Comodo ePKI Certificate Manager Agreement

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

IMPORTANT—PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING YOUR COMODO EPKI CERTIFICATE MANAGER ACCOUNT OR THE CERTIFICATE MANAGER SOFTWARE. BY USING, APPLYING FOR, ACCESSING, OR PURCHASING A CERTIFICATE MANAGER ACCOUNT OR USING OR ACCESSING CERTIFICATE MANAGER OR BY ACCEPTING THIS AGREEMENT BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT AND THAT YOU UNDERSTAND IT, THAT YOU AGREE TO AND ACCEPT THE TERMS AS PESENTED HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR CREATE A CERTIFICATE MANAGER ACCOUNT OR USE OR ACCESS CERTIFICATE MANAGER AND CLICK "DECLINE" BELOW.

The terms and conditions set forth below (the "Agreement") constitute a binding agreement between you (the "Company" or "you") and Comodo CA Limited ("Comodo") with respect to your or your employee's creation and use of your Certificate Manager account and the related software. To receive the Services, you must agree to these terms and conditions. You agree that any failure to abide by these terms and conditions shall void any and all obligations of Comodo hereunder. .

PART I

INTRODUCTION

1. **Definitions and Interpretations**

    1.1.   In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

    "Business Day" means any calendar day that is Monday to Friday inclusive, excluding any days on which the banks in the United States are closed for business;

    "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. The certificate data items include, at least, the identity of the subject; the public key value; the identity of the certification authority that signs the certificate; and the certificate's serial number;

    "Certificate Lifecycle" means the time period during which a Certificate remains valid and may be used as set out herein;

    "Certificate Manager" or "ePKI Certificate Manager" means Comodo's enhanced web-based ePKI software used to order and manage Comodo Certificates. Certificate Manager shall be Company's primary method of issuing, managing, and revoking Certificates and may be used to set flexible Certificate expiration dates, perform Certificate reporting, and notify the Company regarding the status of any issued Certificates. EV Certificates may not be ordered through Certificate Manager;

"Certificate Practice Statement" means the document setting out the working practices that Comodo employs for the provisioning of Digital Certificates and which defines the underlying certificate processes and Repository operations, as may be amended from time to time;

"Company Data" means information about the Company required by Comodo to provide the Subscription Service, including, without limitation, the information set out in this Agreement which must be provided by the Company;

"Confidential Information" means all material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of a party that is not accessible or known to the general public. Confidential Information shall include, but not be limited to, (a) any and all information regarding or related to any software utilized by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, all personal identification numbers and passwords; and (b) any information which concerns technical details of the operation of any of the Comodo services and products offered hereunder.

"Domain Name" means a name registered with an Internet registration authority for use as part of the Company's URL;

"EV Certificate" or "Extended Validation Certificate" means a Certificate that is signed to the Comodo extended validation root certificate and that has been issued pursuant to the Guidelines. EV Certificates are explicitly excluded from this Agreement and Company shall may not order or manage any EV Certificates through Certificate Manager or any other Software;

"Expire" or "Expiration" means (i) in reference to this Agreement, the running out of the Term or a Renewal Term of this Agreement; and (ii) in reference to Certificates the running out of the validity period of such Certificates. For the avoidance of doubt, Termination of the Agreement does not constitute Expiration;

"Internet" means the global data communications network comprising interconnected networks using the TCP/IP standard;

"Issue Date" means the date of issue of a Certificate;

"License" means (i) with respect to the Subscription Services, the rights and privileges granted to Company pursuant to Section 2 herein for the purchase and use of Subscription Services, including the auto-enrollment URLs; and (ii) with respect to the Comodo Certificate Service, the rights and privileges granted to Company pursuant to Section 6 herein for the issuance and provisioning of Certificates to Company;

"Private Key" means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, and decrypt files or messages which have been encrypted with a Public Key;

"Public Key" means a publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures and encrypt files or messages;

"Registration Authority" means an agent designated by Comodo to validate customers in accordance with the Comodo Certificate Practice Statement and to issue Certificates to the

validated customers. As a Registration Authority, Company shall perform the validation process described in Schedule 3 on each entity to whom a Certificate will be issued;

"Repository" means the publicly available collection of databases for storing and retrieving information relating to Certificates and which may be accessed via the Comodo Website;

"Revoke" or "Revocation" means (i) in relation to a Certificate, the termination by the issuing certificate authority of the effectiveness and validity of a Certificate before the Expiration of the Certificate; and (ii) in relation to the Licenses granted in Sections 2 and 6 herein, the termination and revocation of all rights granted in each such License;

"Site" (also "Website") means a collection of interconnected HTML web pages, including a home page, under the control of one entity;

"Software" means any software provided by Comodo to enable Company to access or use the Subscription Service and includes the Certificate Manager software and auto-enrollment URLs;

"Subscriber Agreement" means an agreement between Comodo and Company in connection with the provisioning of a Certificate;

"Subscription Service" means the Certificate Manager and all services and products related to and necessary for the use of the Comodo Certificate Manager;

"Terminate" or "Termination" means the termination or cancellation by a party of this Agreement during the Term or a Renewal Term prior to Expiration of the Agreement;

"Third Party Data" means data, information or any other materials (in whatever form) not owned or generated by or on behalf of the Company; and

"URL" means a uniform resource locator setting out the address of a webpage or other file on the Internet.

