

Comodo Enterprise Certificate Agreement

This ePKI Certificate Agreement is entered into this _____ day of _____, 2010 (“Effective Date”), by and between Comodo CA Limited (“Comodo”), with its principal place of business located at 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom and _____ (“Subscriber”) with its principal place of business located at _____.

WHEREAS, Subscriber wishes to order digital certificates for domains owned by Subscriber.

WHEREAS Comodo wishes to appoint Subscriber as a Registration Authority to assist in the validation and issuance of certificates;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Rights.** Subject to the terms and conditions of Schedule 1 which are incorporated herein, Subscriber may use the Account provided by Comodo to order Subscription Services for Subscriber’s use on domains owned or directly controlled by the Subscriber. Comodo may, change, modify, or discontinue any Subscription Services in its sole discretion. All rights not expressly granted herein are reserved to Comodo.
2. **Account.** Comodo shall create an EPKI Certificate Manager account for Subscriber’s sole use to order Subscription Services (“Account”). Subscriber shall be responsible for any use of the Account, regardless of whether such use is approved or authorized by Subscriber. Access to the Account is considered Confidential Information. Subscriber may purchase the Subscription Services available through the Account for the prices listed in Schedule 2. All amounts owed to Comodo will be deducted from any funds deposited into the Account.
3. **Deposit.** Within five (5) days of Subscriber’s acceptance of this Agreement, Subscriber will pay Comodo the sum of _____ (\$ _____ US). These funds shall be credited to the Account for payment of ordered Subscription Services. In the event that there are insufficient funds in the Account, Comodo shall invoice Subscriber for each Subscription Service ordered. Subscriber shall pay each invoice within thirty (30) days of receipt. Subscriber may deposit additional funds into the Account at any time. Unused Account funds shall roll over to the next Renewal Term. However, unused Account funds are non-refundable and will not be returned to Subscriber upon termination or expiration of this Agreement. Amounts paid or owed to Comodo may be adjusted for price adjustments, return of Subscription Services by Subscriber for credit/refund, and the like by crediting or debiting Subscriber in the month subsequent to such adjustment.
4. **Appointment as RA.** Comodo hereby appoints Subscriber as a Registration Authority and grants to Subscriber a limited, revocable, non-exclusive, non-transferable license to validate, manage, revoke, and request Comodo branded certificates or Subscriber’s own use. Subscriber is not appointed as a Registration Authority for EV Certificates and such Certificates may only be validated and issued by Comodo. Comodo may revoke Subscriber’s authority as a Registration Authority at any time. If revoked, Comodo will validate all and manage all Certificates ordered by Subscribers
5. **Term.** This Agreement shall commence on the Effective Date and continue in effect for a period of three (3) years (the “Initial Term”), whereupon this Agreement shall automatically renew for successive one (1) year periods (each a “Renewal Term”), unless either party gives the other written notice of termination at least ten (10) days prior to the end of the Initial Term or then-current Renewal Term.

IN WITNESS WHEREOF, Subscriber represents that it has read, understands and agrees to be bound by this Agreement and the Schedules. Both parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date set forth above.

Comodo CA Limited

Subscriber

By:

By:

Its:

Its:

Address for Notices:

If to Comodo:

Comodo CA Limited.
26 Office Village, 3rd Floor, Exchange Quay
Trafford Road
Salford, Manchester M5 3EQ
United Kingdom

If to Subscriber:

