

## Comodo Security Solutions Reseller Agreement

IMPORTANT—PLEASE READ THIS AGREEMENT CAREFULLY BEFORE BECOMING A COMODO RESELLER OR USING A COMODO RESELLER ACCOUNT. BY BECOMING A COMODO RESELLER OR USING A COMODO ACCOUNT OR BY CLICKING ON “I AGREE” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT BECOME A COMODO RESELLER AND DO NOT CLICK “I AGREE”.

This Security Solutions Reseller Agreement (“Agreement”) is between YOU (“Reseller”) and COMODO SECURITY SOLUTIONS, INC. (“Comodo”), a Delaware corporation. This Agreement governs Reseller’s marketing and reselling of Comodo’s desktop security solutions and related services. Reseller and Comodo agree as follows:

### 1. License

#### **1.1. License.**

Comodo hereby grants Reseller a world-wide, limited, revocable, non-exclusive, non-transferable, non-sublicensable right to market and sell licenses to the Comodo products and services listed in Reseller’s account (“Security Solutions”). Comodo may change or discontinue any Security Solutions without notice. All rights in the Security Solutions not granted herein are reserved to Comodo.

#### **1.2. Account.**

If Reseller does not have an account within the Comodo Reseller Portal, Comodo shall create an account for Reseller to order Security Solutions. If Reseller already has an account, Comodo may add its Security Solutions to the products and services listed in Reseller’s existing account. In either case, use of the account is for Resellers own use in providing Security Solutions to itself and its customers. Access to the account is considered confidential information, and Reseller shall not allow any third party access to the account. Reseller is responsible for any use of its account, regardless of whether the use was authorized by Reseller.

#### **1.3. Registration.**

The licenses granted to Reseller are contingent upon Comodo’s successful validation of Reseller. Reseller authorizes Comodo to carry out a background check, a credit check, or both as part of the validation process. Reseller shall provide any additional information reasonably requested by Comodo and shall promptly update all information provided to Comodo as the information changes. If Reseller cannot be validated to Comodo’s satisfaction, Comodo may terminate this Agreement without liability with notice to Reseller.

#### **1.4. Non-Exclusive.**

All rights granted to Reseller herein are non-exclusive. Comodo may appoint additional resellers, distributors and sales representatives for the Security Solutions and other Comodo products. Comodo reserves the right to market and sell its products directly in each case.

#### **1.5. Reporting of Errors.**

Reseller shall document and promptly report to Comodo any errors or malfunctions associated with the Security Solutions and promptly assist Comodo in rectifying any such errors or malfunctions upon Comodo’s request.

## 2. Subscription Services

## **2.1.Updates.**

The fees paid by Reseller are for the then-current release of Security Solutions. Comodo may release updates in its sole discretion without notice.

## **2.2.Subscriber Agreements.**

Additional terms govern the use of any ordered Security Solutions ("Subscriber Agreement"). Comodo may refuse Security Solutions to any customer not accepting or abiding by the relevant Subscriber Agreement. Subscriber Agreements are presented automatically upon ordering the Security Solutions or upon the customer's first use of the Security Solutions. Reseller shall not modify, remove, or interfere with any Subscriber Agreement. Comodo may terminate access to Security Solutions in its sole discretion without notice. Comodo may refuse any order for Security Solutions in its sole discretion.

## **2.3.Breach of Subscriber Agreement.**

Reseller shall provide reasonable assistance to Comodo to enforce the Subscriber Agreements.

## **2.4.Technical Support.**

Comodo shall be responsible for providing English technical assistance to Subscriber's purchasing LivePCSupport services. No other Security Solutions have technical support. The scope and availability of all support is in Comodo's sole discretion, and Comodo may choose to disregard or refuse to answer any and all questions.

