

**Comodo Dragon Browser  
End User License Agreement**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT IS IMPORTANT TO READ THESE TERMS CAREFULLY BEFORE USING THE COMODO DRAGON BROWSER.

BY USING, APPLYING FOR, OR ACCEPTING THE ACCOUNT, SOFTWARE OR SERVICES OR BY CLICKING ON "I AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "I AGREE" AND DO NOT APPLY FOR, ACCEPT, OR USE COMODO DRAGON BROWSER.

This end user license agreement is a legal contract between you, as either an individual or a business entity, and Comodo Security Solutions, Inc. ("Comodo"), a Delaware corporation. In exchange for use of the Comodo Dragon Browser, you agree as follows:

**1. License**

- 1.1. Grant of License. Comodo grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, back-up, and use the Software and Services (collectively, the "Products"), including any documentation and files accompanying the Products. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Products are NOT modified in any manner;
  - (ii) the Products are only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Products,
  - (iv) you promptly pay all license fees, (if any), when they are due, and
  - (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering Products, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Products if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.
- 1.4. Limited License. If this is a paid Product, the licenses granted herein are only for the number of computers for which you paid for the Products. You can secure additional computers by obtaining a separate license for each computer, which might require an additional fee. You must have a license for each computer that accesses or use the Products prior to installing or using the Products.
- 1.5. Updates. Comodo is not obligated to provide updates to the Products. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. Some Products update automatically without notice.

- 1.6. Trial, Evaluation, and Beta. If this agreement pertains to a trial, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Products. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card or account information is required to access a free trial. However, Comodo shall not charge your credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Products without further notice. Participants in a free trial are not entitled to a refund. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Products. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Ownership**

- 2.1. No Ownership Rights. The Products are being licensed, not sold. Comodo retains all ownership rights in and to all Products, including any intellectual property rights therein.
- 2.2. Copyright. The Products contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to you herein are expressly reserved by Comodo. You may not remove any copyright or other proprietary notice of Comodo from the Products.

The Comodo Dragon Browser, developed by Comodo Security Solutions, Inc. is based on the Chromium software code developed by Google. The Comodo Dragon Browser is licensed under the Comodo Dragon Browser End User License Agreement (Agreement). Other software included in this distribution is provided under other licenses, as listed in the Included Software and Licenses section at the bottom of this agreement.

- 2.3. Content. Content, including files, links, images, and text, made available or accessible through the Products is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Products, and Comodo is not responsible for any damage or loss caused by your use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 2.4. Submissions. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

## **3. Restrictions**

- 3.1. Lawful Use. The Products are solely for lawful purposes and use. You are responsible for ensuring that your use of the Products is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 3.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Products to infringe the privacy or

intellectual property rights of a third party; (4) not use the Products to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems; and (6) not use the Products to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.

- 3.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Products to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

#### **4. Termination.**

- 4.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Products during the period for which you have paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.
- 4.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Products may be terminated by removing all copies of any related software and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 4.3. Termination by Comodo. Comodo may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Products. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems your use to be excessive, Comodo may, with email notice, terminate your account or adjust the price of the Products.
- 4.4. Refunds. If this is a paid Product, after purchasing the Products, you may cancel your subscription at any time. Unless you have participated in a promotion under section 1.6, you may be entitled to a refund. If you cancel your subscription within the first 30 days after making payment and are eligible for a refund, Comodo shall refund to you the full amount paid by you. To request a refund, you must email [refunds@comodo.com](mailto:refunds@comodo.com) within 30 days of the purchase date.
- 4.5. Events Upon Termination. Upon termination, you must immediately cease using the Products and delete all copies of any related software found on your computer and any backup copies made. Upon termination, Comodo may disable further use of the Products without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

#### **5. Indemnification.**

- 5.1. Indemnification. You shall indemnify (i) Comodo, (ii) Comodo's affiliates, and (iii) Comodo's and its affiliate's directors, officers, employees, and agents (each an

“Indemnified Person”) against all liabilities, losses, expenses, or costs (including reasonable attorney’s fees) (collectively “Losses”) that, directly or indirectly, are based on your breach of this agreement, information provided by you, or your infringement on the rights of a third party.

- 5.2. Indemnification Procedure. Comodo shall notify you promptly of any demand for indemnification. However, Comodo’s failure to notify will not relieve you from your indemnification obligations except to the extent that the failure to provide timely notice materially prejudices you. You may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. You may not settle any claim, action, suit or proceeding related to this agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.
- 5.3. Additional Liability. Your indemnification obligations are not Comodo’s sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

## **6. Disclaimers and Limitation of Liability.**

- 6.1. Internet. You acknowledge that the Products are subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo’s control.
- 6.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCTS. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 6.3. Damage Limitation. THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCTS OR ONE HUNDRED DOLLARS (\$100 USD) FOR FREE PRODUCTS. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.
- 6.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCTS IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS PRODUCTS AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. PRODUCTS SUCH AS WEB INSPECTOR CANNOT GUARANTEE YOUR INTERNET SECURITY AND

COMODO IS NOT RESPONSIBLE FOR ANY POTENTIAL LOSS.

Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.

- 6.5. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this agreement must be brought within one (1) year from the date when the cause of action occurred.
- 6.6. Third Party Extensions and Programs. Any third party extensions are provided under the terms and end user license agreement as included with the third party software extension. Please review those agreements and privacy policies prior to accepting the third party extensions and/or products.

The third party extensions or products with the browser can be uninstalled, in two ways:

1) by uninstalling the Comodo Dragon Browser, through the operating system Add/Remove programs function.

2) by uninstalling the plug-in from the browser's settings menu.

To do this,

- Click the Menu button and Select and select "Settings"
- Next, select the "Extensions" tab on the left.
- Locate the plug-in from the list and click the trash can icon to the right.

## **7. Privacy.**

- 7.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at <https://www.comodo.com/repository/privacy-policy.php> and <https://www.comodo.com/repository/css-information-collection.php> when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.

### EXPRESS PERMISSIONS:

BY INSTALLING AND USING THE PRODUCT(S), YOU ARE GIVING EXPRESS PERMISSION FOR THE FOLLOWING DATA AND INFORMATION COLLECTION.

Information which is collected for performance and functionality includes product installation and install status, install options, product configuration, product uninstallation, product update(s) and update status; operating system information such as type, language, platform and service pack; GUI language(s) used in Comodo products; product launch; and user consent to data collection.

Comodo Dragon Browser produces log files of information about certificate revocation checks which are transmitted to Comodo for analysis. No correlation of personally identifiable information is made or included in the log files.

Additionally, based on user choices and consent at installation, in order to improve the performance, compatibility, and functionality of our products, Comodo may also collect other information such as: installed product name and version(s); information

on any default browsers or browsers installed as well as extensions, add-ons, or plug-ins; activity, use, shutdowns, re-start events, and crash reports.

In the event that third party features and functionalities are incorporated in or made available in or through Comodo Dragon Browser, then the policies of those third parties apply. Please visit each third party's license agreement and privacy policy to better understand their terms of use and data collection practices.

#### Permissions for Advertisements.

The Comodo Dragon Browser is supported by advertising revenue and may display advertisements. Advertisements may relate to the content of information as part of the Product or queries made through the Product. The Product may include hyperlinks to other websites or content that Comodo may have no control over or are provided by an entity other than Comodo. You agree that Comodo may place such advertising with the Product in exchange for granting you access to use the Product.

#### Browser Settings

The Comodo Dragon Browser includes default settings for search and home page to predetermined settings. By checking the box during installation, you are consenting to these settings. If after installation, you do not want these settings as the default, you may make changes under the options section of your internet browser.

Disclosure. Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.

Opt Out. You may opt-out of having information used for purposes not directly related to the Products by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

## **8. Miscellaneous**

- 8.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.
- 8.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 8.3. Modifications. Comodo may amend or discontinue certain Products offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Products. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 8.4. Waiver. A party's failure to enforce a provision of this agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision

of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.

- 8.5. Force Majeure and Internet Frailties. Neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 8.6. Arbitration. You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration and interpreted by New Jersey law. Before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you shall notify Comodo and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

- 8.7. Class Action Waiver: Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Comodo will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitration or proceedings.
- 8.8. Governing Law and Venue. The laws of the state of New Jersey govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.
- 8.9. Assignment. You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.
- 8.10. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
- 8.11. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

8.12. Rights of Third Parties. There are no third party beneficiaries under the agreement.

### **Terms and Conditions of Included Software and Licenses**

The Chromium software and sample code developed by Google is licensed under the BSD license. Other software included in this distribution is provided under other licenses, as listed in the Included Software and Licenses section at the bottom of this page. Source code for software included in this distribution is available from the Chromium website.

For third party implementations, we have provided guidelines on the proper usage of Google branding and attribution.

#### **BSD License**

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- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the Google Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### **Included Software and Licenses**

The following third party software is distributed with Chromium and is provided under other licenses and/or has source available from other locations.

