

# WithSecure Terms of Use

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## 1 Background

1.1 These terms of use (“Terms”) cover all the solutions, software-based services and web applications of WithSecure Corporation and/or any entity that controls, is controlled by, or is under common control with WithSecure Corporation (together “WithSecure”) licensed or made available to you and to the organization that you represent (together “you”), including support tools, web portals, firmware, hardware, and services directly supporting your use thereof, related documentation and any updates and upgrades to any of the above (together the “Solution”). If you have a direct agreement with WithSecure on the provision of the Solution, the terms and conditions of said agreement prevail over these Terms. In case there are discrepancies between the different language versions of these Terms, the English language version shall prevail. WithSecure expressly objects to and rejects any terms and conditions included or referred to in your purchase order or other similar document.

**1.2 IMPORTANT** – Before installing or using the Solution, carefully read these Terms. By opting to accept, or by installing, copying, or using the Solution, you accept and adhere to these Terms on behalf of your organization and you agree that you have read these Terms, understand them, and agree to be legally bound by them. If you do not agree to all of the Terms, do not install, copy, or use the Solution.

## 2 Subscription

2.1 Subject to these Terms and the payment of applicable subscription and license fees, WithSecure grants you a non-exclusive, non-transferable, non-assignable, revocable right to use the specified Solution, for a specified time period, as separately agreed upon between you and WithSecure or its resellers or distributors. WithSecure and its licensors reserve any and all rights not expressly granted to you.

2.2 Additionally, upon your request and WithSecure’s approval, WithSecure may grant you a limited, non-exclusive, non-transferable right to evaluate the Solution for non-commercial purposes. You must purchase a subscription to the Solution to continue to use the Solution commercially after the evaluation period ends.

2.3 You may:

- (i) install and use the Solution solely for the amount of users, seats or accounts that have been subscribed to;
- (ii) create copies of the Solution for installation and backup purposes only; and
- (iii) extend the number of subscriptions by purchasing more subscriptions.

## 3 Limitations on use

3.1 **You are not allowed to:**

- (i) access, use, copy, exploit, disclose or distribute the Solution except as expressly set out in these Terms;
- (ii) demonstrate, sell, offer to sell, distribute or transfer the Solution or any portion thereof to any third party;
- (iii) create derivative works based on the Solution or any part thereof;
- (iv) decompile, reverse engineer, disassemble, or otherwise attempt to derive, obtain or modify the source code of the Solution or any portion thereof;
- (v) sublicense any of the rights granted to you in these Terms.
- (vi) use the Solution or any portion thereof to implement any product or service to operate on or in connection with the Solution for any other purpose than for which the Solution is provided;

- (vii) in any event use the Solution for the following purposes: (i) harvesting or distributing any private information, copyrighted content, or trade secrets that you do not have rights to harvest or distribute; (ii) distributing content that is unlawful, libellous, pornographic, abusive, harassing, threatening, or that contains content or code with destructive features; (iii) accessing or distributing child pornography or bestiality; (iv) spamming; (v) malware, botnets, phishing, denial-of-service attacks, illegal hacking, unauthorized port scanning, or unauthorized access; (vi) impersonating another person; (vii) violating other persons' legal rights; (viii) violating applicable laws; (ix) other invasive or fraudulent purposes, or uses that may interfere with the operation of the Solution or other users' ability to use the Solution; or (x) managing any content that is against the permissible content guidelines maintained by third parties from whom you have acquired the Solution.
- 3.2 You may permit a third party to administer Solution and/or use Solution to perform security services for your business only if such third-party use or administration is for your sole benefit and on your behalf, and you are legally responsible and liable for such third party's use of the Solution. No other access to, use, copying, disclosure or distribution of the Solution by third parties is permitted. You agree to use commercially reasonable efforts to ensure that no unauthorized parties have access to or use the Solution and that no unauthorized copy, disclosure or distribution of the Solution, in whole or in part, in any form is made by you or any third party. You agree to notify WithSecure promptly of any unauthorized access to, use, copying, disclosure or distribution of the Solution.

## **4 Intellectual property**

- 4.1 WithSecure and its licensors retain all right, title, and interest in the Solutions as well as any tools provided by WithSecure. Except as expressly set forth in section 2 Subscription, nothing in these Terms shall be construed as conferring on you any express or implied license, option to license, or other right to any confidential information, technology, software or intellectual property rights embodied in the Solutions. You acknowledge that WithSecure may freely use any suggestions, comments or other feedback about the Solutions.

