End User License Agreement
Code Signing Service (CSS) & Subscriber Hosted Application

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

IMPORTANT – THIS EULA GOVERNS USE OF CSS AND THE HOSTED APPLICATION, INCLUDING ANY ACCOMPANYING DOCUMENTATION AND FILES (THE "SERVICE"). PLEASE READ THIS EULA CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING THE SERVICE. BY USING THE SERVICE OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, THAT YOU UNDERSTAND THIS EULA, THAT YOU ARE AUTHORIZED TO ACCEPT THIS EULA ON BEHALF OF SUBSCRIBER, AND THAT SUBSCRIBER WILL BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, OR IF YOU DO NOT HAVE THE AUTHORITY TO ACCEPT THIS EULA ON BEHALF OF SUBSCRIBER, DO NOT CLICK "I ACCEPT" OR USE THE SERVICE.

This End User License Agreement (this "EULA") constitutes the final binding agreement between a validly formed legal entity ("Subscriber") that has entered into a legally enforceable CCM Enterprise Certificate Agreement with Comodo and has an active CCM account, and Comodo CA Ltd. ("Comodo") which has its principal place of business at 3rd Floor, 26 Office Village, Exchange Quay, Trafford Road, Salford Manchester, M5 3EQ, United Kingdom.

1.   General.
1.1.   <u>License</u>. Subject to the terms herein and contingent upon Subscriber's acceptance of a presently valid CCM Enterprise Certificate Agreement, Comodo grants Subscriber a revocable, non-exclusive, non-transferable license to use the Service in connection with CCM for its business purposes to store Private Keys for Code Signing Certificates issued by Comodo and to sign Code owned by Subscriber for the term of this EULA.

1.2.   <u>Hosting</u>. CSS shall be hosted by Comodo on Comodo's systems, and accessible by Subscriber via the internet. The Hosted Application shall be hosted by Subscriber on Subscriber's systems. Subscriber is solely responsible for the security of the system hosting the Hosted Application and is solely responsible for any compromise relating to the Private Keys. The system used for the Hosted Application must not be used for web browsing, and must run a regularly updated antivirus solution to scan for possible virus infections. Where multi-factor authentication is offered as part of the Hosted Application, Subscriber must securely store all tokens.

1.3.   <u>Restrictions</u>. Subscriber shall not
(i)   use the Service or a Certificate to sign Suspect Code;
(ii)   use the Service or a Certificate to sign Code owned by a third party;
(iii)   use the Service to store a Private Key or a Certificate not issued by Comodo;
(iv)   resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Service; and
(v)   attempt to gain access to the Private Key corresponding to an issued Code Signing Certificate.

1.4.   <u>Open Source Software</u>. The Hosted Application contains OSS, which is licensed to Subscriber by third parties under different licenses than this EULA. The licenses and notices for OSS contained in the Hosted Application can be found in Schedule 1 to this EULA. To the extent the license for an OSS component grants Subscriber rights to use, copy, or modify the component that are broader than the rights granted in this EULA, such rights shall take precedence over the rights and restrictions granted in this EULA solely for that OSS component.

2.   Access.
2.1.   <u>MRAO</u>. The MRAO may send Code to the Service, approve requests for the signing of Code, receive signed Code from the Service, and request revocation of Code Signing Certificates. In addition, the MRAO may allow Subscriber's employees (i.e. developers) to

send Code to the Service and receive Code from the Service. Subscriber shall be responsible for all Code sent to the Service through Subscriber's CCM account.

3.   Subscriber Representations and Responsibilities.

  3.1.   Representations. Subscriber represents and warrants:

   (i)   to use a Code Signing Certificate, and the associated Private Key, only for authorized and legal purposes, including not using the Code Signing Certificate to sign Suspect Code and to use the Code Signing Certificate and Private Key solely in compliance with all applicable laws and solely in accordance with this EULA;

   (ii)   to promptly cease using the Private Key corresponding to the Public Key listed in a Code Signing Certificate upon expiration or revocation of the Code Signing Certificate;

   (iii)   to promptly cease using a Code Signing Certificate (and its associated Private Key) and promptly request Comodo revoke the Code Signing Certificate if (a) any information in the Code Signing Certificate is, or becomes, incorrect or inaccurate, (b) there is any actual or suspected misuse or compromise of the Private Key associated with a Code Signing Certificate, or (c) there is evidence that the Code Signing Certificate was used to sign Suspect Code;

   (iv)   to not apply for a Code Signing Certificate if the Public Key in the Code Signing Certificate is, or will be, used with a non-Code Signing Certificate;

   (v)   to not use a Code Signing Certificate until after Subscriber has reviewed and verified the Code Signing Certificate's contents for accuracy;