PART II

SUBSCRIPTION SERVICES

2. **Subscription Services License**

2.1. *Certificate Manager License.* Subject to the terms and conditions contained in this Agreement, Comodo hereby appoints Company as a Registration Authority and grants Company a limited, revocable, non-exclusive, non-transferable license to use Certificate Manager and other Software to manage, revoke, and request Comodo branded Certificates for Company. All Certificates ordered through Certificate Manager will be validated by Company according to the validation procedures and process set forth in the Comodo CPS. Certificates may be ordered from the Certificate Manager only for domain names that are owned and operated by Company. EV Certificates may be not ordered from Certificate Manager.

2.2. *Hosting.* Certificate Manager shall be hosted at all times by Comodo on Comodo servers within Comodo's infrastructure. Company shall access and use the Certificate Manager over the Internet using a Comodo provided account protected by a log in name and password.

Access to the account along with the Company's log in name and password are considered Confidential Information and shall not be revealed to any unauthorized third party.

2.3.   *Access.* Company shall access Certificate Manager from Company's internal network protected by a firewall, anti-virus software and other appropriate network security measures. Company shall be solely responsible for any use of the Company's log in and password even if such usage was not expressly authorized by Company and shall pay for and be responsible for any Certificates issued under the account, authorized or unauthorized. Company shall promptly inform Comodo if it discovers any unauthorized use of its account or if it believes or has reason to believe that its log in name or password has been compromised.

2.4.   *Registration.* In order to use Certificate Manager, Company acknowledges and agrees to:

(i)   provide certain current, complete, and accurate information about Company (including, without limitation, bank account information) on the registration form that shall be provided by Comodo; and

(ii)   maintain and update such registration information and provide Comodo with any other information requested after registration so that such information remains current, complete and accurate.

3. **Company Data**

3.1.   *Display of Data.* The Company acknowledges that in order to provide the Subscription Services, Company Data may be embedded in issued Certificates. Company hereby consents to the disclosure to third parties of the embedded Company Data.

3.2.   *Data Use.* Company hereby grants to Comodo permission to examine, evaluate, process, and in some circumstances transmit the Company Data insofar as is reasonably necessary for Comodo to provide the Subscription Services.

3.3.   *Protection of Data.* Comodo shall, in performing its obligations under this Agreement, take reasonable technical and organizational measures against the unauthorized or unlawful processing of personal data and against actual loss or destruction of or damage to such data.

3.4.   *Limitations.* Company warrants, represents, and undertakes that all Company Data is, and any other documents or information provided by the Company are, and will remain accurate and will not include any information or material (or any part thereof) the accessing or use of which would be unlawful, contrary to public interest or otherwise reasonably likely to damage the business or reputation of Comodo in any way.

4. **Use of the Subscription Services**

4.1.   *Management.* Subject to the limitations found herein, Company may issue, order, renew, revoke, or buy additional Certificate licenses through the Certificate Manager for Company's own use. All Certificates ordered through the Certificate Manager shall be validated by Company prior to the Certificate's issuance in accordance with the Comodo CPS.

4.2.   *Auto-Enrollment.* Certificate Manager may be accessed by Company's employees using special auto-enrollment URLS which shall be provided to Company by Comodo. The auto-enrollment URLS may be used by Company to request a Certificate for use on a website owned by Company or to retrieve a Certificate after such Certificate has been approved,

validated, and issued. Auto-enrollment through the URLs can be disabled by the Company but shall initially be enabled. Certificates ordered through the auto-enrollment URLS must be approved by an administrator appointed by Company prior to the Certificate's issuance.

4.3. *Limited Use.* The Subscription Service is provided by Comodo for the Company's own use and Company hereby agrees not to resell or attempt to resell, or provide in any form, whether for consideration or not, the Subscription Services or any part thereof to any third party, except as provided herein, and shall not allow any third party to use the Subscription Services without the prior written consent of Comodo.

