

Webhost RA Agreement

This Webhost RA Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between Comodo CA Limited ("Comodo"), a United Kingdom corporation, and _____ ("Webhost"), a _____ corporation.

WHEREAS, Comodo is a certificate authority that provides, among other products and services, SSL certificates; and

WHEREAS, by virtue of Webhost's expected or demonstrated experience and service to Comodo, Comodo wishes to engage Webhost as an independent contractor to validate and approve the issuance of certificates to its customers in accordance with Schedule 1 of this Agreement, which is fully incorporated herein.

NOW, THEREFORE, for and in consideration of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Grant of Rights. Subject to Schedule 1, Comodo grants Webhost a world-wide, limited, revocable, non-exclusive, non-transferable, non-sublicensable right, during the Initial Term or any Renewal Term, to market, promote, and sell the products identified in Schedule 2 to Webhost's customers. Comodo may, upon written notice to Webhost, change, modify, or discontinue any products. All rights not expressly granted herein are reserved to Comodo.
2. Account. Comodo shall create an account for Webhost's sole use to order selected Subscription Services. Access to the Account is considered Confidential Information. Webhost shall be responsible for any use of the Account, regardless of whether such use is approved or authorized by Webhost. The Account shall display the pricing and Subscription Services that may be ordered by Webhost. All amounts owed to Comodo will be deducted from any funds deposited into the Account.
3. Deposit. On or before the Effective Date of this Agreement, Webhost will pay to Comodo _____ (\$_____ US) as an initial credit to the Account for ordering the Subscription Services. In the event that there are insufficient funds in the Account, Comodo shall invoice Webhost for each Subscription Service ordered. Webhost shall pay each invoice within thirty (30) days of receipt. Webhost may deposit additional funds into the Account at any time, and any unused Account funds shall roll over to the next Renewal Term. However, unused Account funds are non-refundable and will not be returned to Webhost upon termination or expiration of this Agreement. Amounts paid or owed to Comodo may be adjusted for price adjustments, return of Subscription Services by Subscribers for credit/refund, and the like by crediting or debiting Webhost in the month subsequent to such adjustment.
4. Appointment as RA. Comodo hereby appoints Webhost as a Registration Authority and grants to Webhost a limited, revocable, non-exclusive, non-transferable license to validate, manage, revoke, and request Comodo branded certificates in accordance with the Comodo CPS for use by Webhost's Subscribers. Webhost is not appointed as a Registration Authority for EV Certificates and such Certificates may only be validated and issued by Comodo. Comodo may revoke Webhost's authority as a Registration Authority at any time. If revoked, Comodo will validate all and manage all Certificates ordered by Webhost's 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, Webhost 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, Ltd.

Webhost

By: _____
Name:
Title:

By: _____
Name:
Title:

Address for Notices:
26 Office Village
3rd Floor, Exchange Quay, Trafford Road
Salford, Manchester M5 3EQ
United Kingdom

Address for Notices:

SCHEDULE 1

TERMS AND CONDITIONS

1. Definitions

- 1.1. **Agreement:** The Agreement between Comodo and Webhost, including the signed agreement and these terms and conditions.
- 1.2. **Account:** A webhost account provided for Webhost's sole use to order selected Subscription Services. Access to the Account is considered Confidential Information. Pricing for the Subscription Services shall be set forth in the Account as determined by the initial deposit made by Webhost.
- 1.3. **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.
- 1.4. **Certification 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 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 EV Guidelines as published by the CA/Browser Forum. Usage of EV Certificates shall at all times comply strictly with the requirements of the EV Guidelines and Comodo's EV CPS. EV Certificates will only be validated and issued by Comodo.
- 1.8. **Private Key:** The key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
- 1.9. **Public Key:** The key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