SCHEDULE 1

TERMS AND CONDITIONS

- 1. Definitions and Interpretations.** In the Agreement, unless the context requires otherwise, the following terms and expressions have the following meanings:
 - 1.1. Agreement:** The signed Agreement by the parties, including this Schedule and the documents referred to herein.
 - 1.2. Certificate:** A digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The digital signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the public key by the subject.
 - 1.3. Certificate Manager or ePKI Manager:** Comodo's web-based ordering platform provided to assist Subscriber in ordering, issuing, and managing Comodo Certificates. EV Certificates may be ordered through Certificate Manager, but are subject to further validation and processing requirements as explained herein;
 - 1.4. Certificate Practice Statement (CPS):** One of several Comodo documents providing the framework under which Certificates are created, issued, managed and used. Comodo may amend its CPS in its sole discretion without notice.
 - 1.5. Certificate Warranty:** A warranty offered by Comodo for the sole use of Relying Parties. Certificate Warranties are controlled by the terms and conditions of the Comodo Certificate Warranty and Relying Party Agreement as set forth in the Repository.
 - 1.6. Confidential Information:** All material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of a party that is not accessible or known to the general public. Confidential Information includes (a) all information related to software utilized by the parties to create, operate or perform their respective obligations hereunder, (b) personal identification numbers and passwords; and (c) all information about the technical details of Comodo's services and products;
 - 1.7. EV Certificate or Extended Validation Certificate:** A Certificate that is signed to the Comodo extended validation root certificate and that has been issued pursuant to the Guidelines. Usage and issuance of EV Certificates is controlled by the EV Guidelines and Comodo's EV CPS. EV Certificates are issued only by Comodo after the validation required by the EV Guidelines is complete;
 - 1.8. EV Certificate Request:** A request from Subscriber for the issuance of an EV Certificate as required by the EV Guidelines.
 - 1.9. EV Guidelines:** The official, adopted guidelines established by the CA/Browser Forum that set forth certain minimum requirements that a certificate authority must meet in order to issue Extended Validation Certificates, and which are available online at <http://www.cabforum.org>. The EV Guidelines are subject to change without prior notice being given by Comodo;
 - 1.10. Private Key:** A request from Subscriber for the issuance of an EV Certificate as required by the EV Guidelines.

- 1.11. Public Key:** A publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify digital signatures and encrypt files or messages;
- 1.12. Registration Authority:** An agent designated by Comodo to validate customers in accordance with the Comodo Certificate Practice Statement. EV Certificates may not be validated by Subscriber and shall be validated by Comodo;
- 1.13. Relying Party:** Any entity that relies on a valid Certificate and meets the conditions found in the Relying Party Agreement.
- 1.14. Relying Party Agreement:** An agreement set forth in the Comodo Repository governing the use of a Certificate by a Relying Party.
- 1.15. Repository:** The publicly available collection of databases for storing and retrieving information relating to Certificates and which may be accessed at www.comodo.com/repository.
- 1.16. Software:** Comodo's Certificate Manager ordering platform, the related API's, the relevant documentation, and any other software provided to Subscriber to order and validate Certificates.
- 1.17. Subscriber Agreement:** The Comodo products and services available for ordering by Subscriber, including the Certificates and Vulnerability Scanning Services.
- 1.18. Subscription Services:** A request from Subscriber for the issuance of an EV Certificate as required by the EV Guidelines.
- 1.19. TrustLogo:** A logo provided by Comodo for use on Subscriber's site.
- 1.20. Vulnerability Scanning Services.** Comodo's vulnerability scanning services, including its HackerProof and HackerGuardian products.

2. General

- 2.1. Registration.** The licenses granted herein are contingent upon Comodo's successful validation of Subscriber, and Comodo may carry out a background and credit check as part of such validation. Subscriber shall supply any information to Comodo as may be required by Comodo. Subscriber must update this information as such information changes.
- 2.2. Subscriber Agreement.** Subscriber is required to execute, electronically or in writing, a Subscriber Agreement dictating the terms of use for each Subscription Service ordered. The Subscriber Agreements are set forth in the Comodo repository at <http://www.comodo.com/repository>. Subscription Services will not be provided to any Subscriber who refuses or fails to execute a Subscriber Agreement. Subscriber Agreements are subject to change by Comodo without notice. All such changes shall be effective immediately after the change is posted to the Repository.
- 2.3. Reporting of Errors.** Subscriber shall document and promptly report to Comodo any errors or malfunctions associated with the Subscription Services. Subscriber shall promptly assist Comodo in rectifying any errors or malfunctions in the Subscription Services as may be reasonably requested by Comodo.