## **3.Pricing & Payment**

### **3.1.Initial Payment.**

Reseller shall pay to Comodo an initial payment of \$0.00 US ("Initial Payment") which shall be an initial credit to Reseller's account for ordering products and services. Reseller may deposit funds into its account to purchase Security Solutions at any time. Unused account funds are non-refundable and will not be returned to Reseller upon termination or expiration of this Agreement. Deposited but unused account funds, however, will roll over into any Renewal Term.

### **3.2.Prices.**

Pricing for all Security Solutions shall be determined by the price listed in schedule 1 of this agreement. Security Solutions listed without a price may be distributed royalty free to customers. Comodo will deduct all amounts owed from Reseller's account. If insufficient funds are in the account, then, within sixty days after the end of each month, Comodo shall invoice Reseller for the Security Solutions ordered during the month. Reseller shall pay each invoice within thirty (30) days of receipt. Comodo will adjust all amounts paid or owed for price changes, return of Security Solutions by customers for credit/refund and the like by crediting or debiting Reseller in the month after the adjustment.

### **3.3.Pricing Amendments.**

Comodo may adjust the price for Security Solutions without notice by changing the price listed in Reseller's account. Continued ordering of Security Solutions constitutes Reseller's acceptance of all price adjustments.

### **3.4.Customer Pricing.**

Reseller may establish all prices it charges to its customers for the Security Solutions. Reseller will provide any invoices and financing arrangements required by its customers. All customers will make payments directly to Reseller. Comodo will not pay compensation for any services provided by Reseller in connection with this Agreement.

### **3.5.Overdue Payments.**

Overdue payments will be subject to a finance charge of the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate allowed by law, for each month or fraction thereof that such amounts are past due.

### **3.6.Taxes.**

Reseller shall pay any taxes resulting from Reseller's possession, use, marketing, and sale of the Security Solutions.

## **4.Marketing**

### **4.1.Material.**

Subject to section 5.4, Comodo hereby grants Reseller a non-exclusive, non-transferable, non-sublicensable, royalty-free license for the term of the Agreement to display Comodo's trademarks and other marketing material to market and promote the Security Solutions. Reseller may not re-brand the Security Solutions.

### **4.2.Restrictions.**

Reseller shall not create any advertising material or documentation that refers to Comodo or the Security Solutions without receiving written prior approval from Comodo. Reseller shall use only facts that Comodo itself uses in non-confidential written materials or materials provided by Comodo to market the Security Solutions.

### **4.3.Technical Competence.**

Reseller shall become sufficiently knowledgeable about the Security Solutions and their uses in order to demonstrate, market, and provide basic training.

### **4.4.Comodo Marketing.**

Reseller hereby grants Comodo a non-exclusive, non-transferable, non-sublicensable, royalty-free worldwide license for the term of the Agreement to use Reseller's trademarks in Comodo's marketing material.

## **5.Intellectual Property Rights**

### **5.1.Comodo IP Rights.**

The Security Solutions are being licensed, not sold. Comodo retains, and neither Reseller nor any of its customers will obtain or claim, any and all title, interest, and ownership rights in:

- (i) the Security Solutions, including all techniques and ideas embedded therein,
- (ii) all copies or derivative works of the Security Solutions, regardless of who produced, requested, or suggested the copy or derivative work,
- (iii) all documentation and materials provided by Comodo to Reseller, and
- (iv) all of Comodo's copyrights, patent rights, trade secret rights and other proprietary rights.

### **5.2.Restrictions.**

The parties shall protect each other's intellectual property, good will, and reputation when accessing or using the other party's services or products. Reseller may not decompile or create derivative works of the Security Solutions without the prior written consent of Comodo. Comodo may terminate this Agreement or restrict access to the Security Solutions if Comodo reasonably believes that the Security Solutions are being used to post or make accessible any material that infringes the copyright of a third party.

### **5.3.Reseller IP Rights.**

Reseller retains, and Comodo shall not obtain or claim, any ownership rights, interest, or title to any Reseller products bundled with the Security Solutions.

