

**END USER LICENSE AGREEMENT
COMODO CLOUD ANTIVIRUS (BETA VERSION)**

BETA NOTICE: This is BETA software and may have serious bugs which may cause damage to your computer and data. It is intended for qualified beta testers only and must not be used in production systems.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING COMODO CLOUD ANTIVIRUS (“SOFTWARE”). BY DOWNLOADING, INSTALLING, 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”.

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.

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.
- 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, and
 - (iv) this agreement is accepted without modification and has not been breached.
- 1.3. 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.
- 1.4. 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.

- 1.5. 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

- 2.1. No Ownership Rights. The Software is being licensed, not sold. Comodo retains all ownership rights in and to all Software, including any intellectual property rights therein.
- 2.2. 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.
- 2.3. 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 Comodo 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 Software product: For Chrome or Chromium based browsers, the Software product can be deleted or disabled from the add-ons tab under the tools menu.

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. 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. 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 http://www.comodo.com/repository/privacy_agreement.html 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.

The following information is obtained by this program: user clicks and user email(s). User clicks are stored in a database and sent to cmc.comodo.od.ua and user email is saved in registry, sent to licensing.security.comodo.com.

YOU ARE GIVING EXPRESS PERMISSION TO COMODO TO COLLECT THIS INFORMATION.

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. 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.

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

SCHEDULE A

Included Software and Licenses

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

7-zip

<http://www.7-zip.org/license.txt>