



Protecting the World's Critical Infrastructure

February 8, 2024

OPSWAT INC. TERMS OF SERVICE

Effective as of January 12, 2024

These OPSWAT Inc. Terms of Service (the “**Terms**”) outline the terms regarding Your access and use of the Services (as defined in Section 1 below).

These Terms are a legally binding contract between You and OPSWAT Inc. (“**OPSWAT**”). If You do not agree with these Terms, do not register for any OPSWAT account, purchase Services directly or indirectly, or use the Services in any way.

By using or accessing the Services, or registering for any OPSWAT account, You agree to be bound by these Terms.

If You use the Services on behalf of an entity, You agree to these Terms on behalf of that entity and represent and warrant to OPSWAT that You have the authority to bind that entity to these Terms (in which event, “**You**” and “**Your**” refer to that entity).

1. DEFINITIONS

The following capitalized terms have the following meanings:

“**Account Information**” means Your Confidential Information that OPSWAT maintains for supporting You as an OPSWAT customer, consisting only of (a) names, emails, addresses, telephone numbers, and other business contact information of Your employees or independent contractors; (b) communications between You and OPSWAT relating to the performance of the Services; and (c) communications between You and OPSWAT relating to the negotiation of Order Forms, SOWs, and other contracts governed by, incorporated into, and made part of these Terms.

“**Affiliates**” means, with respect to each party, entities that Control, are controlled by, or are under common Control with such party.

“**Aggregated Data**” means statistics, benchmarks, measures, and other information or data that is anonymized (i.e., de-identified, aggregated, or otherwise rendered not reasonably identifiable to any person or entity).

“**API**” means the application-programming interface You use to access certain functionality OPSWAT provides.

“**Applicable Laws**” means applicable national, federal, state, and local laws, rules, guidelines, court or government agency orders, and regulations.

“**Available**” means operable for access and use by You and Your authorized users.

“**Claim**” means a claim, demand, lawsuit, dispute, or proceeding.

“**Cloud Services**” means Services hosted on the Internet, including Software, made available to You for the Subscription Period.

“**Control**” means the beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

“**Documentation**” means OPSWAT then-current operating manuals, user instructions, technical literature, and functional materials describing the features, plans, options, and functions of the Services made generally available by OPSWAT to its customers or users, including user guides, knowledge base and release notes published at <https://docs.opswat.com>.

“**Fees**” means fees paid or to be paid by You for the Services pursuant to an Order Form or other written agreement between You and OPSWAT.

“**Feedback**” means suggestions regarding features, functionality, modifications, enhancements, improvements, or performance.

“**Force Majeure Event**” means cause beyond the reasonable control of an affected party (including, without limitation, pandemic, war, wind, natural disaster, lightning, fire, earthquake, flood, hurricane, riots, acts of God, Internet service provider failures or delays, denial of Internet service attacks).

“**Hardware Product**” means a hardware device OPSWAT sells for the sole purpose of executing, delivering, or operating the specific Software supplied with the device.

“**Insolvency Proceeding**” means bankruptcy or insolvency proceeding.

“**Intellectual Property**” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights.

“**Issue**” means a single, reproducible problem affecting the features and functionality of the Services.

“**Losses**” means damages, attorney fees, expert witness fees, and litigation costs.

“**Malware**” means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, agents, or programs. License keys or other programs used by OPSWAT to terminate or suspend Your access to Services when You violate Section 6 (Use of Services; Acceptable Use) or Services use restrictions detailed in the Documentation or these Terms or exceed the Subscription Period shall not be considered Malware.

“**MetaDefender Drive Hardware Product**” means a hardware device OPSWAT sells for the sole purpose of executing, delivering, or operating the MetaDefender Drive Software supplied with the device.

“**My OPSWAT**” means the My OPSWAT portal at <https://my.opswat.com>.

“**Online Store**” means OPSWAT’s e-commerce website located at <https://metadefender.opswat.com/store>, <https://store.opswat.com>, or OPSWAT’s e-commerce website offered through third-party e-commerce providers.

“**Open Source Software**” means any software component made available via open source licenses.

“**OPSWAT Academy**” means OPSWAT’s online critical infrastructure protection training and certification platform accessible at <https://opswatacademy.com/>.

“**OPSWAT Community**” means a free community site accessible at <https://go.opswat.com/OPSWATCommunity> (accessible through [OPSWAT.com/Services](https://opswat.com/Services)) for OPSWAT customers, users, OPSWAT channel partners, and prospects to have discussions, share ideas, get help from each other, and suggest and vote on enhancements to OPSWAT products and services.

“**Order Form**” means an enrollment or ordering document.

“**Outsourced Providers**” means third parties to whom You or Your Affiliates outsource information technology functions.

“**Personal Data**” means information relating to an identified or identifiable individual.

“**Process**” means any operation or set of operations performed upon Your Personal Data, whether by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Your Personal Data.

“**Professional Services**” means implementation, education, operational, or technical consulting related to the Software.

“**Proof of Entitlement**” means a record (i.e. invoice, payment receipt or confirmation, API or license key, product or license certificate) of the SKUs, types, quantities, and other use metrics of Your purchases from OPSWAT.

“**Representatives**” means a party’s employees or independent contractors.

“**Reseller**” means an entity authorized by OPSWAT to resell licenses to the Services.

“**Sanctions and Export Control Laws**” means any law, regulation, statute, prohibition, or similar measure applicable to the Services and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures,

including, but not limited to, those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered applicable to the Services.

“Scheduled Downtime” means any time the Service is not Available due to OPSWAT’s scheduled maintenance of the Services previously announced to You via email or notice sent to Your My OPSWAT account.

“Services” means, collectively, OPSWAT’s websites (including OPSWAT Community and OPSWAT Academy), products, services (including Cloud Services), Online Stores, Software, Support, My OPSWAT, and other properties OPSWAT owns or operates.

“Site” means <https://www.opswat.com>.

“Software” means OPSWAT-branded software, releases, tools and utilities.

“SOW” means a statement of work issued by OPSWAT that describes the Professional Services.

“Subscription Period” means the duration of Your Software, Cloud Services, or Hardware Products specified in an Order Form or Online Store Services plan, commencing on the start date, and continuing up to the end date. If the Subscription Period is renewed, then the renewal period shall be considered part of the Subscription Period.

“Support” means telephone, email, chat, or web assistance in the resolution of an Issue You report to OPSWAT.

“Taxes” means all transaction taxes, including foreign withholding taxes, and local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added taxes, excise, use, goods and services taxes, and consumption taxes.

“Third-Party Engines” means any antivirus engines licensed by OPSWAT from Third-Party Providers.

“Third-Party Products” means software, code, applications, services, products, files, or data from OPSWAT’s Third-Party Providers.

“Third-Party Providers” means OPSWAT licensors or suppliers.

“You” and **“Your”** means a natural person or entity that is the customer, end user, or user of Services.

“Your Content” means all uploaded files, submitted hashes, application and dependent files, and metadata associated with all files (including hash values, scan results, application intelligence, and vulnerabilities), photos, drawings, documents, or other media, Personal Data, content, communications, or material in any format uploaded, posted, provided, or otherwise made accessible by You to OPSWAT in connection with Your access and use of the Services.

“**Your Personal Data**” means Personal Data that You provide or make available to OPSWAT, or that OPSWAT otherwise Processes on Your behalf, in each case, in connection with the provision of or as a part of the Services pursuant to these Terms at any time until the expiration or termination of the Terms or the Services.

2. CHANGES TO THESE TERMS

OPSWAT reserves the right to modify these Terms and will post the most current version of these Terms at <https://www.opswat.com/legal>. If OPSWAT makes material changes to these Terms, OPSWAT will notify You via the Services and/or email You at the email associated with Your My OPSWAT or OPSWAT Online Store account. Your continued use of Services after OPSWAT publishes or notifies You about OPSWAT’s changes to these Terms means You consent to the updated terms. However, should any such changes or updates occurring during the then-current Subscription Period or renewal term diminish the benefit of these Terms to You, such changes will not take effect for You until the start of the next renewal term. By continuing to use the Services upon renewal, You will have accepted those changes. It is Your responsibility to check the then-current version of these Terms on the OPSWAT website for changes prior to the next renewal term.

