COMODO
Creating Trust Online®

Comodo Dragon End User License Agreement

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. IT IS IMPORTANT TO READ THESE TERMS CAREFULLY BEFORE USING THE COMDOO DRAGON BROWSER. BY USING, APPLYING FOR, OR ACCEPTING THE ACCOUNT, SOFTWARE OR SERVICES 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 THESE TERMS, DO NOT CLICK "ACCEPT" AND DO NOT APPLY FOR, ACCEPT, OR USE COMODO DRAGON.

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 posses the necessary authority and power to install and use the Products,

(iv) you promptly pay any license fees when 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. 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 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 30 day refund period as described in section 8.4. 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 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. DNS Services

3.1 With your permission, Comodo Dragon will reconfigure your DNS settings to point to the Comodo name servers to accept, process, and resolve recursive DNS queries ("Recursive Traffic"). Comodo may re-direct or terminate Recursive Traffic that Comodo, in its sole discretion, determines or considers to be harmful or invalid. This may include traffic directed to malware, phishing, spyware and parked domain sites. You will receive a warning or notice with whenever you attempt to access such a site. Additionally if you happened to mistype an address to a webpage or try to go to a website that does not exist, then the DNS Services will provide you a redirect page that is meant to help provide you with some suggestions to the actual webpage or information you were trying to access. You must not disclose the NameServer addresses to any third party who has not accepted this Agreement.

3.2. Upon termination of this agreement, you must change your DNS settings away from Comodo's NameServers. Comodo is not required to provide access to alternative services at termination.

The DNS services contain links to websites operated by third parties ("Third Party Sites"). These links are for your convenience only. Comodo does not endorse, control, monitor, or verify the contents of the Third Party Sites and is not liable for the contents or for any loss, damage or injury sustained arising out of your access to the Third Party Sites.

4. Restrictions

4.1. 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.

4.2. 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.

4.3. 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.

5. Termination.

5.1. 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.

5.2. 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. Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.

5.3. 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.

5.4. Refunds. 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 within 30 days of the purchase date.

5.5. 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.

6. Indemnification.

6.1. 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.

6.2. 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.

6.3. 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.

7. Disclaimers and Limitation of Liability.

7.1. 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.

7.2. 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.

7.3. 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. 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.

7.4. 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.

7.5. 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.

7.6. 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.

8. Privacy.

8.1. 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.

Comodo Dragon 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.

In the event that third party features and functionalities are incorporated in or made available in or through Comodo Dragon, 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.

8.2. 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.

8.3. 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. By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

9. Miscellaneous

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. 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.

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

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

10. Terms and Conditions

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EXHIBIT A

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.

Package Name	License
bsdiff	BSD Protection License
bspatch	BSD Protection License
bzip2	BSD license
dtoa	BSD license
hunspell	MPL 1.1/GPL 2.0/LGPL
ICU	ICU license
JSCRE	BSD license
libjpeg	libjpeg license
libpng	libpng license
libxml	MIT license
libxslt	MIT license
LZMA SDK	Special exception license
modp_b64	BSD license
Mozilla interface to Java Plugin APIs	MPL 1.1/GPL 2.0/LGPL
npapi	MPL 1.1/GPL 2.0/LGPL
nspr	MPL 1.1/GPL 2.0/LGPL
nss	MPL 1.1/GPL 2.0/LGPL
Pthreads for win32	LGPL 2.1
sqlite	Public domain
tlslite	Public domain
V8 assembler	BSD license
WebKit	BSD/LGPL 2/LGPL 2.1
WTL	Microsoft Permissive License
zlib	zlib license

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.