

COMODO KORUGAN UTM END-USER LICENSE AGREEMENT

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 HARDWARE AND SOFTWARE ("THE PRODUCT" OR "PRODUCT"). THE PRODUCT CONSISTS OF BOTH HARDWARE AND SOFTWARE, AND YOUR USE OF THE PRODUCT IS SUBJECT TO YOUR ACCEPTANCE OF THIS END-USER LICENSE AGREEMENT (THIS "AGREEMENT" OR "EULA"). YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO ITS TERMS EITHER (1) BY USING THE PRODUCT, (2) BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, OR (3) BY CLICKING ON "I ACCEPT" BELOW. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT USE THE PRODUCT, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND DO NOT CLICK ON "I ACCEPT".

This Agreement is a legal contract between you, as an End-User, and Comodo Yazilim A.S. Turkey, a Turkish company, with offices at Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey ("Comodo").

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

1. License

- 1.1. <u>Grant of License</u>. Comodo grants you a royalty-free, limited, non-exclusive, non-transferable, and revocable license to use the Product and any applicable Services, including any documentation and files accompanying the Product, for your internal enterprise purposes that relate to the integrity and reliability of your 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 valid only if:
 - 1.2.1. the Software and the Hardware are NOT modified in any manner;
 - 1.2.2. the Software is lawfully installed and lawfully used in accordance with your network security policies;
 - 1.2.3. you are not renting, selling, or leasing any rights in either the Software, the Hardware, or the Services, in any form, to a third party;
 - 1.2.4. the Hardware is not disassembled by you;
 - 1.2.5. you possess the necessary authority and power to install the Software and use the Services; and
 - 1.2.6.this Agreement is accepted without modification and has not been breached.
- 1.3. <u>Account</u>. 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. <u>Updates</u>. Comodo is not obligated to provide updates to the Software, the Hardware, or 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 products update automatically without notice and you accept such updates.

1.5. <u>Open Source and Third Party Licenses</u>. Third Party Software may be used to provide the Services. Consult the terms of service or end-user license agreement for each application that you choose to install on the Product. Third Party Software that is open-source software may be covered by licenses other than those granted in this Agreement. You agree that any copies of Third Party Software shall contain the same copyright and proprietary notices that appear in the Software. See schedule 2 to this Agreement for more information about the open source software used in the Product.

2. Ownership

- 2.1. <u>Ownership Rights</u>. Excluding any and all intellectual property associated with the Product, you own the Hardware on which the Software is installed. The Software is being licensed to you, not sold. You do not own the Software and you acknowledge that Comodo retains any right, title, and interest in the Software, including any updates to the Software. Except where a third-party license or open-source license conflicts, Comodo retains all ownership rights and intellectual property rights in and to the Hardware and the Software. Comodo retains all ownership rights in its trademarks, logos, and certification marks.
- 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 and the licenses granted in this Agreement are solely for lawful purposes and use. You are responsible for ensuring that your use of the Services and the licenses 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 comply with all regulations, policies, and procedures of networks connected to the Product. You shall not use the Hardware or the Software to (1) interfere or disrupt networks connected to Comodo's services; (2) infringe the privacy or intellectual property rights of a third party; (3) distribute or transmit any file that contains malware; (4) attempt to gain unauthorized access to other computer systems; or (5) 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, transport, transfer, export, or re-export, either directly or indirectly, the Hardware or the Software to any country



or entity under United States or Turkish 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. Advanced Threat Protection Feature.

- 4.1. <u>Use</u>. You agree to submit files to Comodo only for the purpose of malware analysis. You agree that you shall have no right to any file after its submission and that all submissions shall be deemed NOT CONFIDENTIAL. Comodo may use submitted files and the results of its test in any manner it sees fit and you grant Comodo an irrevocable license to modify, use, display, perform, reproduce, transmit, and distribute any submitted files. You agree that all testing shall be conducted in Comodo's sole and absolute discretion. Comodo does not guarantee that a report will be generated for each file submitted. Comodo does not guarantee that a generated report will be accurate or that Comodo will detect all malware. Any generated report shall be solely owned by Comodo.
- 4.2. <u>Restrictions</u>. When using this feature, you agree not to
 - 4.2.1. engage in unlawful activity or to use the feature in an unlawful manner;
 - 4.2.2. use this feature in any manner that is likely to damage, disable, overburden or impair the Services (excluding the submission of malware to Comodo);
 - 4.2.3. use automated scripts to collect information from or otherwise interact with the Services;
 - 4.2.4. transmit content that would reasonably be considered harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
 - 4.2.5. impersonate any person or entity, or falsely state or otherwise misrepresent yourself;
 - 4.2.6. transmit any private information; or
 - 4.2.7. transmit content that would constitute or encourage criminal offense, violate the rights of any party, create liability for Comodo, or violate any local, state, national or international law.