4.4. *Security.* Company shall take all reasonable measures to ensure the security and proper use of all personal identification numbers and passwords used in connection with the Subscription Services. The Company shall also immediately inform Comodo if there is any reason to believe that a personal identification number or password has or is likely to become known to someone not authorized to use it, or is being, or is likely to be used in an unauthorized manner, or if any of the Company Data provided by the Company using the on-line registration process or subsequently provided to Comodo ceases to remain valid or correct or otherwise changes.

PART III

COMODO CERTIFICATE MANAGER SERVICE

5. **Comodo Certificate Manager Service**

5.1. *Comodo Certificate Manager software*

(i) *Delivery.* Comodo shall provide Certificate Manager to Company by providing to Company the instructions and information necessary for Company to access and use their Certificate Manager account. Company shall access Comodo's site and use its Certificate Manager account only by connecting remotely over the Internet to Comodo's servers and shall not attempt to recreate, install, or develop the Certificate Manager software. Comodo shall provide to Company by email or through Certificate Manager the auto-enrollment URLs associated with the Company's account which Company may provide to its employees. Company may log on, sign up for, and download issued Certificates through the auto-enrollment URLs provided. Comodo shall provide an access code for each employee who is approved by Company to use the auto-enrollment URLs. Company shall ensure that each employee protects the access code provided as confidential information. Prior to the Certificate's issuance, all Certificates ordered through the auto-enrollment URL must be approved through Certificate Manager by an employee of Company that is registered in the Certificate Manager software as an administrator. Company may add, change, or remove administrators through Certificate Manager in its sole and absolute discretion without providing notice to Comodo. Company administrators must not approve any Certificate request made through an auto-enrollment URL if the administrator is unsure of Company's ownership and control over the domain to which the Certificate will be issued or if all validation procedures required by the Comodo CPS have not been completed by Company.

(ii) *Certificate Manager software Usage.* The Certificate Manager software may be used to issue Certificates, order new Certificates, download issued Certificates, revoke Certificates, add, remove, and modify administrators, lock auto-enrollment URLs, and

request that Comodo issue new Certificates for Company owned domain names. Downloaded Certificates will be distributed to Company in PKCS#12.

(iii) *Limitations.* Company acknowledges that the grant of rights herein shall not impair or restrict any rights previously granted by Comodo to any third party, or affect Comodo's right to grant any such rights in the future. All rights not expressly granted herein to Company in Certificate Manager and other Software are reserved to Comodo. Except in connection with the typical use and operation of Certificates through Internet browsers or as otherwise provided herein, Company is not granted any right to sublicense or distribute the Subscription Services to other persons or entities.

(iv) *Restrictions.* Company agrees not to copy, reproduce, reverse engineer, disassemble, decompile, customize, translate, or alter the Comodo Certificate Manger software or other Software (except as otherwise provided herein), attempt to unlock or by-pass any access prevention device in the Comodo Certificate Manger software or other Software or have anyone else do so. Company shall not alter, obscure, amend, or interfere with the user Agreements as presented through Certificate Manager. Company will have no right whatsoever to use, receive, review, or otherwise have access to the source code for any Software. Software shall be distributed by Comodo in object code form only. Company agrees to keep the Software secure.

(v) *Ownership.* Company acknowledges and accepts that all derivate works or modifications made or suggested by Company or Comodo shall not create or grant any right of ownership in the Software to Company. The Software shall be and shall always remain the property of Comodo regardless of the extent of any use, distribution, creation, or modification of the Comodo Software by Company. Company shall have the same rights and obligations as specified in this Agreement to any derivative works, modifications, or updates created under this Agreement or any subsequent Agreement.

5.2. *Certificates*

(i) *Certificate Practice Statement/Validation.* Comodo shall maintain a certificate practice statement ("CPS") establishing policies and procedures for enrollment into and issuance of Certificates, which shall be issued only in accordance with the CPS as may be amended from time to time by Comodo. The current version of the CPS is available through the Comodo repository located at www.comodo.com/repository. Certificate validation procedures for Company shall be performed by Company in accordance with the policies and procedures outlined in Comodo's CPS. The enrollment process for all Certificates shall be accomplished in such a manner as to be auditable by Comodo, and Comodo shall have the right to perform periodic audits on Issuing Agent's compliance with the CPS pursuant to Section 5.2(iii).

(ii) *Audit.* Comodo shall have the right to perform periodic audits of Company's issuance of Certificates through the Certificate Manager and Company's compliance with the Comodo CPS. Comodo shall conduct the audits in a manner that does not unreasonably interrupt the business of Company. Company shall retain sufficient documentation related to the issuance of Certificates to allow for auditing compliance with the CPS. If Company refuses to allow Comodo to conduct an onsite compliance audit, or if Company fails at any time to follow the procedures outlined in the CPS, Comodo may immediately revoke the License granted in Section 6 herein pursuant to Section 9.2.

