

Quick Heal Mail Protection for Windows End-User License Agreement

PLEASE READ THIS QUICK HEAL MAIL PROTECTION FOR WINDOWS END-USER LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS QUICK HEAL SOFTWARE.

BY USING THIS SOFTWARE OR BY CLICKING THE "I AGREE" BUTTON OR ATTEMPTING TO/CONSENTING TO INSTALL THE SOFTWARE IN ANY WAY, (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR SIGNATURE), YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ONCE ACCEPTED BY "YOU"[AS AN INDIVIDUAL (ASSUMING YOU ARE ABOVE 18 YEARS AND/OR HAVING LEGAL CAPACITY TO ENTER INTO AN AGREEMENT)], OR THE COMPANY OR ANY LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (HEREINAFTER REFERRED TO AS 'YOU' OR 'YOUR' FOR THE SAKE OF BREVITY)] SHALL BE A LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND QUICK HEAL TECHNOLOGIES PRIVATE LIMITED, PUNE, INDIA (HEREINAFTER REFERRED TO AS "QUICK HEAL") AND YOU SHALL HAVE THE RIGHTS TO USE THE SOFTWARE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY QUICK HEAL FROM TIME TO TIME. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, DO NOT USE SOFTWARE IN ANY WAY AND PROMPTLY RETURN THE SAME (WITHOUT USING THE SAME) IN YOUR POSSESSION.

In consideration of payment of the License Fee, evidenced by the Receipt, Quick Heal grants You, a non-exclusive and non-transferable right to use of the Software during the License Period (as stated in your invoice) a Mail Protection security solution for Windows, according to the technical requirements described in the User Manual and which is subject to the terms and conditions of this Agreement.

Quick Heal reserves all rights not expressly granted, and retains title and ownership of the Software. This Software and the accompanying written materials are the property of Quick Heal and are copyrighted.

1. DEFINITIONS

- a. **"Device"** means the personal digital assistants, smartphones, handheld devices, or other electronic devices for which the Software is specifically designed (for such system requirements as particularly described in the User manual or www.quickheal.com) where the Software will be installed and/or used.
- b. **"Distributors"** means the authorized distributors, agents, sub-distributors of Quick Heal, selling Quick Heal range of products, including sales through Internet.
- c. **"License period"** means the period commencing from the date of installation of Software (Effective date) upto the period mentioned in the Invoice.
- d. **"Normal working hours"** shall mean 09:30 a.m. to 6:30 p.m. Indian Standard timing (IST) on Working Days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in the India.
- e. **"Support"** means the Technical Assistance in order to use the Software, provided by Quick Heal, which may or may not be chargeable to you. Please refer www.quickheal.com for more details.
- f. **"Updates"** means collections of any or all among virus definition files including detections and solutions for new viruses along with the corrections, improvements or modifications to the Software.
- g. **"Upgrades"** means any correction, improvement, modification or yearly enhancements in the

form of the new version of the Software which Quick Heal generally releases once in a year.

- h. **“User Manual”** means the user guide, Help Guide, documentation provided with the Software, updated agreements provided on the website of Quick Heal (www.quickheal.com), explanatory or other materials as provided from time to time by Quick Heal.
- i. **“You”** means the **“End User”** means an Individual/organization who has purchased Software for his/her own use and not for resale or further distribution:
 - (i) An individual (such an individual) using/legally acquiring the Software on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has the possession of the Software; or
 - (ii) An organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an Organization to use the Software, accept the Agreement on behalf of the Organization and every other person (whether authorized or not by such person) who uses/has the possession of the Software.

2. RESTRICTIONS

You are liable for risk of loss or damage of the Software while it is in your possession or control. You (including your employees, agents, contractors not authorized by Quick Heal) agree not to:

- a. emulate, or adapt any portion of the software.
- b. debug, decompile, modify, translate and reverse engineer the software.
- c. try making an attempt to reveal/discover the source code of the software.
- d. create derivative works based on the software or any portion thereof with sole exception of a non-waivable right granted to You by any applicable legislation.
- e. remove or alter any copyright notices or proprietary notices on any labels, or marks of the Software.
- f. reduce any part of the software to human readable form.
- g. Demonstrate, copy, sell the software to any third party.
- h. publish or otherwise disclose information relating to the performance or quality of the software to any third party.
- i. sublicense, rent or lease any/all portion of the software.
- j. use for unlicensed and illegal purpose.
- k. assign or transfer any of your rights or obligations under this Agreement.