3. YOUR ACCOUNT

(a) Certain aspects of the Services may require You to obtain an account by completing a registration form and designating a user ID and password. When registering with OPSWAT You must: (i) provide true, current, accurate, and complete information about Yourself on the registration form and (ii) maintain such information so it continues to be true, current, accurate, and complete.

(b) You are entirely responsible for Your Content and all activities occurring under Your account. You are responsible for maintaining the confidentiality of, and You agree not to share or transfer account passwords, access designations, and API keys. OPSWAT will not be liable for loss or damage You incur. Only You may use Your OPSWAT account. If You become aware of unauthorized use of the Services or Your account, or have questions about Your account, contact OPSWAT Support at <https://www.opswat.com/support/contact-support>.

(c) If an entity (e.g. employer) provided You with Your account, this entity has rights to Your account and may: (i) manage Your account (including suspending or canceling); (ii) reset Your password; (iii) view Your usage and data, including how and when Your account is used; and (iv) view Your other devices connected to the entity’s network. If You are an entity, You are solely responsible for ensuring that You have a lawful basis under Applicable Laws to perform the actions listed in the aforementioned (i)-(iv).

(d) Online Stores. To create an account to make purchases through OPSWAT’s Online Stores:

- (i) You must use an email from an entity or registered domain (i.e. employer, not free email domains such as Hotmail, Gmail, Yahoo, Outlook).
- (ii) You must be at least 18 years of age.
- (iii) You agree that OPSWAT may terminate the Services and refund Your payments if you are employed by or represent an entity in the cybersecurity industry, which OPSWAT determines in its sole discretion it does not desire to do business with through its Online Stores.
- (iv) You agree that OPSWAT may terminate the Services and refund Your payments, prorated for Services unused, within forty-eight (48) hours of receiving Your payments if OPSWAT determines in its sole discretion it does not desire to do business with You through its Online Stores.
- (v) You may not purchase Services as an individual for personal use only, unless specifically provided in Section 26 (Specific Services Terms) for the Services You purchased.

4. ELECTRONIC COMMUNICATIONS

By registering an account with OPSWAT or purchasing or signing up for Services, You understand OPSWAT may send (including via email) You information regarding the Services, such as: (a) notices about Your use of the Services, including use violations; (b) updates to the Services and new features, functionalities, services, or products; (c) promotional information regarding OPSWAT or third party products and services; and (d) Proof of Entitlements. You may unsubscribe by following the instructions in the notices or managing Your email subscriptions at <https://www.opswat.com/manage-your-communication-preferences>.

If You do not consent to receive notices (other than promotional information) electronically, stop using the Services.

5. YOUR CONTENT; PRIVACY

- (a) The [OPSWAT Privacy Policy](#) identifies how OPSWAT collects, stores, protects, and uses certain information collected about You to operate and provide the Services. You acknowledge Your use of the Services is subject to the [Privacy Policy](#), and You agree to the [Privacy Policy](#).
- (b) You represent and warrant that You are either the original owner of Your Content or You have the necessary rights and permissions to authorize OPSWAT to use Your Content. You agree to give OPSWAT evidence of such rights and permissions if OPSWAT requests.
- (c) You are responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Your Content, including but not limited to: (i) controlling access that You provide to Your end users; and (ii) backing up Your Content.

(d) You grant OPSWAT a non-exclusive, worldwide, royalty-free license to access and use Your Content to perform its obligations and exercise its rights under these Terms.

(e) The Data Processing Addendum located <https://www.opswat.com/legal>; is incorporated by reference into these Terms if Applicable Laws require OPSWAT to enter into an agreement with You regarding OPSWAT's processing of Your Personal Data.

(f) Aggregated Data. OPSWAT may collect, develop, create, extract, compile, synthesize, analyze, use, and/or commercialize, or share with third parties, Aggregated Data for a variety of purposes, including to: (i) maintain, improve, market, and promote our Services; (ii) identify, understand, and anticipate performance and security issues and the factors that affect them; (iii) provide updates, enhancements, and personalized experiences to our customers; and (iv) research and develop new products and services. OPSWAT retains all intellectual property rights with respect to such Aggregated Data.

6. USE OF SERVICES; ACCEPTABLE USE

If You have entered into a paid transaction with OPSWAT evidenced by a Proof of Entitlement, subject to Your compliance with these Terms, OPSWAT grants you a non-exclusive, non-transferable (except as expressly provided in the "Assignment" provision of Section 24 (Miscellaneous)), non-sublicensable license to access and use the Services as described in the Proof of Entitlement in accordance with any applicable Documentation solely for Your internal use during the Subscription Period.

If You use or access Services for free, subject to Your compliance with these Terms, OPSWAT grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Services in accordance with any applicable Documentation solely for Your personal use.

You may not reproduce, resell, or distribute any portion of the Services (including using any portion of OPSWAT's Services for the development, production, or marketing of a product or service) for any purpose without express written permission from OPSWAT.

You agree You will not, nor will You encourage or assist others to, harm the Services or use the Services to harm others.

You must not: (a) conduct activity designed to overload, harm, impede the normal functioning, damage, disable, overburden, or impair the Services (or any network connected to the Services); (b) make generally available to third parties as a billable service, resell, redistribute, package, repackage, sell, rent, sub-rent, lease, sub-license, or sublease the Services or any part of it (except as expressly provided in the "Assignment" provision of Section 24 (Miscellaneous)); (c) use unauthorized means to modify, reroute, or gain access to the Services or OPSWAT's servers, computers, or databases, or attempt to carry out these activities; (d) use any malicious automated process or service (such as Malware bots, spiders, or periodic cachings of information stored by OPSWAT) to access or use the Services; (e) violate the allocations and amounts, and the features and functionality provided in that Service; (f) use the Services to violate

Applicable Laws or distribute Malware; (g) distribute, post, share, use information for which You do not own the necessary Intellectual Property rights or licenses (including but not limited to publicly attributing Services results from Third-Party Providers, OPSWAT channel partners, or Anti-malware engines without the appropriate third party's express written permission); (h) mine information from the Services to obtain Personal Data; (i) disclose, conduct, perform, publicly display, publish, or republish the results of benchmark, performance, comparison, or competitive tests or analysis involving the Services for any reason or purpose without OPSWAT's prior written approval; (j) reverse-engineer (including reverse compiling to ensure interoperability), decompile, disassemble, modify, translate, or make any attempt to discover or gain access to the source code, source files, or structure of all or any portion of Services or create derivative works from Services; (k) transfer or use node-locked Software to hardware other than Hardware Products on which Software was originally installed, or use Software with grey-market hardware; (l) remove any copyright or other proprietary notations from the Services or the Documentation; or (m) use a Service in any manner not authorized by these Terms.

OPSWAT retains the right to block, or otherwise prevent delivery, of any file, email, or other communication to or from the Services.

You agree to comply with Services use restrictions detailed in the Documentation for the specific Services.

ITAR. International Traffic in Arms Regulations (“**ITAR**”) controls the dissemination of technical data related to weapons, weapon systems, and other defense articles contained on the U.S. Munitions List. You agree not to use or allow a third party under Your control to submit content that is subject to ITAR maintained by the U.S. Department of State (i.e. ITAR-controlled technical data), or otherwise cause OPSWAT to provide a Defense Service as defined in ITAR.

Permitted Third Party Usage. You may permit Your employees and agents, Your Affiliates, and Your Outsourced Providers to use the Services provided that: (a) Your employees and agents, Your Affiliates, and Your Outsourced Providers shall only use and/or operate the Services, in accordance with the rights and restrictions granted herein; (b) the actual usage of Services by You, Your employees and agents, Your Affiliates, and Your Outsourced Providers in aggregate shall not exceed any aggregate limits in the Proof of Entitlement You purchased; (c) You shall ensure that Your employees and agents, Your Affiliates, and Your Outsourced Providers understand and comply with these Terms; and (d) You shall be responsible for the acts and omissions of Your employees' and agents', Your Affiliates', and Your Outsourced Providers' use of the Services.