(iii) *Subscriber Agreement.* Company agrees Company shall review and accept, either in hard copy or electronically, the appropriate Subscriber Agreement associated with the Certificate being ordered through the Certificate Management Software. The current version of each Subscriber Agreement is available on Comodo's Repository. The appropriate Subscriber Agreement must be accepted prior to the Certificate's issuance and use, and Company agrees that such acceptance is a condition to being issued or issuing a Certificate. Each Subscriber Agreement will be included in Certificate Manager and shall automatically be presented through the auto-enrollment URLs as part of the certificate ordering process. Comodo reserves the right to change, alter, modify, update or amend the Subscriber Agreement at any time and for any reason and may do so without providing notice to Company. Any such changes will be automatically incorporated into the Certificate Manager software and presented upon the ordering of any additional Certificates by Company. Any amendments made to a Subscriber Agreement shall be binding and immediately effective upon Comodo's posting the modified Subscriber Agreement to its website. In the event that a modification to a Subscriber Agreement materially affects Company's ability to use the Certificate or affects Company's business operations, Company may terminate this Agreement in accordance with Section 8.

5.3. *Support.* Comodo agrees to provide for Company standard (non-branded) customer and technical support for no extra charge. Customer and technical support shall include email support available from 4 am to 8 PM EST during Business Days.

6. **Comodo Certificate Licenses**

6.1. *Certificate Life Cycle.* The lifecycle of Certificates issued by Company shall not exceed the maximum lifecycle specified in the CPS for that certificate type. All Certificates shall automatically expire without notice at the end of their purchased lifecycle period. In Company's sole discretion, Certificate Manager may be configured by Company to provide notice of any expiring Certificates. Comodo shall not be responsible for any delay or loss of business resulting from an expired certificate.

6.2. *Limited Rights.* Company acknowledges that the grant of rights in this Agreement shall not impair or restrict any rights previously granted by Comodo to any third party, or affect Comodo's right to grant any such rights in the future. All rights not expressly granted to Company herein are reserved to Comodo.

6.3. *Restricted Countries.* Company shall not issue, offer, or order certificates for any employees located in, or nationals found on a US restricted persons or country list. Company shall not use the Certificates in any country or in any manner that violates the Specially Designated Nationals and Blocked Persons list as maintained by the US Department of Treasury.

PART IV

GENERAL PROVISIONS

7. **Payment Terms**

7.1. *Method of Payment.* On or before the Effective Date of this Agreement, Company will pay to Comodo $_____ as a deposit fee to establish an account for the purchase of Certificates ("Account").

7.2.   *Account Funds.* The Account funds shall be applied as a credit to Company, and all amounts due and owing to Comodo by Company for, but not limited to, Certificate issuance shall be deducted from the Account. Comodo shall bill Company monthly for the sale of certificates by Company. Each month, Comodo will first deduct all charges due and owing to Comodo from the Account, until the Account balance reaches $_____ ("Minimum Account Balance"). If the Account balance reaches the Minimum Account Balance, Company may not purchase additional certificates until additional funds are deposited into the Account to bring the balance back to at least the Minimum Account Balance. Company may deposit additional funds into the Account at any time. Unused Account funds shall roll over to the next Renewal Term. Unused Account funds are non-refundable and will not be refunded to Company upon termination or expiration of this Agreement.

7.3.   *Product Prices.* The prices to be charged to Company for all products and services issued or ordered through Certificate Manager by Company shall be based on the prices as shown in the Comodo Price List, which initially shall be as set forth in Schedule 1 attached hereto. Comodo may in its sole discretion, to establish, change, alter, or amend the Comodo Price List and other terms and conditions of a sale, provided that Comodo shall notify Company of any changes to the Comodo Price List a minimum of thirty (30) days prior to effective date of the change.

8. **Term and Termination**

8.1.   *Term.* This Agreement will become effective upon the Effective Date, and will remain in force for a period of three (3) years (the "Term"), unless otherwise terminated as provided herein. Upon Expiration of the Term or a Renewal Term (as defined herein) of this Agreement, the parties may, by mutual written agreement, renew this Agreement for additional one-year terms (a "Renewal Term"). NEITHER PARTY WILL BE LIABLE FOR DAMAGES OR COSTS OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS

8.2.   *Termination.* Without prejudice to any other rights or remedies at law, equity, or otherwise of the Party so terminating, either Party may terminate this Agreement:

(i)   if the other Party commits a material breach of this Agreement, other than for non-payment by Company of any amount due hereunder within thirty (30) days of invoice, and fails to remedy such material breach within ten (10) days after delivery of notice by the non-breaching Party of the occurrence or existence of such breach or such longer period as may be agreed to in writing by the non-breaching Party;

