END USER LICENSE AND SUBSCRIBER AGREEMENT

COMODO CLIENT SECURITY

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE COMODO CLIENT SECURITY SOFTWARE (THE "PRODUCT"). THE PRODUCT MEANS ALL OF THE ELECTRONIC FILES PROVIDED EITHER BY DOWNLOAD OR ON PHYSICAL MEDIA (CD-ROM, DVD OR OTHER MEDIA) THAT IS PROVIDED WITH THIS LICENSE AGREEMENT.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND A CLASS ACTION WAIVER CLAUSE. BY DOWNLOADING, INSTALLING, OR USING THE PRODUCT, 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 THE TERMS HEREIN, DO NOT DOWNLOAD OR USE THE SOFTWARE, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON "I ACCEPT".

This end user license and subscriber agreement is between you ("you" or "Subscriber"), as either an individual or as a business entity, and one of the following:

a.   Comodo Security Solutions, Inc., which has its principal place of business at 200 Broadacres Drive, Second Floor, Bloomfield, New Jersey 07003.

b.   If you are located in the European Economic Area, Comodo Security Solutions, Ltd., which has its principal place of business at Third Floor, 26 Office Village, Exchange Quay, Trafford Road, Salford Manchester M5 3EQ, United Kingdom is the entity responsible for any data or information that is processed or controlled and associated with this Product.

Each are referred to herein as "Comodo".

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

1. License

1.1.   <u>Grant of License</u>. Subject to the limits herein, Comodo grants you a non-exclusive, non-sub-licensable, and revocable license to download, install, back-up, and use the Software, including any documentation files or website information accompanying it, on a single network. 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.   <u>Restrictions</u>. The licenses granted herein are only valid if:

(i)   the Product is NOT modified in any manner;

(ii)   the Product is only installed and used in accordance with your network security policies,

(iii)   you possess the necessary authority and power to install and use the Product,

(iv)   you promptly pay all license fees when due, and

(v)   this agreement is accepted without modification and has not been breached.

1.3.   <u>Registration</u>. When registering the Product, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Product 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.   <u>Limited License</u>. The licenses granted herein are only for the number of computers for which you paid for the Product. 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 uses the Product prior to installing or using the Product.

1.5. Updates. Comodo is not obligated to provide updates to the Product. 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. The Product may update automatically without notice.

1.6. Trial, Free, Evaluation, and Beta. If this agreement pertains to a trial, free, 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 Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that you receive with this Product, then the term for the licenses granted herein shall be for the term that you purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card or account information is required to access a free trial. However, Comodo shall not charge your credit card or account until the trial period has ended. At the end of the trial period, Comodo may bill the credit card or account for the Product 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 Product. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

2. **Specific Licenses - The Product may include the following specific licenses:**

2.1. Comodo Security Software. Comodo Client Security (CCS) includes the Comodo Firewall and Antivirus products. No technical or customer support is provided for CCS separate from the Product as described. Installation of CCS may include installation of additional Products. Use of these Products may be disabled until you pay for the Products.

2.2. Containment Services.

Containment is a service that isolates unknown programs. By default any unknown programs identified as potential malware are executed inside a containment sandbox and then automatically sent to Comodo for malware analysis. If a program is found by Comodo to be malicious it is then added to the CCS malware definitions list. If it found to be safe it is added to CCS safe program list. The next time CCS receives antivirus updates, CCS scans all the programs running inside the containment sandbox. If any program is found to be malicious, the containment sandbox isolates the program and moves it to the quarantine list to protect your computer. Safe programs are removed from containment and are no longer executed inside containment. To disable Containment and/ or automatic submission of programs to Comodo, go to "Containment Settings" and uncheck the appropriate boxes.

3. **Ownership**

3.1. No Ownership Rights. The Product is being licensed, not sold. Comodo retains all ownership rights in and to the Product, including any intellectual property rights therein.

3.2. Copyright. The Product 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 Product.

3.3. Content. Content, including files, links, images, and text, made available or accessible through the Product 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 Product, 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.

3.4. <u>Submissions</u>. 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.

4. **Payment**

4.1. <u>Fees</u>. You may use the Software only after paying Comodo any applicable fees for the Software. For other Comodo Products, you must pay the fee listed on Comodo's website prior to using or accessing those Products. Free and paid for Product are listed on www.comodo.com. Comodo may modify fees for paid products in its sole discretion. Your failure to terminate this agreement after a fee change is posted to Comodo's website constitutes your acceptance of amended prices, which will apply upon your renewal of the Product.

4.2. <u>Method of Payment</u>. All fees must be paid in advance. Comodo may automatically charge the credit card or account provided for renewing subscriptions to the Product. However, you remain solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Comodo may, without notice, restrict or remove your access to the Product.