   (vi)   to provide adequate security and controls for its networks, systems, infrastructure, and applications to protect against unauthorized access to the Service and misuse of a Private Key;

   (vii)   where Subscriber uses the Hosted Application, to use one of the following options to protect Private Keys for Code Signing Certificates issued to Subscriber:

      (a)   a trusted platform module (TPM) that generates and secures a key pair and that can document Subscriber's Private Key protection measures through a TPM key attestation, or

      (b)   a hardware crypto module with a unit design form factor certified as conforming to at least FIPS 140 Level 2, Common Criteria EAL 4+, or equivalent, or

      (c)   another type of hardware storage token with a unit design form factor of SD Card or USB token (not necessarily certified as conformant with FIPS 140 Level 2 or Common Criteria EAL 4+). Where Subscriber uses an option in this section 3.1(i)(c), Subscriber represents and warrants that it will keep the token physically separate from the Hosted Application until a signing session begins.

   (viii)   where Subscriber uses the Hosted Application, to generate and operate any device storing a Private Key in a secure manner;

   (ix)   to maintain sole control of, keep confidential, and properly protect, at all times in accordance with sections 1.2 and 3.1(vii) of this EULA, the Private Key that corresponds to the Public Key to be included in a Code Signing Certificate and any associated activation data or device (such as passwords and tokens); and

   (x)   to provide adequate security and controls for its networks, systems, infrastructure, and applications to protect against unauthorized access to the Hosted Application and misuse of a Private Key.

  3.2.   Export. Subscriber represents and warrants that Subscriber is not located in and will not modify, export or re-export, either directly or indirectly, the Service or a Private Key to any country or entity under U.S. or U.K. 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 SUBSCRIBER'S VIOLATION

OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

3.3. <u>Lawful Use</u>. The Service is solely for lawful purposes and use. Subscriber is responsible for ensuring that all use of the Service is in accordance with this EULA. Subscriber is solely responsible for ensuring that Subscriber's use of the Service complies with all applicable laws, statutes, ordinances, regulations, rules and other government authority.

4. Ownership.

4.1. <u>No Ownership Rights</u>. The Service is being licensed, not sold. This EULA does not grant any ownership rights to Subscriber and gives Subscriber only a license to use the Service during the term of this EULA.

4.2. <u>Intellectual Property</u>. Comodo retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in: (i) the Service; (ii) all copies or derivative works of the Service, regardless of who produced, requested, or suggested the copy or derivative work; (iii) all documentation and marketing materials provided by Comodo to Subscriber; and (iv) all of Comodo's copyrights, patent rights, trade secret rights and other proprietary rights. The parties shall protect each other's intellectual property, good will, and reputation when accessing or using the other party's services or products. Subscriber may not create derivative works of the Service without the prior written consent of Comodo. Comodo may terminate this EULA or restrict access to the Service or Certificates if Comodo reasonably believes that the Service or Certificates are being used to post or make accessible any material that infringes a third party's rights. Subscriber shall not register a Comodo trademark or any confusingly similar marks. Except with the express written permission of Comodo, Subscriber shall not use any Comodo trademark as part of Subscriber's trade names or as Subscriber's domain names. Subscriber shall not use, promote, sell, or otherwise make available the Service in a way that might diminish or damage Comodo's reputation, including using a Comodo trademark on a website that could be considered associated with crime, defamation, or copyright infringement.

5. Term and Termination.

5.1. <u>Term</u>. The term of this EULA shall begin on the date on which Subscriber clicks the "I Accept" button and shall remain in effect until two (2) years after the termination of the CCM Enterprise Certificate Agreement executed between Comodo and Subscriber. At the end of this EULA, this EULA will terminate without renewal unless the parties agree otherwise in a new written agreement.

5.2. <u>Termination</u>. Without prejudice to any rights or remedies, a party may terminate this EULA: (i) if the other party materially breaches this EULA and fails to remedy the breach within ten days after receiving notice of the breach or the breach; (ii) immediately, if the other party violates the limitations on the licenses granted herein, its duty of confidentiality, its duty to adhere to industry standards, or any of the representations it made herein; (iii) immediately, if Subscriber signs Code owned by a third party; (iv) immediately, if Subscriber engages in illegal or fraudulent activity or an activity that could harm Comodo's business practices; (v) if the other party (a) has a receiver, trustee, or liquidator appointed over substantially all of its assets, (b) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing, (c) files a voluntary petition of bankruptcy or reorganization, (d) assigns this EULA, or (e) undergoes a change of control where more than fifty percent ownership is transferred to a third party; or (vi) upon reasonable notice, if Comodo is no longer allowed to issue Certificates or if a change in industry standards, regulations, or law prevents further use or issuance of Code Signing Certificates.