#### **5.4. Use of Trademarks.**

Reseller shall not register a Comodo trademark or any confusingly similar marks. Except with the express written permission of Comodo, Reseller shall not use any Comodo trademark as part of Reseller's name or as Reseller's domain names. Reseller shall not use, promote, sell, or otherwise make available the Security Solutions in a way that might diminish or damage Comodo's reputation, including using a Comodo trademark on a website that could be considered associated with crime, defamation, or copyright infringement.

### **6. Confidentiality**

#### **6.1. Confidential Information.**

Except as allowed herein, a party receiving information that is not generally known to the public may not use and may not disclose the information other than for the purpose of performing its obligations under this Agreement. The party receiving the information ("Receiving Party") shall prevent unauthorized disclosure and shall ensure that any person receiving the information complies with the restrictions in this section. The Receiving Party may disclose the information if the information:

- (i) is already possessed by the Receiving Party before receipt from the disclosing party;
- (ii) is or becomes public domain without fault of the Receiving Party;
- (iii) is received by the Receiving Party from a third party who is not under an obligation of confidentiality or a restriction on the use and disclosure of the information,
- (iv) is disclosed in response to the requirements of a law, governmental order, regulation, or legal process if the Receiving Party first gives prior notice to the disclosing party of the requirement to disclose the information, or
- (v) is disclosed under operation of law to the public without a duty of confidentiality.

A party asserting one of the exceptions above shall prove the assertion using verifiable documentary evidence.

### **7. Term and Termination**

#### **7.1. Term.**

The Agreement terminates one year from the date Comodo first provides Reseller with a reseller account. Upon termination, the Agreement automatically renews for successive one year terms (each a "Renewal Term") unless a party gives the other notice of termination at least ten (10) days prior to the Agreement's renewal.

#### **7.2. Termination.**

Without prejudice to any rights or remedies, either party may terminate the Agreement:

- (i) if the other party commits a material breach of the Agreement and fails to remedy the breach within ten (10) days after receiving notice of the breach;
- (ii) immediately, if the other party violates
  - (a) the limitations on the licenses granted in this Agreement,
  - (b) its duty of confidentiality,
  - (c) its duty to adhere to industry standards, or
  - (d) any of the representations it made herein;
- (iii) immediately, if Reseller acts illegally or fraudulent or acts in a way that could harm Comodo's business practices;
- (iv)
  - (a) if the other party has a receiver, trustee, or liquidator appointed over substantially all of its assets,
  - (b) if an involuntary bankruptcy proceeding is filed against the other party that is not dismissed within thirty (30) days of filing,
  - (c) if the other party files a voluntary petition of bankruptcy or reorganization,
  - (d) if the other party assigns this Agreement, or
  - (e) if the other party undergoes a change of control where more than fifty percent

- ownership is transferred to a third party; or
- (v) upon ten (10) days notice by Comodo in its sole discretion.

### **7.3.Events Upon Termination.**

Upon termination, all rights and licenses granted herein to Reseller terminate and revert to Comodo. In addition, Reseller shall:

- (i) immediately cease all marketing and sales of the Subscription Services and not make any statements that could infer that a relationship exists between Comodo and Reseller,
- (ii) immediately cease using Comodo's trademarks and make any transfers requested by Comodo to ensure that all rights in the trademarks remain with Comodo,
- (iii) within ten (10) days, transfer any domain names containing a Comodo trademark to Comodo and pay to Comodo any fees owed as of the date of termination,
- (iv) within ten (10) days, destroy or deliver to Comodo all sales manuals, price lists, literature and other materials relating to Comodo, and
- (v) continue to comply with the confidentiality requirements in this Agreement.

## **8.Reseller Responsibility**

### **8.1.Obligations.** Reseller shall:

- (i) be responsible for its conduct and its website maintenance, operation, development, and content,
- (ii) promptly inform Comodo if Reseller becomes aware of any misuse of the Subscription Services by a Subscriber and assist Comodo in preventing, curing, and rectifying any misuse,
- (iii) comply with all regulations, policies, and procedures of the networks connected to the Subscription Services, and
- (iv) immediately notify Comodo of any breach of this Agreement.

