

# Webhost RA Click-Through Agreement

IMPORTANT—PLEASE READ THESE TERMS CAREFULLY BEFORE APPLYING FOR THE COMODO WEBHOST RA PROGRAM OR USING A COMODO WEBHOST ACCOUNT. BY APPLYING FOR THE WEBHOST PROGRAM, BY USING A COMODO ACCOUNT, OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR OR USE A WEBHOST ACCOUNT AND DO NOT CLICK ON “I ACCEPT” BELOW.

This Webhost RA Agreement (the “Agreement”) is a legal contract between you, as either an individual or as a business entity (“Webhost”), and Comodo CA, Limited (“Comodo”), which has its principal place of business at 26 Office Village 3<sup>rd</sup> Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom. Failure to abide by the terms and conditions herein shall void any and all obligations of Comodo hereunder.

## 1. Definitions

- 1.1. 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. The certificate data items include, at least, the identify of the subject; the public key value; the identity of the certification authority that signs the certificate; and the certificate’s serial number.
- 1.2. Certification Practice Statement (CPS):** One of several Comodo documents providing the framework under which Certificates are created, issued, managed and used.
- 1.3. Certificate Warranty:** A warranty offered by Comodo for the sole use of Relying Parties. Certificate Warranties are the controlled by the terms and conditions of the Comodo Certificate Warranty and Relying Party Agreement as set forth in the Repository.
- 1.4. 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 shall include, but not be limited to, (a) any and all information regarding or related to any software utilized by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, all personal identification numbers and passwords; and (b) any information which concerns technical details of the operation of any of the Comodo services and products offered hereunder.
- 1.5. 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.
- 1.6. 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.

- 1.7. 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.
- 1.8. 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.
- 1.9. Relying Party:** Any person (individual or entity) that relies on a valid Certificate.
- 1.10. 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](http://www.comodo.com/repository).
- 1.11. TrustLogo:** A logo provided by Comodo for use on a Subscriber's site.
- 1.12. Subscriber:** The entity being issued a Certificate whose identity is unambiguously bound to a Public Key also specified in the Certificate.
- 1.13. Subscriber Agreement:** An agreement between Comodo and the Subscriber named or to be named in the Certificate that specifies the rights and responsibilities of the parties.
- 1.14. 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](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.
- 1.15. Webhost Registration Form:** A form available through the Comodo website that requests certain information about Webhost.

## 2. License

- 2.1. Grant of Rights.** Subject to the terms and conditions of this Agreement, 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 on the Comodo website to Webhost's customers. Comodo may, upon written notice to Webhost, change, modify, or discontinue any products.
- 2.2. Appointment as RA.** Comodo hereby appoints Webhost as a registration authority and grants to Subscriber a limited, revocable, non-exclusive, non-transferable license to manage, revoke, and request Comodo branded certificates for its customers.
- 2.3. Non-Exclusive.** All rights granted to Webhost under this Agreement are non-exclusive. Comodo re-

serves the right to appoint additional webhosts, distributors, and sales representatives for Comodo's products. Comodo reserves the right to market and sell its products directly in each case without incurring any obligation for commission or compensation to Webhost.

**2.4. Limited Rights.** All rights not expressly granted to Webhost are reserved to Comodo.

### 3. Account

**3.1. Registration.** Webhost shall provide the information specified on the Webhost Registration Form. Comodo reserves the right to carry out a background and credit check on Webhost. Webhost shall supply any additional information that may from time to time be required by Comodo. If any information provided to Comodo becomes inaccurate, not current, or incomplete, then Webhost shall immediately provide Comodo with updated or corrected information. Comodo retains the right to terminate this agreement if it discovers that any information provided was inaccurate or incomplete. Comodo may refuse to allow Webhost to participate in its webhost program in its sole discretion and may change the criteria and information required to become a webhost at any time.

**3.2. Account.** Upon Comodo's review and acceptance of the Webhost Registration Form and in Comodo's sole discretion, Comodo shall create an account for Webhost through which Webhost may order and manage the Certificates it orders. The account is provided solely for Webhost's own use. All access information related to the account shall be treated as Confidential Information. Webhost shall be responsible for any use of its account, regardless of whether such use is approved or authorized by Webhost.

**3.3. Training.** Personnel performing validation duties ("Validation Specialists") must have skill training that covers basic Public Key Infrastructure (PKI) knowledge, authentication and verification policies and procedures, common threats to the validation process including phishing and other social engineering tactics. 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.

**3.4. Skill Level.** Webhost must ensure that its Validation Specialists qualify for each skill level required by the corresponding validation task before granting privilege to perform said task.

