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Comodo Endpoint Security Manager 3.4 - Professional Edition

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7.7 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.

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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 Clifton, 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.

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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.

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**Acceptance**

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Comodo Endpoint Security Manager 3.4
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EXHIBIT A

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