4.3. <u>Rejected Charges</u>. If any charges are rejected by your credit card issuer or the account provided is closed, then Comodo may deactivate your account until payment is successfully received. Comodo may deactivate any account that has a disputed charge until Comodo, in its sole discretion, determines the dispute resolved.

4.4. <u>Billing Issues</u>. You shall provide Comodo 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, invoice, or other billing company. Failure to notify Comodo of the problem within the 60 day period is your acceptance of the charges. Comodo is not obligated to provide a refund for any unused Product.

5. **Restrictions**

5.1. <u>Lawful Use</u>. The Product is solely for lawful purposes and use. You are responsible for ensuring that your use of the Product is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.

5.2. <u>Compliance</u>. 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 Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product 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 Product 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. <u>Export</u>. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Product 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.

6. Termination.

6.1. <u>Term</u>. This agreement is effective until terminated by you or by Comodo. You may only use paid Product 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.

6.2. <u>Termination by You</u>. 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 Product 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.

6.3. <u>Termination by Comodo</u>. Comodo may terminate this agreement for non-payment by delivering notice of the termination or sending an email to the address provided during your registration for the Product. 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 Product.

6.4. <u>Refunds</u>. After purchasing the Product, 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.

6.5. <u>Events Upon Termination</u>. Upon termination, you must immediately cease using the Product 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 Product 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.

7. Indemnification.

7.1. <u>Indemnification By You</u>. 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.

7.2 <u>Indemnification By Comodo</u>. Comodo hereby agrees to indemnify, defend and hold harmless You (an "Indemnified Person"), from and against, any and all Losses incurred by You in connection with any claim, action, suit or proceeding by a third party (each, a "Claim") to the extent such Claim arises out of or results from Comodo's direct infringement or misappropriation of a trade secret of a third party or of any U.S. patent, registered copyright, or registered trademark ("Intellectual Property Infringement") related to the use of the Product. Comodo's indemnification obligations shall not apply to the extent any such infringement or misappropriation is the result of: (a) Your independent modification of the Product, or any other product, software or service provided under this agreement where without such modification the Product or other product would not infringe, (b) Your combination of the Product or any other product, software or service provided under this agreement with any other product, or use with any other product, (c) Comodo's adherence to Your express written instructions where such instructions and any modifications, changes or combinations made as a result of said instructions are solely responsible for the claim of infringement, (d) any Claim based on open source software or other third party code included with the Product, (e) any unauthorized use of the Product, or (f) use of the Product

other than in accordance with the Documentation (any applicable administration guide for the current version of the Product).

7.2.1. Remedy and Liability: In the event that a court of final determination and of competent jurisdiction holds that the Product constitutes a direct infringement or use of the Product is enjoined, Comodo shall, at its sole discretion, do one or more of the following: (i) procure for you the right to continue use of the Product, (ii) provide a modification to the Product so that its use becomes non-infringing, (iii) replace the Product with software that is substantially similar in functionality and performance or (iv), if none of the foregoing alternatives is reasonably available to Comodo, Comodo shall refund the residual value of the purchase price paid by you for the infringing Product, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Product to you. Comodo may also request You to remove all copies of any Product held to be infringing or giving rise to a Claim.

THIS SECTION STATES COMODO'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

7.3 Indemnification Procedure. Each Indemnified Person must notify the other party promptly (within 14 days) of a demand for indemnification. However, an Indemnified Person's failure to notify will not relieve the other party from its indemnification obligations except to the extent that the failure to notify materially prejudices a party. The Indemnitor 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. Indemnitor 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.

7.4 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.

8. **Disclaimers and Limitation of Liability.**

8.1. Internet. You acknowledge that the Product 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.

8.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. 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 PRODUCT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

8.3. 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 PRODUCT OR IF THIS IS A FREE PRODUCT UP TO A MAXIMUM OF ONE HUNDRED U.S. DOLLARS ($100 USD). YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, 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.

8.4.   Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT 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 PRODUCT 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. 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 and Information Access. Comodo shall follow the privacy policy posted on its website at https://www.comodo.com/repository/privacy-policy.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.

By accepting this Agreement, you are providing express permission for the following information to be obtained by this program:

Data and information that is collected from users for statistics and analysis during Comodo product installation, uninstallation and product update(s) in order for Comodo to know specific Comodo product usage on various operating systems, and to assist in further product planning and support include:

> Anonymous Computer ID; Comodo defined integer values for Product ID, Channel ID, Affiliate ID and selected Interface Language, Comodo product version; operating system name, platform, language, build and version; input e-mail (if optionally provided during installation); Comodo product related license information; settings for consent to data collection; if the web filtering feature is enabled and a browsed URL is a heuristic match with a malicious website database, the URL may be sent to Comodo for further analysis.

The following information is also sent to Comodo to determine active users:

> Anonymous Computer ID; Comodo defined integer values for Product ID, Channel ID and Affiliate ID; and Comodo product version.