Compliance with Export Control Laws. You represent and warrant that neither You nor any party that owns or controls or is owned or controlled by You is (i) a resident of, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States; (ii) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union

Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (iii) otherwise the target or subject of any Sanctions and Export Control Laws. You further represent and warrant that You will not, directly or indirectly, export, re-export, transfer, or otherwise make available (a) the Services, or (b) any data, information, software programs and/or materials resulting from the Services (or direct product thereof) to any country, region, or person described in this clause or in violation of, or for purposes prohibited by, Sanctions and Export Control Laws, including for proliferation-related end uses.

7. SUSPENSION AND TERMINATION OF THE SERVICE

OPSWAT may suspend or terminate the Services or My OPSWAT access, at any time, in its sole discretion, if OPSWAT reasonably believes in good faith that You are in violation of the Terms or Applicable Laws, and Your material breach of these Terms cannot reasonably be cured, or if such breach is capable of being cured, You have not cured it within 30 days of notice by OPSWAT.

8. OPSWAT PROPRIETARY RIGHTS

All contents of the Site and Services, including but not limited to logos, designs, text, software, technical drawings, configurations, graphics, files, icons, images, audio clips, and their compilation (meaning the selection, collection, assembly, arrangement) and OPSWAT Confidential Information belong to OPSWAT, and/or its Third-Party Providers or Affiliates.

OPSWAT or its Third-Party Providers or OPSWAT Affiliates own and reserve all right, title, and interest in and to the Services and all hardware, software, and other items used to provide the Services, other than the rights expressly granted to You to use the Services and OPSWAT Confidential Information. No title to, or ownership of, Intellectual Property or proprietary rights related to the Services or OPSWAT Confidential Information is transferred to You pursuant to these Terms.

Feedback. In the event You make Feedback that OPSWAT adopts for its products or services, such Feedback shall be deemed automatically assigned under these Terms to OPSWAT and become the sole and exclusive property of OPSWAT. Prior to submitting Feedback to OPSWAT, You agree to obfuscate Your Personal Data and Confidential Information.

Trademarks. The Services include marks and trademarks that belong to OPSWAT, as described in OPSWAT's Copyright and Trademarks disclosures on www.opswat.com/legal. All other trademarks, service marks, registered trademarks, or registered service marks are the property of their respective owners.

This Section 8 (OPSWAT Proprietary Rights) survives expiration or termination of the Terms or the Services.

9. OPEN SOURCE SOFTWARE

The Services may include Open Source Software. A list of Open Source Software is available on [OPSWAT's Third-Party EULA website](#) and will be updated from time to time. Notwithstanding anything to the contrary in these Terms, OPSWAT makes no warranties in respect of Open Source Software in excess of the warranties set forth in the applicable open source license itself, and accepts no liability in respect of Open Source Software in excess of the limitation of liability set forth in the applicable open source license. If any license requires OPSWAT to provide source code, OPSWAT shall make such source code available to You according to the terms of the applicable open source license. To the extent required by the applicable open source licenses, the terms and conditions of such licenses shall apply to the Open Source Software in lieu of these Terms.

10. THIRD-PARTY PRODUCTS

The Services may operate or interface with Third-Party Products. If You use the Services in conjunction with Third-Party Products, You acknowledge and agree that such Third-Party Products may be licensed under license terms that grant You additional rights or contain additional restrictions, beyond those set forth in these Terms, and such additional license rights and restrictions are described or linked to in the applicable Documentation. You are responsible for complying with the terms for such Third-Party Products and OPSWAT does not provide support for Third-Party Products.

Specific Third-Party Engine Terms. Certain packages of Third-Party Engines may include BitDefender SDK © BitDefender 1997-2023.

11. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

OPSWAT respects the Intellectual Property of others and will respond to alleged copyright infringement notices that comply with Applicable Laws.

OPSWAT reserves the right to close Your accounts or remove information alleged to violate copyright laws or these Terms.

Report alleged copyright violations to:

Attn: Legal Department, OPSWAT Inc., 5411 Skycenter Dr., Suite 900, Tampa, FL 33607

12. CONFIDENTIAL INFORMATION

During Your use of the Services, either party may share with the other party Confidential Information, defined as non-public information (a) labeled or identified "confidential" (or the like), or (b) (either in writing or verbal) of a type that a reasonable person should understand to be confidential, including without limitation, Personal Data, a third party's information, discounts, pricing, strategic roadmaps,

product plans, product designs, architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, business processes, credit card/banking information, and information contained in Your account.

Confidential Information does not include information a receiving party's written records show was: (a) already known to receiving party at the time of disclosure; (b) disclosed to the receiving party by a third party who had the right to make such disclosure without confidentiality restrictions; (c) or through no fault of the receiving party has become, generally available to the public; or (d) independently developed by receiving party without use of the disclosing party's Confidential Information.

You represent and warrant that You have a lawful basis under Applicable Laws to share Your Confidential Information with OPSWAT (including obtaining any and all consents and authorizations and/or providing any notices required under Applicable Laws to allow OPSWAT to process Your Personal Data and transfer Your Personal Data internationally). You understand and agree that the only Personal Data OPSWAT requires from You to provide You with the Services consists of names, emails, addresses, telephone numbers, and other business contact information relating to Your Representatives involved in carrying out the obligations under the Terms. OPSWAT hereby advises and You acknowledge that OPSWAT does not want or need other Personal Data to provide the Services. You understand that You are solely responsible for obfuscating any Personal Data contained in files or metadata You upload to the Services or provide to OPSWAT.

Both parties agree to: (a) treat each party's Confidential Information with the same degree of care a party treats its own Confidential Information, but not less than reasonable care; (b) use each party's Confidential Information only in connection with these Terms and the Services; and (c) only share Confidential Information with third parties who have a need to know to carry out these Terms or as needed for the Services, and signed a non-disclosure agreement to treat Confidential Information as confidential or have confidentiality obligations (e.g. professional responsibility rules) no less restrictive than this Section 12 (Confidential Information).

If the receiving party is requested or compelled by Applicable Laws to disclose the disclosing party's Confidential Information ("**Compelled Disclosure**"), the receiving party's disclosure of such Confidential Information shall not constitute a breach of these Terms provided that the receiving party gives the disclosing party prompt written notice, unless notice is prohibited by Applicable Laws, so that the disclosing party may seek an appropriate remedy. The receiving party shall (a) disclose only that portion of the Confidential Information necessary to comply with Applicable Laws, (b) assert the privileged and confidential nature of Confidential Information against the third party seeking disclosure; (c) reasonably cooperate with disclosing party to protect against disclosure and/or obtain a protective order narrowing the scope of the Compelled Disclosure at disclosing party's expense; and (d) continue to treat Compelled Disclosures as confidential in other respects.

Confidential Information always remains the property of its owner.

Upon termination or expiration of the Terms, or upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party or destroy, to the extent commercially and technically feasible, all tangible materials (e.g. notes) and copies thereof, containing the Confidential Information, except the receiving party may retain copies of disclosing party's Confidential Information (a) stored electronically on data archives or back-up systems or (b) to comply with Applicable Laws applicable to the receiving party, provided that such copies shall be subject to the terms of these Terms while in receiving party's possession.

This Section 12 (Confidential Information) survives expiration or termination of the Terms or the Services.

13. SUPPORT AND SERVICES UPDATES

Support. OPSWAT generally describes its Support options at <https://www.opswat.com/support>, which OPSWAT may update at its sole discretion.

Services. OPSWAT may discontinue any of its products, services, or Third-Party Products, and all related Support (also known as "end of life"); add or remove functionalities or features; or suspend or stop the Services altogether, without notice for Services OPSWAT provides for free, and with notice according to [OPSWAT's End of Sale and End of Life Policy](#).

Services Updates. OPSWAT may make unscheduled deployments of changes, releases, improvements, or enhancements to the Services any time. During such deployments, You acknowledge certain features and functionality of the Services may be unavailable and outages may occur.

Third-Party Engines. OPSWAT may add, replace, or discontinue use of Third-Party Engines used in any of OPSWAT's Services at OPSWAT's sole discretion.