### 4. Certificates

**4.1. 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 should industry standards require Comodo to do so.

**4.2. Certificate Warranties.** All Certificate Warranties shall apply to Certificates sold by Webhost. Such Certificate Warranties shall be governed by and 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. Comodo shall indemnify Webhost and its directors, officers, employees, and agents against claims arising from a Certificate Warranty.

- 4.3. Subscriber Agreement.** Each customer ordering a Certificate is required to execute, electronically or in writing, a Subscriber Agreement dictating the terms of use of the certificate. The Subscriber Agreements are set forth in the Comodo repository at <http://www.comodo.com/repository>. A Certificate must not be issued to customers who refuse or fail to execute a Subscriber Agreement. Subscriber Agreements are subject to change by Comodo without notice. All such changes shall be effective immediately upon its posting to the Repository.
- 4.4. 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.
- 4.5. TrustLogos.** 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, including changing the data contained within the logo or changing its size. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. Reporting of Errors.** Webhost shall document and promptly report to Comodo any errors or malfunctions associated with a Comodo product. Webhost shall promptly assist Comodo in rectifying any errors or malfunctions in a product as may be reasonably requested by Comodo.
- 4.9. Revocation.** Certificates issued by Webhost 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) Webhost indicates that the original request for the Certificate was not authorized and does not retroactively grant authorization;

- (III) Comodo obtains reasonable evidence or has a reasonable belief that the Private Key corresponding to the Public Key in the certificate has been compromised, that the Certificate has been misused, or that a personal identification number, private key or password has, or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way;
- (IV) Comodo receives notice or otherwise become aware that Webhost violates any of its material obligations under this Agreement or under the current validation guidelines provided to Webhost by Comodo;
- (V) Webhost has used its Account or a Comodo product contrary to law, rule or regulation;
- (VI) Comodo reasonably believes that 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;
- (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; Comodo's right to issue Certificates under any applicable guidelines has been revoked or terminated;
- (XI) Comodo receives notice or otherwise becomes aware that 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) either Webhost's or Comodo's obligations under this Agreement are delayed or prevented by a natural disaster, computer or communications failure, or other cause beyond the person's reasonable control, and, as a result, another person's information is materially threatened or compromised;
- (XIII) the Certificate was issued to persons or entities identified as publishers of malicious software or that impersonated other persons or entities;
- (XIV) the Certificate was issued as a result of fraud or negligence; or
- (XV) the Certificate, if not revoked, will compromise the trust status of Comodo.

**4.10. 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. Comodo will review support levels with Webhost on a monthly basis.

## 5. Pricing & Payment

**5.1. Prices.** Webhost may purchase the Comodo products set forth on the Comodo website during the registration process. Webhost will pay the amounts listed therein for each product or service ordered. The amount owed for each product and service is determined by the initial deposit made by Webhost.

**5.2. Orders.** Within five (5) days of signing this Agreement and on or before each anniversary date of this

Agreement, Webhost will pay Comodo the amount selected during the registration process. These funds shall be credited to Webhost's account ("Account"). All amounts owed to Comodo by Webhost for purchased products shall be deducted from the Account. In the event that there are insufficient funds in the Account, Comodo shall invoice Webhost for each product. Webhost agrees to pay the invoice within thirty (30) days of receipt of the invoice. Webhost may deposit additional funds into the Account at any time. Unused Account funds shall roll over to the next Renewal Term. Unused Account funds are non-refundable and will not be refunded to Webhost upon termination or expiration of this Agreement. Amounts paid or owed to Comodo may be adjusted for price adjustments, return of products by customers for credit/refund, and the like by crediting or debiting Webhost in the month subsequent to such adjustment.

- 5.3. Customer Pricing.** Webhost may establish all prices to be charged to its customers ("Retail Price"). All of Webhost's customer invoices and all financing arrangements will be provided by Webhost directly to its customers. Webhost's customers shall make all payments directly to Webhost. Comodo shall have the right to refuse an order for any reason in Comodo's sole discretion.
- 5.4. Amendments.** Comodo may establish, change, alter, or amend, in its sole discretion, the price list on its website and the other terms and conditions related to the sale of its products, including the terms of this Agreement, the Webhost RA Validation Guidelines, and any documents in the Repository or on another Comodo website. All changes are effective upon the earliest of Comodo's posting of the changes on its website or Webhost's receipt of such changes. Except for changes to the pricing for EV Certificates, Comodo shall notify Webhost of any changes to its pricing a minimum of seven (7) days prior to their effective date. Comodo shall notify Webhost of any changes to its prices for EV Certificates a minimum of ten (10) days prior to the effective date of the change. Webhost's continued issuance of Certificates shall constitute Webhost's acceptance of the amendments. In the event that an amendment materially affects Webhost's rights herein, Webhost may terminate this Agreement within twenty (20) days of the effective date of the change.
- 5.5. Webhost Compensation.** Webhost shall retain, as the sole compensation for its services, the amount collected by Webhost from its customers for ordered Comodo products. Webhost is not entitled to any compensation for consulting services or field service performed in connection with this Agreement.
- 5.6. Taxes.** Webhost is solely responsible for payment of any taxes resulting from Webhost's possession, use and sale of the products.