3. ACTIVATION / INSTALLATION

- a. Quick Heal will install Software onsite / remote support. You need to follow the steps mentioned in Quick Start Guide of Software. Quick Heal expressly disclaims any loss of data, loss of profits during such installation. If you modify your Device or make alterations/modifications to other vendors' software installed on it, you may be required to repeat activation of the software or installation of license key file or in case contact Quick Heal Support. Quick Heal reserves the right to verify the validity/legality of license and software.
- b. Quick Heal will verify the Device submitted by the user at the time of registration, if there are problems in verification, product will not be activated / installed. This is an essence term for activation of product.
- c. The license rights granted under this Agreement are limited for the first twenty (20) days after you first install the Product unless you supply registration information

required to activate your licensed copy as described in Activation Wizard of the Product. You can activate the Product through the Internet. You may also need to reactivate the Product if you happen to re-install the product due to some reasons. There are technological measures in this Product that is designed to prevent unlicensed or illegal use of the Product.

- d. You agree that we may use those measures. You agree that Quick Heal's software may use the measures that can control and prevent piracy of softwares.
- e. As the only warranty under this Agreement, and in the absence of accident, abuse or misapplication, Quick Heal warrants, to the original Licensee only, that the disk(s) on which the software is recorded is free from defects in the materials and workmanship under normal use and service for a period of thirty (30) days from the date of payment as evidenced by a copy of the Receipt. Quick Heal's only obligation under this Agreement is, at Quick Heal's option, to either (a) return payment as evidenced by a copy of the Receipt or (b) replace the disk that does not meet Quick Heal's limited warranty and which is returned to Quick Heal with the copy of the Receipt.

4. THIRD PARTY WEBSITE LINKS

At some point the software product includes links to third party sites; you may link to such third party websites as the user of this software. The third party sites are not under the control of Quick Heal and Quick Heal is not responsible for the contents of any third party website, any links contained in the third party's websites. Quick Heal is providing these links to third party websites to you only as a convenience and is not responsible for any kind of loss/ damage arising out of it.

5. TERM

You are entitled to use Software only during the license period commencing from the date of activation of the Software upto the period mentioned in your invoice details. Except for evaluation and beta licenses or other licenses where the term of the license is limited per the evaluation/beta or other agreement, the term of the license is for the duration mentioned in your Invoice.

6. FEATURES OF SOFTWARE

- a. During the License Period of the Software, You have the right to use features of software.
- b. During the License Period of the Software, You have the right to receive free Updates of the Software as and when Quick Heal publishes the Updated Virus-database and free version upgrade as and when Quick Heal releases new version upgrade. You agree, understand and accept that You will be required to regularly download Updates published by Quick Heal. Any and all Updates/upgrades you receive from Quick Heal shall be governed by this Agreement, or as amended from time to time by Quick Heal.
- c. You agree, accept and acknowledge:
 - i. that You are solely responsible for the configuration of the Software Settings and the results, actions, inactions initiated due to the same and Quick Heal assumes no liability/responsibility in any case and the Clause of Indemnification shall be applicable.
 - ii. that Quick Heal assumes no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third party apps; and/or change in settings; and / or change in contacts and / or Deletion/loss of contacts, specifically authorized by You or occurs due to the actions,

inactions (whether intentional or not) by You or any third party whom You have authorized to use, handle your Device due to features of Software.

- iii. that to avail/use certain features of the Software, you may be required to incur some cost and that Quick Heal does not warrant that the usage of certain features of the Software are free of cost and that Quick Heal shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of Your usage of such features of the Software.
- iv. that you be solely responsible and shall comply all applicable laws, regulations of India and any foreign laws including without limitation, privacy, obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using the Software.
- v. that while using the Software, Quick Heal suggests some actions to be initiated by You in your sole benefit, for example "Quick Heal software may suggest You to uninstall infected applications", however such actions are suggestive and Quick Heal takes no responsibility/liability if you perform such suggestive actions or not and Quick Heal assumes no responsibility/liability for any liability arising out of such actions/inactions.

7. SUPPORT

Quick Heal offers support features during usage of this software i.e., Live Chat with technical support team and/ or the technical support team may, at your discretion, take remote access. The availing of this support will be solely at your discretion and you are solely responsible to take back up of the existing data/software/programs in your Device before availing such a support. Quick Heal will not be held responsible for any loss of data, any kind of direct/ indirect/ consequential loss or damage to data/ property arising during this entire process. If at any point of time the Technical Support team is of the opinion that it is beyond their scope, it will be the sole discretion of Quick Heal to suspend, cease, terminate or refuse such support as Quick Heal does not claim any warranty and/or guarantee of any kind in providing the support feature.