## **5 Warranty**

- 5.1 TO THE FULLEST EXTENT PERMITTED BY LAW, WITHSECURE AND ITS AFFILIATES, SUPPLIERS, RESELLERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SOLUTION. THE SOLUTION IS PROVIDED "AS IS". WITHSECURE DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE RESULTS OR THAT THE SOLUTION WILL FIND ALL SECURITY VULNERABILITIES OR DETECT ALL MALWARE OR OTHER HARMFUL SOFTWARE. WITHSECURE ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 5.2 WHERE THE SOLUTION INTERACTS WITH THE SERVICES OF ANY THIRD PARTIES AND/OR WHERE ANY THIRD-PARTY INFORMATION SYSTEMS OR COMPONENTS ARE USED, ANY WARRANTIES OR SERVICES PROVIDED BY WITHSECURE ARE ONLY PROVIDED FOR THE SOLUTION AND NOT TO ANY ADJOINING SERVICES OR COMPONENTS. THE SOLUTIONS ARE NOT WARRANTED BY SUCH THIRD PARTIES. TO THE EXTENT DATA IS TRANSMITTED OUT OF THE SYSTEM OF A THIRD PARTY TO SOLUTION, THE THIRD PARTY IS NOT RESPONSIBLE FOR THE PRIVACY, SECURITY, OR INTEGRITY OF THAT DATA.
- 5.3 No oral or written information or instructions given by WithSecure, its resellers, distributors, agents, or employees shall create a warranty and you may not rely on any such information or instructions. Some jurisdictions do not allow the disclaimers in this paragraph, so they may not apply to you.

## **6 WithSecure's liability**

- 6.1 IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT, SHALL WITHSECURE, ITS EMPLOYEES, ITS LICENSORS, ITS RESELLERS, ITS

DISTRIBUTORS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, FILES OR DEVICES, APPLICATION FAILURE OR MALFUNCTION, NETWORK IMPAIRMENT, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE THE SOLUTION, EVEN IF WITHSECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHSECURE'S, ITS LICENSORS', ITS RESELLERS' AND ITS DISTRIBUTORS' MAXIMUM AGGREGATE LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAID BY YOU FOR THE SOLUTION FOR A PERIOD OF SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT CAUSING THE LIABILITY.

- 6.2 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you or may apply to you only in part. WithSecure is acting also on behalf of its employees, resellers, distributors, licensors, suppliers and affiliates to disclaim, exclude and restrict obligations, warranties, and liability as provided in these Terms, but in no other respects and for no other purpose.

## 7 Your responsibility

- 7.1 You are solely responsible and assume the entire risk and liability for your use of Solution and your actions based on the results provided by the Solution.
- 7.2 Notwithstanding anything to the contrary set out in these Terms, you shall defend, indemnify and hold WithSecure, its subsidiaries, and their employees harmless from damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by WithSecure, its subsidiaries, or their employees in relation to claims and actions arising out of or relating to your use of the Solution and/or the services you provide to third parties through your use of the Solution.

## 8 Privacy and data collection

**Data collection.** You acknowledge that WithSecure needs to collect and process certain data relating to your devices and/or network for WithSecure to provide you the Solution. Since the data collected and how it is used varies per type and version of the Solution, more detailed information on personal data processing can be found in the relevant WithSecure privacy policies. Such policies are available via the Solution user interface and/or on the WithSecure website. The following summarizes what kind of data the Solution typically collects and for what purpose.

**Technical and security data.** For WithSecure to secure your device and/or network, most Solutions must collect and process data on your device, network and your use of the Solution. This data typically consists of object security data, analysis results, statistics, file metadata, Solution usage metrics, and other similar data. WithSecure's design principle is to seek to limit WithSecure's capability to link this type of data to you personally.

**Personal data.** WithSecure also collects and processes data in a manner that is personally identifiable to you, your employees, customers and other partners. Such data typically consists of i) data that you actively send to WithSecure (for example contact and registration information, information to solve a support issue) and ii) data automatically collected by the Solution or triggered by your use of particular features (for example license allocation, device, and software information, user account activity, geographic location of your device, operation system, etc.), and iii) limited data sets from the above 'Technical and security data' (for example the name of blocked malware).

