY OF THE TERMS OF THIS AGREEMENT OR FOR ANY REASON WHATSOEVER AT ITS SOLE DISCRETION.

PRO32 and the User are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

1. Definitions

- 1.1. "**Computer(s)**" means combination of hardware(s), including personal computers, laptops, workstations, personal digital assistants, 'smartphones', hand-held devices, or other electronic devices, and operating system(s) (including system virtual machines) for which the Software is designed and will be installed and/or used.
- 1.2. "**User**" means an individual(s) installing or using the Software on his or her behalf or who is legally using a copy of the Software; or, if the Software is being downloaded or installed on behalf of an organisation, such as an employer.
- 1.3. "**Partner(s)**" means organisations or individual(s), who distributes the Software based on an agreement and license with the Vendor.
- 1.4. "**Update(s)**" means all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance packs and so forth.
- 1.5. "**User Manual**" means user manual, administrator guide, reference book and related explanatory or other materials. The latest version of the User Manual is available on the website: www.pro32.com.
- 1.6. "**License**" shall have the meaning ascribed to it in clause 2.1 below
- 1.7. "**License Key**" is a unique set of 21 characters, used for activation the Software
- 1.8. "**Web-Portal**" means services provided by PRO32 and used for management of the installed Software and granted Licenses, as well as to obtain and store information collected from the Software and for contacting technical support.

2. Grant of License

- 2.1. The given License grants permission to use the Software on a specified number of Computers to assist in protecting them, from threats described in the User Manual, according to all technical requirements specified in the User Manual and according to the terms and conditions of this Agreement (the "**License**").
- 2.2. If You have downloaded and installed a trial version of the Software and granted an evaluation license for the Software, you may use the Software only for evaluation purposes and only during the single applicable evaluation period, unless otherwise indicated, from the date of the initial installation. Any use of the Software for other purposes or beyond the evaluation period is strictly prohibited.
- 2.3. You have the right to use the Software for protection of the number of Computer(s) as mentioned in Your License.
- 2.4. You have the right to make a copy of the Software solely for backup purposes and only to replace the legally owned copy if such is, lost or becomes unusable, this backup copy cannot be used for other purposes. It must be destroyed when You lose the right to use the Software or when Your license expires or is terminated for any other reason according to the legislation in force in the country of Your principal residence or in the country where You are using the Software.
- 2.5. From the time of the Software activation, you have the right to receive the following services from PRO32 or its partners for the period specified in the License.
 - 2.5.1. Updates of the Software via the internet when and as the Company publishes them on its website or through other online services. Any Updates that You may receive become part of the Software and the terms and conditions of this Agreement apply to them.
 - 2.5.2. Technical support via the internet and telephone.

2.5.3. Access to information and auxiliary resources of the Company.

2.6. PRO32 reserves the right, in its sole discretion, to terminate the access to the Software or any portion thereof at any time, without notice, for general maintenance or any reason whatsoever.

2.7. The Company's services offered to the User conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement. It is clarified, for the removal of doubts that the usage of the Software by the User constitutes an acknowledgement and acceptance by the User of this Agreement. If the User does not agree with any part of such terms, conditions and notices, the User must not use the Software.

2.8. The User agrees that they shall not distribute exchange, modify, sell or transmit anything from the Software, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

3. **Activation and Term**

3.1. This Agreement will become valid and binding when the User has acknowledged and accepted all the terms and conditions herein.

3.2. The Company will require the User to indicate his/her agreement by selecting a particular checkbox and clicking a specific button during the process of registering for the use of the Software and some of its components provided by third parties.

3.3. If You modify Your Computer or make changes to other vendors' software installed on it, You may be required by the Company to repeat activation of the Software. The Company reserves the right to use any means and verification procedures to verify the validity of the License and legality of a copy of the Software installed and used on Your Computer.

3.4. You have the right to use a trial version of the Software as provided in Clause 2.1 without any charge for the single applicable evaluation period (30 days) from the time of the Software activation. If the Company sets another duration for the single relevant evaluation period, they will inform You of such modified term.

3.5. Your License to use the Software is limited to the period as specified in the License.

3.6. Software functionality depends on the type of license used.

3.7. To check the legitimacy of the Software used the Company reserves the right to use means to verify that You have a licensed copy of the Software. The Software can transmit license information needed to confirm the legitimacy of the Software to the Company. If it cannot perform the check for a specified period, the Software will work with limited functionality.

3.8. You agree that in using the Software and in using any report or information derived as a result of using this Software, You will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control and obscenity law.

3.9. Except as otherwise explicitly provided herein, You may not transfer or assign any of the rights granted to You under this Agreement or any of Your obligations pursuant hereto.

4. **Termination**

4.1. **Termination:** The Parties agree and acknowledge that:

4.1.1. The Company may terminate this Agreement at the option of the Company without notice in the event of a breach of the terms of this Agreement by the User.