3. Certificates

- 3.1. Training.** Personnel performing validation duties (“Validation Specialists”) must have skill training that covers important information about Comodo’s policies and procedures for validating and issuing Certificates. Comodo shall provide training for Subscriber through its RA training program. Subscriber must complete the training program prior to validating or authorizing the issuance of certificates. Subscriber must ensure that its Validation Specialists have sufficient training and skill to perform the validation required for each Certificate.
- 3.2. Certificate Life Cycle.** Certificates may be ordered for the relevant lifecycles set forth in the Comodo CPS. After expiration, a Certificate may be renewed for successive life cycle periods. Renewal of Certificates will be subject to further validation. Comodo reserves the right to modify Certificate life cycles at any time.
- 3.3. Certificate Warranties.** Certificate Warranties shall apply to the Certificates ordered by Subscriber. Such Certificate Warranties shall be provided in accordance with the Comodo CPS and the Relying Party Agreement as set forth in the Comodo Repository. Comodo shall manage any claims or disputes arising from the Certificate Warranties.
- 3.4. Validation.** For non-EV Certificates and TrustLogos, Subscriber shall validate each Certificate ordered in accordance with the Comodo CPS prior to issuing the Certificate. No Certificate shall be issued until all validation procedures are completed. At Subscriber’s written request, Comodo shall validate Certificates for Subscriber at no additional charge or cost to Subscriber. Subscriber is not authorized to validate or issue EV certificates, and all EV Certificates shall be fully validated by Comodo prior to being issued.
- 3.5. Display of Data.** Certain information about Subscriber is required to be validated and embedded in each Certificate ordered. To the extent necessary to provide the Subscription Services, Subscriber authorizes Comodo to disclose this information to third parties.
- 3.6. TrustLogos for Certificates.** Comodo may revoke any TrustLogo if the corresponding Certificate is revoked. TrustLogos may not be modified in any manner. TrustLogos must not be used or displayed in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Comodo or in a manner that impairs the rights of Comodo in its trademarks or logos; or represent that Comodo guarantees any non-Comodo products or services. All TrustLogos are the sole property of Comodo.
- 3.7. Document Retention.** Subscriber must record in detail every action taken to validate a Certificate order, including all information generated or received in connection with the validation process. These records must be available as auditable proof of the Subscriber’s practices. All documentation relating to the issuance of Certificates must be kept for at least seven years after the expiration of the Certificate relying on the documentation.
- 3.8. Comodo Audits.** Comodo may perform audits of Subscriber’s validation process. Subscriber must make its records related to the issuance of Certificates open and available to Comodo upon request. If the Subscriber has failed to follow the CPS when issuing a Certificate, Subscriber shall pay all costs associated with the audit.
- 3.9. Revocation.** Certificates may be revoked for the reasons described in the Comodo CPS, the Comodo EV CPS, the EV Guidelines, and the relevant Subscriber Agreement. In addition, Certificates may be

revoked if Comodo reasonably believes that:

- (I) Subscriber requests revocation of one of its Certificate;
- (II) the original request for the Certificate was not authorized and such authorization is not retroactively granted;
- (III) Confidential Information, such as the Private Key or Subscriber's Account, has been misused or is compromise or may be disclosed if the Certificate is not revoked;
- (IV) Subscriber violates any of its material obligations under this Agreement;
- (V) Subscriber has used its Account or the Subscription Services contrary to industry standards, law, rule, or regulation;
- (VI) the Certificate is being used, directly or indirectly, to engage in illegal or fraudulent activity;
- (VII) inaccurate or incomplete information is present in the Certificate;
- (VIII) the Certificate was not issued in accordance with the applicable validation guidelines and policies or was issued as a result of fraud or negligence;
- (IX) Comodo's certificate operations cease and Comodo has not arranged for another certificate authority to provide revocation support for the Certificate;
- (X) Comodo's right to issue Certificates under any applicable guidelines has been revoked or terminated;
- (XI) Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Comodo's jurisdiction of operation;
- (XII) the Certificate was issued to persons or entities identified as publishers of malicious software or that impersonated other persons or entities; or
- (XIII) the Certificate, if not revoked, will compromise the trust status of Comodo.