### **8.2.Restrictions.** Reseller shall not:

- (i) impersonate or misrepresent Reseller's affiliation with any entity,
- (ii) upload or distribute any files or software that may damage the operation of another's computer,
- (iii) interfere with the proper functioning of the Comodo website or with any transactions conducted through the Comodo website, or
- (iv) take any action that imposes an unreasonably or disproportionately large load on Comodo's infrastructure

### **8.3.Export License.**

Reseller shall abide by the export and import rules and regulations promulgated by Reseller's local government and the Bureau of Export Administration, U.S. Department of Commerce and the Office of Foreign Assets Controls, U.S. Department of the Treasury. Specifically, Reseller shall not export or re-export the Security Solutions, either directly or indirectly, to any country or entity under United States restrictions, including Cuba, North Korea, Iran, Syria or Sudan. This list is subject to change without further notice from Comodo, and Reseller shall comply with the list as it exists in fact. Reseller agrees be solely responsible for the procurement and renewing of any required export or import licenses.

## **9.Indemnification**

### **9.1.Indemnification.**

Reseller shall indemnify Comodo and its affiliates and their respective 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:

- (i) Reseller's breach of this Agreement,
- (ii) Reseller's marketing activities;
- (iii) Reseller's services or products, or

- (iv) Reseller's or its customers' infringement on the rights of a third party.  
Reseller shall reimburse each Indemnified Person for all Losses as they are incurred.

## **9.2. Indemnification Procedure.**

Each Indemnified Person must notify Reseller promptly of any demand for indemnification. However, any failure to notify will not relieve Reseller from its indemnification obligations except to the extent that the failure to provide timely notice materially prejudices Reseller. Reseller 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. Reseller 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.**

The indemnification obligations of Reseller are not Comodo's sole remedy for Reseller's breach and are in addition to any other remedies Comodo may have against Reseller under this Agreement. Reseller's indemnification obligations survive the termination of this Agreement.

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

### **10.1. Internet.**

Reseller acknowledges that the Security Solutions are subject to the operation and telecommunications infrastructures of the Internet and the operation of Reseller's Internet connection services, all of which are beyond Comodo's control.

### **10.2. Warranty Disclaimer; Assumption of Risk.**

EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SECURITY SOLUTIONS. 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 SECURITY SOLUTIONS WILL MEET RESELLER'S REQUIREMENTS OR EXPECTATIONS OR
- 2) THAT ACCESS TO THE SECURITY SOLUTIONS 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 RESELLER FOR THE SUBSCRIPTION SERVICE GIVING RISE TO THE LIABILITY. RESELLER WAIVES 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. 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.

## **11. Remedy**

### **11.1. Injunctive Relief.**

Reseller acknowledges that its 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.

### **11.2. 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.

### **11.3. Remedy.**

Reseller's sole remedy for a defect in the Security Solutions is to have Comodo attempt to cure the defect. Comodo is not obligated to correct a defect if

- (i) the Subscription Service was misused, damaged, or modified,
- (ii) Reseller did not promptly report the defect to Comodo, or
- (iii) Reseller breached any provision of this Agreement.

## **12. Miscellaneous**

### **12.1. Industry Standards.**

Both parties shall comply with all industry or privacy standards applicable to the Security Solutions. If industry standards change, Comodo and Reseller shall work together in good faith to amend this Agreement to comply with the changes.

### **12.2. 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.

### **12.3. Notices.**

All notices to Comodo must be in writing, in English, and sent by first class mail, return receipt requested, to the Comodo Security Solutions, 525 Washington Blvd., Suite 1400, Jersey City, New Jersey, 07310. Notices sent to Reseller will be sent to the email address listed in Reseller's account information.