## 6. Marketing

- 6.1. Material.** Comodo grants Webhost a non-exclusive, non-transferable, non-sublicensable, royalty-free license for the term of this Agreement to display Comodo's trade marks, service marks, logos, search boxes, search results, graphics, buttons, banners, link code, HTML, Javascript, Flash, and business names to market and promote Comodo's products. Re-branding of Comodo's products is not allowed. All product labeling and trademarks positioned by Comodo must remain unmodified. All marketing material must refer to the products as Comodo branded products.
- 6.2. Restrictions.** Webhost shall not use any advertising material or documentation that refers to Comodo or its products without first 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 ma-

terials to represent Comodo products.

- 6.3. Technical Competence.** Webhost shall become sufficiently knowledgeable about Comodo's products and their uses in order to demonstrate, market, and provide basic training about the products. Comodo shall provide Webhost a one-time training session on the products at no cost or expense. The training session shall be via telephone, video conference, or webinar at a time and date later agreed to by the parties.
- 6.4. Comodo Marketing.** Webhost hereby grants Comodo a non-exclusive, non-transferable, non-sub-licensable, royalty-free worldwide license for the term of this Agreement to use Webhost's trade marks, service marks, logos, search boxes, domain names, urls, search results, graphics, buttons, banners, and business names 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 its customers shall obtain or claim, any and all title, interest, and ownership rights in:
- (I) Comodo's products, including all techniques and ideas embedded therein,
  - (II) all copies or derivative works of Comodo's products (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 a Comodo product.
- 7.3. Copyrights.** Comodo's products may not be used to post or make accessible any material that infringes the copyright of a third party. If Comodo reasonably believes that a product is being used in such a manner, Comodo may, in its sole discretion, terminate this Agreement or restrict access to its products.
- 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 agrees not to register any of Comodo's trademarks or any confusingly similar marks. Webhost may not use any Comodo trademark as part of Webhost's company name. Webhost will use commercially reasonable efforts to ensure that its employees and agents will comply with this Agreement. Webhost will not use, market, promote, sell, or otherwise make available the products 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 pornography, crime, defamation, or copyright infringement.
- 7.5. Ownership.** Comodo represents and warrants that it is either the owner of the products identified on Comodo's website or that it has a valid license to market, distribute, and use such products.
- 7.6. EV AUTO-Enhancer™** for Windows uses Microsoft Detours Professional 2.1. Detours is Copyright 1995-2004, Microsoft Corporation. Portions of the Detours package may be covered by patents owned by Microsoft corporation.

Microsoft, MS-DOS, Windows, Windows NT, Windows 2000, Windows XP, and DirectX are registered trademarks or trademarks of Microsoft Corporation in the U.S. and other countries.

## 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. Term and Termination

**9.1. 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.

**9.2. Term.** 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 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.

**9.3. Events Upon Termination.** Upon termination of this Agreement, all rights and licenses granted herein to Webhost shall terminate and revert to Comodo. Within ten (10) days of termination of this Agreement, Webhost shall: (i) cease all advertising, marketing, and sales of Comodo's products; (ii) cease all use of Comodo's trademarks; (iii) pay to Comodo any fees owed as of the date of termination; (iv) continue to comply with the confidentiality requirements set forth in this Agreement; (v) deliver to Comodo all sales manuals, price lists, literature and other materials relating to Comodo; and (vi) discontinue all representations or statements that could infer that a relationship exists between Comodo and Webhost. Within ten (10) days of termination of this Agreement, Comodo shall: (i) cease all use of Webhost's trademarks; (ii) continue to comply with the confidentiality requirements set forth in this Agreement; and (iii) discontinue all representations or statements that could infer that a relationship exists between Comodo and Webhost.

**9.4. Account.** At the end of the Initial Term or any applicable Renewal Term, any unused Account funds will roll over to the next Renewal Term and shall be available for Webhost to order Comodo products. All Account funds are non-refundable and shall not be returned to Webhost upon the termination or expiration of this Agreement.

