



Support.com® SUPERAntiSpyware® Product License Terms

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NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND TIME LIMIT ON SUBMITTING CLAIMS THAT AFFECT YOUR RIGHTS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

By selecting “I Agree” or otherwise installing and using SUPERAntiSpyware, you accept these Terms. If you do not accept them, do not select “I Agree” or you may not make any use of SUPERAntiSpyware.

1. LICENSED USE RIGHTS

SUPERAntiSpyware is licensed on a per computer basis or as otherwise specified or limited pursuant to an Order Form. If you comply with the terms and conditions of the Agreement, then for each license you acquire, you may install and use SUPERAntiSpyware on one computer. If a greater number of copies and/or number of computers is specified during purchase or in an Order Form, you may use SUPERAntiSpyware for the specified number of computers or subject to the use restriction set forth in the Order Form only. You may not share a license you acquire nor may you install or use SUPERAntiSpyware on more computers than the number for which you have purchased licenses or otherwise exceed the use restriction set forth in the Order Form.

(A) PROFESSIONAL VERSION

If you acquire a license for the professional version of SUPERAntiSpyware, for the period which you purchased a license for SUPERAntiSpyware (the “**Term**”), it will contain full functionality and you will be provided updates (when available) and customer service in the English language. After the expiration of the Term, you will no longer have the right to use SUPERAntiSpyware and will not be entitled to customer service or to updates for SUPERAntiSpyware, unless you acquire another full retail license. If no Term is specified at the time of purchase, the default Term is one (1) year from the date of purchase.

(B) EVALUATION OR TRIAL VERSION

If you acquire an evaluation or trial version of SUPERAntiSpyware, it may contain limited functionality and/or cease operating after the designated trial period. Your license will terminate after such period unless extended by Support.com upon your acquisition of a license for the professional version of SUPERAntiSpyware. If SUPERAntiSpyware is an evaluation or trial version, you agree that Support.com may periodically offer you, through in-product or stand-alone reminders or email (if you provided it to us), the opportunity to upgrade to the full professional version.

(C) PORTABLE VERSION (TECHNICIANS EDITION OR PERSONAL EDITION)

The Portable Version of SUPERAntiSpyware is licensed as follows:

(i) Technicians Edition: The Portable Version is licensed on a per user basis or as otherwise specified in an Order Form. If you comply with this Agreement, for each license you acquire, one user may use the Portable Version, including in a commercial setting, as part of a service in which you remove malicious software from your customer's computer. You may not share a license. An additional license is required for each additional user of the Portable Version. The term of this license is one (1) year from the date of purchase, unless a different term is specified at the time of purchase or in an Order Form.

(ii) Personal Edition: The Portable Version is licensed to you for your own personal, non-commercial use.

2. OTHER LICENSE LIMITATIONS

SUPERAntiSpyware is licensed, not sold. SUPERAntiSpyware is protected by copyright and other intellectual property laws and treaties. This Agreement only gives you limited rights to use SUPERAntiSpyware. Support.com reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use SUPERAntiSpyware only as expressly permitted in this Agreement. In doing so, you must comply with technical limitations in SUPERAntiSpyware that only allow you to use it in certain ways. You may not:

- sell or distribute SuperAntiSpyware licenses outside of the United States;
- work around the technical limitations in SUPERAntiSpyware;
- reverse engineer, decompile or disassemble SUPERAntiSpyware, except and only to the extent that applicable law expressly permits, despite this limitation;
- install on more computers or make more copies of SUPERAntiSpyware than specified in this agreement or allowed by applicable law, despite this limitation;
- publish SUPERAntiSpyware for others to copy;
- distribute SUPERAntiSpyware to any third party;
- rent, lease or lend SUPERAntiSpyware; or
- transfer SUPERAntiSpyware or this Agreement to any third party.

3. PRIVACY

Information collected in relation to your use of SUPERAntiSpyware will be handled in accordance with Support.com's Privacy Policy. Please refer to Support.com's privacy policy, available at <https://www.support.com/legal/site-privacy-policy/>, prior to agreeing to these Terms for a more detailed explanation of how your information is collected, stored and used by Support.com and third-party service providers.

