

# Support.com<sup>®</sup> Cosmos<sup>®</sup> Product License Terms

Your access to and use of this software, including any updates or support you may receive from us (collectively “Cosmos”), is governed by the terms and conditions of this agreement between you and Support.com, Inc. (“Support.com”). As used in this agreement, “you” refers to you as an individual as well as other individuals you allow to access or use Cosmos on your computer, and any legal entity you control, work for, or represent when you access or use Cosmos. The terms “us” and “we” refers to Support.com, Inc., as well as our authorized distributors and resellers.

**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 accept the agreement” or otherwise installing and using Cosmos, you accept these terms and conditions. If you do not accept them, do not select “I accept the agreement” and you may not make any use of Cosmos.

**1. Licensed Use Rights.** Cosmos is licensed on a per computer basis. If you comply with the terms and conditions of this agreement, then for each license you acquire, you may install and use Cosmos on one computer. If a greater number of copies and/or number of computers is specified during purchase, you may use Cosmos for the specified number of computers only. You may not share a license you acquire nor may you install or use Cosmos on more computers than the number for which you have purchased licenses.

**(a) Full Retail Version.** If you acquire a license for the full retail version of Cosmos, it will contain full available functionality and you will be entitled to limited customer service in the English language and updates (if and when available) for the period which you purchased Cosmos (the “Term”). After the expiration of the Term, you will continue to enjoy the right to use Cosmos, but you will no longer have the right to receive customer service or updates for Cosmos, unless and until you acquire another full retail license.

**(b) Evaluation Or Trial Version.** If you acquire an evaluation or trial version of Cosmos, 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 full retail version of Cosmos. If Cosmos 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 retail version.

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

- work around the technical limitations in Cosmos;

- reverse engineer, decompile or disassemble Cosmos, except and only to the extent that applicable law expressly permits, despite this limitation;
- install on more computers or make more copies of Cosmos than specified in this agreement or allowed by applicable law, despite this limitation;
- publish Cosmos for others to copy;
- distribute Cosmos to any third party;
- rent, lease or lend Cosmos; or
- transfer Cosmos or this agreement to any third party.

**2. Privacy.** Information collected in relation to your use of Cosmos will be handled in accordance with Support.com's privacy policy. Please refer to Support.com's privacy policy, available at [www.support.com/softwareprivacypolicy](http://www.support.com/softwareprivacypolicy), 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.

**3. NO PERFORMANCE WARRANTY.** SUPPORT.COM SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT COSMOS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF COSMOS WILL BE UNINTERRUPTED OR THAT COSMOS WILL BE ERROR-FREE, AND THE AMOUNT OF PERFORMANCE INCREASE OR UTILITY PROVIDED BY COSMOS. EACH COMPUTER CONFIGURATION AND USAGE HISTORY IS DIFFERENT, AND COSMOS WILL NOT NECESSARILY INCREASE PERFORMANCE OR PROVIDE A UTILITY BENEFIT ON YOUR PARTICULAR COMPUTER. THEREFORE SUPPORT.COM MAKES NO CLAIM OF SPECIFIC DEFICIENCY, DEFECT, OR UNDERPERFORMANCE WITH RESPECT TO YOUR COMPUTER. ANY CLAIMS OF PERFORMANCE IMPROVEMENT OR SPEED INCREASES OR OTHER UTILITY MADE BY COSMOS ARE THOSE OF POSSIBLE OR POTENTIAL IMPROVEMENT OR UTILITY, AND NO REPRESENTATION OR WARRANTY IS OFFERED THAT A SPECIFIC UTILITY OR AMOUNT OF PERFORMANCE OR SPEED INCREASE, IF ANY, WILL BE REALIZED ON ANY PARTICULAR COMPUTER.

**4. Your Feedback.** If you give feedback about Cosmos to Support.com, you give to Support.com, without charge, the right to use that feedback for any purpose. You will not give feedback that is subject to a license that requires Support.com to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

**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 Cosmos during the Term. Any supplemental software code, updates or materials provided to you as part of customer service for Cosmos will be considered part of Cosmos and subject to the terms and conditions of this agreement.

**6. U.S. Government Restricted Rights.** Cosmos 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 Cosmos by the U.S. Government shall be solely in accordance with the terms of this agreement.

**7. Export Restrictions.** Cosmos 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 Cosmos. These laws include restrictions on destinations, end users and end use. You agree not to export Cosmos to any prohibited country, entity, or person for which an export license or other governmental approval is required.

**8. DISCLAIMER OF WARRANTIES.** COSMOS 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 COSMOS 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. COSMOS 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 COSMOS. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. THIS LIMITATION APPLIES TO ALL CLAIMS RELATED TO COSMOS, 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.