### **12.4. Entire agreement.**

This Agreement is the entire Agreement between the parties, superseding all other agreements that may exist with respect to the subject matter. 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 are for reference and convenience only and are not part of the interpretation of the Agreement.

### **12.5. Modifications.**

Except as otherwise allowed herein, neither party may amend this Agreement unless the amendment is in writing and signed by both parties. In Comodo's sole discretion, Comodo may amend or discontinue any Subscription Service. Comodo may also amend any of 1) its website and 2) its Subscriber Agreement. Amendments are effective upon the earlier of 1) Comodo's posting the amendment on its website or 2) Reseller's receipt of the amendment. Reseller's continued use of its account constitutes Reseller's acceptance of the amendments. If an amendment materially affects Reseller's rights herein, Reseller may terminate the Agreement within twenty days of the effective date of the amendment by providing Comodo notice of the termination.

**12.6.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.

**12.7.Force Majeure and Internet Frailties.**

Other than for payment obligations by Reseller, 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.

**12.8.Governing Law and Venue.**

The laws of New Jersey 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 federal or state courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

**12.9.Assignment.**

Reseller may not assign any of its rights or obligations in this Agreement without the prior written consent of Comodo. Any transfer without consent is void. Comodo may assign its rights and obligations without Reseller's consent.

**12.10.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 will be deemed omitted and the balance of the Agreement will remain valid and enforceable.

**12.11.Survival.**

All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the Agreement.

**12.12.Rights of Third Parties.**

There are no third party beneficiaries under the Agreement.

BY CLICKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY IT.

**SCHEDULE 1****INITIAL PRODUCTS AND SERVICE**

Product	Distribution Format	Retail (USD)
<b>Antivirus and Internet Security Products</b>		
Internet Security Complete 2011	Download Retail Box (US Only) CD Sleeve	\$69.99 \$69.99 + Freight \$69.99 + Freight
Internet Security Pro 2011	Download	\$49.99



GeekBuddy	Download Retail Box	\$49.95 \$49.95 + Freight
Internet Security Plus 2011	Download Only	\$39.99
Antivirus Advanced 2011	Download Retail Box System Builder 100 Pack	\$39.99 \$39.99 + Freight Wholesale Only
Additional Comodo Products		
Online Backup	Download	1 GB, 10 GB, 50 GB, 100 GB, 200 GB, 500 GB 1 GB, 10 GB, 50 GB, 100 GB, 200 GB, 500 GB \$0.25 per GB Monthly \$2.50 per GB Annually
TrustConnect	Download Retail Box	Daily Pass 1 User 100 GB 5 Users 500 GB 3 Users 10 GB per month for 12 Months \$3.99 per 24 hours \$6.99 Monthly \$49.99 Annually \$25.00 Monthly \$200.00 Annually \$29.95 + Freight
livePCsupport or GeekBuddy	GeekBuddy Box Download	One Year of Support One Year of Support Co-Brand Option \$49.95 \$49.95 \$500.00 Quarterly Maintenance Fee
Easy VPN	Download	# of Endpoints 1-5 6-10 11-25 26-50 51-100 101-200 201-300 *Pricing is per endpoint 1 Year Each \$5.80 \$4.90 \$3.56 \$2.38 \$1.49 \$0.90 \$0.66
Endpoint Security Manager	Download and License File	# of Endpoints 5-100 101-250 251-500 501-1000 1001-2500 2501-5000 5001-10,000 10,001+ *Pricing is per endpoint 1 Year 2 Year 3 Year \$22.95 \$21.11 \$20.2 \$17.21 \$15.84 \$15.15 \$16.07 \$14.78 \$14.14 \$14.92 \$13.72 \$13.13 \$13.77 \$12.67 \$12.12 \$11.48 \$10.56 \$10.1 \$9.18 \$8.45 \$8.08 \$6.89 \$6.33 \$6.06