

**END USER LICENSE AND SUBSCRIBER AGREEMENT**  
**COMODO SECURITY SOFTWARE AND REMOTE PERSONAL COMPUTER SERVICE**

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING COMODO’S ANTIVIRUS, FIREWALL OR INTERNET SECURITY SOFTWARE AND REMOTE PERSONAL COMPUTER SUPPORT SERVICES (THE “PRODUCTS”) THE PRODUCTS MEANS ALL OF THE ELECTRONIC FILES PROVIDED EITHER BY DOWNLOAD OR ON PHYSICAL MEDIA (CD-ROM, DVD OR OTHER MEDIA THAT IS PROVIDED WITH THIS LICENSE AGREEMENT.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. BY DOWNLOADING, INSTALLING, OR USING THE PRODUCTS, OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT DOWNLOAD OR USE THE SOFTWARE, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

This end user license and subscriber agreement is between you (“you” or “Subscriber”), as either an individual or as a business entity, and either:

- a. if you are not located in China, Comodo Security Solutions, Inc., which has its principal place of business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013, or
- 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.

Both are referred to herein as “Comodo”.

In exchange for your use of the Products, you agree as follows:

**1. License**

- 1.1. Grant of License. Comodo grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, back-up, and use the Software and Services (collectively, the “Products”) on (1) one personal computer unless otherwise indicated under a valid license granted by Comodo for the term that you have paid for, including any documentation and files accompanying the Products. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo. This License grant shall expire at the end of the paid subscription period or at the end of the trial period.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Products are NOT modified in any manner;
  - (ii) the Products are only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Products,
  - (iv) you promptly pay all license fees when due, and
  - (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering Products, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Products if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.
- 1.4. Limited License. The licenses granted herein are only for the number of computers for which

- you paid for the Products. You can secure additional computers by obtaining a separate license for each computer, which might require an additional fee. You must have a license for each computer that accesses or use the Products prior to installing or using the Products.
- 1.5. Updates. Comodo is not obligated to provide updates to the Products. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. Some Products update automatically without notice.
  - 1.6. Trial, Free, Evaluation, and Beta. If this agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Products. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that you receive with this Product, then the term for the licenses granted herein shall be for the term that you purchased. The Limited Guarantee set forth in Section 3 herein, is not offered with any Trial, Free, Evaluation or Beta Product. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, Comodo shall not charge your credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Products without further notice. Participants in a free trial are not entitled to a 30 day refund period as described in section 8.4. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Products. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Specific Licenses - The Products may include the following specific licenses:**

- 2.1. Comodo Security Software. Comodo Internet Security (CIS) may be used royalty-free for both commercial and personal use. CIS includes the Comodo Firewall and Antivirus products. No technical or customer support is provided for CIS separate from the Products described in section 2.5. Installation of CIS may include installation of additional Products. Use of these Products may be disabled until you pay for the Products.
- 2.2. TrustConnect. The TrustConnect client software is not included herein as a Product and is a derivative work of OpenVPN and is licensed under both the terms of the OpenVPN license which is attached as Schedule A and [GPLv2](#). The terms of the OpenVPN license do NOT apply to the services provided in connection with the software. Instead, the terms of the service are governed solely by this agreement and the Privacy Agreement referenced herein. Technical support is not provided for TrustConnect.
- 2.3. Comodo Secure Browser. The Chromium software and sample code developed by Google is licensed under the BSD license. Other software included in this distribution is provided under other licenses, as listed in Schedule B. Source code for software included in this distribution is available from the Chromium website.

For third party implementations, we have provided guidelines on the proper usage of Google branding and attribution.