5. Term and Termination.

- 5.1. <u>Term</u>. This Agreement is effective until terminated by you or by Comodo. You may only use the Software during the period for which you have paid the subscription fee or as indicated on any applicable purchase order.
- 5.2. <u>Termination by You</u>. You may terminate this Agreement at any time by disabling your account, stopping your use of the Services, or selling the Hardware.
- 5.3. <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.



- 5.4. <u>Events Upon Termination</u>. Upon termination of this Agreement, you must immediately cease using the Services and delete all copies of any related Services found on your computer and any backup copies made. Upon termination, Comodo may disable use of the Services without 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. No refunds shall be given for any reason.
- 5.5. <u>Disposal</u>. In relation to your use, transfer, and disposal of the Hardware, you are solely responsible for complying with any applicable governmental regulations governing the disposal of electronic equipment, including, but not limited to, the EU Directive on Waste Electrical and Electronic Equipment (2002/96/EC) ("WEEE") and the Restriction of Hazardous Substances Directive (2002/95/EC) ("RoHS").

6. Transfer.

- 6.1. <u>Transfer.</u> Subject to the restrictions in this Agreement, at the end of your subscription to the Software, you may transfer the Hardware to any one person on a permanent basis provided that prior to the transfer: (1) you notify Comodo of your intent to transfer the Hardware; (2) you receive the transferee's contact details and pass them to Comodo; (3) you pass a copy of this Agreement to the transferee; and (4) you do not pass along your account details or any personal information relating to your use of the Software.
- 6.2. <u>Export Controls</u>. In addition to complying with the terms in section 3.3 of this Agreement, when transferring the Hardware under section 6.1 of this Agreement, you agree that (1) you will transfer the Hardware in accordance with any applicable export control laws; (2) you are solely responsible for fulfilling any applicable government requirements in connection with your transfer of the Hardware; and (3) you will not transfer any rights in the Hardware to any destination subject to US or Turkish restrictive sanctions or trade embargoes without the proper authorization.

7. Indemnification.

- 7.1. <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, your infringement on the rights of a third party, or your violation of any applicable law.
- 7.2. Indemnification Procedure. 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.
- 7.3. <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.

8. Limited Warranty.

8.1. <u>Limited Warranty</u>. Comodo provides a limited warranty with the Hardware in Schedule 1 of this Agreement (the "Limited Warranty"). The Limited Warranty is subject to the limitations



and exclusions in section 9 (Disclaimers and Limitation of Liability) of this Agreement. Comodo may amend, change, or withdraw the Limited Warranty, with such updated Limited Warranty effective upon posting. All Hardware that is replaced or refunded by Comodo shall become property of Comodo upon the replacement or refund.

9. Disclaimers and Limitation of Liability.

- 9.1. <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.
- 9.2. <u>Collected Files.</u> The 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.
- 9.3. Disclaimer of other Warranties and Restrictions; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES. THE SERVICES ARE PROVIDED "AS-IS". 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 OPERATIONAL STATE, OR 4) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 9.4. <u>Damage Limitation</u>. 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, LOST REVENUE, USE, OR LOST 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.
- 9.5. <u>Data Transfer</u>. 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 THE RECIPIENT IN ITS ORIGINAL STATE AND IS NOT NECESSARILY ENCRYPTED. COMODO EXPRESSLY DISCLAIMS ANY ENCRYPTION OF COMMUNICATIONS AND DATA DURING TRANSFER.



- 9.6. <u>Exceptions</u>. 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.
- 9.7. <u>Limitations on Remedy</u>. 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 accrued.
- **10. Support.** If Comodo support is included with your Product and you request support from Comodo in your operation or use of the Product, the following provisions apply unless explicitly replaced by an applicable SLA:
 - 10.1. You authorize Comodo to access your computer and delete the files that Comodo deems unnecessary to your computers' operation of this program.
 - 10.2. You grant Comodo express permission to alter the registry of any computer receiving the Product and to install, configure, and use additional software on your computers as Comodo sees fit for use of this Product.
 - 10.3. You shall assist Comodo as reasonably requested by Comodo in diagnosing the computer and providing the Product.
 - 10.4. The Comodo support representative has sole discretion over any instructions and steps taken in providing the Product.
 - 10.5. The Comodo support representative may need to download, run, or use software on your computer to assist in diagnosing and resolving computer problems. Such software may include toolbars, utilities, and other tools that allow Comodo to improve computer performance and solve technical problems (collectively, the "Diagnostic Software"). The use of all Diagnostic Software is subject to the license agreements associated with the Diagnostic Software. You shall accept and comply with all such license agreements.