<b>Package Name</b>	<b>License</b>
bsdif	BSD Protection License
bspatch	BSD Protection License
bzip2	<a href="#">BSD license</a>
dtoa	<a href="#">BSD license</a>

hunspell	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
ICU	<a href="#">ICU license</a>
JSCRE	<a href="#">BSD license</a>
libjpeg	libjpeg license
libpng	<a href="#">libpng license</a>
libxml	<a href="#">MIT license</a>
libxslt	<a href="#">MIT license</a>
LZMA SDK	<a href="#">Special exception license</a>
modp_b64	<a href="#">BSD license</a>
Mozilla interface to Java Plugin APIs	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
npapi	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nspr	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nss	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
Pthreads for win32	<a href="#">LGPL 2.1</a>
sqlite	<a href="#">Public domain</a>
tlslite	Public domain
V8 assembler	<a href="#">BSD license</a>
WebKit	<a href="#">BSD/LGPL 2/LGPL 2.1</a>
WTL	<a href="#">Microsoft Permissive License</a>
zlib	<a href="#">zlib license</a>

## ACCEPTANCE

BY CLICKING "I AGREE" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK THE "I AGREE" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

## **Schedule 1**

### **END USER LICENSE AGREEMENT COMODO CLOUD ANTIVIRUS**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE  
AND CLASS ACTION WAIVER CLAUSE

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACCESSING, OR USING COMODO CLOUD ANTIVIRUS (“SOFTWARE” OR “PRODUCT”). BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT DOWNLOAD OR USE THE SOFTWARE OR CLICK ON “I ACCEPT”.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

#### **Product Functionality**

The Software offers users real time antivirus protection and manual scans, as well as the ability to auto-sandbox unknown files with portable sandbox and embedded virus scope. Logging of events and marking of trusted applications is also included.

The Software may also include the feature of Comodo Internet Security Essentials to assist in protecting users from Man In the Middle Attacks. This feature performs a root certificate check, provides an alert when a suspicious root certificate is detected, ends a session once a suspicious root certificate is detected. The feature provides https website detection and tracking, and allows for an exception list for a specific https site.

This user license agreement is between you (“you” or “Subscriber”), as either an individual or as a business entity, and Comodo Security Solutions, Inc. (“Comodo”), which has its principal place of business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. In exchange for your use of the Software, you agree as follows:

#### **1. License**

- 1.1. Grant of License. Comodo grants you a royalty-free, limited, non-exclusive, non-transferable, and revocable license to download, install, back-up, and use the Software (collectively, the “Software”) for personal purposes, including any documentation and files accompanying the Software. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo. If this is a paid Product, this License grant shall expire at the end of the paid subscription period or at the end of the trial period.

You can install the Software on a single device (laptops, PCs, tablets, mobile devices etc.). Each additional device requires an additional license.

- 1.2. Restrictions. The licenses granted herein are only valid if:
- (i) the Software are NOT modified in any manner;

- (ii) the Software are only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Software,
  - (iv) you promptly pay all license fees when due, and
  - (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. If applicable, when registering the Software, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Software if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.
- 1.4. Limited License. If this is for a paid product, the licenses granted herein are only for the number of computers or devices for which you paid for the Software. You can secure additional computers by obtaining a separate license for each computer or device, which might require an additional fee. You must have a license for each computer or device that accesses or uses the Software prior to installing or using the Software.
- 1.5. Updates. Comodo is not obligated to provide updates to the Software. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. Some Comodo software updates automatically without notice and you accept such updates.
- 1.6. Technical Support. Comodo is not obligated to provide technical or customer support for Comodo Cloud Antivirus. In the event technical or customer support is offered or included, Comodo has a right to alter or terminate the support at any time without notice.
- 1.7. Trial, Evaluation, and Beta. If this agreement pertains to a trial, beta, or evaluation version, the licenses granted herein terminate at the end of the trial, beta, or evaluation period or when Comodo disables access to the Software. You shall not use the Software after the end of the trial or evaluation period. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card or account information is required to access a free trial. However, Comodo shall not charge your credit card or account until the trial period has ended. At the end of the trial period, Comodo may bill the credit card or account for the Software without further notice. Termination of this agreement prior to the end of the free trial is required to avoid fees for the Software. If there are annual subscriptions, they expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Ownership**

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- 2.3. Content. Any content made available or accessible through the Software is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Software, and Comodo is not responsible for any damage or loss caused by your use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 2.4. Submissions. You represent that you have the necessary rights and licenses to any files submitted to Comodo for scanning. You also represent that your submission of files to Comodo will not violate any third party rights to such files, including intellectual property rights and rights to privacy. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

### **3. Restrictions**

- 3.1. Lawful Use. The Software is solely for lawful purposes and use. You are responsible for ensuring that your use of the Software is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 3.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Software to infringe the privacy or intellectual property rights of a third party; (4) not use the Software to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems; and (6) not use the Software to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 3.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Software to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

### **4. Termination.**

- 4.1. Term. This agreement is effective until terminated by you or by Comodo.
- 4.2. Termination by You. You may terminate this agreement at any time by removing all copies of the software in your possession or under your control and ceasing uploading files for diagnosis.
- 4.3. Termination by Comodo. Comodo may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Software. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Co-

modo deems your use to be excessive, Comodo may restrict your access to the Software.