**Samples.** As part of Solutions, you can choose to submit a URL or file sample that you suspect to be malicious via our Submit a Sample service. WithSecure collects data about these suspected malicious URLs and files and uses this data for security research purposes. Personal data contained in these samples is always processed in accordance with the applicable privacy policy.

**Transfers, disclosures, and compliance.** WithSecure may utilize its affiliates or sub-contractors to undertake any of the above data processing activities. WithSecure may disclose specific data to its resellers or other partners where so described in the applicable WithSecure privacy policy. Such parties may be located in the European Economic Area (“EEA”) or outside the EEA. WithSecure may also process and disclose data where it is necessary to do so to pursue legitimate interests in accordance with applicable laws.

**Transparency.** If the Solution is designed to be administered jointly by you, by WithSecure, and by its partners, subject to agreement, the roles and responsibilities of the parties involved in the processing of personal data in this setup are established in a specific privacy policy and you agree to inform your employees of the same.

If WithSecure has identified in the relevant agreement or documentation that WithSecure act as the data processor when processing personal data in the Solution, the data processing agreement found online at <https://www.withsecure.com/en/about-us/legal/terms> applies.

## 9 Confidentiality

- 9.1 “Confidential Information” shall mean any confidential information disclosed by WithSecure or you to the other party in connection with the Solution that the disclosing party characterizes as confidential at the time of its disclosure either in writing or orally, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, except for information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the receiving party’s part, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party and without restriction on disclosure; (d) is independently developed by the receiving party without access to the Confidential Information, or (e) must be disclosed to any government authority or court of law as a result of a court order.
- 9.2 If either party is required to disclose confidential information pursuant to law, it shall notify the other party of the required disclosure.
- 9.3 Each party shall disclose or use Confidential Information only as is necessary for the purpose for which it was disclosed and in accordance with the provisions of these Terms and to take all reasonable measures to avoid unauthorized disclosure or use of Confidential Information, no less stringent than the measures it takes to protect its own confidential information.
- 9.4 In case of discovery of unauthorized disclosure or use of Confidential Information, the receiving party shall notify the disclosing party immediately and use all reasonable efforts to prevent any further unauthorized disclosure or use thereof.

## 10 Changes

- 10.1 WithSecure is constantly improving its services. WithSecure reserves the right to upgrade and make changes to the Solution and modify features or functionality of the Solution from time to time. Such changes may include, but are not limited to, adding new features or removing existing features. Where such an upgrade or change is not automated but provided to you as a voluntary option, you should use the latest version of the Solution for optimized security and usability. WithSecure further reserves the right to end the maintenance and support for certain versions of the Solution (including versions designed to be used in certain operation systems) in accordance with WithSecure’s product lifecycle policies, which may lead to the Solution becoming inoperable. Use of the Solution, for which the maintenance is discontinued, is not recommended and such use is entirely at your own responsibility. The product lifecycle policies and more information on product lifecycles are available on WithSecure’s website. As the Solution is likely to evolve during your subscription, WithSecure may need to revise these Terms from time to time. WithSecure shall publish the revised Terms on WithSecure’s website and/or at another interaction point where it has previously been made available. Once published, the revised Terms shall automatically cover all Solutions and installations of your subscription (does not overrule app stores’ terms). In case there are material changes to the Terms, WithSecure may also notify you by other means and in this case, the revised Terms shall become effective within thirty (30) days from the

communication. You accept the revised Terms by continuing to use the Solution. If any part of these Terms is found void and unenforceable, it will not affect the validity of the rest of the Terms, which shall remain valid and enforceable.

## **11 General terms**

### **11.1 Access**

To access and use the Solution, you must create a user account (“User Account”) and provide WithSecure your name, email address and other information as requested by WithSecure. You are responsible for maintaining the confidentiality and security of your User Account and you must not share your User Account with anyone else. You must notify WithSecure immediately of any unauthorized use of your User Account or any other breach of security. WithSecure is not liable for any loss or damage arising from your failure to comply with this section.