3.10. Support. Comodo agrees to provide standard Comodo branded customer and technical support for no extra charge. Customer and technical support shall include email support, available twenty-four (24) hours per day, seven (7) days per week, and telephone support, available twenty-four (24) hours per day, five (5) business days per week.

4. Certificates

4.1. Security Audits. Vulnerability Scanning Services only serve as a passive conduit to provide vulnerability scanning and are not intended to fix, remedy, prevent, or eliminate any vulnerabilities or insecurities. Vulnerability Scanning Services scan only for major known vulnerabilities, and a successful scan does not guarantee or ensure that a system is free of all vulnerabilities or insecurities. Any IP address failing a scan may not display the related TrustLogo. Comodo may deactivate the Subscription Services and TrustLogo on any Subscriber failing a scan without notice.

4.2. Changes in Services. Comodo may modify the Vulnerability Scanning Service in its sole discretion, including removing, modifying, or updating the specific scans performed. These modifications may be made without notice from Comodo.

5. Amendments and Taxes

- 5.1. Amendments.** Comodo may amend the prices listed on its website or in the Account at any time. Comodo may also amend its website, Subscriber Agreements, CPS, and the documents in its Repository at any time. All changes are effective upon the earliest of Comodo's posting of the changes on its website or Subscriber's receipt of such changes. Subscriber's continued use of its Account shall constitute Subscriber's acceptance of the amendments. In the event that an amendment materially affects Subscriber's rights herein, Subscriber may terminate this Agreement within twenty (20) days of the effective date of the change.
- 5.2. Taxes.** Subscriber is solely responsible for payment of any taxes resulting from Subscriber's use of the Subscription Services.

6. Marketing

- 5.1. Material.** Subject to Section 7.3, Comodo grants Subscriber a non-exclusive, nontransferable, non-sublicensable, royalty-free license for the term of this Agreement to display Comodo's trademarks and other marketing material to promote the Subscription Services ordered by Subscriber. Re-branding of the Subscription Services is not allowed.
- 5.2. Restrictions.** Subscriber shall not use any advertising material or documentation that refers to Comodo or the Subscription Services without receiving written prior approval from Comodo, which shall not be unreasonably withheld. Subscriber shall use only facts that Comodo itself uses in its non-confidential written materials to market the Subscription Services.
- 5.3. Comodo Marketing.** Subscriber hereby grants Comodo a non-exclusive, non-transferable, non-sublicensable, royalty-free worldwide license for the term of this Agreement to use Subscriber's trademarks in Comodo's marketing material. The goodwill associated with the use of the same shall inure solely to the benefit of Subscriber.

7. Intellectual Property Rights

- 7.1. Comodo IP Rights.** Comodo shall retain, and Subscriber shall obtain or claim, any and all title, interest, and ownership rights in:
- (I) the Subscription Services, including any Software, and all techniques and ideas embedded therein,
 - (II) all copies or derivative works of the Subscription Services, regardless of who produced, requested, or suggested the copy or derivative work,
 - (III) all documentation and materials provided by Comodo to Subscriber, and
 - (IV) all of Comodo's copyrights, patent rights, trade secret rights and other proprietary rights.
- 7.2. Copyrights.** The Subscription Services may not be used to post or make accessible any material that infringes the copyright of a third party. If Comodo reasonably believes that the Subscription Services are being used in such a manner, Comodo may terminate this Agreement or restrict access to the Subscription Services.