My OPSWAT Availability. OPSWAT uses commercially reasonable efforts to make My OPSWAT available 24 hours a day, 7 days a week, except for: (a) planned downtime (which OPSWAT gives notice), and (b) unavailability caused by a Force Majeure Event.

OPSWAT Community. The [OPSWAT Inc. Community Terms of Service](#) ("Community Terms") outline the terms regarding Your use of the [OPSWAT Community](#). You acknowledge Your use of the [OPSWAT Community](#) is subject to the [Community Terms](#), and You agree to the [Community Terms](#).

14. FEES; TAXES

Fees. OPSWAT offers free and paid Services. If You choose a paid Service, You agree to pay the Fees when You purchase that Service. OPSWAT reserves the right to change its Fees any time in connection with subsequent purchases. Discounts and changes in Fees do not apply to completed purchases. However, if

OPSWAT offered a specific duration and Fees for Your use of the Services, OPSWAT agrees the Fees will remain in force for that duration.

Taxes. All Fees for Services do not include Taxes. OPSWAT may calculate Taxes payable by You based on the billing information You provide at the time of purchase. All Fees are payable in full and without reduction for Taxes. You shall not withhold from Fees the Taxes imposed upon You by a taxing authority. You are responsible for paying all Taxes associated with Fees, excluding OPSWAT income taxes. If You are legally entitled to an exemption from the payment of Taxes, You will promptly provide OPSWAT with legally sufficient tax exemption certificates for each taxing jurisdiction for which You claim exemption. Unless otherwise prohibited by law, OPSWAT will apply the benefits of a requested tax exemption to charges after the date OPSWAT receives and reasonably processes the tax exemption certificates.

Currency. You will pay the Fees in the currency OPSWAT quotes at the time of purchase. OPSWAT reserves the right to change the eligible currencies any time. You are responsible for all charges related to using the purchased Services (including data charges and currency exchange settlements).

Non-refundable and No Cancellation. Except as specifically set forth in these Terms, all payment obligations are non-cancelable, and all payments made are non-refundable, to the extent not prohibited by Applicable Laws.

This Section 14 (Fees; Taxes) survives expiration or termination of the Terms or the Services.

15. BILLING/PAYMENT

If You select a paid Service, You must provide OPSWAT current, complete, accurate, and authorized payment method information. You authorize OPSWAT or its third party payment processing service provider (e.g. PayPal, Stripe) to immediately charge Your payment method for the Services You select. Upon receiving Your payment, OPSWAT will provide You a Proof of Entitlement.

You shall pay Fees according to the payment terms in an Order Form. Failure to pay charges or Fees may result in the suspension or termination of Services.

At OPSWAT's discretion, past due amounts may accrue a late fee equal to the lesser of (a) 1.5% per month, or (b) the maximum Applicable Laws allow.

This Section 15 (Billing/Payment) survives expiration or termination of the Terms or the Services.

16. DURATION; TERMINATION

Duration. If You choose a paid Service, the Terms shall remain in effect until the expiration of the applicable Subscription Term, unless earlier terminated pursuant to this Section 16.

Duration for Online Store Purchases. When You make purchases through OPSWAT Online Stores, You may select from the duration options provided to You.

Termination for Cause. Either party may terminate these Terms or the Services for cause upon twenty (20) days' written notice to the other party of a material breach of the Terms (which, for the avoidance of doubt, includes non-payment in full of applicable Fees) if such breach remains uncured after the expiration of such period. If You purchase through a Reseller, OPSWAT may immediately terminate these Terms, upon twenty (20) days' written notice, due to Reseller's breach of its payment obligations to OPSWAT with respect to the Services Reseller is reselling to You in connection with these Terms. In such event, your only recourse to such termination shall be against the applicable Reseller.

Termination for Insolvency. Either party may terminate these Terms or the Services for cause if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to an Insolvency Proceeding. The Cloud Services is a service, not goods, provided pro rata over the Subscription Period on a daily basis. Your use of the Services after an Insolvency Proceeding commencement is an actual, necessary cost and expense of preserving Your estate. Nothing herein limits OPSWAT's rights of offset or recoupment. OPSWAT is entitled to offset or recoup the value of Services provided after You become subject to an Insolvency Proceeding against any Claim brought by or on behalf of You, including state or federal preference, fraudulent transfer, or other avoidance action.

Post-Termination Obligations. Upon expiration or termination of these Terms or the Services for any reason, You will have thirty (30) days following the expiration or termination, and subject to Your prior written request, to retrieve Content remaining on the Services. After such thirty (30) days, You will have no further rights to access the Services, and OPSWAT may delete Content.

17. LIMITED WARRANTIES AND DISCLAIMERS

Mutual Warranties. Each party represents and warrants that: (a) these Terms has been duly authorized, executed, and delivered, and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of these Terms; (c) the execution, delivery, and performance of these Terms does not violate any other agreement to which it is a party or by which it is otherwise bound; and (d) it has the right to disclose its Confidential Information.

OPSWAT Warranty. OPSWAT warrants that it owns or has obtained all necessary rights from its Third-Party Providers to the Services. The Services are not warranted to be totally error-free.

Limited Cloud Services Warranty. If You enter into a paid transaction for Cloud Services with OPSWAT as evidenced by a Proof of Entitlement, in the event You report to OPSWAT, during the Subscription Period, the Cloud Services do not materially conform with the Documentation under normal use, and such non-

conformity is reproducible and verifiable, OPSWAT, at its discretion, shall either (a) cure the non-conformity within thirty (30) days of verifying and reproducing the non-conformity You report, or (b) refund the prepaid Cloud Services not rendered. This Limited Cloud Services Warranty excludes non-conformity resulting from accidents, abuse, modifications, misapplication, or use of Cloud Services in a manner materially inconsistent with the Documentation.

Limited Software Warranty. If You enter into a paid transaction for Software with OPSWAT as evidenced by a Proof of Entitlement, the initially-delivered version of the Software shall materially conform to the Documentation for ninety (90) days, provided that You are on the then-current release of the Software made generally available by OPSWAT to its customers or users (“**Software Warranty Period**”). In the event You report to OPSWAT, during the Software Warranty Period, the Software does not materially conform with the Documentation under normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion, shall either (a) repair or replace the Software, or (b) refund the fees received for the non-conforming Software, prorated for the use period. This Limited Software Warranty excludes non-conformity resulting from accidents, abuse, unauthorized repair, modifications, misapplication, or use of the Software in a manner materially inconsistent with the Documentation.

Limited Support Warranty. If You enter into a paid transaction for Support with OPSWAT as evidenced by a Proof of Entitlement, OPSWAT warrants Support shall be provided in a professional and workmanlike manner with reasonable care, knowledge, experience, qualifications, resources, and skills. In the event You notify OPSWAT of non-conforming Support within seven (7) days of receiving the non-conforming Support, Your sole remedy shall be reperformance of the Support at no additional charge.

Limited Hardware Product Warranty.

This Limited Hardware Product Warranty applies only to Hardware Products You purchase or to which You subscribe for internal use, and not for resale.

Provided that You either: (i) sign up for a subscription to any Hardware Product; or (ii) purchase any Hardware Product:

(a) OPSWAT warrants the hardware components of the Hardware Products shall be free from material defects in design, materials, and workmanship, and will function, under normal use, in accordance with Documentation, for the following applicable time period (the “**Hardware Product Warranty Period**”):

(1) If You sign up for a subscription to the Hardware Product, the warranty period commences on the Hardware Product shipment date and co-terminates with Your Subscription Period.

(A) For subscriptions to MetaDefender Kiosk, MetaDefender Media Firewall, or MetaDefender Drive: Your Hardware Products shall stop working upon the termination of the Subscription Period. You are solely responsible for exporting any data from Your Hardware Products prior to termination of the Subscription

Period. OPSWAT has no obligation to continue to store the data contained in Your Hardware Products after termination of the Subscription Period.

(B) For subscriptions to MetaDefender Industrial Firewall and OPSWAT Netwall, along with subscriptions to any Hardware Products purchased from the Online Store: Your Hardware Products will continue to operate after expiration of the Subscription Period based on the last update implemented. However, all support and this limited warranty shall terminate and Your continued use of Your Hardware Products is entirely at Your own risk.