(ii)   immediately, if the other Party violates or breaches the limitations on the licenses granted herein, its duty of confidentiality, its duty to adhere to industry standards, or any of the representations made herein by the Party;

(iii)   immediately, if Company uses the Certificate Manager other than as allowed herein;

(iv)   immediately, if Company fails to abide by the requirements contained in Comodo's CPS;

(v)   upon twenty (20) days written notice by Company if Company's ability to use the Certificate Manager, its ability to use any issued Certificates, or its ability to issue Certificates is materially affected as a result of Comodo's amendment, modification, or change of the Comodo CPS or a Comodo Subscriber Agreement;

(vi) if the other Party applies for or consents to the appointment of a receiver, trustee, or liquidator for substantially all of its assets or such a receiver, trustee, or liquidator is appointed; or such Party has filed against it an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, or files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or seeks to take advantage of any other law relating to relief of debtors, or makes an assignment for the benefit of creditors;

(vii) immediately, if the other Party infringes the other Party's Intellectual Property Rights;

(viii) upon reasonable notice, in light of the circumstances, 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 Certificates or use of the Certificate Manager software, or

(ix) upon a non-payment by Company of any amount due hereunder within thirty (30) days of invoice after providing written notice of such default and such defaulting party fails to cure such default within three (3) days.

8.3. *Events Upon Termination.* Upon Termination or Expiration of this Agreement, the licenses granted to Company to use the Comodo Certificate Manager in Sections 2 and 6 and all other rights granted hereunder to Company shall terminate and revert to Comodo and the licenses granted herein will immediately be Revoked pursuant to Section 9 below. Company shall: (i) immediately cease using the Certificate Manager and any other Software provided by Comodo, (ii) immediately cease all use of Comodo trademarks; (iii) immediately pay to Comodo all amounts due and owing as of the date of Termination; (iv) continue to comply with the confidentiality requirements set forth in this Agreement; (v) deliver to Comodo within five (5) business days all sales manuals, price lists, literature and other materials relating to Comodo; and (vi) immediately discontinue all representations or statements from which it might be inferred that any relationship exists between Comodo and Company. Comodo affirms that the validity period of all Certificates purchase through the Certificate Manager will remain valid for the life of the properly issued Certificate. Any fees paid by Company upon termination of this Agreement with Comodo are nonrefundable, but Company will not incur any additional fees unless otherwise specified herein.

9. **Revocation**

9.1. *Certificate Manager License.* With respect to the Certificate Manager, Comodo may Revoke the Licenses granted herein immediately upon (i) Termination of this Agreement; (ii) Expiration of this Agreement; or (iii) a material breach of this Agreement. Company may Revoke Certificates issued using the Certificate Manager software pursuant to the terms and conditions of the Subscriber Agreement governing the use of the Certificate or as may be dictated in Comodo's CPS

9.2. *Issued Certificates.* Comodo may revoke a Certificate in the event that Comodo has reasonable grounds to believe that:

(i) Company requests revocation of one of its Certificate;

(ii) Company indicates that the original Certificate Request was not authorized and does not retroactively grant authorization;

(iii)   Comodo obtains reasonable evidence that the a Private Key (corresponding to the Public Key in the Digital Certificate) has been compromised, or that the Certificate has otherwise been misused, or that a personal identification number, Private Key or password has, or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way;

(iv)   Comodo receives notice or otherwise becomes aware that Company has violated the Comodo CPS in the issuance of the certificate.

(v)   Comodo receives notice or otherwise become aware that a Subscriber violates the Subscriber Agreement or its material obligations under the Comodo CPS;

(vi)   Company has used the Certificate Manager contrary to law, rule or regulation, or Comodo reasonably believes that the Company is using any certificates, directly or indirectly, to engage in illegal or fraudulent activity;

(vii)   Comodo receives notice or otherwise becomes aware that a court or arbitrator has revoked Company's right to use the domain name listed in the Certificate, or that Company has failed to renew its domain name;

(viii)   Comodo receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;

(ix)   a determination, in Comodo's sole discretion, that the Certificate was not issued in accordance with the terms and conditions of the guidelines and policies associated with the issued Certificate (including Comodo's CPS);

(x)   Comodo determines that any of the information appearing in the Certificate is not accurate;

(xi)   Comodo ceases operations for any reason and has not arranged for another certificate authority to provide revocation support for the Certificate;

(xii)   Comodo's right to issue Certificates expires or is revoked or terminated [unless Comodo makes arrangements to continue maintaining the CRL/OCSP Repository];

(xiii)   a Private Key for a Certificate has been compromised;

(xiv)   there has been, there is, or there is likely to be a violation of, loss of control over, or unauthorized disclosure of Confidential Information relating to the Subscription Service;