7.3. Use of Trademarks. Any use of Comodo's trademarks, and the goodwill deriving therefrom, shall inure only to the benefit of Comodo. Subscriber will not register any of Comodo's trademarks or any confusingly similar marks. Except with the express written permission of Comodo, Subscriber may not use any Comodo trademark as part of Subscriber's company name or as Subscriber's domain names. Subscriber will not use the Subscription Services in a way that might diminish or damage Comodo's goodwill, including the placement of a Comodo trademark on a site that could be considered associated with crime, defamation, or copyright infringement.

8. Confidentiality

8.1. Confidential Information. Except where required by law, neither party shall disclose or use any Confidential Information furnished by a party or its agents (the "Disclosing Party") to the other party or its agents (the "Receiving Party"). The Receiving Party shall take all reasonable measures to prevent any unauthorized disclosure by its representatives. The Receiving Party shall notify the Disclosing Party if disclosure of Confidential Information is necessary to comply with the requirements of any law, government order, regulation or legal process prior to such disclosure.

8.2. Exceptions. The provisions of this Section 8 shall not apply to any information that:

- (I) is already in the possession of the Receiving Party before receipt from the Disclosing Party;
- (II) is or becomes rightfully in the 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 such information,
- (IV) as limited in Section 8.1, is disclosed in response to the requirements of a law, governmental order, regulation, or legal process, or
- (V) is disclosed under operation of law to the public without a duty of confidentiality.

If a party asserts one of the exceptions to Confidential Information above, then such party shall prove the assertion using verifiable documentary evidence.

8.3. Return of Materials. Upon written request of the Disclosing Party, the Receiving Party will promptly destroy or return to the Disclosing Party any Confidential Information in its possession and certify in writing to the Disclosing Party that it has done so.

9. Termination

9.1. Termination. Without prejudice to any rights or remedies at law, equity, or otherwise, either party may terminate the Agreement:

- (I) if the other party commits a material breach of this Agreement and fails to remedy such material breach within ten (10) days after receiving notice of the breach;
- (II) immediately, if the other party violates the limitations on the licenses granted herein, its duty of confidentiality, its duty to adhere to industry standards, or any of the representations it made herein;
- (III) immediately, if Subscriber is engaged in illegal or fraudulent activity or an activity that could

harm Comodo's business practices;

- (IV) immediately, if Subscriber fails to follow Comodo's requirements for validating and issuing Certificates;
- (V) if the other party applies for or consents to the appointment of a receiver, trustee, or liquidator for substantially all of its assets or such a receiver, trustee, or liquidator is appointed; or such party has filed against it an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, or files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or seeks to take advantage of any other law relating to relief of debtors, or makes an assignment for the benefit of creditors;
- (VI) upon ten (10) days notice by Comodo in its sole discretion; or
- (VII) upon reasonable notice, if Comodo is no longer allowed to issue certificates or if a change in industry standards, regulations, or law prevents further use or issuance of certificates.

9.2. Events Upon Termination. Upon termination of this Agreement, all rights and licenses granted herein to Subscriber shall terminate and revert to Comodo. Subscriber shall:

- (I) immediately cease all use of Comodo's trademarks and make any transfers that may be requested by Comodo to ensure that all rights in such trademarks remain with Comodo;
- (II) within ten (10) days, transfer any domain names containing a Comodo trademark to Comodo,
- (III) immediately cease validating and issuing Certificates;
- (IV) within ten (10) days, pay to Comodo any fees owed as of the date of termination;
- (V) continue to comply with the confidentiality requirements set forth in this Agreement;
- (VI) within ten (10) days, deliver to Comodo all sales manuals, price lists, literature and other materials relating to Comodo; and
- (VII) immediately discontinue all representations or statements that could infer that a relationship exists between Comodo and Subscriber.

10. Subscriber Responsibility

10.1. Responsibility. Subscriber is solely responsible for its conduct and its website maintenance, operation, development, and content.