(2) If You purchase a Hardware Product, the warranty period commences on the Hardware Product shipment date and continues for a period of (1) year. You may purchase an extended Hardware Product Warranty Period by contacting OPSWAT Support via the methods listed on <https://opswat.com/support/contact-support>.

(b) In the event You report to OPSWAT, during the Hardware Product Warranty Period, the Hardware Product does not materially conform with the Documentation under normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion, shall either (1) repair or replace the Hardware Product, or (2) refund Fees received for the non-conforming Hardware Product, prorated for the use period.

(c) All replacement parts furnished to You under this Limited Hardware Product Warranty may be new or refurbished, and warranted as new for the remainder of the Hardware Product Warranty Period.

(d) All component parts, which have been replaced, becomes OPSWAT property. All component parts that have been repaired remains Your property.

(e) Repair or Replacement Procedures. If a Hardware Product or component part does not function as warranted during the Hardware Product Warranty Period, and such non-conformity is reproducible and verifiable, You shall comply with OPSWAT's repair or replacement procedures, including without limitation: (1) obtain OPSWAT's prior written approval; (2) register the Hardware Product in Your My OPSWAT account; (3) present a Proof of Entitlement and certificate of origin; (4) provide OPSWAT the Hardware Product's identification number; (5) remove all features, parts, options, alterations, data, configuration settings, programs, and attachments not under warranty or provided by OPSWAT; (6) ensure the Hardware Product is free of legal obligations or restrictions that prevent exchange, including Hardware Product owner authorization to have OPSWAT service the Hardware Product; (7) backup and secure all programs and data in the Hardware Product; and (8) inform OPSWAT of changes to the Hardware Product physical location. In the event OPSWAT must repair or replace a Hardware Product at Your premises, You agree to provide OPSWAT sufficient work space and safe access to facilities.

(f) You acknowledge that in order to perform this Limited Hardware Product Warranty, OPSWAT may ship all or part of the Hardware Product to third parties located anywhere in the world, and You authorize OPSWAT to do so.

(g) Hardware Product Warranty Exclusions. The Limited Hardware Product Warranty shall be void as to Hardware Products damaged or rendered unserviceable by: (1) improper or inadequate maintenance by anyone other than OPSWAT or OPSWAT's authorized Representatives; (2) software or interfacing supplied by anyone other than OPSWAT; (3) modifications, alterations, repairs, installations, openings, or additions to the Hardware Products by anyone not certified by OPSWAT or OPSWAT's authorized Representatives; (4) negligence by any person other than OPSWAT or OPSWAT's authorized Representatives; (5) misuse, abuse, accident, electrical irregularity, theft, vandalism, water, or Force Majeure Event; (6) damage caused by containment and/or operation outside the environmental specifications for the Hardware Products; (7) alteration or connection of the Hardware Products to systems, equipment, or devices (other than those OPSWAT specifically approved) without OPSWAT's prior approval; (8) governmental actions or inactions; (9) strikes or work stoppages; (10) Your failure to follow Documentation, including handling or storage not according to OPSWAT's guidelines or Services specifications; or (11) repair or replacement contrary to Applicable Laws.

(h) The Hardware Product Warranty Period is not extended when OPSWAT repairs or replaces a Hardware Product or component part.

OPSWAT, at its discretion, may change the availability of the Limited Hardware Product Warranty, but changes will not be retroactive, or affect existing signed Order Forms.

Limited Third-Party Engine Warranty. If You enter into a paid transaction with OPSWAT as evidenced by a Proof of Entitlement and You choose one or more Third-Party Engines for use in Your Proof of Entitlement, OPSWAT warrants that Third-Party Engines You chose in Your Proof of Entitlement shall be made available to You during the Subscription Period. In the event OPSWAT discontinues or replaces a Third-Party Engine listed in Your Proof of Entitlement during the term listed in Your Proof of Entitlement, Your sole remedy shall be to select a new Third-Party Engine as currently offered by OPSWAT in the package provided to You.

Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 17 (LIMITED WARRANTIES AND DISCLAIMERS), NEITHER PARTY NOR ANY OF ITS THIRD-PARTY PROVIDERS MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS: (A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT; OR (IV) INTEROPERABILITY WITH THIRD-PARTY PRODUCTS OR SERVICES; AND (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS. NEITHER OPSWAT NOR ITS THIRD-PARTY

PROVIDERS WARRANT THAT THE SERVICES SHALL ACCURATELY IDENTIFY ALL KNOWN MALWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

This Section 17 (LIMITED WARRANTIES AND DISCLAIMERS) survives expiration or termination of the Terms or the Services.

18. INDEMNIFICATION

Your Indemnification. You will defend and indemnify OPSWAT, its Affiliates, and their officers, Representatives, directors, successors and assigns (“**OPSWAT Indemnified Parties**”), against any third party Claim: (a) that Your, Your Affiliates’, Outsourced Providers’, or customers’ use of the Services in breach of these Terms, infringes or misappropriates a registered trademark, copyright, trade secret, or United States registered patent (to the extent such infringement or misappropriation is not the result of OPSWAT’s actions); (b) relating to Your, Your Affiliates’, Outsourced Providers’, or customers’ use of the Services in violation of Services use restrictions (including Section 6 (Use of Services; Acceptable Use) and Section 26 (Specific Services Terms)); or (c) relating to the acts and omissions of Your Affiliates’, Outsourced Providers’, and customers’ use of the Services. You will, with respect to any Claim against OPSWAT Indemnified Parties that is subject to this Section 18 (Indemnification), indemnify OPSWAT Indemnified Parties for Losses finally awarded against OPSWAT Indemnified Parties to such third party by a court of competent jurisdiction or agreed in settlement.

OPSWAT Indemnification. If You enter into a paid transaction with OPSWAT as evidenced by a Proof of Entitlement, OPSWAT will defend You, Your Affiliates, and their officers, Representatives, directors, successors and assigns (“**Your Indemnified Parties**”), against any third party Claim brought against Your Indemnified Parties alleging the Services infringe or misappropriate a United States registered patent, registered trademark, copyright, or trade secret, and indemnify Your Indemnified Parties from Losses finally awarded against Your Indemnified Parties by a court of competent jurisdiction as a result of, or for amounts paid by Your Indemnified Parties under a Claim settlement approved by OPSWAT in writing. If OPSWAT receives information about an infringement or misappropriation related to the Services, OPSWAT may in its discretion and at no cost to You (a) modify the Services so they are no longer claimed to infringe or misappropriate, (b) obtain a license for You to continue using the Services in accordance with these Terms, or (c) terminate Your rights to the Services upon thirty (30) days’ written notice and refund You prepaid Fees, prorated for the use period. OPSWAT shall have no indemnification obligations with respect to (1) modification or alteration of the Services by anyone other than OPSWAT or without OPSWAT’s written approval, or (2) Claims arising out of use of the Services, or any part thereof, (A) in combination with software, technology, processes, equipment, services, or other products not supplied by OPSWAT, or

explicitly supported in the Documentation, if such Claims would have been avoided without such combination, or (B) not in accordance with these Terms.

Indemnification Process. Indemnification obligations shall be subject to the party seeking indemnification (“**Indemnified Party**”) (a) notifying the other party (“**Indemnifying Party**”) in writing within ten (10) days of receiving information of any threatened or actual Claim; provided, however, the failure to give notice shall not relieve the Indemnifying Party’s obligations except to the extent that the Indemnifying Party is prejudiced by such failure; (b) giving the Indemnifying Party exclusive control and authority over the defense or settlement of such Claim; (c) not entering into any settlement or compromise of any Claim without the Indemnifying Party’s prior written consent; and (d) providing reasonable assistance requested by the Indemnifying Party.

Exclusive Remedy. This Section 18 (Indemnification) states Your sole and exclusive remedy against OPSWAT, and OPSWAT’s sole liability to You, for Claims under this Section 18 (Indemnification).

This Section 18 (Indemnification) survives expiration or termination of the Terms or the Services.