(xv)   Company has used the a product or service with third party software not authorized by Comodo for use with the product or service

(xvi)   Comodo receives notice or otherwise becomes aware that Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Comodo's jurisdiction of operation;

(xvii)   Either Company's or Comodo's obligations under this Agreement or the CPS are delayed or prevented by a natural disaster, computer or communications failure, or other cause beyond the person's reasonable control, and as a result another person's information is materially threatened or compromised;

(xviii)   the certificate was issued to persons or entities identified as publishers of malicious software or that impersonated other persons or entities;

(xix)   the certificate was issued as a result of fraud or negligence;

(xx)   such additional revocation events as Comodo publishes in its CPS; or

(xxi)   the certificate, if not revoked, will compromise the trust status of Comodo.

Comodo may, in its sole and absolute discretion, after revocation of a Certificate, reissue the certificate to Company or Terminate this Agreement in accordance with the provisions of Section 8 herein.

10. Intellectual Property Rights

10.1.   *Trademark License.* Company agrees not to use the Comodo name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with the prior written consent of Comodo. Company is hereby granted a license to use the Comodo trademark and brand in connection with the issuance of Certificates as allowed herein.

10.2.   *Restrictions.* Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software ("Comodo Intellectual Property Rights") are owned by Comodo or its licensors, and Company agrees to make no claim of interest in or ownership of any such Comodo Intellectual Property Rights. Company acknowledges that no title to the Comodo Intellectual Property Rights is transferred to Company, and that Company does not obtain any rights, express or implied, in Comodo's or its licensors' services, other than the rights expressly granted in this Agreement. To the extent that Company creates any derivative work (any work that is based upon one or more preexisting versions of a work provided to Company, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted), such derivative work shall be owned by Comodo and all right, title and interest in and to each such derivative work shall automatically vest in Comodo. Comodo shall have no obligation to grant Company any right in or to any such derivative work.

10.3.   *Goodwill.* All goodwill or reputation in Comodo's trademarks that arises as a result of Company using the Certificate Manager shall automatically vest in Comodo. During the term of this Agreement, Company shall not, in any jurisdiction, adopt, use, or register, or apply for registration of, any Comodo trademark, or any word or symbol, or any combination confusingly similar to any of the Comodo trademarks.

11. Obligations

11.1.   *Website.* Company is solely responsible for ensuring that the sites being issued a Certificate meet Company's standards for conduct and are responsible for verifying the development, maintenance, operation, and content of the site. This includes the technical operation of Company's sites and businesses and all related equipment; creating and hosting Company's sites and businesses, establishing links using the special code supplied by Comodo.

Company is responsible for ensuring that each of Company's websites does not breach or infringe upon the rights of any third party and for ensuring materials posted on Company's sites are not illegal or defamatory. Comodo disclaims ALL liability for these matters and Company agree to indemnify and hold Comodo and Comodo's affiliates harmless from all third party claims, damages and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance and content of Company's site.

11.2.   *Company Obligations:* The Company shall:

(i)   use or access the Subscription Services and Certificate Manager only in conjunction with the software that may be provided by Comodo from time to time or specified by Comodo to be appropriate for use in conjunction with the services;

(ii)   be responsible, at its own expense, for access to the Internet and all other communications networks (if any) required in order to use the Subscription Services and Certificate Manager and for the provision of all computer and telecommunications equipment and software required to use the Subscription Services except where expressly provided otherwise herein; and

(iii)   obtain and keep in force any authorization, permission or license necessary for the Company to use the Subscription Services except where Comodo expressly agrees to obtain the same under the terms of this Agreement;

(iv)   promptly disclose in writing to Comodo anything that constitutes a breach of, or is inconsistent with, any of the warranties and representations made by Company herein.

(v)   ensure that Certificates are issued only to Domain Names owned and operated by Company.

11.3.   *Restricted Material.* Company shall not use the Subscription Services, including Certificate Manager and any purchased Certificates, to transmit (either by sending by e-mail or uploading using any format of communications protocol), receive (either by soliciting an e-mail or downloading using any format of communications protocol), view or in any other way use any information which may be illegal, offensive, abusive, contrary to public morality, indecent, defamatory, obscene or menacing, or which is in breach of confidence, copyright or other intellectual property rights of any third party, cause distress, annoyance, denial of any service, disruption or inconvenience, or send or provide advertising or promotional material or other form of unsolicited bulk correspondence.

12. **Confidentiality**

12.1.   Neither party shall use any Confidential Information other than for the purpose of performing its obligations under this Agreement or as otherwise permitted pursuant to this Agreement. All uses of Confidential Information provided by Company, except as otherwise provided herein, are subject to the Comodo privacy policy.

