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4. Restrictions

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THE POSSIBILITY OF SUCH DAMAGES OR IF THE DAMAGE WAS FORESEEABLE.

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8. Indemnity

You agree to release, indemnify, defend and hold harmless Comodo and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) your entering into this Agreement, or your breach of the terms or obligations of this Agreement, (b) your use or misuse of the Program or the use or misuse of the Program by a third Party under your control, or (c) your infringement upon any intellectual property or other proprietary right of any person or entity. Comodo may, at its own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, but its doing so shall not excuse your indemnity obligations in this EULA. The terms of this paragraph will survive any termination or cancellation of this Agreement.

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our privacy policy. By agreeing to the terms of this Agreement you acknowledge that you have read, understand and agree to the provisions of the Privacy Statement.

10. Governing Law

This License Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey without regard to conflicts of law provisions thereof. You agree that the exclusive forum for any disputes arising out of or relating to this License Agreement shall be an appropriate federal or state court sitting in New Jersey, USA.

11. Severability

If any part of this License Agreement is found illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this License Agreement shall be interpreted so as to reasonably effect the intention of the parties.

12. Force Majeure

You agree not to hold Comodo responsible for any cessation, interruption or delay in the operation of the Program or performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God or the public enemy, war, armed conflict, terrorist action, strike, lockout, boycott, riot, release of hazardous or toxic substances, explosion, accident, or any other causes whether or not of the same class or kind as those specifically above named, which are not within the reasonable control of a party.

13. Entire Agreement

This License Agreement shall constitute the entire Agreement between the parties hereto. Any waiver of this License Agreement shall only be effective if it is in writing and signed by both parties hereto. You acknowledge and agree that Comodo, at its sole discretion, may change, modify, amend, suspend or discontinue any aspect of the Program, including its pricing or its website, at any time without notice and without liability to you or to any third party. Comodo reserves the right to impose limits on certain features of the Program at any time, without notice and without liability to you or to any third party. Further, you acknowledge and agree that Comodo may amend this Agreement at any time in Comodo's sole discretion. Any amendment of this Agreement will be reflected on Comodo's website and is applicable to you and all other current users at the time it is posted. You are expected to review the Agreement posted on the website periodically to obtain notice of any changes. Continued use of the Program constitutes acceptance of Comodo's then-current Agreement. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

14. Notices

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All notices, demands or requests to Comodo with respect to this Agreement shall be made in writing to: Comodo Security Solutions, Inc., 525 Washington Blvd., Suite 1400, Jersey City, New Jersey 07310.

15. Survival

This Subscriber Agreement shall be applicable for as long as you have the Program downloaded or installed and you have not breached any provision of this Subscriber Agreement, except that the provisions regarding confidentiality, proprietary rights, indemnity, and non-disclosure shall survive this 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 AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BOTTON IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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