## 10. Webhost Responsibility

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

**10.2. Customer Responsibility.** Webhost shall promptly inform Comodo if it becomes aware of any misuse of a Comodo product by a customer of Webhost. Webhost shall promptly assist Comodo in preventing, curing, and rectifying any misuse of the products by Webhost's customers.

**10.3. No Illegal and Deceptive Acts.** Each party shall:

- (I) abide by all applicable laws and regulations in the use, marketing, and promoting of the products, including the Data Protection Acts of 1984 and 1998,
- (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 products for illegal or immoral purposes,
- (IV) comply with all regulations, policies, and procedures of the networks connected to Comodo's products,

- (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.

**10.4. 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

**10.5. 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 certificates, software, hardware, technical information, or any other technology signed by a Comodo certificate, to any country 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 agrees to comply with any other applicable export or import laws which may apply. Webhost shall be solely responsible for the procurement and renewing of any export or import licenses required to sell and distribute the products to its customers and shall pay all costs and expenses in connection with such procurement and renewal. COMODO SHALL NOT BE LIABLE FOR WEBHOST'S VIOLATION OF ANY EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES OR FOREIGN LAW.

## 11. Warranties

**11.1. Webhost** represents and warrants that its activities with respect to the Certificates, including all advertising and promotional activities, does not and will not:

- (I) violate any law or regulation,
- (II) infringe or violate any third party copyright, patent, trademark, trade secret, or other intellectual property right,
- (III) breach any duty or rights owed by Webhost to any person or entity,
- (IV) constitute consumer fraud, product liability, tort, breach of contract, injury, damage, or harm of any kind to any person or entity,
- (V) incorporate anything that could be false or misleading, or
- (VI) contain any defamatory, libelous, slanderous, or threatening statements.

**11.2. Each party** is a validly formed entity and has the rights and powers necessary to enter into this Agreement.

## 12. Indemnification

**12.1. 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:

- (I) Webhost's negligence or willful misconduct in the performance of this Agreement or
- (II) Webhost's breach of the terms of this Agreement.

**12.2. Comodo** shall defend, indemnify and hold harmless Webhost 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 Webhost arising out of:

- (I) Comodo's negligence or willful misconduct in the performance of this Agreement, or
- (II) Comodo's breach of the terms of this Agreement.

**12.3. A party** seeking indemnity ("Indemnitee") under this section shall:

- (I) promptly provide to the other party ("Indemnifier") notice of any claim or action giving rise to the right of indemnification;
- (II) permit the Indemnifier to control the defense and retain counsel to represent the Indemnitee, the costs and fees of which shall be borne by the Indemnifier;
- (III) provide reasonable cooperation to the Indemnifier in the defense and/or settlement of the action.

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

**13.1. 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.

**13.2. Damage Waiver.** EACH PARTY WAIVES LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF THE PRODUCTS. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF A PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMODO DOES NOT GUARANTEE THAT ITS PRODUCTS WILL MEET WEBHOST'S REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO ITS PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

**13.3. Damage Limitation.** Comodo's maximum liability under this Agreement is limited to the amount paid by Webhost under this Agreement. This limitation of liability applies regardless of the reason for the liability, including any claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. This limitation applies regardless of whether other provisions of this Agreement have been breached or proven ineffective.

**13.4. 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.

## 14. Remedy

**14.1. 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 this Agreement must be brought within one (1) year from the date when the cause of action occurred

**14.2. 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.

## 15. Independent Contractor

**15.1. 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.

## 16. Miscellaneous

**16.1. 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.

**16.2. Notices.** All notices shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to the Comodo at 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom. Notices to Webhost shall be sent to the address provided during the registration process.

**16.3. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement.

**16.4. 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.

- 16.5. Modifications and Waiver.** Except as otherwise specified herein, neither party may change or modify any of the terms or conditions of this Agreement unless the modification is 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.
- 16.6. 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, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. 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.
- 16.7. 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.
- 16.8. Governing Law and Venue.** This Agreement shall be interpreted and construed under the laws of the United Kingdom 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 the United Kingdom. Both parties hereby submit to the jurisdiction and venue of any such court.
- 16.9. Assignment.** Neither party shall assign, in whole or in part, its rights, duties, or obligations under this Agreement to any person or entity whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise, without the prior written consent of the other party. Any attempt to do so shall be void and shall be a material breach of this Agreement.
- 16.10. 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.
- 16.11. Survival** All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.
- 16.12. Rights of Third Parties.** There are no third party beneficiaries under this Agreement.

## ACCEPTANCE

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BOTTON IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.