Comodo AntiSpam Gateway 2.0

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THE
AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS.**

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING,
OR USING COMODO ANTISPAM GATEWAY ("SERVICES"). BY DOWNLOADING, INSTALLING, OR
USING THE SERVICES OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU
HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO ITS
TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT DOWNLOAD OR USE THE
SERVICES OR CLICK ON "I ACCEPT".

This user license agreement is between you ("you" or "Subscriber"), as either an individual or as a
business entity, and Comodo Security Solutions, Inc. ("Comodo"), which has its principal place of
business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013.   In exchange for your use of the
Services, you agree as follows:

1. **License**

    1.1.   Grant of License. Comodo grants you a royalty-free, limited, non-exclusive, non-transferable,
           and revocable license to use the Comodo AntiSpam Gateway (the "Services") for personal
           purposes, including any documentation and files accompanying the Services. You shall not
           resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the
           Services. All rights not expressly granted herein are reserved to Comodo.

    1.2.   Restrictions. The licenses granted herein are only valid if:

           (i)   the Services are NOT modified in any manner;

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

           (iii)   you posses the necessary authority and power to install and use the Services, and

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

    1.3.   Account. Your account shall be protected by a username and password which are
           confidential information. You are fully responsible for any activities that occur through your
           account. You must notify Comodo immediately if you suspect any unauthorized use of your
           account.

    1.4.   Updates. Comodo is not obligated to provide updates to the Services. 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 Comodo Services update
           automatically without notice and you accept such updates.

    1.5.   Open Source And Third Party Licenses. Comodo AntiSpam Gateway is a derivative work of
           Spring Framework, Apache Shiro – security framework, Ehcache, and Apache commons
           libraries (each licensed under the Apache License, version 2.0); ZK RIA, Hibernate ORM,
           and c3p0 (licensed under LGPLv2.1); and Java mail API (licensed under the following
           licenses: CDDL-1.0, BSD, GPL-2.0, GNU-Classpath). Other licenses include:

                   ElasticSearch: Apache License Version 2.0" LICENSE.txt
                   Postfix: http://en.wikipedia.org/wiki/IBM_Public_License
                   PGPool II: http://www.pgpool.net/mediawiki/index.php/pgpool-II_License

HAProxy: GNU GPL v2
Jilter: http://sendmail-jilter.sourceforge.net/index.html
GlusterFS:
http://gluster.org/community/documentation/index.php/Gluster_3.1:_Understanding_the_GlusterFS_License
AmCharts - http://www.amcharts.com/online-store/licenses-explained/

2. Ownership

2.1. <u>No Ownership Rights</u>. The Services are being licensed, not sold. Comodo retains all ownership rights in and to all Services, including any intellectual property rights therein.

2.2. <u>Content</u>. Any content made available or accessible through the Services 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 Services, 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.

2.3. <u>Submissions</u>. You represent that you have the necessary rights and licenses to any files submitted to Comodo for scanning.   You also represent that your submission of files to Comodo will not violate any third party rights to such files, including intellectual property rights and rights to privacy. 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.

3. Restrictions

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

3.2. <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 Services to infringe the privacy or intellectual property rights of a third party; (4) not use the Services 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 Services 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.

3.3. <u>Export</u>. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Services 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.

4. Termination.

4.1. <u>Term</u>. This agreement is effective until terminated by you or by Comodo.

4.2. <u>Termination by You</u>. You may terminate this agreement at any time by disabling your account or stopping your use of the Services.

4.3. <u>Termination by Comodo</u>. Comodo 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 Services. 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 restrict your access to the Services.

4.4. <u>Events Upon Termination</u>. Upon termination, you must immediately cease using the Services and delete all copies of any related Services found on your computer and any backup copies made.

5. Indemnification.

5.1. <u>Indemnification</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.

5.2. <u>Indemnification Procedure</u>. Comodo shall notify you promptly of any demand for indemnification. However, Comodo'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.

5.3. <u>Additional Liability</u>. 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.

6. Disclaimers and Limitation of Liability.

6.1. <u>Use Limitations</u>. You acknowledge that the Services 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. The Services are not designed for high-risk environments, a failure of which could lead to death, personal injury, or severe damage.

6.2. <u>Collected Files.</u> This product may automatically submit to Comodo any files or programs that are unknown or untrusted, including information on the actions taken by such files. The collected files could contain personally identifiable information that has been obtained by any of the identified pending/unrecognized file without your permission. 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. The automatic submission function may be deactivated by de-selecting this option in the General Settings.

6.3.   Disclaimer; Assumption of Risk. THESE SERVICES ARE PROVIDED "AS-IS". EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES. 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 SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, 2) THAT THE SERVICES WILL DETECT OR REMOVE VIRUSES, 3) THAT FILES WILL BE RESTORED TO ANY OEPRATIONAL STATE, OR 4) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

6.4.   Damage Limitation. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER 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.

6.5.   Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SERVICES 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 SERVICES AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. COMMUNICATIONS AND DATA RETURNED TO YOU FROM COMODO'S SERVERS IS SENT TO RECIPIENT IN ITS ORIGINAL STATE AND NOT NECESSARILY ENCRYPTED. COMODO EXPRESSLY DISCLAIMS ANY ENCRYPTION OF COMMUNICATIONS AND DATA DURING TRANSFER.

6.6.   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.

6.7.   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.

7. **Privacy.**

7.1.   Privacy Policy. Comodo shall follow the privacy policy posted on its website at http://www.comodo.com/repository/privacy_agreement.html 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.

Comodo AntiSpam Gateway offers its users the ability to back-up their emails on the AntiSpam Gateway designated servers. To do this, copies of emails are held in a secure hosted facility, in a secure password-protected database.
i)   Access to backed-up email is only available by the designated AntiSpam Gateway administrator(s) or individual users.
ii)   Users can only forward their emails to the registered email address, the AntiSpam Gateway housed emails cannot be opened, read or replied to from the AntiSpam Gateway designated servers.
iii)   AntiSpam Gateway administrators can only download the archived emails

7.2. <u>Disclosure</u>. 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.

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

8. Miscellaneous

8.1. <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., 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.

8.2. <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.

8.3. <u>Modifications</u>. Comodo may amend or discontinue the Services offered under this agreement in its sole discretion.   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.

8.4. <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 form the waived provision.

8.5. <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, any associated server disruption or other such transmission failure.

8.6. <u>Governing Law and Venue</u>. The laws of the state of New Jersey govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

8.7. <u>Assignment</u>. 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.

8.8. <u>Severability</u>. 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.

8.9. <u>Survival</u>. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

8.10. <u>Rights of Third Parties</u>. There are no third party beneficiaries under the agreement.

9. Arbitration.

To the extent permitted by law, 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. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

9.1. Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the American Arbitration Association (hereinafter referred to as the "AAA").

9.2. 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.

9.3. There shall be one Arbitrator to hear the matter. The parties shall initially agree to a panel of 3 possible Arbitrators to hear the matter and each party shall have the opportunity to name one Arbitrator to be dropped from the panel until one remains. The party giving notice of the Arbitration demand shall be first to indicate its selection.

9.4. All costs of the Arbitration and the AAA shall be borne equally by both parties to this agreement, regardless of the final decision. The defaulting party, as determined by the Arbitrator, shall pay all other costs and expenses, including reasonable attorney's fees, incurred by the party in enforcing its rights under this 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.