

END USER LICENSE AGREEMENT
Comodo Endpoint Security Manager 3.2
Professional Edition

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- 3.1. Scope. If you purchased six or more computer seat (Endpoint Computer) licenses for the Software, you can become eligible for Comodo's limited warranty against damage caused by malware. The limited warranty is valid for the duration of the license. To qualify for the warranty, you must, on each Endpoint Computer up to the number specified in the license provided by Comodo, 1) install Comodo Endpoint Security (CES), 2) complete the warranty activation in Endpoint Security Manager, and 3) run a CES full computer scan to verify that the computer is free from malware. The warranty is not applicable to any Endpoint Computer that 1) is not managed by the Software, 2) has preexisting malware, or 3) fails to install CES and run a CES full computer scan. After installing the software and running the scan, you must, for each computer, a) store and maintain all log files, b) keep CES operating at all times in the following configuration: 1) Antivirus Enabled Mode and set with Realtime Scan enabled, 2) Defense+ HIPS enabled and configured to Safe Mode, 3) Firewall enabled and configured to Safe Mode, and 4) Behavior Blocker (Auto-Sandbox) enabled and configured to operate in Fully Virtualized mode, and c) not disable or remove CES. The warranty does not cover any problems related to hardware failures or non-malware software. THE LIMITED WARRANTY 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 WARRANTY. FREE, TRIAL, OR BETA VERSIONS OF THE SOFTWARE DO NOT INCLUDE THE LIMITED WARRANTY. THE LIMITED GUARANTEE CANNOT BE COMBINED WITH ANY OTHER COMODO WARRANTY OR GUARANTEE. THE LIMITED WARRANTY 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 warranty is limited to the lesser of 1) an aggregate total of \$5,000 US for all of the computers listed in the license provided by Comodo for the duration of the license regardless of the number of claims made under the limited warranty and 2) the actual cost of a Comodo authorized and specified third party to repair the computer to an operational condition ("Warranty Limit"). The warranty is limited to the repair and restoration of the

computer to a state prior to when the malware infected the computer. The warranty does not cover lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal and/ or business files. Comodo does not guarantee against the loss of any such file or information. The \$5,000 US aggregate total does not extend beyond the United States.

- 3.3. Claims. If a computer qualifying under Section 3.1 becomes infected with malware then you must take the following steps: 1) backup all data on the computer, 2) promptly contact Comodo over the internet by email at esmwarranty@comodo.com, and 3) allow a Comodo support representative to remotely connect to the infected computer and remove the malware. If a Comodo support representative cannot connect to your computer because of the operation of malware, the limited warranty does not apply. To provide the remediation services and to qualify for payment under the warranty, you must allow Comodo access to each infected computer and must assist Comodo in any manner necessary in order to remove the malware and repair the computer. Failure to cooperate with the Comodo representative shall be considered a breach of the warranty. All instructions and steps taken in providing the support services are subject to the Comodo representative's sole discretion.
- 3.4. Time Limit. Comodo shall restore each infected computer to an operating condition within 7 business days of your first submission of a claim under this warranty. This time frame is inapplicable and not binding on Comodo if you fail to respond to or are unavailable to the Comodo support representative at any time during this period. Your sole remedy for Comodo's failure to fix the computer within 7 business days hours is payment by Comodo of the warranty claim. This warranty is void if you are in breach of the agreement, fail to follow the procedures described herein, or failed to pay any fees applicable to your use of the Software.
- 3.5. 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 toolbars and other utilities (collectively "Diagnostic Software"). You shall accept any agreement required to use the Diagnostic Software. Use of the Diagnostic Software shall not require any payment from you.
- 3.6. Recording of Services. Comodo may monitor and record the remediation services. 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.
- 3.7. Payment. In the event that Comodo is unable to restore a qualifying computer's functionality and remove the malware, Comodo shall, subject to the Warranty Limits, pay for Comodo's choice of 1) the cost of having a third party repair the computer or 2) for a replacement computer. To have a third party repair a protected computer or receive payment from Comodo, you must deliver the infected computer to the computer repair facility specified by Comodo. The repair facility will repair the computer. 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 one week after its receipt of the computer, Comodo shall pay you the fair market value of each unrepairable computer, subject to the Warranty Limits.

4. Fees.

- 4.1. Fees. You may use the Software only after paying Comodo any applicable fees for the Software. Comodo may deactivate or disable the Software without notice if you fail to pay the applicable fees. All fees are non-refundable.
- 4.2. Method of Payment. You shall pay all fees using a credit card or as otherwise agreed upon by the parties. If Comodo is unable to bill the credit card provided or has not received

payment in accordance with the agreed upon payment terms, Comodo may make the Software inaccessible to you until payment is received.

- 4.3. Billing Issues. You shall notify Comodo of any billing problems or disputes within 30 days after the charge first appears on a statement from the credit card provider. You waive your right to dispute any billing problem if you fail to notify Comodo within the 30 day period.