19. LIMITATION OF LIABILITY

EXCEPT FOR INDEMNIFICATION OBLIGATIONS IN SECTION 18, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL OPSWAT’S AND ITS AFFILIATES’ TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL FEES PAID BY YOU TO OPSWAT FOR THE SPECIFIC SERVICES UPON WHICH THE FIRST EVENT GIVING RISE TO LIABILITY WAS BASED (“**LIABILITY EVENT**”) DURING THE TWELVE (12) MONTHS PRECEDING THE LIABILITY EVENT DATE, OR ONE HUNDRED UNITED STATES DOLLARS (US \$100), WHICHEVER IS MORE.

IN NO EVENT WILL OPSWAT BE LIABLE FOR YOUR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES.

THE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL OPSWAT OR ITS AFFILIATES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF THE USE OF MONEY, LOST OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, OR DAMAGE TO, OR CORRUPTION OF DATA, DAMAGE TO FIXTURES, STRUCTURES OR WIRING, OR ELECTRICITY LOSS, RESULTING FROM USE OF HARDWARE PRODUCTS) HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHER LIABILITY THEORY, EVEN IF OPSWAT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF INCIDENTAL, CONSEQUENTIAL

OR OTHER DAMAGES. IN SUCH AN EVENT, THE ABOVE EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

This Section 19 (LIMITATION OF LIABILITY) survives expiration or termination of the Terms or the Services.

20. GOVERNING LAW; VENUE; EQUITABLE RELIEF

Governing Law. These Terms will be construed and enforced in all respects in accordance with the laws of the State of Florida, U.S.A., without reference to its choice of law rules.

Venue. In the event of a Claim arising out of the Terms, the parties submit to exclusive venue in, and the exclusive jurisdiction of, federal and state courts, as applicable, located in Tampa, Florida, U.S.A.

Equitable Relief. The foregoing does not restrict either party from enforcing a judgment or seeking equitable relief without having to prove actual damages or posting bond from any court of competent jurisdiction.

English is the language governing these Terms.

This Section 20 (Governing Law; Venue; Equitable Relief) survives expiration or termination of the Terms or the Services.

21. MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER

READ THIS SECTION 21 CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

DO NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THESE TERMS WHEN DECIDING WHETHER TO AGREE TO SECTION 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER). THESE TERMS ARE NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION OR WAIVER OF CLASS ACTIONS. CONDUCT FURTHER RESEARCH AND CONSULT WITH OTHERS, INCLUDING BUT NOT LIMITED TO AN ATTORNEY, REGARDING THE CONSEQUENCES.

You agree these Terms affect interstate commerce and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. governs the interpretation and enforcement of these arbitration provisions, not state law. This Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) is intended to be interpreted broadly and, subject to the Excluded Claims (as defined below), governs Claims between OPSWAT and You, including but not limited to Claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract (including formation, performance, breach), tort (including intentional tort), statute, fraud, misrepresentation, or other legal theory, including consumer protection, advertising, common law; Claims arising out of or relating to these Terms, and/or Your download of, access to, or use of

Services; Claims that arose before these Terms; and Claims that may arise after the termination or expiration of these Terms or the Services.

(a) Excluded Claims. “Excluded Claims” means Claims that can be resolved in the Small Claims Courts located in (1) San Francisco, California, U.S.A.: <https://www.sfsuperiorcourt.org/divisions/small-claims>, Department 506, 400 McAllister Street, San Francisco, CA 94102-4514 or (2) Tampa, Florida, U.S.A.: <https://www.hillsclerk.com/Court-Services>, Hillsborough County Courthouse, 800 E. Twiggs St. Tampa, FL 33602, Tel: (813) 276-8100.

(b) Initial Dispute Resolution. If You have a Claim involving OPSWAT, You agree that before taking formal action, You will email OPSWAT at Legal@opswat.com, and provide a written description of the Claim and Your contact information. The parties agree to use reasonable efforts to settle any Claim, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

(c) Binding Arbitration. If the parties do not reach a mutually agreed solution within thirty (30) days from the time informal dispute resolution is initiated under Section 21(b), either party may initiate binding arbitration as the sole means to resolve Claims (except for Excluded Claims). Except for Excluded Claims, all Claims arising out of or relating to these Terms, the parties’ relationship with each other, and/or Your use of the Services shall be finally settled by binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) (or, if unavailable, such other similar group that can provide former judges as arbiters) in accordance with the JAMS Streamlined Arbitration Procedure Rules for Claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for Claims exceeding \$250,000, in effect at the time the arbitration is initiated, excluding rules or procedures governing or permitting class actions, by a single arbiter who is (i) fluent in written and spoken English, and (ii) skilled and experienced with software, software-as-a-service applications, and Internet services.

(d) Confidentiality. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(e) Venue. The place of arbitration may be (i) virtual, (ii) San Francisco, California, U.S.A or (iii) Tampa, Florida, U.S.A. You and OPSWAT agree to submit to the personal jurisdiction of federal or state courts located in San Francisco County, California, U.S.A. or Tampa, Florida, U.S.A. in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

(f) Arbitrator’s Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Claims (except for the Excluded Claims) arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any

Claim that all or any part of these Terms is void or voidable, whether a Claim is subject to arbitration, any unconscionability challenge, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief available in a court under law or in equity, subject to Section 19 (LIMITATION OF LIABILITY). The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The judgment of the arbitrator will be final and non-appealable (to the extent not inconsistent with Applicable Laws).

(g) Award. The arbitrator shall award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If a party prevails on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

(h) No Jury or Court Trial. The parties understand that, absent this Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER), they would have the right to sue in court and have a jury or court trial. They understand that, in some instances, arbitration costs could exceed litigation costs and the right to discovery may be more limited in arbitration than in court.

CLASS ACTION WAIVER. The parties agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND OPSWAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. NEITHER YOU NOR OPSWAT WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER OPSWAT CUSTOMERS OR USERS IN COURT OR IN ARBITRATION.** You cannot seek relief that will affect other OPSWAT customers or users. The arbitral tribunal has no power to consider the enforceability of this Class Action Waiver and any challenge to the Class Action Waiver may only be raised in a court of competent jurisdiction. If any court determines this Class Action Waiver is void or unenforceable for any reason or an arbitration can proceed on a class basis, then the arbitration provisions set forth in this Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

30-Day Right to Opt Out. You may opt out and not be bound by Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) by sending written notice (including name, physical address, email, telephone, and a clear statement that You want to opt out of this Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER)) to opt out to OPSWAT Inc., 5411 Skycenter Dr., Suite 900, Tampa, FL 33607, with a copy to: Legal@opswat.com, Attn: ARBITRATION AND CLASS ACTIONS WAIVER OPT-OUT, within thirty (30) days of Your acceptance of these Terms. Otherwise You shall be bound to arbitrate Claims in accordance with Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER). If You

opt out of Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER), OPSWAT also will not be bound by Section 21.

This Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) survives expiration or termination of the Terms or the Services.

22. GOVERNMENT USERS

If You are a U.S. government entity or these Terms becomes subject to the Federal Acquisition Regulations, You acknowledge that elements of the Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and licensed to the U.S. government as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212 (or successor sections).

If You are an entity purchasing Services through the U.S. General Services Administration, 1800 F St, NW, Washington, DC 20405 (“GSA”), in the event of a conflict between these Terms and the GSA Acquisition Regulation (“GSAR”), the GSAR prevails for the specific provision in these Terms when agreed by OPSWAT in a Multiple Award Schedule contract.

This Section 22 (Government Users) survives expiration or termination of the Terms or the Services.

23. THIRD-PARTY REFERRALS

You agree that third parties (e.g. CrowdStrike Holdings, Inc., Salesforce, Inc.), which refer You to Services are not parties to these Terms and have no liability or responsibility to You or OPSWAT with respect to compliance or non-compliance with these Terms.

If You purchase Services from a Reseller, then different terms regarding invoicing, payment and taxes may apply as specified between You and the Reseller. You acknowledge that: (a) OPSWAT may share information with the Reseller related to Your use and consumption of the Services for account management and billing purposes; (b) Reseller is not authorized to make any changes to these Terms or otherwise authorized to make any warranties, representations, promises or commitments on behalf of OPSWAT or in any way concerning the Services; and (c) Your use of any Services purchased through a Reseller will be subject to these Terms.

