

END USER LICENSE AGREEMENT XCITIUM CLEANING ESSENTIALS

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING XCITIUM’S CLEANING ESSENTIALS (“PRODUCTS”). BY DOWNLOADING, INSTALLING, OR USING THE PRODUCTS, OR BY CLICKING ON “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 THE TERMS HEREIN, DO NOT DOWNLOAD OR USE THE SOFTWARE, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “ACCEPT”.

This end user license agreement is between you (“You”), as either an individual or as a business entity, and Xcitium, Inc., which has its principal place of business at 200 Broadacres Drive, Second Floor, Bloomfield, NJ 07003.

In exchange for your use of the Products, you agree as follows:

1. License

- 1.1. **Grant of License.** Xcitium 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”) you have paid for, 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 Xcitium.
- 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 possess the necessary authority and power to install and use the Products,
 - (iv) you promptly pay all 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. Xcitium 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 Xcitium 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.** Xcitium 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 Xcitium 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, Xcitium shall not charge your credit card until the trial period has ended. At the end of the trial period, Xcitium 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 6.4. 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. Xcitium may deny or revoke a free trial for any reason.

2. Specific Licenses

- 2.1. Xcitium Security Software. Xcitium Cleaning Essentials (XCE) may be used royalty-free for both commercial and personal use. XCE includes the Xcitium Cleaning Essentials and Kill Switch products. Installation of XCE may include installation of additional Products as indicated when installed.
- 2.2. GNU and Other Third Party Licenses. The Products may include some software programs that are licensed (or sublicensed) to the user under the GNU General Public License (GPL) or other similar open source software licenses ("Open Source Software") which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code. If such licenses require for any software which is distributed in an executable binary format, that the source code also be made available, then the source code will be included together with the binary code in a text file. The rights granted under any such Open Source Software licenses shall only apply to the source code or binary code distributed thereunder.

3. Ownership

- 3.1. No Ownership Rights. The Products are being licensed, not sold. Xcitium retains all ownership rights in and to all Products, including any intellectual property rights therein.
- 3.2. 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 Xcitium. You may not remove any copyright or other proprietary notice of Xcitium from the Products.
- 3.3. 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. Xcitium 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 Xcitium 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.
- 3.4. Submissions. Any communications sent to Xcitium are the property of Xcitium or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Xcitium is not liable for any use or disclosure of a submission. Except as noted herein, Xcitium is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

4. Payment

- 4.1. Fees. Certain Products may be used without payment to Xcitium. For other Products, you must pay the fee listed on Xcitium's website prior to using or accessing the Products. Free and paid for Products are listed on www.xcitium.com. Xcitium may modify fees for paid products in its sole discretion. Your failure to terminate this agreement after a fee change is posted to Xcitium's website constitutes your acceptance of amended prices, which will apply upon your renewal of the Products.
- 4.2. Method of Payment. All fees must be paid in advance. Xcitium may automatically charge the credit card provided for renewing subscriptions to the Products. However, you remain solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Xcitium may, without notice, restrict or remove your access to the Products.
- 4.3. Rejected Charges. If any charges are rejected by your credit card issuer then Xcitium may deactivate your account until payment is successfully received. Xcitium may deactivate any account that has a disputed charge until Xcitium, in its sole discretion, determines the dispute resolved.
- 4.4. Billing Issues. You shall provide Xcitium notice of any billing problems or disputes within 60 days after the charge first appears on a statement you receive from your bank, credit card company, or other billing company. Failure to notify Xcitium of the problem within the 60 day period is your acceptance of the charges. Xcitium is not obligated to provide a refund for any unused Products.

5. Restrictions

- 5.1. 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.
- 5.2. Compliance. You shall (1) not interfere or disrupt networks connected to Xcitium'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.
- 5.3. 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 Xcitium, and you must comply with the list as it exists in fact. XCITIUM SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

6. Termination.

- 6.1. Term. This agreement is effective until terminated by you or by Xcitium. 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 Xcitium website.
- 6.2. 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 Xcitium of your intent to terminate this agreement. Notification of termination must be sent by email to support@xcitium.com. Your termination will be effective upon Xcitium's receipt and processing of the email. Processing may take up to 24 hours.

- 6.3. Termination by Xcitium. Xcitium 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. Xcitium 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 Xcitium deems your use to be excessive, Xcitium may, with email notice, terminate your account or adjust the price of the Products.
- 6.4. 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, Xcitium shall refund to you the full amount paid by you. If you cancel after the first 30 days and your account is listed as an ESM or livePCsupport business account, Xcitium shall provide you with a pro-rata refund for each month left on your subscription less any discounts given for pre-payment of fees. To request a refund, you must email refunds@xcitium.com within 30 days of the purchase date.
- 6.5. 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, Xcitium may disable further use of the Products without further notice and may delete, remove, and erase any account information, any backup data stored by Xcitium, and any other information stored or collected by Xcitium. Such deletions are in Xcitium's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

7. Indemnification.

- 7.1. Indemnification. You shall indemnify (i) Xcitium, (ii) Xcitium's affiliates, and (iii) Xcitium'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.
- 7.2. Indemnification Procedure. Xcitium shall notify you promptly of any demand for indemnification. However, Xcitium'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.
- 7.3. Additional Liability. Your indemnification obligations are not Xcitium's sole remedy for a breach and are in addition to any other remedies Xcitium may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

8. Disclaimers and Limitation of Liability.

- 8.1. 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 Xcitium's control.