### **BSD License**

Copyright © 2008, The Chromium Authors  
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

- Neither the name of the Google Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

#### 2.4. DNS Services

- (i) With your permission, CIS will reconfigure your DNS settings to point to the Comodo name servers to accept, process, and resolve recursive DNS queries ("Recursive Traffic"). Comodo may re-direct or terminate Recursive Traffic that Comodo, in its sole discretion, determines or considers to be harmful or invalid. You must not disclose the NameServer addresses to any third party who has not accepted this Agreement.
- (ii) Upon termination of this agreement, you must change your DNS settings away from Comodo's NameServers. Comodo is not required to provide access to alternative services at termination.
- (iii) The DNS services contain links to websites operated by third parties ("Third Party Sites"). These links are for your convenience only. Comodo does not endorse, control, monitor, or verify the contents of the Third Party Sites and is not liable for the contents or for any loss, damage or injury sustained arising out of your access to the Third Party Sites.

#### 2.5. GeekBuddy or GeekBuddy Live Expert Services

- (i) Comodo's GeekBuddy or GeekBuddy Live Expert services (hereinafter "GEEKBUDDY") are Comodo's paid-for chat-based support services as described on the Comodo website. You are being provided with a license to Comodo's GeekBuddy services together with the Product only for the GeekBuddy service term that you have purchased or for the duration of the free trial you have selected. Comodo may discontinue offering and may terminate the free trial version at any time. Comodo may change the specific scope of GEEKBUDDY without notice.
- (ii) GEEKBUDDY is provided only after you contact the GEEKBUDDY support staff using software provided by Comodo. GEEKBUDDY is provided via Internet chat and remote desktop sharing, and access to the Internet is required to use GEEKBUDDY. You are responsible for providing and maintaining your Internet connection. A high speed Internet connection is highly recommended in order to avoid delays or problems with GEEKBUDDY. You are responsible for ensuring that use of GEEKBUDDY complies with all applicable computer and network policies. Prior to using GEEKBUDDY, you must have administrator rights to the computer, have a back-up of all data on the computer, and provide Comodo with correct and accurate information.
- (iii) You authorize Comodo to access your computers and delete the files that Comodo deems unnecessary to your computers' operation. You grant Comodo express permission to alter the registry of any computer using GEEKBUDDY and to install, configure, and use additional software on your computers as Comodo sees fit.
- (iv) You shall assist Comodo as reasonably requested by Comodo in diagnosing problems with computers using GEEKBUDDY. Your failure to cooperate with the Comodo representative constitutes a breach of this agreement. The Comodo representative has sole discretion over any instructions and steps taken in providing the GEEKBUDDY services.
- (v) The Comodo support representative may need to download, run, or use software on your computer to assist in diagnosing and resolving computer problems. Such software may include toolbars, utilities, and other tools that allow Comodo to improve computer performance and solve technical problems (collectively, the "Diagnostic Software"). Use of all Diagnostic Software is subject to the license agreements associated with the Diagnostic Software and you must accept and comply with all

such license agreements.

- (vi) The scope and extent of GEEKBUDDY is limited to the options selected by you when registering for GEEKBUDDY. Comodo performs the GEEKBUDDY services in any manner it sees fit. GEEKBUDDY does not cover restoration services, repair services, lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. Comodo does not guarantee against the loss of any file, information, or data. Unless your subscription to the services states otherwise, you are solely responsible for backing up and safely storing its data, information, and files. You shall (1) obtain and pay for all equipment and third-party services required to use and receive the GEEKBUDDY services and (2) be responsible for all content on both your computer and network.
- (vii) Comodo provides GEEKBUDDY using commercially reasonable efforts. Comodo does not represent that that commercially reasonable efforts will optimally configure a network or provide you with any significant energy savings

2.6. 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 CIS malware definitions list. If it found to be safe it is added to CIS safe program list. The next time CIS receives antivirus updates, CIS 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.

2.7. Browser Setting Modification

CIS allows users to set the 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.

2.8. Backup Service. Comodo shall provide you with an interface necessary to use the backup services to make archived copies of data contained on any computer where a valid license was installed.

