

END USER LICENSE AND SUBSCRIBER AGREEMENT
Comodo Disk Encryption

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

This software uses passwords to encrypt and secure information. All passwords are your sole responsibility, and Comodo does not backup or restore any information that is password protected. If you lose or forget your password, your data will be completely irretrievable. YOU BEAR ALL RISK OF LOSS ASSOCIATED WITH YOUR USE OF THIS SOFTWARE AND ANY ENCRYPTED INFORMATION.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING COMODO DISK ENCRYPT (“THE SOFTWARE”). BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE 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 OR CLICK ON “I ACCEPT”.

This End-User License and Subscriber Agreement (the “Agreement”) is a legal contract 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 525 Washington Blvd., Suite 1400, Jersey City, New Jersey 07310. You agree that any failure to abide by the terms and conditions herein shall void any and all obligations of Comodo hereunder.

1. License

- 1.1. *Grant of License.* Subject to the terms of this Agreement, Comodo grants you a royalty-free, limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to download, install, back-up, and use the Software, including any documentation and files accompanying the Software.
- 1.2. *Limitations.* You may not publish, display, disclose, rent, lease, sell, resell, modify, loan, or create derivative works based on the Software or any part thereof. You may not reverse engineer, decompile, translate, adapt, vary, alter, change, modify, or disassemble the Software or attempt to create the source code from the object code of the Software. You may not reproduce, resell or exploit the Software for commercial purposes without Comodo’s express written permission. Use of the Software within your commercial enterprise for internal purposes is expressly allowed. All rights not expressly granted herein are reserved to Comodo. .
- 1.3. *Restrictions.* The licenses granted herein are only valid if:
 - (i) the Software is NOT modified in any manner;
 - (ii) all copyright and proprietary notices or labels in the Software are maintained in their original format;
 - (iii) the Software is only installed and used in accordance with your network security policies,
 - (iv) you possess the necessary authority and power to install the Software,
 - (v) this Agreement is accepted without modification, and
 - (vi) you have not breached the terms of this Agreement.

- 1.4. *Updates.* For purposes of this Agreement, "Software" includes all updates, enhancements, modifications, revisions, or additions made by Comodo ("Updates"). The licenses and obligations provided herein shall extend to all Updates. Updates are made in Comodo's sole discretion, and Comodo is not obligated to provide Updates to you under any circumstances. Software incorporating Comodo's Internet-based updating services may automatically check the version of the Software being used and may provide Updates automatically through the updating service.
- 1.5. *Registration.* The Software may require registration or activation to be used properly. You agree to provide accurate and complete information on all registration forms. Failure to complete the registration or activation may limit your ability to use the Software or may disable the Software from functioning. When registering or activating Software, you may be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. Comodo is not responsible for any loss or damage arising from unauthorized access to your account or your failure to comply with this section. You are fully responsible for any activities that occur under your username even if unauthorized. You must notify Comodo immediately of any unauthorized use of your account.

2. **Ownership**

- 2.1. *No Ownership Rights.* The Software is being licensed to you for the term of this Agreement, not sold, and Comodo expressly reserves and maintains at all times all ownership rights in and to all Software, including any intellectual property rights therein. The FreeDOS file accompanying this Software is used with permission and is not Comodo software.
- 2.2. *Copyright.* The Software 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 any copy of the Software.

3. **Restrictions**

- 3.1. *Lawful Use.* The Software is solely for lawful purposes and use. You are responsible for ensuring that your use of the Software is in accordance with this Agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 3.2. *Compliance.* You agree (1) not to interfere or disrupt networks connected to Comodo's services; (2) to comply with all regulations, policies and procedures of networks connected to the services; (3) not to use the Software to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or any third party's rights of publicity or privacy; (4) not to post, distribute, or otherwise make available or transmit any computer file that contains a virus, Trojan, adware, or other malware, (5) not to attempt to gain unauthorized access to other computer systems; and (6) not 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. *Export.* You represent and warranty that you are not located in and will not modify, export or re-export, either directly or indirectly, the Software 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. Disclaimer of Warranties

- 4.1. *Technical Support.* Comodo is under no obligation to provide technical or customer support for the Software. You are solely responsible for properly installing and using the Software and for the procurement of any hardware or services required to use the Software, including any computers, servers, or Internet access.
- 4.2. *Risk.* THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". ANY USE OF THE SOFTWARE IS AT YOUR OWN RISK. THE SOFTWARE MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. COMODO DOES NOT WARRANT THE PERFORMANCE OF THE SOFTWARE, THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL OPERATE IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION. COMODO DOES NOT WARRANT THAT THE PROGRAM WILL PROTECT YOUR INFORMATION FROM COMPROMISE OR THEFT.
- 4.3. *Disclaimer of Warranties.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMODO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR NEEDS OR BE COMPATIBLE WITH ANY PARTICULAR PLATFORM. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.
- 4.4. *Limitation.* Some jurisdictions do not allow or limit the exclusion of warranties. In such jurisdiction, these provisions shall apply to you to the maximum extent allowed by law.