- 4.4. Events Upon Termination. Upon termination, you must immediately cease using the Software and delete all copies of any related software found on your computer and any backup copies made.
- 4.5. Uninstall. To uninstall the Comodo Cloud Antivirus from your Windows system, click start and go to the Control Panel. In the Control Panel, double click Programs and Features. Find Comodo Cloud Antivirus in the list of programs and click the “Uninstall” button.

To uninstall the Comodo Internet Security Essentials feature on your Windows system, click start and go to the Control Panel. In the Control Panel, double click Programs and Features. Find Internet Security Essentials in the list of programs and click the “Uninstall” button.

Note: the options of how to uninstall a product may be different for various Windows OS.

## **5. Indemnification.**

- 5.1. Indemnification. You shall indemnify (i) Comodo, (ii) Comodo’s affiliates, and (iii) Comodo’s and its affiliate’s directors, officers, employees, and agents (each an “Indemnified Person”) against all liabilities, losses, expenses, or costs (including reasonable attorney’s fees) (collectively “Losses”) that, directly or indirectly, are based on your breach of this agreement, information provided by you, or your infringement on the rights of a third party.
- 5.2. Indemnification Procedure. Comodo shall notify you promptly of any demand for indemnification. However, Comodo’s failure to notify will not relieve you from your indemnification obligations except to the extent that the failure to provide timely notice materially prejudices you. You may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. You may not settle any claim, action, suit or proceeding related to this agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.
- 5.3. Additional Liability. Your indemnification obligations are not Comodo’s sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

## **6. Disclaimers and Limitation of Liability.**

- 6.1. Use Limitations. You acknowledge that the Software are subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo’s control. The Software is not designed for high-risk environments, a failure of which could lead to death, personal injury, or severe damage.
- 6.2. Beta Versions – No Warranty – “AS IS” Product  
If this is a beta or test version, licensee acknowledges that software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Software may not operate correctly and may be substantially modified prior to first commercial shipment or withdrawn. Software is provided “AS IS” without any warranty of any kind.

The entire risk arising out of the use or performance of Software remains with Licensee. Licensee acknowledges that operating beta software on a production system may have unintended consequences and has been so advised by Comodo.

- 6.3. Disclaimer; Assumption of Risk. THIS SOFTWARE IS PROVIDED "AS-IS". EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SOFTWARE. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, 2) THAT THE SOFTWARE WILL DETECT OR REMOVE VIRUSES, 3) THAT FILES WILL BE RESTORED TO ANY OPERATIONAL STATE, OR 4) THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 6.4. Damage Limitation. THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCTS OR UP TO A MAXIMUM OF ONE HUNDRED U.S. DOLLARS (\$100 USD) FOR FREE PRODUCTS. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.
- 6.5. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SOFTWARE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS SOFTWARE AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 6.6. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 6.7. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this agreement must be brought within one (1) year from the date when the cause of action occurred.

## **7. Privacy.**

- 7.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at <https://www.comodo.com/repository/privacy-policy.php> and <https://www.comodo.com/repository/css-information-collection.php> when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.
- 7.2. Express Permissions.

BY ACCEPTING THIS AGREEMENT, YOU ARE GIVING EXPRESS PERMISSION TO COMODO TO COLLECT THE DATA AND INFORMATION OUTLINED IN THIS

SECTION AND STATED BELOW. FURTHER, YOU ARE GIVING EXPRESS PERMISSION FOR COMODO TO PROVIDE THE DATA AND INFORMATION TO AFFILIATES.

Information which is collected for performance and functionality includes product ID, version, installation and install status, install options, product uninstallation, product update(s) and update status; operating system information such as type, language, platform and service pack; GUI language(s) used; default browser name, product launch; and user consent to data collection. Also collected is the anonymous user ID, file metadata (hash, path, digital sign status, digital signer name, web url of file and browser name and version used, execution status, in sandbox and outside sandbox status, install type, auto-started, related malware name, time taken in computing digital sign), per scan type count of file verdict, aggregated count of actions taken on alerts shown by product is reported to Comodo's server(s) as well.

Comodo product(s) may produce log files of information about certificate revocation checks which are transmitted to Comodo for analysis. No correlation of personally identifiable information is made or included in the log files.

