

Evaluation Agreement

Preamble:

Kaspersky Lab offers hosted security services in the fields of email (Kaspersky Hosted Email Security), the Web (Kaspersky Hosted Web Security Service), and IM (Kaspersky Hosted IM Security Service). It is intended that, prior to any decision on Kaspersky Lab technology, potential customers be given an opportunity by Kaspersky Lab to use its hosted security services for a limited period of time, for the exclusive purpose of evaluating them free of charge.

It is against this background that Kaspersky Lab and the evaluation customer enter into the following contract:

1.0 Evaluation contract:

Kaspersky Lab shall make available to the evaluation customer hosted security services, free of charge for a limited period of time, for the exclusive purpose of evaluating them.

2.0 Services:

2.1. The evaluation customer shall only acquire a non-exclusive, non-transferable right to use the service, which right may only be exercised in the context of, and for the purpose of, evaluating it.

2.2. The evaluation customer's right of use arising from clause 2.1 above shall expire when this evaluation contract comes to an end. When this evaluation contract comes to an end the evaluation customer is obliged to reverse any changes that were made to enable use of the service (such as changes to the MX record), and to inform and assure Kaspersky Lab that the changes have been completed.

3.0 Maintaining secrecy and confidentiality:

3.1. Kaspersky Lab undertakes to maintain the confidentiality of any information about the evaluation customer, its IT structures, its electronic data processing equipment, and any confidential information and information of commercial value that has become known to Kaspersky Lab in the course of and as a result of collaboration with the evaluation customer in the context of this evaluation contract.

3.2. The evaluation customer undertakes to maintain the confidentiality of whatever information about Kaspersky Lab, its methods of working and business model, and its software, together with any confidential information and information of commercial value that had become known to the evaluation customer in the course of, and as a result of its collaboration with Kaspersky Lab in the context of this evaluation contract.

4.0. Guarantee and liability:

- 4.1. Use of the hosted security services by the evaluation customer shall be solely and exclusively for the purpose of trial over a limited and short period. Taking this particular purpose into consideration Kaspersky Lab assumes no guarantees of any kind whatsoever.
- 4.2. On account of the particular purpose of the evaluation contract described in clause 4.1 above liability is excluded for each and every claim made by the evaluation customer arising from and in connection with the use of the service made available in accordance with clause 1.1 above, as well as with the receipt and forwarding of emails, on whatever legal basis such claims might rest, for reimbursement of lost profit, and/or for damage arising from the loss of contracts entered into or from losing the possibility of entering into them, and/or from loss of commercial regard and/or from loss of customers.

This exclusion of liability shall not apply in cases:

- 4.2.1. of intention and gross negligence on the part of Kaspersky Lab or its statutory representatives or their auxiliary persons,
- 4.2.2. of losses arising from death, illness or injury,
- 4.2.3. of culpable disregard of duties that are essential under this contract,
- 4.2.3. of claims on the basis of the law on product liability.

5.0. Term:

- 5.1. The evaluation contract shall run for 28 days and then shall end without notice to terminate having to be given.
- 5.2. Kaspersky Lab is entitled to terminate the evaluation contract at any time and with immediate effect and to stop the service/services with immediate effect, when the evaluation customer acts or behaves in a way not complying with the exclusive purpose of this contract of evaluating the service (for instance by sending out spam).

6.0. Final provisions:

- 6.1. The laws of England shall apply to this contract, with the exception of the provisions of international private law. Application of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is ruled out.
- 6.2. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

Kaspersky Lab UK Ltd.
Culham Science Centre
Abingdon, Oxon, OX14 3DB
United Kingdom