5. Term and Termination.

- 5.1. Term. Unless terminated under section 4.2 or 4.3, this agreement continues for as long as you have paid any applicable fees for the Software. Comodo may terminate this agreement without notice if you fail to pay any applicable fees.
- 5.2. Voluntary Termination. You may terminate this agreement by uninstalling the Software and contacting support@comodo.com. In this case, the agreement terminates upon Comodo's receipt of the email.
- 5.3. Involuntary Termination. Comodo may terminate this agreement without notice by disabling your account or the Software. Comodo may disable your account or deny access to the Software at any time.
- 5.4. Events Upon Termination. Upon termination, you shall cease using the Software and delete all copies of installed Software. Comodo shall not bill you any additional fees but is not obligated to provide refunds for any paid for but unused Software.

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- 6.1. Indemnification. You shall indemnify Comodo and its affiliates and their respective directors, officers, employees, attorneys and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that results from your use of the Software, or your infringement on the intellectual property rights of a third party, or any alleged violation of privacy and/or data security of a third party or individual.
- 6.2. Indemnification Procedure. Comodo shall notify you of any demand for indemnification. Comodo's failure to notify will not relieve you from your indemnification obligations except to the extent that the failure 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 shall 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.
- 6.3. Additional Liability. The indemnification obligations herein are not Comodo's sole remedy for your 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.

7. Warranty Disclaimers.

- 7.1. Internet. You acknowledge that the Software is 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.
- 7.2. Beta Versions.— No Warranty – "AS IS" Product

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- 7.4. Damage Limitation. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT. 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.
- 7.5. 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 to the maximum extent allowed by law.

8. Remedy.

- 8.1. Injunctive Relief. You acknowledge that a breach of this agreement will result in irreparable harm to Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, Comodo may seek and obtain an injunctive order against a breach or threatened breach of the agreement.
- 8.2. 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.
- 8.3. Remedy. Your sole remedy for a defect in the Software is to have Comodo attempt to cure the defect. Comodo is not obligated to correct a defect if (i) the Software 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.

9. Privacy.

- 9.1. Privacy Policy. Comodo shall follow the privacy policy posted at http://www.comodo.com/repository/css_privacy_agreement.html 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 Software, or its other products and services. 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 Software by emailing 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 Software, which Comodo may use without restriction.
- 9.4. Compliance. You and your organization shall be responsible for complying with any and all necessary privacy laws and regulations in any applicable jurisdiction(s). This includes all local, state, and Federal laws in the United States, all European Union laws or directives, and any other laws throughout the world. You and your organization shall make the appropriate and required disclosures to individuals. Pursuant to Section 6, you and your organization shall indemnify Comodo for any alleged privacy or data security violation.

10. Arbitration. To the extent permitted by law, you shall notify Comodo of any dispute arising under this agreement before seeking dispute resolution. If dispute is not resolved within sixty (60) days after initial notice, then a party may proceed as follows:

- (i) The parties shall resolve the dispute by arbitration conducted through the services of the American Arbitration Association (“AAA”). The party initiating the arbitration shall send notice to the other party. All arbitration hearings will be in Jersey City, New Jersey.
- (ii) The parties shall appoint a panel of three possible arbitrators to hear the matter and then each party shall name one Arbitrator to be dropped from the panel, leaving one arbitrator. The party giving notice of the arbitration shall select the first dropped arbitrator.
- (iii) The parties shall split the costs of the arbitrator equally regardless of the final decision. The party found in default of this agreement by the arbitrator shall pay all costs of the other party that are incurred in enforcing its rights under this agreement (including attorney’s fees).

11. Miscellaneous.

- 11.1. Independent Contractors. The parties are acting as independent contractors and not as agents or employees of each other. Neither 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 1255 Broad Street, Suite 100, Clifton, NJ 07013. Comodo shall send all notices to the email address listed in your account.
- 11.3. Entire Agreement. With respect to the Software, 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 Software, in whole or in part, without notice.
- 11.5. Waiver. A party’s failure to enforce a provision of this agreement will 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.
- 11.6. 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.

- 11.7. Governing Law and Venue. The laws of New Jersey, U.S. 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. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.
- 11.8. Assignment. You may not assign any of your rights or obligations under this agreement. Any transfer without 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.
- 11.12. Libraries and Third Party Notices. Any necessary notices and copies of third party and/or open source licenses are included in the file "Open Source Licenses.rtf."
- 11.13. Other Comodo Products. Your use of Comodo Antivirus for Servers (CAS), Comodo Antivirus for Mac (CAVM), and Comodo Antivirus for Linux (CAVL) is bound by the terms of this agreement.

Acceptance

BY CLICKING "I Accept", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS. DO NOT CLICK "I Accept" IF YOU DO NOT ACCEPT THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS.

END USER LICENSE AGREEMENT
Comodo Endpoint Security Manager 3.2
Professional Edition
EXHIBIT A

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(LICENSES AND NOTICES)

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Microsoft® .NET Framework 4.0

Microsoft® .NET Framework 4.5

Microsoft® Report Viewer

Microsoft® SQL Server®

Microsoft® Windows Installer

Microsoft® Silverlight®, which is governed by the Silverlight EULA. This EULA is presented by a link in a dialog for acceptance by the end user.

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Version 2.1, February 1999

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

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The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
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