8. EMAIL/ELECTRONIC COMMUNICATION

Once you register the software by activating / installing the software, Quick Heal may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device. The communication can be for the purpose of product verification for your convenience.

9. QUICK HEAL STATUS UPDATE

Upon every update of licensed copy, Quick Heal Update module will send current product status information to Quick Heal Internet Center. The information that will be sent to the Internet Center includes the Quick Heal protection health status like, which monitoring service is in what state in the system. The information will be used to provide quick and better technical support for legitimate customers.

All the registered users/subscribers will get the updates free of cost from the date of license activation till the expiry date of the license.

10. COLLECTION OF INFORMATION

Quick Heal software may collect the following information which may / may not contain any personally identifiable information either with or without your discretion/permission for

statistical purpose or enhancing and evaluating the ability, effectiveness and performance of Quick Heal's product in identifying and/or detecting the malicious behavioral pattern, inherently fraudulent websites and other Internet security threats/ risks. Password entered by the end users during registration is not stored at Quick Heal server. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- a. Any type of Executable files which the Software may identify having a potentially malware behavioral pattern.
- b. Any type of information relating to the status of the software that whether there occurred any error while installing the Software or the installation was successful.
- c. Any type of URLs of websites visited that the Software deems inherently and potentially fraudulent.
- d. Any type of information that Software deems potentially fraudulent, posing security risks/ threats.
- e. Any type of information for identifying the Media Access Control (MAC) address of the Device, Global Positioning System (GPS) on which the Software has been installed.
- f. Any type of information for identifying the Internet Protocol (IP) Address and information required for effective license administration and enhancing product functionality and usability.
- g. You admit that the information/data as collected above can be used for analyzing, preventing and detecting the potential internet security risks, publishing any type of data/ reports/ presentations on the trends collected, sharing the data to create awareness with any organizations, vendors.

11. INTELLECTUAL PROPERTY RIGHTS

You understand and acknowledge that Quick Heal Software including all subsequent copies in any media is the sole proprietary of Quick Heal and Quick Heal does not grant any right, title and interest in Quick Heal Software or in any Intellectual Property of Quick Heal or third party licensor. Any error corrections, modification, enhancements, updates, upgrades made to Software by you or Quick Heal will be the sole and exclusive property of Quick Heal. Software and the accompanying written materials are the property of Quick Heal and are copyrighted. Copying of the Software or the written material is expressly forbidden. The Software, software, source code, activation code, license keys, documentation, systems, ideas, information, content, design and other matters related to the software, trademarks, are the sole proprietary and Intellectual Property rights of Quick Heal protected under the Intellectual property Laws and belong to Quick Heal. Title in the Software shall remain with Quick Heal unless and until full payment is received from you. No license, right or interest in Quick Heal's logos, trademarks is granted to You under this Agreement and you hereby agree not to remove any product identification or notices of proprietary restrictions.

12. YOUR RESPONSIBILITIES

You understand, agree, warrant and are responsible:

- a. to adhere and follow the User Manual provided alongwith the Software. Quick Heal has mentioned the user guidelines in the user manual. Any violation found in terms of usage not prescribed in the User manual, will result in void warranty with immediate effect.
- b. For any attempt found to open the Software. The Software comes duly sealed and in a tested condition, hence any attempt found to open the Software or if the security shield found to be broken will result in cancellation of hardware warranty.

- c. to immediately notify Quick Heal about the problems, if any arising in the Software and to request for the support services to the authorized agents, employees of Quick Heal in such format as notified by Quick Heal from time to time.
- d. to carry out all the recommendations of Quick Heal for determining the nature or cause of a problem and for the resolution of the same. You shall be solely responsible for maintenance and support of all the designated hardware, servers, networking products, other equipments and operating systems, database software on or which you operate the Software.
- e. for any loss of or damage to the Software including but not limited to mishandling, misuse, neglect, improper testing, unauthorized repair, or alteration of the Software or processing that alters physical or electrical properties of any Software and/or related components.