- 1.10. **Registration Authority (“RA”)**: Webhost, who is herein appointed as an agent designated by Comodo to validate customers in accordance with the Comodo Certificate Practice Statement and the Webhost RA Validation Guidelines and to issue Certificates to the validated customers. As a Registration Authority, Webhost shall perform the validation process described in the Comodo CPS for each Certificate issued through its account.
- 1.11. **Relying Party**: Any entity that relies on a valid Certificate and meets the conditions found in the Relying Party Agreement.
- 1.12. **Relying Party Agreement**: An agreement set forth in the Comodo Repository governing the use of a Certificate by a Relying Party.
- 1.13. **Repository** The publicly available collection of databases for storing and retrieving information relating to Certificates and which may be accessed via the Comodo website. The Repository is located at www.comodo.com/repository.
- 1.14. **Subscriber**: The entity receiving the Subscription Services from Comodo through Webhost.
- 1.15. **Subscriber Agreement**: An agreement between Comodo and the Subscriber that specifies the rights and responsibilities of the parties in connection with the Subscription Services.
- 1.16. **Subscription Services**: The Comodo products and services available for resell by Subscriber, including the Certificates and Vulnerability Scanning Services.
- 1.17. **TrustLogo**: A logo provided by Comodo for use on a Subscriber's site.
- 1.18. **Vulnerability Scanning Services**. Comodo's vulnerability scanning services, including its HackerProof and HackerGuardian products.
- 1.19. **Webhost RA Validation Guidelines**: A document detailing Webhost's validation and issuance responsibilities. The Webhost RA Validation Guidelines are available at http://www.comodopartners.com/repository/webhost/Validation_Guidelines_for_Web_Hosts.pdf and may be updated in Comodo's sole discretion. Updated guidelines shall be effective upon the earliest of their receipt by Webhost or their posting on the Comodo website.

2. General

- 2.1. **Registration**. The licenses granted herein are contingent upon Comodo's successful validation of Webhost, and Comodo may carry out a background and credit check as part of such validation. Webhost shall supply any information to Comodo as may be required by Comodo. Webhost must update this information as such information changes. Comodo may refuse to allow Webhost to participate in the webhost program in its sole discretion and may change the criteria and information required to become a webhost at any time.
- 2.2. **Non-Exclusive**. All rights granted to Webhost herein are non-exclusive. Comodo may appoint other distributors for its Subscription Services and may sell the Subscription

Services directly in each case without incurring any obligation for commission or compensation to Webhost.

- 2.3. Subscriber Agreement. Each Subscriber is required to execute, electronically or in writing, a Subscriber Agreement dictating the terms of use of the Subscription Services. 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.
- 2.4. Reporting of Errors. Webhost shall document and promptly report to Comodo any errors or malfunctions associated with the Subscription Services. Webhost 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 Webhost through its RA training program. Webhost must complete the training program prior to validating or authorizing the issuance of certificates.
- 3.2. Skill Level. Webhost must ensure that its Validation Specialists have sufficient training and skill to perform the validation required for each Certificate.
- 3.3. 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.
- 3.4. Certificate Warranties. Certificate Warranties shall apply to the Certificates sold by Webhost. 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.
- 3.5. Validation. For non-EV Certificates and TrustLogos, Webhost shall validate each Subscriber requesting a Certificate in accordance with the Webhost RA Validation Guidelines prior to issuing the Certificate. No Certificate shall be issued until all validation procedures are completed. No fees shall be owed to Comodo for Certificates that fail validation. At Webhost’s written request, Comodo shall validate the Subscribers for Webhost at no additional charge or cost to Webhost. When validating customers for Webhost, Comodo shall follow the validation process outlined in the Comodo CPS. Webhost is not authorized to validate or issue EV Certificates, and all EV Certificates shall be fully validated by Comodo prior to being issued.
- 3.6. TrustLogos for Certificates. TrustLogos may only be displayed by Subscribers after completing the validation procedures outlined in the Webhost Validation Guidelines. When revoking a Certificate, Webhost shall also revoke any TrustLogos issued to the

same site. The TrustLogo may not be modified in any manner. The TrustLogo 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. Webhost 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 Webhost'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 Webhost's validation process. Webhost must make its records related to the issuance of Certificates open and available to Comodo upon request. If the Webhost has failed to follow the Webhost RA Validation Guidelines when issuing a Certificate, Webhost 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) Webhost 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 Webhost's Account, has been misused or is compromise or may be disclosed if the Certificate is not revoked;
 - (iv) Webhost violates any of its material obligations under the Agreement;
 - (v) Webhost 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) Webhost 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. Vulnerability Scanning Services