The following information is only sent to Comodo based on consent:

> Install options;
> Comodo application usage (i.e. Comodo product launch and which features and interfaces used);
> Information on executed files which includes the file path, file size, the file's sha-1 hash, Comodo verdict and source of verdict, user's decision on application, parent application sha-1 hash, url associated with the file, IP of domain from where the file is downloaded, browser name and version from where a file is downloaded, if the file is seen as an installer by product, a file's digital signing status, digital signer name if the file is signed; Information on installed browser, such as name, search engine and home page settings;
> Default browser;
> Crash dumps of Comodo application and Kernel crash dumps.

In order to investigate crashes in the context of the system, computer information as extracted using Microsoft tool "msinfo32.exe /nfo" is sent, which contains complete system information including but not limited to, the categories of "Hardware Resources", "Components", and "Software Environment" with information about installed applications.

Comodo Product(s) may produce 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.

Additional particular details of information collection include:

The file/application list is scanned; reporting of information of scan events to Comodo's ITSM server/ portal for integration, where the scan events will be shown on ITSM portal per device;

System information via PAAR Service (Information about the computer or device such as computer ID, operating system language, operating system type);

User events, (such as install, uninstall, and updates), logging, heartbeat, operating system changes, installation failure via Comodo Messaging Center Service. Upon enablement of functionality, collection includes global machine code, operating system version, and any changes to OS.

Administrator access control for device;

Data reporting to Comodo of response errors and response time for the following services: FLS, Valkyrie, ITSM File Rating, and download.comodo.com, as well as determining if these services are available.

Options to automatically submit crash reports for CCS processes crash and Windows crashes and event logs are also available.

CCS also sends the following information to Comodo's FLS:

Scan of files; file downloads from URLs and from which URL the file is downloaded; domain IP, browser name; parent hash if the file/process has a parent process; user id; product id; product version; installer; file size; file type; file path; digital signature status; file hidden status; verdict source; caller type; value of signer name of the code signing digital signature; enterprise field; enterprise value; registration and de-registration information; logging the parent process of file-less script launched in Containment.

CCS monitors file upload/download status and the duration of such. Monitoring and reporting of file operations including any upload to Comodo Valkyrie, upload to Comodo account manager service (if configured), downloading updates from download.comodo.com or other configured updating service. Reporting of unrecognized files that have stayed unrecognized for a given time period. Downloads of the local verdict service database updates is also allowed.

A recognizer function of the program blocks suspicious applications from dropping files into a user's auto run folder and has the ability to choose applicable actions.

CCS may also send logs to third party logging systems, these could include event logs, system logs, and external files.

CCS also creates, as needed, files or other items (such as logs, registry, keys etc.) required by the operating system for compatibility purposes.

9.2.   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.

9.3. <u>Opt Out</u>. You may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to <u>optout@comodo.com</u>. By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

9.4. <u>File Submission.</u> This product may automatically submit to Comodo any files or programs that are identified as potential malware, including information on the actions taken by such files. The collected files could potentially contain personally identifiable information that has been obtained within the file which was identified as a potential malware file. Files of this type are being collected by Comodo only for the purpose of improving the ability of Comodo's products to detect malicious behavior. Comodo will not correlate these files with any personally identifiable information.

10. Miscellaneous

10.1. <u>Notices</u>. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 200 Broadacres Drive, Second Floor, Bloomfield, New Jersey 07003. All notices to you shall be made by posting the notice on the Comodo website.

10.2. <u>Entire Agreement</u>. 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.

10.3. <u>Modifications</u>. Comodo may amend or discontinue certain Product offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of the Product. 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.

10.4. <u>Waiver</u>. 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. <u>Force Majeure and Internet Frailties</u>. 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. <u>Arbitration.</u>

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, except as indicated at the end of this section below. 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 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 settled by arbitration administered by the American Arbitration Association if you are located in the United States; or by the International Chamber of Commerce if you are located outside the United States, in accordance with the respective Arbitration Rules for each, with the venue in Bloomfield, NJ, USA and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party may appear before the panel by telephone. Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement.

You and Comodo agree that "dispute, claim or controversy" as defined in this Agreement shall not include any claim or cause of action by You or Comodo for trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution. You agree that a Court, not an Arbitrator, may decide if a claim falls within one of these exceptions.

10.7   WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND COMODO AGREE THAT 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 FEDERAL OR STATE 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   Governing Law

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.

10.9.   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.

10.10.   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.

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

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

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.

SCHEDULE A

Included Software and Licenses

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

SQLite

(Public domain)

FileHash.h

https://github.com/JoeKun/FileMD5Hash/blob/master/Library/FileHash.h

(Apache v2.0 http://www.apache.org/licenses/LICENSE-2.0)

Open DLAP License

https://github.com/LMDB/lmdb/blob/mdb.master/libraries/liblmdb/LICENSE

Luajit

http://luajit.org/luajit.html   MIT License

https://opensource.org/licenses/mit-license.php