13. LIMITED WARRANTY AND DISCLAIMERS

- a. The Software provided by Quick Heal is “AS IS” and “AS AVAILABLE” without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.
- b. Quick Heal does not warrant, make any representations that Software will work uninterrupted, timely, secure or error-free or shall meet any or all your requirements whether disclosed to Quick Heal or any of its directors, agents, distributors and employees. The entire risks, faults as to performance of the Software, to achieve your intended results, the results obtained from the Software shall be assumed by You.
- c. You understand and accept that the Software will substantially perform according to the specifications, descriptions stated in the User Manual, as updated from time to time, subject to the following and Quick Heal expressly disclaims any and all liabilities arising from the following circumstances:
 - (i) incompatibility caused by any software and/or hardware components installed on your Network/server where the Software will be/is installed.
 - (ii) Any actions initiated by You or by third parties which were beyond the reasonable control of Quick Heal.
 - (iii) Any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, alterations, neglect, non-permitted modifications, acts of terrorism, vandalism and unauthorized repairs.
 - (iv) If the Software has been mishandled at your premises either purposefully and/or due to in-appropriate working conditions or due to your negligence and/or attempts have been made to re-install, repair modify etc. without the supervision of the Quick Heal. The Software should be used in the operating environment as mentioned in user guide, if found to be used in other non supportive environment the warranty will be void.
 - (v) the deficiencies, defects, in Your premises for operation and related infringements.
 - (vi) Your violations of the terms and conditions described in the User manual or in this Agreement.

14. INDEMNIFICATION

- a. You expressly understand, admit and warrant that in no event shall Quick Heal and/or any of its directors, employees, agents, partners, distributors be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/ or any

third party for any direct, indirect, incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business / profits, damages for loss of confidential / other information, failure to meet any statutory duty / duty of reasonable care / duty in good faith, economic / notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if Quick Heal has been advised of the possibility of such damages), to the fullest extent permissible by law:

- I. Arising due to your usage of Software.
 - II. your negligence or inability of using the Software or support.
 - III. any dispute between you and third party with respect to availing the Software.
 - IV. your violation of any rights of any other individual and/or entity.
 - V. your breach of the Agreement.
 - VI. the failure of Quick Heal to provide Support Service or any other.
 - VII. In case of Hardware problem standard RMA procedure will be followed which may differ region specific.
 - VIII. service/information.
- b. This limitation will apply to all causes of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and You hereby release Quick Heal and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.
- c. Notwithstanding any other terms of this Agreement, the maximum liability of Quick Heal for any claims under this Agreement shall in no event exceed the amounts payable by You towards the purchase of Quick Heal Software. Claim would vary depending upon the assessment done by Quick Heal and would be subject to above.

15. GENERAL

- a. **Force Majeure.** Quick Heal shall not be liable for any damages or penalty for delay of failure in performance of its obligations, pursuant to any accepted purchase order, or for failure to give notice of delay when such delay is caused by the elements, acts of God, delay in transportation, delay in delivery or performances by Quick Heal's vendors or other third parties, shortages of materials, or labor interruptions, or any other causes beyond the reasonable control of Quick Heal. Provided that Quick Heal shall Endeavour to complete the task within a reasonable period after happening of any event as covered under such force majeure.
- b. **Legal Jurisdiction.** This agreement and any matter relating thereto shall be subject only to jurisdiction of Courts at Pune, India and shall be interpreted as per the terms of the law/s for the time being in force in India. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between You and Quick Heal. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a panel of three arbitrators, with Quick Heal appointing one arbitrator, You appointing one arbitrator and the arbitrators so appointed jointly nominating a third presiding arbitrator. The venue of arbitration shall be Pune. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and Indian Laws and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral proceedings the Parties shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in Pune, India shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity. Notwithstanding this dispute resolution procedure, either party shall have the

right to seek an injunction in a court of appropriate jurisdiction, in the event that it believes that its intellectual property rights are at risk.

- c. **Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding its subject matter, and supersedes any proposals, negotiations, representations, advertisements, marketing materials or communications whether, oral or written, with respect to the Software or to subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed by Quick Heal on the website www.quickheal.com from time to time. Any waiver by either party of any violation of any provision of this agreement by the other party will not be deemed to waive any other violation of the same or any other provision.
- d. **Severability.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby 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.
- e. **Survival.** The Clauses in this Agreement including not limited to rights to License fees receivable, "Indemnification", "Limited Warranties & Disclaimers" and "Intellectual Property" shall survive expiration or termination of this Agreement.
- f. You cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by Quick Heal under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.
- g. The Section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- h. Quick Heal reserves right to amend this End-User License Agreement from time to time and will keep updated on its website www.quickheal.com and it would be binding on end user. This is an essence of use of software.
- i. Quick Heal reserves the right to co-operate with any legal process and may provide documents, information related to your use of the Software.