4.1.2. The User may terminate this Agreement with a prior notice of 30 (Thirty) Days 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 have no further obligation to provide access to the Software and all licenses and other rights granted to the User under this Agreement shall cease immediately. However, the Company will not reimburse you for any license fees, expenses or other charges you incurred to use the Software, including in entering into any other agreements with the Company, the Company's representatives, distributors or resellers 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 the latest Update of the Software is installed. Technical support service and its rules can be found at: <https://pro32.com/en/support/>
User's data, specified on Web-Portal, can be used by support specialists only when processing User requests.

6. Information Collection

6.1. When activating the Software by the activation code, to collect statistical information on the distribution and use of PRO32's products, You agree to provide the following information during the use of the Software automatically:

6.1.1. The version of the installed Software, including the updates, installation ID and information about current License,

6.1.2. The operating system version,

6.1.3. Identifiers of the Software components that are active at the time of information provision.

6.2. To improve (i) security awareness about new threats and their sources and (ii) Your security protection level, PRO32 and its partners, with Your consent may collect information regarding threats, security information and allied Computer environmental information for PRO32 Cloud services. You may activate or deactivate the PRO32 Cloud services any time in the Software options page. You further acknowledge and agree that any information voluntarily provided by the Company to PRO32, can be used to track and publish reports on security risk trends in the Company's sole and exclusive discretion.

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7.1. You shall not emulate, clone, exploit, rent, lend, lease, sell, modify, decompile, or reverse engineer the Software or disassemble or create derivative works based on the Software or any portion thereof with the sole exception of a non-waivable right granted to You by applicable legislation. You shall not otherwise reduce any part of the Software to human readable form or transfer the licensed Software, or any subset of the licensed Software, nor permit any third party to do so, except to the extent applicable law expressly prohibits the foregoing restriction. Neither Software's binary code nor source may be used or reverse engineered to re-create the program algorithm, which is proprietary. All rights not expressly granted herein are reserved by PRO32 and its suppliers, as applicable. Any such unauthorised use of the Software shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and civil prosecution against You.

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

7.3. You shall not provide the activation code and License Key to third parties or allow third parties access to the activation code, and License Key deemed confidential data of PRO32.

7.4. You shall not rent, lease or lend the Software to any third party. If You breach any of the terms and conditions of this Agreement, the company will block your licence key.

7.5. The User agrees and acknowledges to the Company that it shall:

7.5.1. Not market the Software whether directly or indirectly to be any person on such terms acceptable to the PRO32.

7.5.2. Not to combine or integrate the Software with any other software or technologies not approved by PRO32 or provided by the PRO32, or modify, further develop or create any derivative product based on the preceding.

7.5.3. Not:

7.5.3.1. violate any local, state, national or international law while accessing the Software;

7.5.3.2. impersonate any person or entity, or otherwise misrepresent the User's affiliation with a person or entity.

7.5.4. Not use the Software or any other information received from the Company or any of its affiliates for any other purpose other than in the manner as permitted under this Agreement.

7.5.5. Not make any false or inaccurate representations to any person concerning the Software.

7.5.6. Not translate any portion of the Software into any other format or language;

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7.5.9. Not publish, cause or permit to publish, any advertising referring in any way to the Company or the Software.

8. **Limited Warranty and Disclaimer**

8.1. PRO32 guarantees that the Software will substantially perform according to the specifications and descriptions outlined in the User Manual provided however that such limited warranty shall not apply to the following:

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8.1.2. malfunctions, defects, or failures resulting from misuse; abuse; accident; neglect; improper installation, operation or maintenance; theft; vandalism; acts of God; acts of terrorism; power failures or surges; casualty; alteration, non-permitted modification, or repairs by any party other than PRO32; or any other third parties' or Your actions or causes beyond PRO32's reasonable control;

8.1.3. any defect not made known by You to PRO32 as soon as possible after it first appears; and

8.1.4. incompatibility 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 advised to back-up the Computer, with frequency and reliability suitable for You.

8.3. PRO32 does not provide any guarantee that the Software will work correctly in case of violations of the terms described in the User Manual or this Agreement.

8.4. PRO32 does not guarantee the correct working of the Software if You do not regularly download Updates specified in Clause 2.4 of this Agreement.

- 8.5. PRO32 does not guarantee protection from the threats described in the User Manual after the expiration of the License period or after termination of the License for any reason.
- 8.6. You acknowledge that by default PRO32's recommended settings are applied to the Software and that it is Your sole responsibility to configure the Software to satisfy Your requirements.
- 8.7. The Parties agree and acknowledge that the submission of any information through the Software and the download, installation and use of any additional software is at the discretion of the User at his/her discretion and risk. The User shall be solely responsible for any damage to the Computer system or loss of data that may result from such activities or reliance upon the Software.
- 8.8. The Parties agree and acknowledge that PRO32 is not the provider of any third party software, and PRO32 makes no warranties concerning all third-party software, third-party intellectual property rights and third-party offerings.