We also participate in informal dispute resolution services offered by the Better Business Bureau. As a Better Business Bureau Accredited Business, we have made a commitment to follow the BBB Code of Business Practices. Further information about this program is available at [www.bbb.org/us/Business-Accreditation/](http://www.bbb.org/us/Business-Accreditation/). You may seek to have the Better Business Bureau help resolve a Claim by submitting a complaint using their free online complaint system at [www.bbb.org/us/Business-Complaints/](http://www.bbb.org/us/Business-Complaints/).

**(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](http://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](http://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.

**(l) Support.com Customer Service Center Address:**

Support.com, Inc.  
ATTN: **LEGAL/ARBITRATION**  
900 Chesapeake Drive, 2<sup>nd</sup> Floor  
Redwood City, CA 94063, U.S.A.  
Fax: +1-650-556-1194

**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 San Mateo 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.

Copyright © 2015 Support.com, Inc. All Rights Reserved.

Last updated March 12, 2105.

7-Zip

7-Zip Copyright (C) 1999-2012 Igor Pavlov.

Distributed under the 7-Zip License

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

A Fast CSV Reader

Copyright (c) 2005 Sébastien Lorion

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

ANTLR

Copyright (c) 2010 Terence Parr

Distributed under the BSD 3-clause "Revised" License

<http://spdx.org/licenses/BSD-3-Clause>

Blowfish.c

Copyright (C) 1997 by Paul Kocher

Distributed under the GNU Lesser General Public License v2.1 or later

<http://spdx.org/licenses/LGPL-2.1+>

Boost

Copyright Rene Rivera 2006-2007.

Distributed under the Boost Software License 1.0

<http://spdx.org/licenses/BSL-1.0>

CppSQLite

Copyright © 2004-2007 Rob Groves. All Rights Reserved. [rob.groves@btinternet.com](mailto:rob.groves@btinternet.com)

Distributed under The Code Project Open License 1.02

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

CPUCount.cpp

Copyright (c) 1996-2000 Intel Corporation All rights reserved.

Distributed under The Intel Open Source License

<http://opensource.org/licenses/intel-open-source-license.html>

Flot

Copyright (c) 2007-2009 IOLA and Ole Laursen

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

Jamal

Copyright © 2006, Timo Derstappen <http://www.teemow.com/>

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

JkDefrag

©2005 J.C. Kessels

Distributed under the GNU Lesser General Public License v2.1 or later

<http://spdx.org/licenses/LGPL-2.1+>

JqGrid

Copyright (c) 2012 Tony Tomov, [www.trirand.com/blog](http://www.trirand.com/blog)

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

jQuery Core

Copyright © 2011 John Resig, <http://jquery.com>

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

jQuery UI

Copyright © 2011 Paul Bakaus, <http://jqueryui.com/>

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

jQuery-UI-Listbox

Copyright © 2011 Matt Palmerlee, Mastered Software, <http://www.masteredsoftware.com/>

Distributed under the MIT License

<http://spdx.org/licenses/MIT>



JsonCpp

Copyright (c) 2007-2010 Baptiste Lepilleur

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

libcurl

Copyright (c) 1996 - 2012, Daniel Stenberg, <daniel@haxx.se>.

Distributed under the Curl License

<http://curl.haxx.se/docs/copyright.html>

NSIS bzip2 compression module

Copyright (C) 1996-2000 Julian R Seward. All rights reserved.

Distributed under the bzip2 License

[http://nsis.sourceforge.net/License#bzip2\\_license](http://nsis.sourceforge.net/License#bzip2_license)

Nullsoft Scriptable Install System

Copyright (C) 1995-1998 Jean-loup Gailly and Mark Adler

Distributed under the zlib/libpng License

[http://nsis.sourceforge.net/License#zlib.2Flibpng\\_license](http://nsis.sourceforge.net/License#zlib.2Flibpng_license)

Open Sans Google Web Font Files

Copyright © Steve Matteson

Distributed under the Apache License 2.0

<http://spdx.org/licenses/Apache-2.0>

PIE

Copyright 2010 Jason Johnston

Distributed under the Apache License 2.0

<http://spdx.org/licenses/Apache-2.0>

Progressbar

Copyright 2012 jQuery Foundation and other contributors, <http://jqueryui.com/>

Distributed under the MIT License

<http://spdx.org/licenses/MIT>

Raphael

Copyright © 2008-2012 Dmitry Baranovskiy <http://dmitrybaranovskiy.github.com/>. Copyright © 2008-2012

Sencha Labs <http://sencha.com/>. Copyright © 2008-2011 Dmitry Baranovskiy

<http://dmitry.baranovskiy.com/>

Distributed under the MIT License

<http://spdx.org/licenses/MIT>