4. NO PERFORMANCE WARRANTY

SUPERAntiSpyWare® is provided “as is” without a warranty of any kind. Support.com specifically disclaims any representation or warranty that SUPERAntiSpyware will meet your requirements, that the operation of SUPERAntiSpyware will be uninterrupted or that SUPERAntiSpyware will be error-free, OR THAT THIS PRODUCT CAN IDENTIFY AND SUCCESSFULLY REMOVE ALL FORMS OF SPYWARE.

5. CUSTOMER SERVICE

Support.com will use commercially reasonable efforts during our normal business hours to provide or make available limited customer support services to you upon request related to SUPERAntiSpyware during the Term. Any supplemental software code, updates or materials provided to you as part of customer service for SUPERAntiSpyware will be considered part of SUPERAntiSpyware and subject to the terms and conditions of this Agreement.

6. U.S. GOVERNMENT RESTRICTED RIGHTS

SUPERAntiSpyware and its accompanying documentation are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of SUPERAntiSpyware by the U.S. Government shall be solely in accordance with the terms of this Agreement.

7. EXPORT RESTRICTIONS

SUPERAntiSpyware is subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to SUPERAntiSpyware. These laws include restrictions on destinations, end users and end use. You agree not to export SUPERAntiSpyware to any prohibited country, entity, or person for which an export license or other governmental approval is required.

8. DISCLAIMER OF WARRANTIES

SUPERAntiSpyware IS LICENSED “AS-IS” AND DEFECTS MAY CAUSE IT TO NOT FUNCTION PROPERLY. ALTHOUGH NOT INTENDED, AS WITH ALL COMPUTER SOFTWARE, IT IS POSSIBLE A DEFECT COULD CAUSE YOUR COMPUTER TO FUNCTION IMPROPERLY AND/OR LOSS OF DATA. YOU BEAR THE RISK OF USING SUPERAntiSpyware ON YOUR EQUIPMENT. SUPPORT.COM GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE. TO THE FULL EXTENT PERMITTED BY LAW, SUPPORT.COM EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUPERAntiSpyware IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS, OR ANY OTHER USE WHERE A SOFTWARE MALFUNCTION COULD CAUSE PROPERTY DAMAGE OR PERSONAL INJURY, AND SUPPORT.COM SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

9. LIMITATION ON AND EXCLUSION OF DAMAGES

Support.com's liability under this agreement is limited. You can recover only direct damages up to the amount that you paid for SUPERAntiSpyware. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to all claims related to SUPERAntiSpyware, including without limitation claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if Support.com knew or should have known about the possibility of the damages.

10. DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION

(a) Definitions

As used in this Arbitration Provision, "**Claims**" means all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the use of the Support.com Web site or any Support.com products or services (collectively the "Services"). This includes but is not limited to disagreements about the validity, enforceability, or scope of this Arbitration Provision.

(b) Informal Efforts to Resolve Dispute

If a dispute arises between you and Support.com, you should first attempt to resolve it by contacting our Customer Service Center at 1-800-727-8776 or by sending the details of your complaint, including your contact information for a response, to the address or fax number listed below. We will attempt in good faith to resolve all Claims submitted this way within fifteen (15) days of receipt.

(c) Agreement to Arbitrate; Right to Opt Out

If informal efforts to resolve Claims fail or are not used, you agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that: (i) you may assert Claims in a small claims court in the United States if your Claims meet the court's jurisdictional requirements; and (ii) either party may pursue Claims and relief in a court of competent jurisdiction regarding the validity and/or infringement of a party's intellectual property rights.