Additionally, based on user choices and consent at installation, in order to improve the performance, compatibility, and functionality of our products, Comodo may also collect other information such as: product configuration, installed product name and version(s); information on any default browsers or browsers installed as well as extensions, add-ons, or plug-ins; activity, use, shutdowns, boot or re-start events, time taken to copy files, critical windows system events details and crash reports, uninstallation feedback, email for receiving news, unknown file submission.

In the event that third party features and functionalities are incorporated in or made available in or through Comodo Software and products, then the policies of those third parties apply. Please visit each third party's license agreement and privacy policy to better understand their terms of use and data collection practices.

#### Permissions for Advertisements.

The Comodo product(s) are supported by advertising revenue and may display advertisements. Advertisements may relate to the content of information as part of the product or queries made through the products. The Products may include hyperlinks to other websites or content that Comodo may have no control over or are provided by an entity other than Comodo. You agree that Comodo may place such advertising with the Product in exchange for granting you access to use the Product.

#### Specific Product Features, Disclosures And Permissions

##### a. Realtime protection

Realtime protection monitoring all file execution access in the system. Predefined actions are applied when malicious files are detected. These actions can be showing alert(s) (quarantine/ignore once/trust), quarantine or block.

Quarantined items can be managed from the User Interface where a user can view/delete/restore those items.

Notification is displayed when a malicious file is detected (either by realtime scan or vscope).b. Manual Scan

User can launch a manual scan in CCAV. It can be

1. Full Scan: all files in all drives are scanned
2. Smart Scan: files in critical positions and autorun entries are scanned
3. Customized Scan: user can choose which file/folder to scan

c. Schedule Scan

User can define a scheduled scan which runs in the background.

d. Sandbox VScope Analysis

When application runs in sandbox, vscope analyzer is enabled to detect potential malicious behaviour. Predefined action is applied when a malware is detected. These actions can show alert or quarantine automatically.

e. Logging

Log should be saved when following events occur:

1. A malicious file is detected in realtime/manual scan
2. An application starts in sandbox
3. A sandboxed application is detected as malicious by vscope analyzer
4. A manual/schedule scan starts

f. Trusted Applications

1. User can mark a file as trusted by adding it to whitelist, in this way this file is skipped in realtime scanner and autosandbox. The file rating settings are also included.
2. User can mark an application as always run in sandbox.

g. Sandboxed Apps

By clicking Sandboxed Apps number in main User Interface, user can open the process list which shows the status of all processes including (name/path, sandbox status, user name, pid, etc). User can choose to show all process or sandboxed only.

h. Integration with Comodo Valkyrie

Comodo Valkyrie is a file look up server for suspicious/unknown file submission analysis, which are automatically submitted by Comodo Cloud Antivirus. The source URL of the suspicious/unknown file may be reported to the server as well.

i. Search /Browser Setting Modification

Comodo Cloud Antivirus allows users to set a predetermined search engine as the default setting in the internet browser search engine toolbars and makes a predetermined page as the browser home page. By checking the box during installation or an update, you are consenting to this change. If afterward, you do not want the predetermined setting as the default, you may make changes under the options section of your internet browser. Additionally, the search feature protects your search and browser settings in the event other software attempts to change your settings.

j. Internet Security Essentials

Internet Security Essentials assists in protecting users from Man In the Middle Attacks and provides alerts. User information which may be reached or accessed by this feature is detailed below in CCAV Exhibit A. Separate uninstallation may be required for this feature, see section 4.5 above for details.

- 7.3. Disclosure. Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.
- 7.4. Opt Out. You may opt-out of having information used for purposes not directly related to the Software by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

**8. Miscellaneous**

- 8.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.
- 8.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 8.3. Modifications. Comodo may amend or discontinue the Software offered under this agreement in its sole discretion. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 8.4. Waiver. A party's failure to enforce a provision of this agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 8.5. Force Majeure and Internet Frailties. Other than for payment obligations by you, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 8.6. Governing Law and Venue. The laws of the state of New Jersey govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this agreement and are specifically excluded.

- 8.7. Assignment. You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.
- 8.8. Arbitration. You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration. Before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you shall notify Comodo and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

- 8.9. Class Action Waiver: Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Comodo will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitration or proceedings.
- 8.10. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
- 8.11. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 8.12. Rights of Third Parties. There are no third party beneficiaries under the agreement.

## ACCEPTANCE

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

**CCAV EXHIBIT A**  
**COMODO INTERNET SECURITY ESSENTIALS**  
**PERMISSIONS AND FEATURES**

**Root Certificate Check**

This is used to detect a possible malicious SSL connection and SSL sniffing. The root certificates of all SSL connections in protected application(s) are verified using a trusted root certificate list.