12.2.   Each party shall ensure that any person to whom confidential Information is disclosed by it complies with the restrictions set out in this Section 12 as if such person were a party to this Agreement.

12.3.   Notwithstanding the previous provisions of this Section 12, either Party may disclose Confidential Information if and to the extent required by law, for the purpose of any judicial

proceedings or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law, and if and to the extent the information has come into the public domain through no fault of that party. Should a Party be required to disclose Confidential Information pursuant to this section, the Party shall promptly give notice of such requirement to the other Party prior to disclosing the Confidential Information, provided however, that in the case of a request by a regulatory or governmental body, such notice is not required.

12.4. The restrictions contained in this Section 12 shall continue to apply to each party for the duration of this Agreement and for the period of 5 years following the termination of this Agreement.

13. **Indemnification**.

13.1. Company shall indemnify and hold harmless Comodo and its officers, directors, employees, and agents from and against any and all claims, costs, damages, expenses, losses or other liabilities (including, without limitation, reasonable attorneys' fees) finally awarded against or finally settled with Comodo alleged by any other party arising out of (i) Company's or its employee's, contractor's, or agent's negligence or willful misconduct in the performance of its undertaking hereunder; (ii) Company's advertising, marketing or promotional activities; (iii) Company's failure to comply with the Comodo CPS in performing validation and issuing Certificates; (iv) Company's violation or breach of the terms of this Agreement; (v) Company's failure to use the Certificate Manager correctly; (vi) Company's failure to protect passwords and/or the access codes provided by Comodo (vii) Company's employee's, or its agent's use of or request for a certificate through the Certificate Manager, or (viii) any use of the automatic ordering URLs by Company; provided, however, that Comodo shall: (a) promptly provide Company notice of any such claim or any other action giving rise to the right of indemnification; (b) permit Company to control the defense and retain counsel, to represent Comodo, the costs and fees of which shall be borne by Company; and (c) provide reasonable cooperation to Company in the defense and/or settlement of any such claim or action. Company shall reimburse the out-of-pocket expenses of Comodo incurred in the defense of such claims, as such expenses shall be applicable.

14. **Exclusion of Warranties**

14.1. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. COMODO DOES NOT WARRANTY THAT THE SERVICES AND PRODUCTS BEING PROVIDED WILL MEET COMPANY'S REQUIREMENTS OR THAT THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

15. **Limitation of Liability**

15.1. COMODO'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT PAID FOR SUCH SERVICES BY COMPANY DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL COMODO, ITS LICENSORS, AND/OR CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE) BE LIABLE FOR ANY

INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, A PARTY'S LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

15.2.   COMPANY FURTHER AGREES THAT UNDER NO CIRCUMSTANCES WILL COMODO BE LIABLE TO COMPANY FOR ANY LOSS SUFFERED BY COMPANY, ITS AFFILIATES, OR ITS USERS DUE TO USE OF THE SUBSCRIPTION SERVICES, INCLUDING BUT NOT LIMITED TO THE ISSUANCE AND USE OF CERTIFICATES OR THE USE OF THE COMODO CERTIFICATE MANAGER SOFTWARE.

15.3.   COMPANY FURTHER AGREES THAT COMODO SHALL NOT BE LIABLE TO COMPANY FOR ANY LOSS, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY ANY PARTY DUE TO THE LOSS, THEFT, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED MANIPULATION, ALTERATION, OR LOSS OF USE.

15.4.   Neither party may bring any action, regardless of form, arising out of nor relating to this warranty more than one (1) year after the cause of action has accrued.

15.5.   Company's sole remedy for a defect in the Subscription Services shall be to have Comodo, through commercially reasonable efforts, correct or cure any reproducible defect in the Subscription Services by issuing corrected code, a restriction, or bypass. In the event that Comodo is unable or unwilling to correct or cure a deformity, defect, or error with the Subscription Services, Company's sole remedy shall be a refund of any amount paid for the non-conforming or defective part of the Subscription Services provided that Company has provided prompt notice to Comodo of any nonconformity or defect upon its discovery. If Company has made any changes whatsoever to any Software, has mis-used ,damaged, altered, or modified the Software in any manner, or fails to provide prompt notice of the defect to Comodo, then Comodo shall not be obligated to provide any correction, cure, or solution to Company.

16. Miscellaneous

16.1.   *Independent Contractor.* Comodo and Company expressly acknowledge and agree that they are acting as independent contractors and not employees or agents of the other. Comodo and Company are not, and shall not in any direct or indirect way hold themselves out as, or be considered to be, joint venturers, partners, principals, servants, employees, or fiduciaries of each other, and neither Comodo nor Company shall have the power to bind or obligate the other. In particular but without limiting the generality of the foregoing, there shall be no liability on the part of Comodo to any other person or entity for any liability or debts howsoever incurred by Company. Company shall be responsible for all its own expenses and employees.