5. Limitation of Liability

- 5.1. **Please note this program uses passwords to encrypt and secure information. The passwords are your sole responsibility and Comodo does not backup or restore any information that is password protected. If you lose or forget your password, your data will be completely irretrievable. YOU BEAR ALL RISK OF LOSS ASSOCIATED WITH YOUR USE OF THE SOFTWARE AND ANY ENCRYPTED INFORMATION.** THE PASSWORD IS IMPOSSIBLE TO RETRIEVE IF LOST AND ANY ENCRYPTED DATA WILL BE PERMANENTLY INACCESSIBLE. COMODO SHALL NOT BE RESPONSIBLE FOR A LOST OR STOLEN PASSWORD AND YOU SHALL PROTECT THE PASSWORD AS CONFIDENTIAL INFORMATION.
- 5.2. *Limitation on Liability.* YOU AGREE TO WAIVE AND HOLD HARMLESS COMODO AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS FROM ANY AND ALL DAMAGES, CLAIMS, OR LOSSES (INCLUDING ANY APPLICABLE ATTORNEY FEES OR RELATED COSTS) RESULTING FROM OR CONNECTED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OR TYPE OF THE CLAIM, DAMAGE, OR LOSS. FURTHERMORE, YOU WAIVE AND RELEASE COMODO FROM ALL LIABILITY FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THE AGREEMENT OR THROUGH THE USE OF THE SOFTWARE. THIS WAIVER AND RELEASE INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND SHALL APPLY EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations herein shall apply to the maximum extent permissible by law, regardless of the

reason for the liability, regardless of the extent or nature of the damages, and regardless of whether any other provisions of this Agreement have been breached or proven ineffective.

- 5.3. *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.

6. Termination.

- 6.1. *Term.* This Agreement is effective until terminated by you or by Comodo. You may terminate this Agreement at any time by removing all copies of the Software in your possession or under your control. Comodo may terminate this Agreement at any time and for any reason by providing notice to you through email or by posting on its website..
- 6.2. *Events Upon Termination.* Upon termination, you must immediately cease using the Software and delete all copies of the Software found on your computer and any backup copies made.

7. Indemnity

- 7.1. You agree to release, indemnify, defend and hold harmless Comodo and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) your use or misuse of the Software, (b) your breach of this Agreement, or (c) your infringement upon any intellectual property or other proprietary right of any person or entity. Comodo may, at its own expense, assume the defense and control of any matter otherwise subject to indemnification by you. Doing so shall not excuse your indemnity obligations in this Agreement. The terms of this paragraph will survive any termination or cancellation of the Agreement.

8. Privacy.

- 8.1. *Privacy Policy.* The use of personal information by Comodo is governed by the Comodo privacy policy which is available at http://www.comodo.com/repository/css_privacy_agreement.html. Please periodically review this website, as Comodo may revise the Privacy Policy at any time.
- 8.2. *Data Collection.* Comodo may collect certain non-personally identifiable information about your use of the Software, including, without limitation, statistics relating to the use of the Software, performance metrics relating to the Software, and configuration settings. This information collected will be sent to Comodo and may be used by Comodo without restriction. Comodo may also collect information about the use of the Software to ensure compliance with this Agreement.
- 8.3. *Other Information.* The Software may require some information that may be considered personally identifiable, including your preferences, your email address, your likes and interests, etc. which will be retained on Comodo servers. You are not required to provide any of this information to use the Software, however, failure to provide such information may limit your ability to use the Software as intended.
- 8.4. *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.

- 8.5. *Opt-Out.* Comodo occasionally sends out informational emails about its products and services. You may 'opt-out' of receiving information not directly related to the Software you have installed or are using by emailing optout@comodo.com. If you do not opt out then your acceptance of this Agreement will constitute your affirmative consent to receiving marketing and promotional material from Comodo and its affiliates. .

9. Miscellaneous

- 9.1. *Governing Law.* This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey without regard to conflicts of law provisions thereof. You agree that the exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in New Jersey, USA.
- 9.2. *Severability.* If a provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will not be affected, impaired or invalidated. If the absence of the provision adversely affects the substantive rights of a party, the parties agree to replace the provision with a new provision that closely approximates the economic and proprietary results intended by the parties.
- 9.3. *Force Majeure.* Any delays in or failure by either party shall be excused to the extent that such failure or delay is caused by occurrences beyond the party's reasonable control. A party will not be liable as result of failures or errors related to the use or operation of the Internet.
- 9.4. *Entire Agreement.* This Agreement and the referenced Privacy Policy contain the entire and exclusive agreement and understanding between the parties on the subject matter herein. The Agreement supersedes all prior agreements, understandings and arrangements related to the subject matter. No representation, undertaking or promise made prior to the Agreement shall be effective or valid except as may be expressly stated in the Agreement. No waiver, delay or discharge by a party will be valid unless in writing and signed by an authorized representative of the party against which its enforcement is sought. Neither the failure of either party to exercise any right of termination nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default. The parties hereby expressly opt-out from the applicability of the Uniform Computer Information Transactions Act ("UCITA").
- 9.5. *Amendments.* Comodo may amend this Agreement and the Software offered under the Agreement in its sole discretion without notice, including availability, equipment and software requirements, and limits or restrictions on the use of Software. Any amendment made to this Agreement shall be effective immediately after being posted on the Comodo website. The website posting shall be your sole notice of any such changes, and you agree to check the Comodo website periodically to obtain notice of any changes. Continued use of the Software after an amendment constitutes acceptance of the change. Section headings are for convenience only and are not part of the Agreement.
- 9.6. *Assignment.* You may not assign or transfer, or purport to assign or transfer, any of your rights, duties, or obligations under the Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise. Comodo may assign or transfer this Agreement in its sole discretion.
- 9.7. *Notices.* All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in writing to: Comodo Security Solutions, Inc., 525 Washington Blvd., Suite 1400, Jersey City, New Jersey 07310. All notices to you shall be made by posting the notice on the Comodo website.
- 9.8. *Survival.* This Agreement shall be applicable for as long as you have the Software downloaded or installed. However, all provisions regarding confidentiality, proprietary rights,

limitation of liability, indemnity, non-disclosure, and all provisions necessary to understand and interpret these sections shall survive this Agreement.

- 9.9. *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:
- (i) 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").
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.