24. MISCELLANEOUS

No Publicity. Except for Compelled Disclosures pursuant to Section 12 (Confidential Information), neither party will use the other party’s name, logos, identifiers, trademarks, and symbols in any customer or vendor lists, advertisements, websites, news or press releases, releases to professional or trade publications, or in any document that a party plans to file with the Securities and Exchange Commission or other government authority, without the other party’s written approval.

Severability. In the event any provision of these Terms becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the Terms continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the parties' intent.

Force Majeure. In the event that either party is prevented from performing, or unable to perform obligations under the Terms due to a Force Majeure Event (except for Your obligations under Sections 14 (Fees; Taxes) and 15 (Billing/Payment)), the affected party's performance will be excused and the time for performance extended for the period of delay or inability to perform due to such occurrence; provided that the affected party: (a) provides the other party prompt notice (to the extent possible) of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. You understand that: (x) the Services may not be provided in countries listed on the Office of Foreign Assets Control sanction list; (y) Your rights to Services may be restricted in such countries; and (z) such prohibitions shall not constitute a Force Majeure Event.

Integration. These Terms constitute the entire agreement between the parties and supersedes all prior agreements or communications between the parties with regard to the subject matter. Subject to Section 2 (Changes to These Terms), these Terms may not be amended or modified except by a writing signed by each party. These Terms supersede and control over conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation, or other document You issue.

Assignment. You will not, directly, indirectly, by operation of law or otherwise, assign or transfer all or part of these Terms or its rights or delegate performance of its duties without the prior written consent of OPSWAT. Any attempted assignment or transfer by You without consent shall be void and of no effect. OPSWAT may assign the Terms without obtaining Your consent: (a) to an OPSWAT Affiliate; or (b) in connection with a successor in interest in a merger, acquisition, reorganization, sale of all or substantially all of the assets, or other change of control. Subject to the foregoing, the Terms will be fully binding upon, inure to the benefit of, and be enforceable by, the parties and their respective permitted successors and assigns.

Third Party Beneficiaries. Nothing in these Terms shall confer, or is intended to confer, on any third party any benefit or the right to enforce these Terms.

Relationship. The parties enter into the Terms as independent contracting parties. Neither party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other party. These Terms will not be construed to create an association, joint venture, or partnership between the parties or to impose any partnership liability upon any party.

Nonwaiver. The failure of either party to insist upon or enforce strict performance of any Terms provision or to exercise rights or remedies under the Terms will not be construed as a waiver or relinquishment to

any extent of such party's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same will remain in full force and effect.

Compliance with Laws. OPSWAT and You agree to comply with Applicable Laws, including but not limited to those relating to anti-corruption, anti-bribery (e.g., U.S. Foreign Corrupt Practices Act, as amended), and exports (including restrictions on destinations, end users, and end use).

Notices. Notice given by a party to any other party will be in writing and effective upon confirmed delivery as follows: (a) if to You, when sent via email or physical address specified in an Order Form or otherwise on record for You; and (b) if to OPSWAT, when sent via email to Legal@OPSWAT.com or 5411 Skycenter Dr., Suite 900, Tampa, FL 33607, Attn: Legal Department. A notice must specifically reference that it is a notice given under these Terms. Emailed notices will be considered given and received when the email is sent. You agree to accept service of process by mail.

This Section 24 (Miscellaneous) survives expiration or termination of the Terms or the Services.

25. EVALUATION USE

Notwithstanding anything to the contrary in these Terms, if a Service is provided to You for evaluation purposes, whether via Online Store, an Order Form, or otherwise, You may use such Service only for internal evaluation purposes for a maximum of 30 days (or such other period specified by OPSWAT in writing at its sole discretion (the "**Evaluation Period**")). Prior to the end of the Evaluation Period, You may contact OPSWAT to subscribe to the Service to continue using the Service pursuant to these Terms. During the Evaluation Period, use of the Service is subject to these Terms, except that the Service is provided on an "as is" basis without any warranties of any kind and no use of the Service for penetration testing is permissible. OPSWAT may modify or terminate the Evaluation Period at any time and without notice, in its sole discretion. If You elect not to subscribe to the Service prior to the end of the Evaluation Period, the Service will terminate on the last day of the Evaluation Period. Any data that You enter into the Service during the Evaluation Period and any configurations made to the Service by or for You during the Evaluation Period may be permanently lost unless You purchase a subscription to the Service.

NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WILL OPSWAT OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR PROFIT, INTERRUPTION TO BUSINESS, LOSS OF INFORMATION, OR ANY OTHER DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES FOR EVALUATION PURPOSES, WHETHER OPSWAT HAS BEEN ADVISED OF OR OPSWAT HAS POINTED OUT THE POSSIBILITY OF SUCH DAMAGES. YOU HAVE RELIED UPON YOUR OWN SKILL AND JUDGMENT IN ACQUIRING THE SERVICES FOR EVALUATION PURPOSES. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT A COMPLETE LIMITATION OF DAMAGES AS SET FORTH HEREIN, YOU AGREE THAT YOUR

DAMAGES SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US \$100). NOTHING HEREIN SHALL BE CONSTRUED AS ATTEMPTING TO ENFORCE RIGHTS AGAINST YOU BEYOND THOSE PERMITTED BY APPLICABLE LAWS.

26. SPECIFIC SERVICES TERMS

You agree to the following terms for the specific Services You purchase, use, or access:

A. Professional Services

If You engage us for Professional Services, the Professional Services Terms and Conditions located at <https://www.opswat.com/legal/professional-services> apply.

B. Hardware Products

Title and risk of loss passes to You upon shipment of the Hardware Product to You. It is Your sole responsibility to arrange applicable insurance covering the Hardware Products during transit to their destination.

Unless otherwise agreed by the parties in writing, OPSWAT at its option, may provide a new or refurbished Hardware Product.

You are solely responsible for complying with Applicable Laws relating to waste, health and safety, including without limitation EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC), as amended, in connection with Your use, transport, and/or disposal of a Hardware Product.

If You have purchased a Hardware Product subscription to MetaDefender Kiosk (except for MetaDefender Kiosk K3001), after three (3) continuous years of Your Hardware Product subscription to MetaDefender Kiosk, You are entitled to one (1) replacement of Your current MetaDefender Kiosk Hardware Product pursuant to the terms of the [MetaDefender Kiosk Hardware Replacement Addendum](#).

C. MetaDefender IT-OT Access

Except for planned downtime (which OPSWAT gives advance notice) OPSWAT shall make MetaDefender IT-OT Access Available at least 99.9% of the time, excluding any Scheduled Downtime, as measured over the course of each calendar month during the Subscription Period.

If You implement the “Threat Detection” feature of MetaDefender IT-OT Access (which is enabled by default), Your devices running the MetaDefender Endpoint product (“MD Endpoint”) will periodically submit hash values of applications then running on these devices to OPSWAT’s [MetaDefender Cloud](#) to determine if any such hash values are associated with known Malware based on prior Malware analysis of files corresponding to such hash values by MetaDefender Cloud. If hash values have not previously been

analyzed for Malware by [MetaDefender Cloud](#), MD Endpoint will upload the application file and dependent files to [MetaDefender Cloud](#) for Malware analysis.

If You choose within MetaDefender IT-OT Access to collect information regarding other devices running on Your network with MD Endpoint installed, You are responsible for ensuring that You have obtained any and all necessary consents and approvals from Your end users to collect such information as required under Applicable Laws (such as, but not limited to, the laws and regulations related to privacy and data protection).

Network Discovery. Network Discovery allows You to obtain information about the networks to which a chosen subset of Your managed devices connect. Depending on the subset of Your managed devices for which You enable Network Discovery, You may see information about networks owned or controlled by You, or networks not owned or controlled by You, including networks of third parties and personal networks (“**Alternative Networks**”). By turning on Network Discovery and selecting network devices for monitoring, You understand and agree to each of the following:

- (a) You may receive limited information about other devices that may not be owned or controlled by You connected to the Alternative Networks, including local IP addresses, MAC addresses, hostnames, device types, and OS types;
- (b) You represent and warrant to OPSWAT that You have the right to monitor other devices connected to the Alternative Networks; and
- (c) You are solely responsible for obtaining any consents or authorizations required under applicable law to collect information relating to other devices connected to the Alternative Networks.