- (i) When using the backup service and related services, Comodo will save an encrypted copy of each file you designate as requiring storage. The saved files will be transferred over the Internet to a server operated by Comodo or an affiliate or partner of Comodo. Comodo disclaims all liability for the backup service, including any resulting from lost or compromised data.
- (ii) Comodo will routinely scan your computer in order to determine if any file is new, modified, or deleted and to determine what actions need to be taken in order to complete a storage or restoration operations. These operations require Comodo to collect information related to your files, your computer configuration and specification, and your computer usage. You give Comodo permission to access, collect, and store this information. In addition, you give Comodo permission to transmit all files designated by you as requiring storage to a remote data center operated by Comodo or an affiliate or partner of Comodo ("Storage Servers"). Files will be transmitted in an encrypted format.
- (iii) Comodo will not use any files backed up unless 1) you give Comodo permission to do so as part of a request for troubleshooting or computer restoration services, or 2)

Comodo reasonably believes it needs to do so in order to comply with a law, subpoena, warrant, order, or regulation, including laws related to the use of data for illegal purposes or child pornography. The services are being provided from within the United States and other countries where litigants, law enforcement, courts, and other agencies of the government may have the right to access data stored within their jurisdictions upon terms and conditions provided by local law. As such, these entities may gain access to your data as provided under the local law of the jurisdiction.

- (iv) Files marked for storage shall only be added to the Storage Server at the next periodic scan of your computer. Only after a periodic scan will a file be available as part of the data on the Storage Server. Comodo does not maintain a copy of the data backed up to our servers and does not guarantee the information against loss or destruction. In the event that this Agreement is terminated, Comodo may in its sole discretion, without notice to you, and at any time following the date of termination delete or deny access to the backed up data and such data or files will not be available to you. Comodo and its affiliates may retain (but shall have no obligation to retain) your data for up to 90 days after your subscription to the backup service expires in order to allow you to renew your subscription, if desired.
- (v) Comodo does not maintain a copy of the data backed up to our servers and does not guarantee the information against loss or destruction. In the event that the licenses granted herein are revoked, lapse, or terminate, whether by you or by Comodo, Comodo may, in its sole and absolute discretion, without notice to you, delete or deny access to the backed up data and such data or files will not be available to you. You agree that Comodo and its affiliates may retain (but shall have no obligation to retain) your data for a period after your trial or license has been terminated, expired, or otherwise lapsed, as part of Comodo's marketing to you the opportunity to purchase, renew, or extend a license.

### 3. Limited Guarantee

- 3.1. Scope. Some versions of the Products that you may purchase include a limited guarantee that is valid for one year from the date of the Product's activation by the original purchaser unless you cancel or do not renew your Product subscription. The guarantee covers the repair of certain damage that could occur to a computer as a result of malware. Each license of the guarantee can cover up to one computer on the same home network, provided that each computer qualifies for guarantee coverage as explained herein. To qualify, a covered computer must have 1) the minimum requirements to install and run the Product, 2) the guarantee activated using the license key provided by Comodo, 3) the correct version of CIS installed on the computer, and 4) a full CIS system, computer, and memory scan run to verify that the computer is free from malware. The guarantee does not apply if a computer 1) is unable to access the Internet, 2) more than one year has lapsed since the date of the Product's activation by the original purchaser, 3) the computer has preexisting malware, 4) does not have CIS installed and operating in the correct functional state. After installing the CIS, you must, on each covered computer, a) keep CIS operating at all times in one of 1) Paranoid Mode, 2) Train with Safe Mode, or 3) Clean PC Mode; and b) have Automatic Sandboxing enabled and configured to sandbox all unknown files; and c) not disable or remove CIS. The guarantee excludes all damage caused by a hardware failure or caused by non-malware software. **THE LIMITED GUARANTEE IS ONLY AVAILABLE TO YOU IF YOU ARE A RESIDENT OF THE UNITED STATES AND HAVE PURCHASED A VERSION OF THE SOFTWARE THAT INCLUDES THE GUARANTEE. FREE, TRIAL, OR BETA VERSIONS OF THE SOFTWARE DO NOT INCLUDE THE GUARANTEE. THE LIMITED GUARANTEE CANNOT BE COMBINED WITH ANY OTHER COMODO WARRANTY OR GUARANTEE. THE GUARANTEE IS NON-TRANSFERRABLE, AND CAN ONLY BE USED BY THE ORIGINAL PURCHASER OF THE SOFTWARE. THE GUARANTEE IS ONLY**

VALID FOR CLAIMS MADE OVER THE INTERNET AS PER SECTION 3.3 AND ONLY WHERE INTERNET-BASED SUPPORT IS RENDERED.