5.3. <u>Events upon Termination</u>. Upon termination of this EULA, all rights and licenses in the Service granted herein to Subscriber terminate and revert to Comodo. In addition, Subscriber shall: (i) immediately cease using the Service and all Private Keys; (ii) immediately discontinue all representations or statements that could infer that a relationship exists between Comodo and Subscriber; (iii) immediately cease using Comodo's trademarks and make any transfers requested by Comodo to ensure that all rights in the trademarks remain with Comodo; (iv) within ten days, transfer any domain

names containing a Comodo trademark to Comodo and pay to Comodo any fees owed as of the date of termination; (v) within ten days, deliver to Comodo all sales manuals, price lists, literature and other materials relating to Comodo; (vi) uninstall the Hosted Application and all copies of the Hosted Application from its infrastructure, and (vii) continue to comply with the confidentiality requirements in this EULA.

6. **Disclaimers.**

   6.1. <u>Internet</u>. Subscriber acknowledges that the Service is subject to the operation and telecommunications infrastructures of the Internet and the operation of Subscriber's Internet connection services, all of which are beyond Comodo's control.

   6.2. <u>Warranty Disclaimer; Assumption of Risk</u>. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS EULA, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND ALL EXPRESS WARRANTIES IN THE SERVICE AND OPEN SOURCE SOFTWARE. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT 1) THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR MEET SUBSCRIBER'S EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE AGGREGATE LIABILITY OF COMODO AND ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS EULA, SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER TO COMODO UNDER THIS EULA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM. SUBSCRIBER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL 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 EULA have been breached or proven ineffective. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply to the maximum extent allowed by law. Nothing in this EULA excludes or limits the liability of either party for death or personal injury resulting from the negligence of that party or for any statements made fraudulently by either party.

   6.3. <u>Remedy</u>. Subscriber acknowledges that a breach of its obligations with respect to (i) the use of the Service or (ii) Confidential Information will result in irreparable harm to Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, Comodo may seek and obtain an injunctive order against a breach or threatened breach of this EULA by Subscriber. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from this EULA must be brought within one year from the date when the cause of action occurred.

7. **Indemnification.**

   7.1. Subscriber shall indemnify Comodo and its 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: (i) Subscriber's breach of this EULA; (ii) Subscriber's use of the Service to sign Suspect Code or Code owned by a third party; (iii) Subscriber's failure to disclose a material fact related to the issuance or use of a Certificate; or (iv) Subscriber's infringement on the rights of a third party. Subscriber shall reimburse each Indemnified Person for all Losses as they are incurred.

   7.2. Each Indemnified Person must notify the other party promptly 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. 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 EULA unless the settlement also includes an unconditional release of all Indemnified Persons from liability.

8. Arbitration.

8.1.   Any unresolved dispute arising under the terms of this EULA shall be decided by arbitration conducted through the services of the American Arbitration Association (hereinafter referred to as the "AAA"). To the extent permitted by law, before Subscriber may begin arbitration with respect to a dispute involving any aspect of this EULA, Subscriber 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)   Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this EULA. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

(ii)   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. Miscellaneous.

9.1.   Governing Law. This EULA and any disputes relating to the Service shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of New Jersey, if Subscriber is located in North America; or (b) the laws of England and Wales, if Subscriber is located outside of North America. The parties agree to the exclusive jurisdiction of (a) the courts of New Jersey if Subscriber is located in North America or (b) the courts of England and Wales if the Subscriber is located outside of North America.

9.2.   Severability. If a provision of this EULA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this EULA 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 in the performance of any obligation under this EULA shall be excused to the extent that such failure or delay is caused by occurrences beyond the party's reasonable control, including acts of god, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. 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 EULA, along with any schedules attached hereto, is the entire and exclusive agreement and understanding between the parties.   This EULA supersedes all prior agreements between the parties with respect to the Service. No representation, undertaking or promise made prior to this EULA shall be effective or valid except as may be expressly stated in this EULA.

9.5.   Waiver. 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 this EULA with respect to any subsequent or other default.

9.6.   Amendments. Comodo may amend this EULA and the services and related services offered under this EULA in its sole discretion without notice, including license fees, availability, equipment and services requirements, and limits or restrictions on the use of the Service. Comodo may impose additional restraints on the use of the Service at any

time. Any amendment made to this EULA shall be posted on the Comodo website and is effective immediately after posting the amendment. The website posting shall be Subscriber's sole notice of any such changes. Subscriber agrees to check the Comodo website periodically to obtain notice of any changes. Continued use of the Service after a change constitutes Subscriber's acceptance of the change. Section headings are for convenience only and are not part of the EULA itself.