WithSecure may require use of multifactor authentication (“MFA”) to verify your identity and protect your User Account. MFA might require using a third-party software for this purpose. You must enable and use MFA as instructed by WithSecure and provide WithSecure accurate and current contact information for this purpose. You acknowledge and agree that MFA may not prevent unauthorized access to your User Account and that WithSecure is not responsible for any loss or damage resulting from such access.

### **11.2 Suitability**

The Solution is subject to specific limitations such as purpose of use and certain technical requirements, including but not limited to operating system, storage space, geographical location, and network connectivity, as informed by WithSecure or its reseller or distributor from time to time. You hereby acknowledge and confirm that you have checked the Solution’s suitability for your own requirements before using the Solution.

### **11.3 Open-source licenses**

To the extent any component of the Solution is made available to you under an open-source license, list of applicable open-source licenses is available in the product user interface and the provisions of that license may expressly override some of these Terms.

### **11.4 Additional terms**

Solution may contain web applications or web portals. The use of such sites may be subject to additional terms. You agree to review such additional terms of use and only use such sites accordingly. Such sites may also be those of WithSecure's reseller or distributor or of other third parties. WithSecure has no liability over any third-party sites.

### **11.5 Availability**

You are informed and hereby accept that all or part of the Solution may be temporarily unavailable or non-operational for repairs, upgrades, maintenance, or for reasons beyond WithSecure's reasonable control (force majeure). WithSecure, its licensors, its resellers or its distributors shall not be held liable for the consequences of such interruptions and shall undertake to restore the availability and operation of the Solution as rapidly as reasonably possible, depending on the technical constraints encountered.

### **11.6 Authorization**

For the Solution to function as intended, you authorize WithSecure, on your behalf, to copy suspicious files containing executable code from your device or from your third-party service accounts linked to the Solution to WithSecure backend systems so that WithSecure can more effectively analyze them for malicious activity.

## 11.7 Assignment

These Terms shall be binding upon and will inure to the benefit of the legal successors of WithSecure.

## 11.8 Termination

Without prejudice to any other rights of termination or expiration in these Terms or under contract or law, WithSecure may terminate your subscription and access to the Solution immediately without notice if you are in breach of any of these Terms or use the Solution's functions for purposes other than those indicated in the official documentation. Where WithSecure observes that you are using the Solution i) in breach of these Terms, ii) other applicable terms or iii) its intended purpose or iv) in a manner that could jeopardize its use by a third party (for example by monopolizing the access bandwidth) or to cause harm to a third party; WithSecure reserves the right (i) to not renew your subscription, (ii) to limit your use of the Solution or part thereof, and (iii) to terminate your subscription. In the event that the agreement between WithSecure and WithSecure's reseller or distributor providing you with the Solution is terminated, WithSecure or its reseller or distributor may notify you of premature termination of your subscription. You shall not be entitled to a refund, damages, or other compensation from WithSecure as a result of such termination. All restrictions of use shall survive termination. In the event of termination of your subscription, and irrespective of the reason hereto, you shall immediately i) discontinue all use of Solution, and ii) delete any such copies of Solution, that may be installed on your own IT environment.

## 11.9 Export restrictions

You acknowledge and agree that the Solution may be subject to restrictions and controls imposed by applicable laws and regulations, including but not limited to export regulations of the European Union and the United States (collectively "Export Rules"). You agree and certify that neither the Solution nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country for which such export is prohibited under the Export Rules and the regulations thereunder, nor will it be used for any purpose prohibited by the same. By using the Solution, you acknowledge and agree to the abovementioned, and you represent and warrant that you will comply with the Export Rules when either exporting or re-exporting or importing the Solution or any underlying information technology.

## 11.10 Governing law and dispute resolution

Unless otherwise stated below, these Terms shall be governed under the laws of Finland. With the sole exception of any application for injunctive relief, any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof that cannot be solved amicably or through mediation, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

In case the subscriptions are purchased within or on behalf of users residing within the United States or operating under the laws of the United States, the governing law of these Terms shall be the laws of the State of New York. In such case, with the sole exception of any application for injunctive relief, any dispute, controversy or claim arising out of or relating to these Terms that cannot be solved amicably or through mediation, shall be finally settled by one arbitrator in accordance with the JAMS Rules. The place of arbitration is New York, USA.

## 12 Contact

If you have any questions regarding these Terms, please visit the support section at <https://www.withsecure.com/en/support> or contact your WithSecure partner directly.