3.2. Limits. The guarantee is limited to the lesser of

- (i) The actual cost of the computer;
- (ii) An aggregate total of \$500 for all claims paid under a single license key, and
- (iii) The actual cost of a Comodo specified and authorized third party provider to repair the computer to an operating condition (“Guarantee Limit”).

The guarantee is limited to the repair and restoration of the computer to a state prior to when the malware infected the computer. The guarantee does not cover claims for lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. Comodo does not guarantee against the loss of any file or information. The guarantee is void if you breached this agreement, failed to follow the procedures described in this Section 3, or failed to pay any fees applicable to your use of the Software.

3.3. Claims. If a computer qualifying under Section 3.1 becomes infected with malware you must take the following steps: 1) backup all data on the computer, 2) promptly contact Comodo over the Internet by email at: [cisguarantee@comodo.com](mailto:cisguarantee@comodo.com), and 3) allow a Comodo support representative to remotely connect to the infected computer and remove the malware. Comodo only provides remediation services over the Internet and you must be able to access the Internet to use the limited guarantee. Damage to a computer by anything other than malware is not covered by the limited guarantee. If a Comodo support representative cannot connect to the computer because of the malware, the limited guarantee does not apply. To qualify for a payment under the limited guarantee, you must allow Comodo access to each infected computer and must assist Comodo in any manner necessary to remove the malware and repair the computer. Failure to cooperate with a Comodo representative voids the guarantee. The instructions and steps necessary to fix the computer and provide the support are in the Comodo representative’s sole discretion.

3.4. Diagnostic Software. The support representative may download, run, or use software on your computer to remove the malware and restore the computer to its pre-infection operating condition. This software includes software that can control your computer remotely along with Diagnostic Software. You shall accept any license agreement required to use the Diagnostic Software. Use of the Diagnostic Software by the support representative does not require any additional payment by you.

3.5. Recording of Services. Comodo may monitor and record any remediation services provided. Comodo may release recorded information for any of 1) satisfying a law, regulation or government request, 2) operating the remediation services properly, or 3) protecting Comodo’s business reputation, software, or customers.

3.6. Payment. If Comodo is able to connect to your computer but is unable to restore a qualifying computer’s functionality and remove the malware, Comodo shall, subject to the Guarantee Limits and at sole discretion, pay for Comodo’s choice of 1) the cost of having a third party provider repair the computer or 2) for a replacement computer. If Comodo chooses to repair the computer, Comodo will provide instructions on where the computer may be delivered for repair. If the repair facility is greater than 20 miles from your physical location, Comodo shall pay the cost of mail delivery of the computer but you shall pay any applicable shipping insurance costs. You bear all risk of loss during shipping to or from the repair facility. If the repair facility is unable to restore the computer’s operating functionality before the end of the fifth business day after the repair facility’s receipt of the computer, Comodo shall pay you, subject to the Guarantee Limits, the fair market value of each qualifying irreparable computer.

**4. Personal Internet and Identity Coverage.** Comodo’s personal internet and identity coverage plan (“ID Protection”) is offered to customers who are residents of the United States and who register for the services and become a member of the ID Protection policy. Only one customer may register per license key. The terms of ID Protection are governed by the summary description at:

(<https://accounts.comodo.com/cfp/management/idtheft>).