If a suspicious root certificate is detected, Internet Security Essentials provides a warning that the root certificate is not in the trusted list and shows the following choices:

1. Protect me and block the website access
2. Ignore the warning and continue browsing.

**HTTPS Website Detection And Tracking**

When a user opens a browser and enters an https website, Comodo Internet Security Essentials detects that you are accessing https and checks if the certificate presented to browser is compromised or not.

**Exception List For Specific HTTPS Site(s)**

The Product watches all https websites by its default setting. The user has the ability to create an exception list to prevent specific websites from tracking when the Product is enabled.

**Alerts When Suspicious Root Certificate Is Detected**

If a suspicious root certificate is detected, the Product provides users a warning that the root certificate is not in the trusted list and informs the user with an alert.

**End The Session Once A Suspicious Root Certificate is Detected**

If a suspicious root certificate is detected, users are provided a warning that the root certificate is not in the trusted list and can continue with the option of ending the session or ignoring the warning and continuing the session.

Ending the session will close the recent visit done on the current https site.

**Data Collection**

This Product collects the following information: Activation and update related data items, product heartbeat, product used, Internet Security Essentials as a feature of a product in a suite, any specific event, name of the site and details of certificate involved in a Man in the Middle attack, default browser, browser settings, including default search and home page. For purposes of protecting you from Man In the Middle type threats, Comodo collects names of installed applications on your system so as to identify potential causes of non-standard SSL installation.

**BY ACCEPTING THIS AGREEMENT, YOU ARE GIVING EXPRESS PERMISSION TO COMODO TO COLLECT THIS INFORMATION AND DATA.**

### Included Software and Licenses for Comodo Cloud AntiVirus

The following third party software is distributed with and provided under other licenses and/or has source available from other locations.

7-zip	<a href="http://www.7-zip.org/license.txt">http://www.7-zip.org/license.txt</a>
LZ4	<p><a href="https://github.com/Cyan4973/lz4">https://github.com/Cyan4973/lz4</a></p> <p>LZ4 - Fast LZ compression algorithm Copyright (C) 2011-2014, Yann Collet. BSD 2-Clause License (<a href="http://www.opensource.org/licenses/bsd-license.php">http://www.opensource.org/licenses/bsd-license.php</a>)</p> <p>Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:</p> <ul style="list-style-type: none"> <li>* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.</li> <li>* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.</li> </ul>
Chromium	<p><a href="http://www.chromium.org/Home">http://www.chromium.org/Home</a></p> <p>Copyright (c) 2012 The Chromium Authors. All rights reserved. Use of this source code is governed by a BSD-style license that can be found in the LICENSE file.</p>
jsoncpp	<p><a href="https://github.com/open-source-parsers/jsoncpp">https://github.com/open-source-parsers/jsoncpp</a></p> <p>Copyright 2007-2011 Baptiste Lepilleur Distributed under MIT license, or public domain if desired and recognized in your jurisdiction. See file LICENSE for detail or copy at <a href="http://jsoncpp.sourceforge.net/LICENSE">http://jsoncpp.sourceforge.net/LICENSE</a></p>
cJSON	<p>Copyright (c) 2009 Dave Gamble</p> <p>Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.</p>

Bsdiff	BSD Protection License
Bspatch	BSD Protection License
bzip2	<a href="#">BSD license</a>
dtoa	<a href="#">BSD license</a>
hunspell	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
ICU	<a href="#">ICU license</a>
JSCORE	<a href="#">BSD license</a>
libjpeg	libjpeg license
libpng	<a href="#">libpng license</a>
libxml	<a href="#">MIT license</a>
libxslt	<a href="#">MIT license</a>
LZMA SDK	<a href="#">Special exception license</a>
modp_b64	<a href="#">BSD license</a>
Mozilla interface to Java Plugin APIs	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
npapi	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nspr	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nss	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
Pthreads for win32	<a href="#">LGPL 2.1</a>
sqlite	<a href="#">Public domain</a>
tlslite	Public domain
V8 assembler	<a href="#">BSD license</a>
WebKit	<a href="#">BSD/LGPL 2/LGPL 2.1</a>
WTL	<a href="#">Microsoft Permissive License</a>
zlib	<a href="#">zlib license</a>

**Other Licenses:**

7za.dll	GLPL + unRAR
Tor	GLP

**Schedule 2**  
**END USER LICENSE AGREEMENT**  
**COMODO ONLINE SECURITY**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE COMODO ONLINE SECURITY SOFTWARE (“PRODUCT”). THE PRODUCT MEANS ALL OF THE ELECTRONIC FILES PROVIDED BY DOWNLOAD WITH THIS LICENSE AGREEMENT. BY USING THE PRODUCT, OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT USE THE PRODUCT, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

**Product Functionality**

Comodo Online Security (COS) is a browser based extension that offers protection against potential phishing and malicious URLs on a supported browser.

