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- b. if you are located in China, Beijing Comodo Software Development Co. Ltd., which has its principal place of business at 401 Tower B., Fenglan International Plaza, 32 Beidajie Xizhimen, Haidian District, Beijing, China.

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- 2.1. Comodo Security Software. Comodo Endpoint Security (CES) may be used for both commercial. CES includes the Comodo Firewall and Antivirus products. No technical or customer support is provided for CES separate from the Product as described. Installation of CES may include installation of additional Product. Use of these Products may be disabled until you pay for the Products.
- 2.2. Auto Sandbox Services.

Auto Sandbox is a service that isolates unknown programs. By default any unknown programs identified as potential malware are executed inside sandbox and then automatically sent to Comodo for malware analysis. If a program is found by Comodo to be malicious it is then added to the CES malware definitions list. If it found to be safe it is added to CES safe program list. The next time CES receives antivirus updates, CES scans all the programs running inside sandbox. If any program is found to be malicious, sandbox isolates the program and moves it to the quarantine list to protect your computer. Safe programs are removed from sandbox and are no longer executed inside sandbox. To disable Auto Sandbox and/ or automatic submission of programs to Comodo, go to "Sandbox Settings" and uncheck the appropriate boxes.
- 2.3. Browser Setting Modification

CES may allow users to set a particular search engine, such as Yahoo search engine, as the default setting in the internet browser search engine toolbars and makes <http://www.yahoo.com> as the browser home page. By checking the box during installation, you are consenting to this change. If after installation, you do not want Yahoo as the default, you may make changes under the options section of your internet browser.

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- 5.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems; and (6) not use the Product to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 5.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Product to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. **COMODO SHALL NOT BE LIABLE FOR YOUR**

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- 7.1. Indemnification. You shall indemnify (i) Comodo, (ii) Comodo's affiliates, and (iii) Comodo's and its affiliate's directors, officers, employees, and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on your breach of this agreement, information provided by you, or your infringement on the rights of a third party.
- 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. Additional Liability. 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. Disclaimers and Limitation of Liability.

- 8.1. Internet. You acknowledge that the Product 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.
- 8.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. 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 PRODUCT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 8.3. Damage Limitation. THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT. YOU WAIVE 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 agreement have been breached or proven ineffective.
- 8.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT 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 PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 8.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 8.6. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this agreement must be brought within one (1) year from the date when the cause of action occurred.

9. Privacy.

- 9.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at http://www.comodo.com/repository/privacy_agreement.html when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.
- 9.2. Disclosure. Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.
- 9.3. Opt Out. You may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to optout@comodo.com. By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.
- 9.4. File Submission. This product may automatically submit to Comodo any files or programs that are identified as potential malware, including information on the actions taken by such files. These files are submitted to Comodo using the Sandbox Settings automatic submission function. The collected files could contain personally identifiable information that has been obtained in the file that is identified as potential malware 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.

10. Miscellaneous

- 10.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.
- 10.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 10.3. Modifications. Comodo may amend or discontinue certain Product offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of the Product. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 10.4. Waiver. 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.
- 10.5. Force Majeure and Internet Frailties. 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, or other such transmission failure.
- 10.6. Arbitration and Governing Law. 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 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

The laws of the state of New Jersey govern the interpretation, construction and enforcement of this agreement and all proceedings arising out of it without regard to any conflicts of laws principles. Both parties agree to the exclusive venue and jurisdiction of state or U.S. federal courts located in New Jersey.

- 10.7. Assignment. 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.
- 10.8. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
 - 10.9. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
 - 10.10. Rights of Third Parties. There are no third party beneficiaries under the agreement.

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SCHEDULE A

Windows DDK Samples:

The Windows binary distribution includes devcon.exe, a Microsoft DDK sample which is redistributed under the terms of the DDK EULA.

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* =====

*

* This product includes cryptographic software written by Eric Young
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* Hudson (tjh@cryptsoft.com).

*

*/

Original SSLeay License

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*

* This package is an SSL implementation written

* by Eric Young (eay@cryptsoft.com).

* The implementation was written so as to conform with Netscapes SSL.

*

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