## 5. Ownership

- 5.1. No Ownership Rights. The Products are being licensed, not sold. Comodo retains all ownership rights in and to all Products, including any intellectual property rights therein.
- 5.2. Copyright. The Products contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to you herein are expressly reserved by Comodo. You may not remove any copyright or other proprietary notice of Comodo from the Products.
- 5.3. Content. Content, including files, links, images, and text, made available or accessible through the Products is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Products, and Comodo is not responsible for any damage or loss caused by your use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 5.4. Submissions. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

## 6. Payment

- 6.1. Fees. Certain Products may be used without payment to Comodo. For other Products, you must pay the fee listed on Comodo's website prior to using or accessing the Products. Free and paid for Products are listed on [www.comodo.com](http://www.comodo.com). Comodo may modify fees for paid products in its sole discretion. Your failure to terminate this agreement after a fee change is posted to Comodo's website constitutes your acceptance of amended prices, which will apply upon your renewal of the Products.
- 6.2. Method of Payment. All fees must be paid in advance. Comodo may automatically charge the credit card provided for renewing subscriptions to the Products. However, you remain solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Comodo may, without notice, restrict or remove your access to the Products.
- 6.3. Rejected Charges. If any charges are rejected by your credit card issuer then Comodo may deactivate your account until payment is successfully received. Comodo may deactivate any account that has a disputed charge until Comodo, in its sole discretion, determines the dispute resolved.
- 6.4. Billing Issues. You shall provide Comodo notice of any billing problems or disputes within 60 days after the charge first appears on a statement you receive from your bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the 60 day period is your acceptance of the charges. Comodo is not obligated to provide a refund for any unused Products.

## 7. Restrictions

- 7.1. Lawful Use. The Products are solely for lawful purposes and use. You are responsible for ensuring that your use of the Products is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.

- 7.2. 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 Products to infringe the privacy or intellectual property rights of a third party; (4) not use the Products 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 Products 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.
- 7.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Products to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

## **8. Termination.**

- 8.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Products during the period for which you have paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.
- 8.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Products may be terminated by removing all copies of any related software and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 8.3. Termination by Comodo. Comodo may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Products. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems your use to be excessive, Comodo may, with email notice, terminate your account or adjust the price of the Products.
- 8.4. Refunds. After purchasing the Products, you may cancel your subscription at any time. Unless you have participated in a promotion under section 1.6, you may be entitled to a refund. If you cancel your subscription within the first 30 days after making payment and are eligible for a refund, Comodo shall refund to you the full amount paid by you. If you cancel after the first 30 days and your account is listed as an ESM or GeekBuddy business account, Comodo shall provide you with a pro-rata refund for each month left on your subscription less any discounts given for pre-payment of fees. To request a refund, you must email [refunds@comodo.com](mailto:refunds@comodo.com) within 30 days of the purchase date.
- 8.5. Events Upon Termination. Upon termination, you must immediately cease using the Products and delete all copies of any related software found on your computer and any backup copies made. Upon termination, Comodo may disable further use of the Products without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

## **9. Indemnification.**

- 9.1. 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.

- 9.2. 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.
- 9.3. 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.

## **10. Disclaimers and Limitation of Liability.**

- 10.1. Internet. You acknowledge that the Products 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.
- 10.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCTS. 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 PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 10.3. 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 PRODUCTS. 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.
- 10.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCTS 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 PRODUCTS AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 10.5. 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.
- 10.6. 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.

## 11. Privacy.

- 11.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at [http://www.comodo.com/repository/privacy\\_agreement.html](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.
- 11.2. 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.
- 11.3. Opt Out. You may opt-out of having information used for purposes not directly related to the Products by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.
- 11.4. 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.

## 12. Miscellaneous

- 12.1. 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.
- 12.2. 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.
- 12.3. Modifications. Comodo may amend or discontinue certain Products offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Products. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.

- 12.7. 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.
- 12.8. 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.
- 12.9. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 12.10. Rights of Third Parties. There are no third party beneficiaries under the agreement.

## **ACCEPTANCE**

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

**SCHEDULE A**  
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Markus F.X.J. Oberhumer

TAP-Win32 Driver license:

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Windows DDK Samples:

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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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\*/

Original SSLeay License

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| libjpeg                               | libjpeg license                              |
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| Mozilla interface to Java Plugin APIs | <a href="#">MPL 1.1/GPL 2.0/LGPL</a>         |
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