10.2. Subscriber Obligations: Subscriber shall:

- (I) use and access the Subscription Services only for legal purposes;
- (II) use the Subscription Service only on domains owned by Subscriber;
- (III) install each Certificate only on the server accessible at the domain name listed on the Certificate after reviewing and verifying the accuracy of the data listed in the Certificate,
- (IV) be responsible, at its own expense, for any its computers, telecommunication equipment, software, access to the Internet and any communications networks (if any) required to use the Subscription Services and the issued Certificates, except where expressly provided otherwise herein;

- (V) obtain and keep in force any authorization, permission or license necessary for the Subscriber to use the Subscription Service, except where Comodo expressly agrees to obtain the same under this Agreement;
- (VI) provide accurate and complete information to Comodo at all times and immediately inform Comodo if any of the information changes;
- (VII) promptly cease using a Certificate and the related Private Key and request revocation of the Certificate if (a) any information in the Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Certificate;
- (VIII) promptly cease all use of the Private Key associated with Certificate upon expiration or revocation of such Certificate;
- (IX) promptly disclose in writing to Comodo anything that constitutes a breach of, or is inconsistent with, any of the obligations or warranties and representations made herein;
- (X) Us the subscription services to gain unauthorized access to other computer systems or to interfere or disrupt third party networks or services;
- (XI) not use the Subscription Service for any prohibited purpose, including any conduct that may be illegal, offensive, abusive, contrary to public morality, indecent, defamatory, obscene or menacing, or which is in breach of confidence, copyright or other intellectual property rights of any third party, cause distress, annoyance, denial of any service, disruption or inconvenience, send or provide advertising or promotional material or other form of unsolicited bulk correspondence or create a Private key which is identical or substantially similar to any Public Key, and
- (XII) make representations regarding the Subscription Service to any third party except as first agreed to in writing by Comodo.

10.3. Export License. The exportation of encryption products may be subject to compliance with the rules and regulations promulgated from time to time by the Bureau of Export Administration, U.S. Department of Commerce and the Office of Foreign Assets Controls, U.S. Department of the Treasury. Subscriber will not modify, export or re-export, either directly or indirectly, any restricted portion of the Subscription Services 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 Subscriber must comply with the list as it exists in fact. Subscriber shall comply with any other applicable export or import laws which may apply and is solely responsible for the procurement and renewing of any export or import licenses required. **COMODO SHALL NOT BE LIABLE FOR SUBSCRIBER'S VIOLATION OF ANY EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES OR FOREIGN LAW.**

11. Indemnification

11.1. Subscriber shall defend, indemnify and hold harmless Comodo and its officers, directors, employees, and agents from and against all claims, costs, damages, expenses, losses or other liabilities (including out of pocket expenses and reasonable attorneys' fees) finally awarded against or finally settled with Comodo arising out of Subscriber's activities as a Registration Authority, the use or activity of Sub-

subscriber's website, Subscriber's negligence or willful misconduct in the performance of this Agreement, or Subscriber's breach of the terms of this Agreement.

- 11.2. If Comodo** seeks indemnity under this section, Comodo shall promptly provide to Subscriber notice of any claim or action giving rise to the right of indemnification; permit Subscriber to control the defense and retain counsel to represent Comodo, the costs and fees of which shall be borne by Subscriber; and provide reasonable cooperation to Subscriber in the defense and/or settlement of the action.

12. Exclusion of Warranties

- 12.1. The Subscription Services** are provided over the Internet are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of Subscriber's Internet connection services, all of which are beyond the control of Comodo.
- 12.2. Warranty Disclaimer; Assumption of Risk.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMODO EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. COMODO EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM AMOUNT ALLOWED UNDER ANY APPLICABLE LAW. COMODO DOES NOT GUARANTEE THAT THE SUBSCRIPTION SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 12.3. Damage Limitation.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS FOR ANY AND ALL DAMAGES, CLAIMS, OR LOSSES RESULTING FROM OR CONNECTED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OR TYPE OF THE CLAIM, DAMAGE, OR LOSS, SHALL BE LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE SUBSCRIPTION SERVICE GIVING RISE TO SUCH LIABILITY. FURTHERMORE, SUBSCRIBER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THE AGREEMENT OR THROUGH THE USE OF THE SUBSCRIPTION SERVICES. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND SHALL APPLY EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations herein shall apply regardless of the reason for the liability, regardless of the extent or nature of the damages, and regardless of whether any other provisions of this Agreement have been breached or proven ineffective.
- 12.4. Exceptions** Subscriber may have additional legal rights that do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. If such laws apply, the exclusions and limitations of liability shall only apply to the maximum extent allowed by law.