- 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. Pricing & Payment

- 5.1. Customer Pricing. Webhost may establish all prices to be charged to its Subscribers ("Retail Price"). All of Webhost's invoices and all financing arrangements will be provided by Webhost directly to its customers. Subscribers shall make all payments directly to Webhost. Comodo shall have the right to refuse an order for any reason in Comodo's sole discretion.
- 5.2. Amendments. Comodo may amend the prices listed on its website or in Webhost's Account at any time. Comodo may also amend its website, Subscriber Agreements, the Webhost RA Validation Guidelines, 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 Webhost's receipt of such changes. Webhost's continued use of its Account or continued participation in the Comodo webhost program shall constitute Webhost's acceptance of the amendments. In the event that an amendment materially affects Webhost's rights herein, Webhost may terminate the Agreement within twenty (20) days of the effective date of the change.
- 5.3. Webhost Compensation. Webhost shall retain, as the sole compensation for its services, the amount collected by Webhost from the Subscribers ordering the Subscription Services. Comodo will not pay any compensation for consulting services or field service performed by Webhost in connection with the Agreement.

- 5.4. Taxes. Webhost is solely responsible for payment of any taxes resulting from Webhost's possession, use and sale of the Subscription Services.

6. Marketing

- 6.1. Material. Subject to Section 7.4, Comodo grants Webhost 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 Subscription Services identified in the Account. Re-branding of the Subscription Services is not allowed.
- 6.2. Restrictions. Webhost 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. Webhost shall use only facts that Comodo itself uses in its non-confidential written materials to market the Subscription Services.
- 6.3. Technical Competence. Webhost shall become sufficiently knowledgeable the Subscription Services and their uses in order to demonstrate, market, and provide basic training.
- 6.4. Comodo Marketing. Webhost hereby grants Comodo a non-exclusive, non-transferable, non-sublicensable, royalty-free worldwide license for the term of the Agreement to use Webhost's trademarks in Comodo's marketing material. The goodwill associated with the use of the same shall inure solely to the benefit of Webhost.

7. Intellectual Property Rights

- 7.1. Comodo IP Rights. Comodo shall retain, and neither Webhost nor any Subscriber shall obtain or claim, any and all title, interest, and ownership rights in:
- (i) the Subscription Services, including 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 Webhost, and
 - (iv) all of Comodo's copyrights, patent rights, trade secret rights and other proprietary rights.
- 7.2. Webhost IP Rights. Webhost shall retain, and Comodo shall not obtain or claim, any ownership rights, interest, or title to any Webhost products bundled with the Subscription Services.
- 7.3. 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 the Agreement or restrict access to the Subscription Services.

- 7.4. Use of Trademarks. Any use of Comodo's trademarks, and the goodwill deriving therefrom, shall inure only to the benefit of Comodo. Webhost will not register any of Comodo's trademarks or any confusingly similar marks. Except with the express written permission of Comodo, Webhost may not use any Comodo trademark as part of Webhost's company name or as Webhost's domain names. Webhost will not use, market, promote, sell, or otherwise make available 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 the 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 Webhost is engaged in illegal or fraudulent activity or an activity that could harm Comodo's business practices;
- (iv) immediately, if Webhost 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 the Agreement, all rights and licenses granted herein to Webhost shall terminate and revert to Comodo. Webhost shall:

- (i) immediately cease all advertising, marketing, and sales of the Subscription Services;
- (ii) 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;
- (iii) immediately cease validating and issuing Certificates;
- (iv) within ten (10) days, transfer any domain names containing a Comodo trademark to Comodo,
- (v) within ten (10) days, pay to Comodo any fees owed as of the date of termination;
- (vi) continue to comply with the confidentiality requirements set forth in the Agreement;
- (vii) within ten (10) days, deliver to Comodo all sales manuals, price lists, literature and other materials relating to Comodo; and
- (viii) immediately discontinue all representations or statements that could infer that a relationship exists between Comodo and Webhost.