This end user license and subscriber agreement is between you (“you” or “Subscriber”), an individual or business entity, and Comodo Security Solutions, Inc., a Delaware company, with offices at 1255 Broad Street, Clifton, NJ 07013 (“Comodo”).

In exchange for your use of the Product, you agree as follows:

**1. License**

- 1.1. Grant of License. Subject to the limits herein, Comodo grants you a non-exclusive, non-sublicensable, non-transferable, and revocable license to download, install, back-up, and use the Product, including any documentation files or website information accompanying it. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Product. All rights not expressly granted herein are reserved to Comodo. If this is a paid Product, this License grant shall expire at the end of the paid subscription period or at the end of the trial period.
  - a. You can install Comodo Online Security on a single device (laptops, PCs, tablets, mobile devices etc.). Each additional device requires an additional license.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Product is NOT modified in any manner;
  - (ii) the Product is only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Product,
  - (iv) you promptly pay all license fees when due, and
  - (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. If applicable, when registering Product, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Product if you fail to complete a required registration pro-

cess. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.

- 1.4. Limited License. If this is for a paid product, the licenses granted herein are only for the number of computers or devices for which you paid for the Product. You can secure additional computers by obtaining a separate license for each computer or device, which might require an additional fee. You must have a license for each computer or device that accesses or uses the Product prior to installing or using the Product.
- 1.5. Updates. Comodo is not obligated to provide updates to the Product. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. The Product may update automatically without notice.
- 1.6. Technical Support. Comodo is not obligated to provide technical or customer support for Comodo Online Security. In the event technical or customer support is offered or included, Comodo has a right to alter or terminate the support at any time without notice. Please reference any separate support or service agreement for details.
- 1.7. Trial, Free, Evaluation, and Beta. If this agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that you receive with this Product, then the term for the licenses granted herein shall be for the term that you purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card or account information is required to access a free trial. However, Comodo shall not charge your account or credit card until the trial period has ended. At the end of the trial period, Comodo may bill the account or credit card for the Product without further notice. Participants in a free trial are not entitled to a 30 day refund period. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Product. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Ownership**

- 2.1. No Ownership Rights. The Product is being licensed, not sold. Comodo retains all ownership rights in and to the Product, including any intellectual property rights therein.
- 2.2. Copyright. The Product contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to you herein are expressly reserved by Comodo. You may not remove any copyright or other proprietary notice of Comodo from the Product.
- 2.3. Content. Content, including files, links, images, and text, made available or accessible through the Product is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Product, and Comodo is not responsible for any damage or loss caused by your use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 2.4. Submissions. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except

as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

### **3. Restrictions**

- 3.1. Lawful Use. The Product is solely for lawful purposes and use. You are responsible for ensuring that your use of the Product is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 3.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, viruses, hostile code in any form, (5) not attempt to gain unauthorized access to other computer systems or mobile devices; and (6) not use the Product to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 3.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Product to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

### **4. Termination.**

- 4.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Product during the period for which you have paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.
- 4.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Product may be terminated by removing all copies of any related software, paying all fees due for the full and entire period of the subscription, and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 4.3. Termination by Comodo. Comodo may terminate this agreement at any time for non-payment by posting notice of the termination on its website or sending an email to the address provided during your registration for the Product. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems your use to be excessive, Comodo may, with email notice, terminate your account or adjust the price of the Product.
- 4.4. Events Upon Termination. Upon termination, you must immediately cease using the Product and delete all copies of any related software found on your mobile device and any backup copies made. Upon termination, Comodo may disable further use of the Product without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

- 4.5. Uninstall. Comodo Online Security is a browser extension and the browser specific extension uninstallation procedure should be followed to uninstall it.

## **5. Indemnification.**

- 5.1 Indemnification. You shall indemnify Comodo and its affiliates and their respective directors, officers, employees, attorneys and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that results from your use of the Product, or your infringement on the intellectual property rights of a third party, or any alleged violation of privacy and/or data security of a third party or individual.
- 5.2 Additional Liability. Your indemnification obligations are not Comodo's sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

## **6. Disclaimers and Limitation of Liability.**

- 6.1. Internet. You acknowledge that the Product is subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo's control.
- 6.2. Beta Versions – No Warranty – "AS IS" Product  
If this is a beta or test version, licensee acknowledges that software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. The Product may not operate correctly and may be substantially modified prior to first commercial shipment or withdrawn. The Product is provided "AS IS" without any warranty of any kind.  
  