9.7. <u>Assignment</u>. Subscriber may not assign or transfer, or purport to assign or transfer, any of Subscriber's rights, duties, or obligations under this EULA 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 EULA in its sole discretion.

9.8. <u>Notices</u>. All notices to Comodo must be in writing, in English, and sent by first class mail, return receipt requested, to ATTN: Legal Depart., Comodo CA Ltd., 3rd Floor, 26 Office Village, Exchange Quay, Trafford Road, Salford, Manchester, M5 3EQ, United Kingdom. All notices to Subscriber shall be made by posting the notice on the Comodo website or to the email listed in Subscriber's account.

9.9. <u>Survival</u>. This EULA shall be applicable for as long as Subscriber has the Hosted Application downloaded or installed. All provisions regarding confidentiality, proprietary rights, limitation of liability, indemnity, and non-disclosure shall survive this EULA.

10. Definitions

10.1. "**Baseline Requirements**" means guidelines for the issuance and management of publicly-trusted certificates and published by the CA/Browser Forum and made public through the www.cabforum.org website.

10.2. "**Certificate**" means a digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The digital signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the public key by the subject.

10.3. "**Code**" means a contiguous set of bits that has been or can be digitally signed with a Private Key that corresponds to a Code Signing Certificate.

10.4. "**Code Signing Certificate**" means a Certificate informing customers that they can trust the software download by verifying code integrity and company legitimacy.

10.5. "**Comodo Certificate Manager**" or "**CCM**" refers to Comodo's web-based ordering platform, the related API, and documentation that Subscriber will use to order and manage Certificates.

10.6. "**Code Signing Service**" or "**CSS**" means the CCM feature that allows Subscriber to upload Code, download code, store Private Keys, and sign Code using the Private Key corresponding to a Code Signing Certificate issued to Subscriber.

10.7. "**Hosted Application**" means an application hosted by Subscriber that stores signed Code and sends and receives Code Signing Certificate requests from CCM.

10.8. "**Master Registration Authority Officer**" or "**MRAO**" means an employee of Subscriber that is the highest level of administrator in the CCM ordering platform. An MRAO has access to all functional areas and may delegate management functions.

10.9. "**Open Source Software**" or "**OSS**" means software owned by third parties and licensed to Subscriber under licenses different from this EULA.

10.10. "**Private Key**" means the key of a key pair that is kept secret by the holder of the key pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

10.11. "**Public Key**" means the key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

10.12. "**Suspect Code**" means Code that contains malicious functionality or serious vulnerabilities, including spyware, malware and other code that installs without a user's consent and/or resists its own removal, and Code that can be exploited in ways not

intended by its designers to compromise the trustworthiness of the platforms on which it executes.

ACCEPTANCE

BY USING THE SERVICE OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, THAT YOU UNDERSTAND THIS EULA, THAT YOU ARE AUTHORIZED TO ACCEPT THIS EULA ON BEHALF OF SUBSCRIBER, AND THAT SUBSCRIBER WILL BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR DO NOT HAVE THE AUTHORITY TO ACCEPT THIS EULA ON BEHALF OF SUBSCRIBER, DO NOT CLICK "I ACCEPT" OR USE THE SERVICE.

Schedule 1
Open Source Software

A copy of the following licenses can be found at the following URLs:

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Common Development and Distribution License, version 1.0	http://opensource.org/licenses/CDDL-1.0
Eclipse Public License, version 1.0	https://www.eclipse.org/legal/epl-v10.html
GNU General Public License, version 2 ("GPLv2)	https://www.gnu.org/licenses/gpl-2.0.html
GNU General Public License, version 3 ("GPLv3")	http://www.gnu.org/licenses/gpl-3.0.en.html
GNU Lesser General Public License, version 2.1	http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html
GNU Lesser General Public License, version 3	https://www.gnu.org/licenses/lgpl.html
Mozilla Public License, version 2.0	https://www.mozilla.org/en-US/MPL/2.0/

The Hosted Application may include components that are licensed or sublicensed under the GPL. The following applies to components licensed under the GPLv2 and GPLv3 (collectively, the "GPL"):

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> This software contains unmodified binary redistributions for H2 database engine (http://www.h2database.com/), which is dual licensed and available under the MPL 2.0 (Mozilla Public License) or under the EPL 1.0 (Eclipse Public License). An original copy of the license agreement can be found at: http://www.h2database.com/html/license.html

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The following applies to **Json**:

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Trilead SSH-2 for Java includes code that was written by Dr. Christian Plattner during his PhD at ETH Zurich. The license states the following:

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