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9. Interaction with Microsoft Windows Defender/Firewall

9.1. You acknowledge that windows defender/firewall, being turned on at the time of installation of the Software, can be turned off. Settings and rules of windows firewall are not exported to the installed Software.

10. Exclusion and Limitation of Liability

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PRO32 OR ITS PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR CORRUPTION, DAMAGE AND LOSS OF DATA OR PROGRAMS, FOR FAILURE TO MEET ANY DUTY INCLUDING ANY STATUTORY DUTY, DUTY OF GOOD FAITH OR DUTY OF REASONABLE CARE, FOR NEGLIGENCE, FOR ECONOMIC LOSS, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS

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10.2. YOU AGREE THAT IN THE EVENT PRO32 AND ITS PARTNERS ARE FOUND LIABLE, THE LIABILITY OF PRO32 AND/OR ITS PARTNERS SHALL BE LIMITED BY THE COSTS OF THE SOFTWARE. IN NO CASE SHALL THE LIABILITY OF PRO32 AND ITS PARTNERS EXCEED THE FEES PAID FOR THE SOFTWARE (AT THE TIME OF PURCHASE) TO PRO32 OR THE PARTNER (AS MAY BE APPLICABLE).

10.3. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY CLAIM FOR DEATH AND PERSONAL INJURY. FURTHER IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED

ACCORDING TO APPLICABLE LAW THEN ONLY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SHALL

NOT APPLY TO YOU, AND YOU CONTINUE TO BE BOUND BY ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

11. Indemnification

11.1. The User agrees to indemnify, hold harmless and, at PRO32's option, defend PRO32 (including our affiliates, officers, directors, employees, agents, licensors, suppliers, lawful successors and any third-party information vendors to the site) from and against all losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees, resulting from any violation of this Agreement or any misuse of the Software by the User. The User shall be solely and exclusively liable for any breach of any country-specific rules and regulations, or general code of conduct and PRO32 cannot be held responsible for the same.

12. GNU and Other Third Party Licenses

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13. Intellectual Property Ownership

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13.2. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Software.

14. Modifications to the Software

14.1. PRO32 reserves the right to modify or discontinue the Software with or without notice to the User.

PRO32 shall not be liable to the User or any third party in the event of PRO32 exercises its right to modify or discontinue the Software. If the User objects to any such changes, sole recourse for the User shall be to terminate this Agreement. Continued use of the Software following notice of any such changes will indicate the User's acknowledgement of such changes and satisfaction with the Software as so modified.

15. Representations and Warranties

15.1. The User represents and warrants that all information that the User provides to PRO32 is accurate, complete and correct and that the User has the right to provide such information to the PRO32 in connection with the Users access to and use of the Software.

16. Ownership

16.1. The Parties agree and acknowledge that PRO32 and its vendors and suppliers, as applicable, retain all right, title and interest in and to the Software and all information, content, software and materials provided by or on behalf of the User.

16.2. The Parties agree and acknowledge that the (i) by submitting unsolicited ideas to PRO32, the User automatically forfeits its right to any intellectual property in these ideas; and (ii) unsolicited ideas submitted to the User or any of its employees or representatives automatically becomes the property of PRO32.

17. Governing Law; Arbitration

17.1. This Agreement will be governed by and construed by the laws of the Russian Federation without reference to conflicts of law rules and principles.

17.2. Any dispute, difference, controversy or claim ("**Dispute**") arising between the Parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the Parties by mutual negotiations and agreement. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of court proceedings by the court at the location of the PRO32, unless otherwise provided by law. The Laws of the Russian Federation construe this Agreement. \

18. Entirety; Severability; No Waiver

18.1. This Agreement is the whole agreement between You and PRO32 and supersedes any other prior agreements, proposals, communications or advertising, oral or written, concerning the Software or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be narrowly construed so that it becomes legal and enforceable. The entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of PRO32 provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. PRO32's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

19. Assignment

19.1. The User shall not assign or transfer this Agreement without the prior written consent of PRO32. Any attempted assignment, delegation, or subcontracting in contravention of this Clause shall be void and ineffective. This Agreement is binding on the Parties hereto and their respective successors and permitted assigns.

20. PRO32 Contact Information

20.1. Should You have any questions concerning this Agreement, or if You desire to contact PRO32 for any reason, please contact our Customer Service Department

at: PRO32 TRADE LLC, Leninskaya Sloboda 26, floor 4, premises XXXVII-79, rooms 4,33, Moscow, 115280, Russia.

E-mail: support@pro32.com

Website: www.pro32.com