There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award to you on an individual basis the same damages and forms of relief as a court could (including injunctive and declaratory relief as well as statutory damages), and must follow the law and terms of this Agreement as a court would. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions and private attorney general actions are not permitted.**

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUPPORT.COM IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST ACCEPT OR HAVE ACCESS TO THIS AGREEMENT BY MAILING OR FAXING AN OPT-OUT REQUEST TO OUR CUSTOMER SERVICE CENTER LISTED BELOW. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS, the email address you used to register with support.com, AND A clear

STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH us THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH us OR THE DELIVERY OF SERVICES TO YOU by us. IF YOU HAVE PREVIOUSLY NOTIFIED us OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

(d) Arbitration Fees

The allocation and payment of all filing, administration and arbitrator fees will be governed by the AAA's rules which limit the amount a consumer is required to pay. If the arbitrator determines that your Claims are not frivolous applying the standards of the Federal Rules of Civil Procedure, we agree to reimburse you the amount of all filing, administration and arbitrator fees you are required to pay for the arbitration.

(e) Arbitration Rules

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules if you are a resident of the United States; if your use of the Services has been principally for personal or household use, the AAA's Supplementary Procedures for Consumer-Related Disputes will also apply. If you are a resident of a country other than the United States, the arbitration will be conducted by the AAA's International Centre for Dispute Resolution in New York, NY, under its rules for international arbitration, and you and we agree to submit to the personal jurisdiction of the U.S. federal court in New York, NY, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern and control.

The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with experience in consumer and technology transactions and who is also a member of the AAA National Roster of Arbitrators. If you and we can't agree on a mutually acceptable arbitrator within fifteen (15) days after the arbitration is initiated, then the AAA will pick a neutral arbitrator who meets the qualifications. The AAA's rules are available at www.adr.org, or by calling 1-800-778-7879 from inside the United States or +1-212-484-4181 from outside the United States.

(f) Initiating Arbitration

To begin an arbitration proceeding, you must follow the procedures specified by the applicable AAA rules as described on their website at www.adr.org.

(g) Time Restriction

YOU MUST FILE A COMPLAINT WITH THE AAA OR A PERMITTED COURT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

(h) Arbitration Process

Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator. The arbitration proceedings will be conducted in the English language at a location designated by the AAA that is the most convenient for you.

The arbitration can only decide Claim(s) between you and us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable AAA rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

In conducting the arbitration proceeding, the arbitrator will apply the law of the State of California (without regard to its conflicts of law provisions) including U.S. federal law for matters covered by federal law (for example, the Federal Arbitration Act). At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the AAA rules or the Federal Arbitration Act.

(i) Recovery and Attorneys' Fees

If the arbitrator rules in your favor on the merits of any Claim you bring against us and issues you an award that is greater in monetary value than our last written settlement offer made to you before written submissions are made to the arbitrator, then we will (i) pay you 150% of your arbitration damages award, up to \$1,000 over and above your damages award; and (ii) pay your attorneys, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably incurred for investigating, preparing, and pursuing your Claim in arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of such fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. If your use of the Services was principally for personal or household use, Support.com waives any right it may have to seek an award of attorneys' fees and expenses from you in connection with any arbitration of Claims between us.

(j) Confidentiality

You and we shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

(k) Continuing Obligation to Arbitrate; Severability

This Arbitration Provision shall survive termination of your access to or use of any Services and related agreements. If any portion of this Arbitration Provision is deemed invalid or unenforceable at law, such invalid or unenforceable provision will be interpreted, construed or reformed to the extent required to make it valid and enforceable, and this shall not invalidate the remaining portions of this Arbitration Provision.

Support.com Customer Service Center Address:

Support.com, Inc.
ATTN: **LEGAL/ARBITRATION**
1200 Crossman Ave.
Sunnyvale, CA 94089, U.S.A.

11. APPLICABLE LAW; FORUM

California state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. Without limiting the parties' rights and obligations under the Arbitration Provision of this Agreement, you agree that any lawsuit filed to resolve any Claim you have with us arising out of or relating to this Agreement will be brought exclusively in a state or federal court located in or for Santa Clara County, and you agree to submit to the personal jurisdiction of such courts for the purpose of such Claims.

12. ENTIRE AGREEMENT; SEVERABILITY

This Agreement constitutes a complete and exclusive statement of the terms of the Agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by an authorized representative of both parties. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) such invalidity or unenforceability will not affect any other provision of this Agreement.

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CreateRegionFromFile

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<http://www.codeproject.com/info/cpol10.aspx>

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