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**Comodo Command and Control Center**

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- 6.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply only to the maximum extent allowed by law.

## **7. Remedy**

- 7.1. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from this agreement must be brought within one (1) year from the date when the cause of action occurred.
- 7.2. Remedy. Your sole remedy for a defect in the Product is to have Comodo attempt to cure the defect. Comodo is not obligated to correct a defect if (i) the Product was misused, damaged, or modified, (ii) you did not promptly report the defect to Comodo, or (iii) you have breached any provision of this agreement.

## **8. Support.**

- 8.1 If Comodo support is included with the Product and you request support from Comodo in your operation or use of the Product, the following provisions apply:
  - a. You authorize Comodo to access your computer and delete the files that Comodo deems unnecessary to your computers' operation of this program.

- b. You grant Comodo express permission to alter the registry of any computer receiving the Product and to install, configure, and use additional software on your computers as Comodo sees fit for use of this Product.
- c. You shall assist Comodo as reasonably requested by Comodo in diagnosing the computer and providing the Product.
- d. The Comodo support representative has sole discretion over any instructions and steps taken in providing the Product.
- e. The Comodo support representative may need to download, run, or use software on your computer to assist in diagnosing and resolving computer problems. Such software may include toolbars, utilities, and other tools that allow Comodo to improve computer performance and solve technical problems (collectively, the Diagnostic Software™). The use of all Diagnostic Software is subject to the license agreements associated with the Diagnostic Software. You shall accept and comply with all such license agreements.

## 9. Privacy

- 9.1. **Privacy Policy.** Comodo shall follow the privacy policy posted at <http://www.comodo.com/repository/privacy-policy.php> when using collected personal information. Comodo may revise its privacy policy without notice by posting the amended privacy policy on the Comodo website. You shall periodically review the website to be aware of changes.
- 9.2. **Communication.** Comodo may send you communications regarding your account, the Product, or its other products. By accepting this agreement, you consent to receiving marketing material from Comodo and its affiliates. You may withdraw this consent later and opt-out of receiving communication not directly related to the Product by emailing [optout@comodo.com](mailto:optout@comodo.com).
- 9.3. **Data Collection.** Comodo may collect any information necessary to ensure your compliance with this agreement. Comodo may also collect non-personally identifiable information about your use of the Product, which Comodo may use without restriction. Comodo may monitor and record the Product, including any online sessions. These recordings are primarily for improving customer service, internal training, and internal market research. Comodo may disclose these recordings and any other information to satisfy any law, regulation or other governmental request, to operate the Product properly, or to protect ourselves and/or Comodo's customers.

Specific Product functions and Data Collection include:

- screen capture and recording (vnc remote desktop) of client's computer;
- obtaining system information from a client's computer, including hardware temperature and fan speed;
- retrieving a list of installed software, browser addons, and active tcp/udp connections from a client's computer;
- supporting bidirectional file transfer with a client's computer;
- directory/file browsing of client's computer, including running processes, services, drivers and startup applications; and
- recording of chat logs, intervention details logs and uploading these logs into Comodo cloud storage.

10. **Arbitration.** The laws of the Republic of Turkey govern the interpretation, construction, and enforcement of this Agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the International Chamber of Commerce in accordance with its Arbitration Rules, with the venue in Ankara,

Turkey, or Clifton, NJ, USA or Manchester, UK and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party may appear before the panel by telephone.

## 11. Miscellaneous

- 11.1. Independent Contractors. No party shall have any authority to act or bind the other party in any way, or to represent that it has such authority. The parties are acting as independent contractors and not as agents, partners, or employees of each other. Nether party has the power to bind or obligate the other, and each party is responsible for its own expenses and employees.
- 11.2. Notices. You shall send all notices to Comodo by first class mail, return receipt requested, in English writing to Comodo Yazilim A.S., Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey, and a copy sent to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, NJ 07013, United States. Comodo shall send all notices to the email address listed in your account.
- 11.3. Entire Agreement. With respect to the Product, this agreement is the entire understanding of the parties and supersedes all other agreements that may exist between the parties. The parties may execute one or more counterparts of the agreement, each of which will be deemed an original copy of the agreement. Section headings in this agreement are for reference and convenience only and are not part of the interpretation of the agreement.
- 11.4. Modifications. Comodo may modify this agreement by posting an updated copy of the agreement on its website. Comodo may also amend its website and pricing without notice. You may not modify this agreement unless the modification is signed by Comodo. Comodo may modify, supplement, or discontinue the Product, in whole or in part, without notice.
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- 11.6. Force Majeure and Internet Frailties. 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.
- 11.7. Governing Law. The laws of the Republic of Turkey govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles.
- 11.8. Assignment. You may not assign any of your rights or obligations under this agreement. Any transfer without Comodo's consent is void. Comodo may assign its rights and obligations without your consent.
- 11.9. Severability. Any provision determined invalid or unenforceable by rule of law 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.
- 11.10. Survival. All provisions of the agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

11.11. Rights of Third Parties. There are no third party beneficiaries under the agreement.

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Comodo Security Solutions, Inc.  
1255 Broad Street  
Clifton, NJ 07012  
United States

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Google Protocol Buffers - protobuf  
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Mark Adler madler@alumni.caltech.edu

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