11. Privacy.

- 11.1. <u>Privacy Policy</u>. Comodo shall follow the privacy policy posted on its website at <u>http://www.comodo.com/repository/privacy_agreement.html</u> 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.
- 11.2. <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.
- 11.3. <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 <u>optout@comodo.com</u>. By using the Services, you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

12. Miscellaneous

12.1. <u>Notices</u>. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to Comodo Yazilim A.S., Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey, and a copy to Comodo Security Solutions, Inc. 1255 Broad Street, Clifton, NJ 07013, USA. All notices to you shall be made by posting the notice on the Comodo website.



- 12.2. <u>Entire Agreement</u>. This Agreement, along with any attached schedules and any documents referred to herein, is the entire agreement between you and Comodo with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter.
- 12.3. <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 the Services after an amendment constitutes your acceptance of the change.
- 12.4. <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.
- 12.5. <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.
- 12.6. <u>Governing Law</u>. The laws of the Republic of Turkey 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.
- 12.7. <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.
- 12.8. <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 this Agreement remains valid and enforceable.
- 12.9. <u>Survival</u>. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 12.10. <u>Rights of Third Parties</u>. There are no third party beneficiaries under this Agreement.
- 13. Arbitration. 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 Comodo and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Comodo should be addressed to Comodo Yazilim A.S. Turkey Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey, and a copy sent to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, NJ 07013, USA.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: The laws of the Republic of Turkey 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. Any controversy or claim arising out of or



relating to this contract, or the breach thereof, shall be settled by arbitration administered by the International Chamber of Commerce in accordance with its Arbitration Rules, with the venue in Ankara, Turkey or Clifton, 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.

14. Agreement Construction

- 14.1. <u>Definitions</u>. The following words and expressions shall have the following meanings:
 - 14.1.1. "End-User" means any person or entity who uses the Product and subscribes to the Services. An End-User is either an Original End-User or a Subsequent End-User.
 - 14.1.2. "Original End-User" means an End-User who purchased or received an unused Product from Comodo, a Comodo authorized seller, or a Comodo authorized distributor.
 - 14.1.3. "Subsequent End-User" means an End-User who is not an Original End-User.
 - 14.1.4. "Product" means both the Hardware and the Software.
 - 14.1.5. "Hardware" means the appliance and any related physical components included within the appliance's packaging, such as cords and wires, but excluding any documentation.
 - 14.1.6. "Software" means firmware and software initially installed on the Hardware, plus any Comodo applications, updates, and enhancements to either the firmware or software, but excludes Third Party Software.
 - 14.1.7. "Services" is comprised of the Software, services provided by Comodo through the Software that you subscribe to, and services provided by Comodo under a service level agreement (SLA).
 - 14.1.8. "Third Party Software" means software or technology that is not proprietary to Comodo and is licensed to Comodo by third parties.
 - 14.1.9. "Documentation" means any documentation provided to you by Comodo, in either electronic or printed form, that accompanies the Product.
- 14.2. <u>Singularity; Plurality</u>. In this Agreement, words in the singular include the plural meaning and words in the plural include the singular meaning, unless the context clearly indicates to the contrary.
- 14.3. <u>Headings</u>. Section headings are for reference and convenience only and are not part of the interpretation of the Agreement.
- 14.4. <u>Legislative Amendments</u>. Any reference to any law, statute, regulation, rule, directive, code, or treaty shall be interpreted to include any change, amendment, clarification, re-enactment, annulment, abrogation and revocation.

ACCEPTANCE

BY USING THE PRODUCT, BY DOWNLOADING, INSTALLING, OR USING 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 AND WILL BE BOUND BY ITS TERMS AND CONDITIONS.



SCHEDULE 1: COMODO KORUGAN UTM LIMITED WARRANTY ("LIMITED WARRANTY")

<u>Scope</u>. Comodo warrants, for a period of one (1) year from your purchase of the Product, that the Hardware will be free from defects in materials and workmanship under a normal use that substantially conforms to the use provided for in the Documentation. Normal wear and tear is not covered by this Limited Warranty. This Limited Warranty lasts for one (1) year following the purchase of the Product by you, provided the Product is unused at the time of such purchase. This Limited Warranty cannot be combined with any other Comodo warranty or guarantee. For all claims made under this Limited Warranty, you shall pay the shipping costs and bear the risk of loss when shipping the Product to Comodo and Comodo shall pay the shipping costs and bear the risk of loss when shipping the Product (or the Replacement Product if applicable) to you.