10. Webhost Responsibility

- 10.1. Responsibility. Webhost is solely responsible for its conduct and its website maintenance, operation, development, and content. Webhost shall promptly inform Comodo if it becomes aware of any misuse of the Subscription Services by a Subscriber. Webhost shall assist Comodo in preventing, curing, and rectifying any such misuse by a Subscriber.
- 10.2. No Illegal and Deceptive Acts. Each party shall:
- (i) abide by all applicable laws and regulations in the use, marketing, and promoting of the Subscription Services,
 - (ii) not impersonate any person or entity or falsely state or otherwise misrepresent the party's affiliation with any person or entity,
 - (iii) not use the Subscription Services for illegal or immoral purposes,
 - (iv) comply with all regulations, policies, and procedures of the networks connected to the Subscription Services
 - (v) except as allowed herein, not use the other party's trademarks in a way that implies endorsement of the other party's products,
 - (vi) not post or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically, or otherwise objectionable material of any kind or nature, and
 - (vii) not transmit or post any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or criminal offense, or violate any applicable laws or regulations.
- 10.3. System Integrity. Webhost shall not upload or distribute any files or software that may damage the operation of another's computer. Webhost shall not use any device, software, or routine that interferes with or attempts to interfere with the proper functioning of the Comodo website or with any transactions conducted through the Comodo website. Webhost shall not take any action that imposes an unreasonably or disproportionately large load on Comodo's infrastructure
- 10.4. 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. Webhost 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 Webhost must comply with the list as it exists in fact. Webhost 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 WEBHOST'S VIOLATION OF ANY EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES OR FOREIGN LAW.**

11. Indemnification

- 11.1. Webhost 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 Webhost's activities as a Registration Authority, Webhost's negligence or willful misconduct in the performance of the Agreement, or Webhost's breach of the terms of the Agreement.
- 11.2. If Comodo seeks indemnity under this section, Comodo shall promptly provide to Webhost notice of any claim or action giving rise to the right of indemnification; permit Webhost to control the defense and retain counsel to represent Comodo, the costs and fees of which shall be borne by Webhost; and provide reasonable cooperation to Webhost in the defense and/or settlement of the action.

12. Disclaimer and Limitation of Liability

- 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 Webhost'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 WEBHOST'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 WEBHOST FOR THE SUBSCRIPTION SERVICE GIVING RISE TO SUCH LIABILITY. FURTHERMORE, WEBHOST 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. Webhost 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 confidentiality obligations and any actions based on the sale of EV Certificates, all actions or claims relating to the Agreement must be brought within one (1) year from the date when the cause of action occurred.
- 13.2. Remedy. Webhost'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, Webhost'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 Webhost failed to promptly report to Comodo the existence and nature of the defect.

14. Miscellaneous

- 14.1. Independent Contractors. Comodo and Webhost are acting as independent contractors and not as employees or agents of the other. Comodo and Webhost 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 Webhost from engaging in co-marketing efforts.
- 14.2. Adherence to Standards. The parties agree to comply with any applicable privacy standards. Comodo and Webhost 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 in the Agreement.
- 14.4. Entire Agreement. The Agreement, including this schedule and all documents referred to herein, 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. Counterparts. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Agreement.
- 14.6. Modifications and Waiver. Except as otherwise specified herein, all amendments to the 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 the Agreement.

- 14.7. Force Majeure and Internet Frailties. Any delays in or failure by either party in the performance of any obligation under the 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.
- 14.8. Impossibility. Neither party shall be liable for failing to fulfill any provision of the 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.
- 14.9. Governing Law and Venue. The 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 the Agreement shall be commenced in the courts of England and Wales. Both parties hereby submit to the jurisdiction and venue of any such courts.
- 14.10. Assignment. Webhost may not assign, in whole or in part, its rights, duties, or obligations under the 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 the Agreement. Comodo may assign the Agreement in its sole discretion.
- 14.11. Severability. If any provision of the 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.
- 14.12. Survival. All provisions of the Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of the Agreement.
- 14.13. Rights of Third Parties. There are no third party beneficiaries under the Agreement.

SCHEDULE 2

Pricing