The entire risk arising out of the use or performance of the Product remains with Licensee. Licensee acknowledges that operating beta software on a production system may have unintended consequences and has been so advised by Comodo.
- 6.3. Guarantee Disclaimer; Assumption of Risk. THIS PRODUCT IS PROVIDED "AS IS." EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE PRODUCT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.  
  
COMODO HAS NO LIABILITY OR RESPONSIBILITY FOR ANY PRE-EXISTING CONDITION ON YOUR COMPUTERS, DEVICES OR SYSTEMS, INCLUDING FAILURE TO CURE, DETECT OR REMEDY THE CONDITION AFTER INSTALLATION AND USE OF THE PRODUCT.
- 6.4. Damage Limitation. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMODO'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT. IF THIS IS A FREE PRODUCT, THE MAXIMUM AGGREGATE LIABILITY OF COMODO SHALL BE

ONE HUNDRED U.S. DOLLARS (\$100 USD). These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.

- 6.5. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 6.6. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 6.7. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this agreement must be brought within one (1) year from the date when the cause of action occurred.

## **7. Privacy.**

- 7.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at

<https://www.comodo.com/repository/privacy-policy.php> and

<https://www.comodo.com/repository/css-information-collection.php>

when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.

- 7.2. Permissions: User information which may be reached or accessed by the Product is detailed below:

Comodo Online Security offers detection if a browsed URL is in a malicious category (such as malware, phishing, or suspicious category). The user browsed URLs are submitted to Comodo to verify if a given URL falls within one of the malicious categories and for analysis. Also, in case a URL is found in one of the blocked categories, any user taken action (such as an ignored warning or not) on a given URL will also be reported to Comodo.

The following information is sent to Comodo to know installations: product ID, to identify itself; product version; anonymous ID created for the extension during installation; operating system name; operating system service pack; determining if the extension is active or not.

For the browsed URL, Comodo also collects the following fields: browser name; browser version; URL verdict; URL browsed; URL Mime-type; product Id, to identify extension itself; browser extension version; URL protocol i.e. protocol part of URL (http or https); Anonymous ID created for extension during installation, upon every installation a random id is created.

If the user is shown a blocked warning page, Comodo collects the user action on the page and the following: browser name; browser version; user action identifier; Comodo verdict for the URL; the URL itself; product ID, to identify extension itself; browser extension version; anonymous ID created for extension during installation, upon every installation a random id is created.

YOU ARE GIVING EXPRESS PERMISSION TO COMODO FOR COLLECTION OF THIS INFORMATION. IF YOU DO NOT WANT TO PROVIDE THIS INFORMATION TO COMODO, DO NOT DOWNLOAD, USE, OR INSTALL THIS PRODUCT.

- 7.3. Disclosure. Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.
- 7.4. Opt Out. You may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I ACCEPT", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

## **8. Miscellaneous**

- 8.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.
- 8.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 8.3. Modifications. Comodo may amend or discontinue the Product offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Product. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 8.4. Waiver. A party's failure to enforce a provision of this agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 8.5. Force Majeure and Internet Frailties. Other than for payment obligations by you, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 8.6. Arbitration.

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY TRIAL IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration, except as indicated at the end of this section

below. Before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you shall notify Comodo and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

You and Comodo agree that "dispute, claim or controversy" as defined in this agreement shall not include any claim or cause of action by You or Comodo for trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution. You agree that a Court, not an Arbitrator, may decide if a claim falls within one of these exceptions.

**8.7 WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.**

YOU AND COMODO AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR COMODO WILL SEEK TO HAVE ANY DISPUTE HEARD AS A FEDERAL OR STATE CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATION OR PROCEEDINGS.

**8.8 Governing Law**

The laws of the State of New Jersey govern the interpretation, construction, and enforcement of this Agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.

**8.9 Assignment.** You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.

**8.10 Severability.** Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.

**8.11 Survival.** All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

**8.12 Rights of Third Parties.** There are no third party beneficiaries under the agreement.

## ACCEPTANCE

BY INSTALLING THIS EXTENSION IN SUPPORTED BROWSER, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK TO INSTALL THIS EXTENSION IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

### Included Software and Licenses for Comodo Online Security

The following third party software is distributed with and provided under other licenses and/or has source available from other locations.

Package Name	License
jQuery v3.2.1	MIT <a href="https://jquery.org/license/">https://jquery.org/license/</a>
Bootstrap v3.3.4	MIT <a href="http://getbootstrap.com/">http://getbootstrap.com/</a>
murmurHash3.js v2.1.2	MIT <a href="http://github.com/karanlyons/murmurHash.js">http://github.com/karanlyons/murmurH ash.js</a>
JSZip v3.1.3	MIT <a href="http://stuartk.com/jszip">http://stuartk.com/jszip</a>