In order for your Product to be covered by this Limited Warranty, the following conditions must be met:

- Within one (1) year of your purchase of the Product, you must register the Product by sending an email to <u>koruganwarranty@comodo.com</u> with your name, your company name, your company's contact information, and the Product ID #;
- 2. you must be the Original End-User; and
- 3. the Product must not be a beta version, test version, evaluation version, or donation.

Comodo's sole obligation shall be to repair or replace the defective Hardware. Repair or replacement will be done by Comodo or by a Comodo-authorized representative. If Comodo determines, in its sole discretion, that Comodo can repair the Hardware, the Software, or any aspect of either the Hardware or Software, Comodo will repair the Hardware or Software, or if Comodo determines, in its sole discretion, that it is not practical to repair the Hardware or Software, the Product may be replaced with either a new or used product ("Replacement Product"). If the Replacement Product is used, the Replacement Product will be an equivalent or superior model and will be of similar or better quality. The warranty period for the Replacement Product shall be the greater of (a) the remaining warranty period for the Replacement Product, and (b) sixty days from the delivery of the Replacement Product to you.

<u>Warranty Procedure</u>. In order to make a claim under this Limited Warranty, you must contact Comodo directly by sending an email to <u>koruganwarranty@comodo.com</u>. All warranty claims must be submitted to Comodo within one (1) year of your purchase of the Product. Comodo, or a Comodo-authorized representative, will contact you with instructions.

<u>Non-Transferable</u>. This Limited Warranty is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Hardware or the Software from the Original End-User.

<u>Void</u>. This Limited Warranty is null and void if either the Hardware or the Software has been misused, abused, improperly maintained, or, without authorization by Comodo, repaired or modified. Also, this Limited Warranty is null and void if the Product is used in a way or for a purpose that is not in accordance with the user manual.



SCHEDULE 2: OPEN-SOURCE SOFTWARE

Copies of the licenses covering open-source software can be found at the following destinations:

- GNU General Public License version 3 (29 June 2007) ("GPLv3"), which can be found at http://www.gnu.org/licenses/gpl-3.0.en.html,
- GNU General Public License version 2 (June 1991) ("GPLv2"), which can be found at https://www.gnu.org/licenses/gpl-2.0.html,
- Apache License, Version 2.0 (Jan. 2004) ("Apachev2"), which can be found at https://www.apache.org/licenses/LICENSE-2.0.html,
- IBM Public License Version 1.0 ("IPLv1"), which can be found at http://opensource.org/licenses/IPL-1.0.

The following third party or open-source software is included and is provided under other licenses.

Component	License
c-icap	GPLv2
squid	GPLv2
centOS	GPLv2
spamassassin	Apachev2
Endian Firewall	GPLv2
OpenVPN	GPLv2
snort	GPLv2
MySQL	GPLv2
Postfix	IPLv1
Apache Webserver	Apachev2
geoIP	GPLv2
p3scan	GPLv2
frox	GPLv2
strongswan	GPLv2
ntop	GPLv2
OpenAppID	GPLv2
conntrackd	GPLv2
rsync	GPLv3
Netsnmp	BSD-like/3-clause BSD
Pyhton-pika	3-clause BSD
RabbitMQ	Apachev2
Django	3-clause BSD
Ucarp	BSD

The following section applies to components licensed under GPLv2 and GPLv3:

Comodo's products include components that are licensed or sublicensed under GPLv2 and GPLv3. GPLv2 and GPLv3 permit the user to use, copy, modify, or redistribute modules. A copy of the GPLv2 and GPLv3 can be found in this Schedule 2. All open-source software components are licensed free of charge. Comodo does not provide a warranty for these components. For 3 years following your purchase of the Product, Comodo will provide, for a charge reflecting Comodo's distribution costs, the complete machine-readable copy of the modified software modules that are covered by GPLv2 or GPLv3. 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 koruganwarranty@comodo.com. Please include your name, address, telephone number, email address, the product you purchased, and the specific software components. You may copy and distribute verbatim copies of this source code as you receive it,



in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty, keep intact all the notices that refer to GPLv2 and GPLv3 and to the absence of any warranty, and give any other recipients of the program a copy of the respective license along with the program.

The following applies to **netsnmp**:

Copyright 1989, 1991, 1992 by Carnegie Mellon University

Derivative Work - 1996, 1998-2000 Copyright 1996, 1998-2000 The Regents of the University of California

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