D. MetaDefender Core Platform (on-premises)

API Access. Subject to these Terms, You shall have a non-exclusive right, until the expiration or termination of the Terms or the Services, to incorporate the API into any application used by or on behalf of You for the sole purpose of accessing the Services, or accessing certain functionality of the Services, provided that such access is limited to the amount of API calls You purchase or offered at no charge. You agree to use Services results only for internal purposes, and not to use Services results provided by the API to build or enhance a commercially available product except in accordance with a joint development or channel partner agreement with OPSWAT.

Annual Plan. If You purchase the Annual Plan referenced in Section 16 (Duration; Termination), You are not permitted during the one-year billing cycle to reduce the number of Third-Party Engines for a refund of Fees.

E. MetaDefender Cloud

Except for planned downtime (which OPSWAT gives advance notice) OPSWAT shall make MetaDefender Cloud Available at least 99.5% of the time (for Professional customers) or 99.9% of the time (for Enterprise customers), except for Scheduled Downtime, as measured over the course of each calendar month during the Subscription Period. For more information on MetaDefender Cloud's Professional and Enterprise offerings, please visit <https://metadefender.opswat.com/licensing>.

You agree to comply with any MetaDefender Cloud use restrictions detailed in [MetaDefender Cloud Documentation](#).

If You enter into a paid transaction with OPSWAT as evidenced by a Proof of Entitlement, You may use the "private scanning" feature to delete any files uploaded to MetaDefender Cloud immediately following analysis. If You choose this option, files you submit to MetaDefender Cloud will not be shared with OPSWAT cybersecurity Third-Party Providers.

You understand OPSWAT will provide Prevention, Sandbox, and Reputation API results with a subset of the available Anti-malware engines referred to under "Anti-malware Engines" at <https://metadefender.opswat.com/licensing>.

You understand that each API key to MetaDefender Cloud has daily limits for scanning with Prevention API, Reputation API, and Deep CDR ("**Rate Limits**"), and You agree to comply with such daily limits. You can check Your daily limits by logging into Your MetaDefender Cloud account.

Additionally, You understand that OPSWAT may limit Your actions taken within MetaDefender Cloud per minute (e.g., scanning a file by upload, data sanitization request, retrieving scan reports, or scanning IPs, URLs, or domains) as stated on <https://metadefender.opswat.com/licensing> ("**Throttling Limits**").

If You are an existing MetaDefender Cloud customer or user, You may not purchase additional MetaDefender Cloud licenses or update Rate Limits or Throttling Limits for existing licenses through the Online Stores, and must contact OPSWAT at <https://www.opswat.com/contact>.

Purchases Through Online Store. When You purchase MetaDefender Cloud through OPSWAT's Online Store, You may select one of the duration options:

- (a) A monthly plan with a period thirty (30) calendar days from the purchase date.
- (b) An annual plan with a period three hundred sixty-five (365) calendar days from the purchase date. **NOTE:** Under the annual plan You will not be permitted during the one year to cancel, downgrade Your MetaDefender Cloud subscription, or reduce the number of licenses, agents, usage limits, or named users.

If You select the monthly plan, You can switch to the annual plan any time. If You select the annual plan, You may not change to the monthly plan until the end of one year.

Unless either party notifies the other party in writing of its intent not to renew MetaDefender Cloud at least thirty (30) days' prior to the end of the then-current plan, Your MetaDefender Cloud subscription plan shall automatically renew at the then-current Fees for the same plan. OPSWAT or its third party payment processing service provider (e.g. PayPal, Stripe) will charge Your payment method on file on the first day of plan renewal.

F. MetaDefender Drive

Limited MetaDefender Drive Hardware Product Warranty. This Limited MetaDefender Drive Hardware Product Warranty applies only to MetaDefender Drive Hardware Products You purchase for internal use, and not for resale. If You enter into a paid transaction for MetaDefender Drive Software with OPSWAT as evidenced by a Proof of Entitlement:

(a) OPSWAT warrants the hardware components of the MetaDefender Drive Hardware Products shall be free from material defects in design, materials, and workmanship, and will function, under normal use, in accordance with Documentation, during the MetaDefender Drive Software Subscription Period ("**MetaDefender Drive Hardware Product Warranty Period**").

(b) In the event You report to OPSWAT, during the MetaDefender Drive Hardware Product Warranty Period, the MetaDefender Drive Hardware Product does not materially conform with the Documentation under normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion:

(1) For the first reported non-conformity, shall either (A) repair or replace the MetaDefender Drive Hardware Product, or (B) refund Fees received for the non-conforming MetaDefender Drive Hardware Product, prorated for the use period.

(2) For the second and succeeding non-conformity, shall repair or replace the MetaDefender Drive Hardware Product according to OPSWAT's then-current price list.

Section 17 on Limited Hardware Product Warranty, paragraphs (c), (d), (e), (f), (g), (h), (i) apply to You.

G. MetaDefender Media Firewall

If You enter into a paid transaction for MetaDefender Media Firewall for internal use, and not for resale, with OPSWAT as evidenced by a Proof of Entitlement, the Limited Hardware Product Warranty in Section 17 (LIMITED WARRANTIES AND DISCLAIMERS) applies to You without purchase of OPSWAT's Platinum Hardware Support Plan.

H. OPSWAT Academy

1. Terms

By accessing OPSWAT Academy, You are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and You agree that You are responsible for compliance with any applicable local laws. If

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4. LIMITATIONS

IN NO EVENT SHALL OPSWAT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS ON THE OPSWAT ACADEMY WEBSITE, EVEN IF OPSWAT OR AN AUTHORIZED REPRESENTATIVE OF OPSWAT HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

5. Revisions and Errata

The materials appearing on the OPSWAT Academy website may include technical, typographical, or photographic errors. OPSWAT does not warrant that any of the materials on its web site are accurate, complete, or current. OPSWAT may make changes to the materials contained on its web site at any time without notice. OPSWAT does not, however, make any commitment to update the materials.

6. Links

OPSWAT has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by OPSWAT of the site. Use of any such linked website is at the user's own risk.

I. MetaDefender Sandbox

1. MetaDefender Sandbox On-Premises. If MetaDefender Sandbox is installed on Your premises, You agree and acknowledge that You are solely responsible for ensuring that Your installation of MetaDefender Sandbox is in an isolated and secure environment. If You choose to establish network connectivity for Your on-premises instance of MetaDefender Sandbox, You assume sole responsibility for any and all liability arising from such network connectivity, including but not limited to any loss or unauthorized sharing of data You upload to MetaDefender Sandbox.

2. MetaDefender Cloud Sandbox. MetaDefender Cloud Sandbox collects indicators of malware, virus, worm, Trojan horse, or other potentially malicious or harmful code or metadata (“**Indicators of Compromise**”) from Your uploaded files to: (i) analyze, characterize, attribute, warn of, and/or respond to threats found in Your uploaded files, (ii) analyze trends and performance, and (iii) improve MetaDefender Cloud Sandbox’s dynamic analysis to better identify threats. For the avoidance of doubt, Indicators of Compromise exclude Your Personal Data and any other data identifying You. By using MetaDefender Cloud Sandbox, You understand and agree that OPSWAT owns and retains all right, title, and interest (including all Intellectual Property rights) in and to the Indicators of Compromise.

3. OPSWAT’s MetaDefender Sandbox environment is initially provided to You in a virtual machine with Windows 7, Windows 10, and the Microsoft Office product suite (collectively, the “**Microsoft Products**”) already installed on such virtual machine. Upon installation of MetaDefender Sandbox, You are solely responsible for (a) obtaining the appropriate licenses from Microsoft Corporation to use the Microsoft Products incorporated in MetaDefender Sandbox; and (b) switching license keys and other license information for the Microsoft Products to Your own license keys. OPSWAT disclaims all representations, warranties, and obligations with respect to the Microsoft Products. For the avoidance of doubt, the Microsoft Products are Third-Party Products and the provisions in these Terms with respect to Third-Party Products shall also apply to the Microsoft Products.