- 8.2. Guarantee Disclaimer: Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, XCITIUM 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. XCITIUM 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.
- 8.3. Damage Limitation. THE TOTAL LIABILITY OF XCITIUM 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. FOR FREE PRODUCTS, THE TOTAL LIABILITY IS LIMITED TO A MAXIMUM OF ONE HUNDRED DOLLARS (\$100 USD). YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF XCITIUM 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.
- 8.4. 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. XCITIUM DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS PRODUCTS AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 8.5. 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.
- 8.6. 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.

9. Privacy.

- 9.1. Privacy Policy. Xcitiium shall follow the privacy policy posted on its website when collecting and using information from you. Xcitiium may amend the privacy policy at any time by posting the amended privacy policy on its website.
- 9.2. Disclosure. Xcitiium will disclose information where required by a subpoena, interception order or other lawful process. Xcitiium 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 Xcitiium's rights under this Agreement.
- 9.3. 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@xcitium.com. By clicking "I AGREE", you affirmatively consent to receiving Xcitiium's and its affiliates' promotional material.
- 9.4. Permission for Information Collection The Products may collect information from the computer on which it is installed which may include files that are identified as potential malware, including information on the actions and behavior of such files. These files may be submitted to Xcitiium and could contain personally identifiable information. Any such files

collected by Xcitium are used only for the purpose of improving the ability of Xcitium's products to detect malware and the behavior of malware files. Xcitium will not correlate these files with any personally identifiable information.

Data sent to Xcitium Messaging Center will include product launched, threats detected, and threats deleted. Log files and IP address are also collected for communication, with log files deleted as part of routine purges in less than thirty days.

10. Miscellaneous

- 10.1. Notices. All questions, notices, demands, or requests to Xcitium with respect to this Agreement shall be made in English writing to: Xcitium, Inc., 200 Broadacres Drive, Second Floor, Bloomfield, New Jersey 07003. All notices to you shall be made by posting the notice on the Xcitium website.
- 10.2. Entire Agreement. This agreement 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.
- 10.3. Modifications. Xcitium 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. Xcitium may amend this agreement to the extent allowed by law. Xcitium will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Xcitium's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 10.4. 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.
- 10.5. Force Majeure and Internet Frailties. Other than for payment obligations by you, 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.
- 10.6. Arbitration and 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 Xcitium and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Xcitium should be addressed to Xcitium, Inc., 200 Broadacres Drive, Second Floor, Bloomfield, New Jersey 07003.

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.

The laws of the state of New Jersey govern the interpretation, construction and enforcement of this agreement and all proceedings arising out of it without regard to any conflicts of laws principles. Both parties agree to the exclusive venue and jurisdiction of state or U.S. federal courts located in New Jersey.

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.

- 10.7. Class Action Waiver: Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Xcitium 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.
- 10.8. 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 Xcitium. 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, Xcitium may assign its rights and obligations without your consent.
- 10.9. 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.
- 10.10. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 10.11. Rights of Third Parties. There are no third party beneficiaries under the agreement.

ACCEPTANCE

BY CLICKING "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 "ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

Notices And Licenses

7zip.dll is derived from 7-zip: <http://www.7-zip.org>

7 Zip Copyright © 1999-2010 Igor Pavlov

7-zip uses the GNU Lesser General Public License (LGPL), version 2.1, a full copy of which can be found at <http://www.gnu.org/licenses/lgpl-2.1.html>

The relevant sections of the LGPL version 2.1 are included below:

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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All open-source software components are licensed free of charge. Xcitium does not provide a warranty for these components. For 3 years following your purchase or acquisition of the Product, Xcitium will provide, for a charge reflecting Xcitium's distribution costs, the complete machine-readable copy of the modified software modules that are covered by LGPLv2.1. To obtain a complete machine-readable copy of the corresponding source code on a medium customarily used for software interchange, please send your written request to: opensource@Xcitium.com and send a check in the amount of fifteen dollars (\$15) US to:

ATTN: Accounting
Xcitium, Inc.
200 Broadacres Drive
Second Floor
Bloomfield, NJ 07003
United States

In your email and along with your check please include your name, address, telephone number, email address, the Xcitium product name, and the specific open-source software components. Your request will be processed once Xcitium receives both your email and your check.