13. Remedy

- 13.1. Limitation on Actions.** Except for actions and claims related to a party's indemnification and confiden-

tiality obligations and any actions based on the sale of EV Certificates, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

- 13.2. Remedy.** Subscriber's exclusive remedy for any material defect in a product for which Comodo is responsible shall be to have Comodo attempt through commercially reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event that Comodo does not correct or cure the material defect in a reasonable amount of time, Subscriber's exclusive remedy shall be the refund of the amount paid for the defective product. Comodo shall not be obligated to correct, cure, or otherwise remedy any defect in a product if any modification has been made to the product, if the product has been misused or damaged in any respect, or if Subscriber failed to promptly report to Comodo the existence and nature of the defect.

14. Miscellaneous

- 14.1. Independent Contractors.** Comodo and Subscriber are acting as independent contractors and not as employees or agents of the other. Comodo and Subscriber are not, and shall not in any direct or indirect way hold themselves out as or be considered to be, joint ventures, partners, principals, servants, employees, or fiduciaries of each other. Neither party shall have the power to bind or obligate the other. There shall be no liability on the part of one party to any third party for any liability or debts incurred by the other party. Each party shall be responsible for its own expenses and employees. Nothing herein shall prohibit Comodo and Subscriber from engaging in co-marketing efforts.
- 14.2. Adherence to Standards.** The parties agree to comply with any applicable privacy standards. Comodo and Subscriber agree to protect each other's intellectual property, good will, and reputation and to assume mutual fiduciary duties to protect each other's products and services.
- 14.3. Notices.** All notices shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to the addresses listed below the signature of each party in the Agreement.
- 14.4. Entire Agreement.** This Agreement with the attached Schedule shall constitute the entire agreement between the parties and shall supersede any other existing agreements between them, whether oral or written, with respect to the subject matter hereof. There are no oral understandings or undertakings of any kind.
- 14.5. Modifications and Waiver.** Except as otherwise specified herein, all amendments to this Agreement must be in writing and signed by both parties. The failure of a party to enforce any of the terms or conditions herein shall not constitute a waiver of that party's rights to enforce each and every term and condition of this Agreement.
- 14.6. Force Majeure and Internet Frailties.** Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such party's reasonable control. Each party acknowledges that the Internet consists of a series of networks that are subject to failures and errors. In no event shall either party be liable for or as a result of any such failures or errors.

- 14.7. Impossibility.** Neither party shall be liable for failing to fulfill any provision of this Agreement that is rendered impossible as a result of an operation of law or because of an act of a government or political subdivision having jurisdiction over the party or over a parent of the party.
- 14.8. Governing Law and Venue.** This Agreement shall be interpreted and construed under the laws of England and Wales without regard to any conflicts of law principles. Any claims or legal actions by one party against the other arising under this Agreement shall be commenced in the courts of England and Wales. Both parties hereby submit to the jurisdiction and venue of any such court.
- 14.9. Assignment.** Subscriber may not assign, in whole or in part, its rights, duties, or obligations under this Agreement to any person or entity, without the prior written consent of Comodo. Any attempt to do so shall be void and shall be a material breach of this Agreement. Comodo may assign this Agreement in its sole discretion.
- 14.10. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.
- 14.11. Survival.** All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.
- 14.12. Rights of Third Parties.** There are no third party beneficiaries under this Agreement.

SCHEDULE 2

Price List