16.2.   *Adherence to Standards.* The parties agree to comply with security and privacy standards that are comparable with the WebTrust CA standards. Comodo and Company agree to protect each other's intellectual property, good will, and reputation and to assume mutual fiduciary duties to protect each other's encryption products.

16.3.   *Force Majeure and Internet Frailties.* Any delays in or failure by either party hereto in the performance of any obligation hereunder shall be excused if and to the extent caused by

occurrences beyond such party's reasonable control, including but not limited to acts of God, storms, hurricane, earthquakes, riots, strikes, or other labor disturbances, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause or causes, whether similar or dissimilar to those herein specified, that cannot reasonably be foreseen or controlled by such party. Company acknowledges that the Internet consists of a series of networks that are subject to failures and errors in operation and transmission. In no event shall Comodo be liable for or as a result of any such failures, errors, access, modifications, diversions or disclosures.

16.4. *Impossibility*. In the event that further lawful performance of any part of this Agreement by either party shall be rendered impossible by or as a consequence of any law, or any act of any government or political subdivision thereof having jurisdiction over such party or directly or indirectly over a parent of such party, such party shall not be considered in default hereunder by reason of any failure to perform occasioned thereby.

16.5. *Severability.* In the event that any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will not be affected, impaired or invalidated. If the absence of the invalid, void or unenforceable provision(s) adversely affects the substantive rights of either of the parties, the parties agree to replace such provision(s) or parts thereof with new provision(s) that closely approximate the economic and proprietary results intended by the parties.

16.6. *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 the Agreement with respect to any subsequent or other default.

16.7. *Notices.* All notices shall be in writing and in English and may be made by first class mail, return receipt requested. Notices to Comodo shall be sent to: Comodo CA Limited, 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom. Notices to Company shall be sent to the address specified by Company during the sign up process.

16.8. *Entire Agreement.* This Agreement and applicable Schedules and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings and arrangements relating thereto. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement. Without prejudice to any liability for fraudulent misrepresentation, Comodo shall not be under any liability and Subscriber shall not have any remedy with respect to misrepresentations or untrue statements unless, and to the extent that, the claim is based on the breach of this Agreement.

16.9. *Modifications.* No amendment or modification of this Agreement or any of its terms or provisions shall be of any effect unless in writing and signed by a duly authorized officer of each party. Except as otherwise provided in this Agreement, Company agrees that during the term of this Agreement Comodo may:

(i)   revise or modify the CPS at any time; and/or

(ii)   change or modify all or part of the services provided under this Agreement at any time upon reasonable and adequate notice to Company.

Any such revision or change to the CPS will be binding and effective immediately after posting of the revised CPS in the Comodo Repository, or upon notification to Company by e-mail or United States mail of changes to the services. Any continued use of Certificate Manager after the posting of and modifications, amendments, or revisions on the Comodo Website shall constitute Company's acknowledgement and acceptance of the amended CPS and/or services and shall signal Company's agreement to be bound by and abide by the modifications, amendments, or revisions made.

16.10.   *Arbitration*

(i)   To the extent permitted by law, Company agrees that prior to initiating any form of dispute resolution it shall first provide sixty (60) days advanced notice to Comodo and any other party involved in the dispute of the dispute and Company's desire for dispute resolution along with notice of the reason for and purpose of the 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:

(ii)   Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the London Court of International Arbitrators, hereinafter referred to as the "LCIA."

(iii)   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 United Kingdom at a location mutually agreeable to by the parties.

(iv)   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.

(v)   All costs of the Arbitration and the LCIA 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.

16.11.   *Assignment.* Company may not assign or transfer, or purport to assign or transfer, any of its rights, duties, or obligations under this 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, without first obtaining Comodo's prior written consent, which shall not be unreasonably withheld. Comodo may assign or transfer this agreement in its sole discretion.

16.12.   *Governing Law and Venue.* This Agreement shall be interpreted and construed under the laws of the United Kingdom without regard to its conflicts of law principles.

16.13.   *Survival.* All provisions of this Agreement relating to confidentiality, non-disclosure, proprietary rights, indemnification and limitations of liability shall survive the termination of this Agreement

16.14. *Rights of Third Parties.* The parties agree that there shall be no third party beneficiaries under this Agreement.

16.15. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

16.16. *Headings.* The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Acceptance

BY CLICKING "I ACCEPT" BELOW, COMPANY AGREES THAT IT HAS READ AND UNDERSTAND THIS AGREEMENT AND THAT COMPANY WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF COMPANY DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SCHEDULE 1

Certificate Price List