COMODO TERMS AND CONDITIONS
Valkyrie

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

IMPORTANT—READ THESE TERMS CAREFULLY BEFORE USING VALKYRIE ("SERVICES"). BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO THEM.

These terms and conditions ("Terms") govern the relationship between you and Comodo Security Solutions, Inc., with its principal place of business at 1255 Broad Street, Clifton, NJ 07013, United States, ("Comodo") with respect to your use of the Services.

1. Use of Services

You agree to submit files to Comodo only for the purpose of malware analysis. You agree that you shall have no right to any file after its submission and that all submissions shall be deemed NOT CONFIDENTIAL. Comodo may use submitted files and the results of its test in any manner it sees fit and you grant Comodo an irrevocable license to modify, use, display, perform, reproduce, transmit, and distribute any submitted files.   You agree that all testing shall be conducted in Comodo's sole and absolute discretion. Comodo does not guarantee that a report will be generated for each file submitted. Comodo does not guarantee that a generated report will be accurate or that Comodo will detect all malware. Any generated report shall be solely owned by Comodo.

2. Restrictions

You agree to not use the Services to:
i   engage in unlawful activity or to use the Services in an unlawful manner
ii   use the Services in any manner that is likely to damage, disable, overburden or impair the Services (excluding the submission of malware to Comodo);
iii   use automated scripts to collect information from or otherwise interact with the Services;
iv   transmit content that would reasonably be considered harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
v   impersonate any person or entity, or falsely state or otherwise misrepresent yourself;
vi   transmit any private information; or

vii   transmit content that would constitute or encourage criminal offense, violate the rights of any party, create liability for Comodo, or violate any local, state, national or international law.

3. Disclaimer of Warranties

ANY USE OF THE SERVICES IS AT YOUR OWN RISK AND THE SERVICES MAY NOT OPERATE AS INTENDED. COMODO, ITS AFFILIATES, AND THEIR LICENSORS, SUPPLIERS, EMPLOYEES OR AGENTS SHALL NOT BE RESPONSIBLE FOR ANY USE OF THE SERVICES. THE SERVICES MAY NOT OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION. COMODO MAKES NO REPRESENTATIONS THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMODO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT ACCESS TO THE SERVICES WILL BE UNINTERUPTED, TIMELY, SECURE, OR ERROR-FREE.

4. Permissions and Privacy Policy

The Valkyrie Services may integrate with other Comodo products and services, such as File Analysis Tool (with report generation) and REST Services. These may include requests for you to submit file paths and user email address(es).   The scan session detail page link can be sent to a user email after scan completion. Further, the scan session email may be sent to Comodo sales and marketing for follow up contact.

YOU ARE GIVING EXPRESS PERMISSION FOR RECEIVING THESE SALES AND MARKETING COMMUNICATIONS FROM COMODO BY EMAIL AND TELEPHONE.

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.

Any history in Comodo's possession older than thirty (30) days may be deleted, including CGS history and dashboard data.

You are also giving express permission to receive notification emails and alerts with respect various product features, including uncertain verdicts.

In the event that third party features and functionalities are incorporated in or made available in or through Comodo Product(s), 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.

5. Limitation of Liability

COMODO, ITS LICENSORS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RELATED TO THE USE OR INABILITY TO USE THE SERVICES. COMODO WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA) EVEN IF COMODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION UNDER ALL LEGAL THEORIES, INCLUDING THEORIES OF CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, NEGLIGENCE, AND OTHER TORTS. To the extent that your jurisdiction does not allow the limitation or exclusion of liability for incidental or consequential damages, this exclusion may not apply to you. In such circumstances, Comodo's liability shall be limited to a maximum of the minimum allowable liability in that jurisdiction.

6. 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 breach of these Terms, (b) falsehoods or misrepresentations of fact by you, or (c) your use or misuse of the Services. Comodo has the right to participate in any defense of a third-party claim related to your use of the Services, with counsel of our choice. You shall have sole responsibility to defend Comodo against any claim, but you must receive Comodo's prior written consent regarding any related settlement. The terms of this paragraph will survive these Terms.

7. Arbitration / Governing Law

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. 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.

These Terms shall be governed by and construed in accordance with the laws of the state of New Jersey, United States of America, without regard to any conflicts-of-law rules. You irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts of New Jersey and waive any right you may have to object to or seek to change such jurisdiction or venue.

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.

Waiver of Class Actions and Class Arbitrations: 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.   Severability

If any provision of these Terms is determined by a court of competent jurisdiction to be unenforceable or illegal, such provision shall be modified to the minimum extent necessary to make the provision enforceable. The remainder of the Terms shall remain in full force and effect.

9.   Force Majeure

Comodo is not responsible for any cessation, interruption or delay in the operation of the Services 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, communications outages, Internet frailities, or any other causes whether or not of the same class or kind as those specifically above named.

10.   Amendments

Any waiver of these Terms shall only be effective if it is in writing and signed by both parties. Comodo may change the Terms and the Services without prior notice to you. You should check the Terms each time you use or access the Services. Your use of the Services after any changes to the Terms constitutes your acceptance of the new terms. Section headings are for convenience only and shall not be considered in the interpretation of these Terms.

11.   Notices

All notices, demands or requests to Comodo with respect to these Terms shall be made in writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013.

ACCEPTANCE

BY USING THE SERVICES OR CLICKING "SUBMIT", YOU AGREE TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS HEREIN. DO NOT USE THE SERVICES IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

EXHIBIT A

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

Cuckoo Sandbox GNU GLPv3
 https://github.com/spender-sandbox/cuckoo-modified/blob/master/docs/LICENSE

ipwhois
 https://github.com/secynic/ipwhois/blob/master/LICENSE.txt

IPy

 https://docs.python.org/3/license.html
 Copyright 2001-2017 Python Software Foundation; All Rights reserved

jqvmap
 https://github.com/manifestinteractive/jqvmap/blob/master/LICENSE

radar chart

data-driven documents
   BSD-3-Clause
   https://opensource.org/licenses/BSD-3-Clause

D3-based reusable chart library
   MIT License
   https://opensource.org/licenses/MIT