

COMODO EV CERTIFICATE SUBSCRIBER AGREEMENT

This Subscriber Agreement is entered into this _____ day of _____, 2007 ("Effective Date"), by and between Comodo CA, Ltd. ("Comodo"), with its principal business location located at 3rd Floor, Office Village, Exchange Quay, Trafford Road, Salford, Manchester, M5 3EQ, United Kingdom and _____ (the "Subscriber", "Applicant" or "you"), which shall individually be known as a "Party" or collectively as the "Parties".

WHEREAS, Subscriber wishes to purchase, and Comodo agrees to provide if possible, extended validation ("EV") 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. Definitions and Interpretations

1.1. By purchasing or otherwise applying for Comodo's Subscription Service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Comodo service(s) or to modify or cancel your Comodo service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you is your agent with full authority to act on your behalf with respect to such services.

1.2. In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

"Applicant" means the entity that applies for (or seeks renewal of) an EV Certificate naming it as the Subject.

"Application Software Vendor" means a developer of Internet browser software or other software that displays or uses certificates and distributes root certificates, such as KDE, Microsoft Corporation, Mozilla Corporation, Opera Software ASA, and Red Hat, Inc.

"Business Day" means any calendar day that is Monday to Friday inclusive, excluding any days on which the banks in the United States are closed for business.

"Comodo CPS" means the Comodo Certificate Practice Statement, as amended from time to time, available at www.comodogroup.com/repository, a document setting out the working practices that Comodo employs for the Subscription Service and which defines the underlying certificate processes and Repository operations, as may be amended from time to time.

"Confidential Information" means all material, data, systems and other information concerning the operation, business, projections, market goals, strategies, techniques, financial affairs, products, services, research and development, customer and vendor-related data, services and/or support, 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 Private Keys, personal identification numbers and passwords; and (b) any information which concerns technical details of operation of any of the Comodo services and products offered hereunder.

“Contract Signer” means a natural person who is employed by Applicant, or an authorized agent who has express authority to represent Applicant who has authority on behalf of Applicant to sign this Agreement on behalf of Applicant.

“CRL” means a certificate revocation list that contains details of Digital Signatures that have been revoked by Comodo.

“Digital Certificate” (also “Certificate”) means a digitally signed electronic data file (conforming to the X509 version 3 ITU standard) issued by Comodo in order to identify a person or entity seeking to conduct business over a communications network using a Digital Signature and which contains the identity of the person authorized to use the Digital Signature and a copy of their Public Key, a serial number, a time period during which the Digital Certificate may be used and a Digital Signature issued by Comodo.

“Digital Signature” means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.

“Domain Name” means a name registered with an Internet registration authority for use as part of a Subscriber's URL.

“Effective Date” means the date when Comodo receives the Subscriber's request for Subscription Service set out in the Enrollment Form and sent to Comodo via the online registration process.

“Enrollment Form” means an electronic form on Comodo' Website completed by the Subscriber by providing the Subscriber Data and which identifies the requirements for the Subscription Service.

“EV Certificate Beneficiaries” means the Subscriber, the Subject named in the Digital Certificate, all Application Software Vendors with whom Comodo has entered into a contract for inclusion of its root certificate in software distributed by such Application Software Vendors, and all Relying Parties that actually rely on such Digital Certificate during the period when it is valid.

“EV Guidelines” means 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 (also “Digital Certificates”), and which are available online at <http://www.cabforum.org>.

“EV Policies” means EV Certificate practices, policies and procedures, such as a certification practice statement (CPS) and certificate policy (CP), as further defined in Section 4 of the EV Guidelines.

“EV Enhancer™” means the process and related software used by Comodo to enable EV functionality on web browsing computers by pointing the web browser on the web browsing computer to a beacon website designed to download and install a new EV root certificate. The setup, configuration, development, installation, and use of the EV Enhancer™ shall at all times be protected by Subscriber as confidential information.

“EV AUTO-Enhancer™” means the patent-pending process and related software used by Comodo to enable EV functionality on web browsing computers using a modified Apache configuration file or the Comodo developed IIS plug-in. The setup, configuration, development, installation, and use of the EV AUTO-Enhancer™ shall at all times be protected by Subscriber as confidential information.

“Force Majeure Event” means, in relation to any party any circumstances beyond the reasonable control of that party including without prejudice to the generality of the foregoing any natural disaster, act or regulation of any governmental or supra-national authority, lack or shortage of materials

supplied by a third party (other than where such circumstances arise due to lack of reasonable planning), war or natural emergency, accident, epidemic, fire or riot.

“Insolvency Event” means, in respect of any company that is party to this Agreement, that such company has ceased to trade, been dissolved, suspended payment of its debts or is unable to meet its debts as they fall due, has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), entered into administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors or taken any steps for its winding-up.

“Internet” means the global data communications network comprising interconnected networks using the TCP/IP standard.

“Issue Date” means the date of issue of a Digital Certificate to the Subscriber.

“Place of Business” means the location of any facility (such as a factory, retail store, warehouse, etc) where the Applicant’s business is conducted.

“Private Key” means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, and decrypt files or messages which have been encrypted with a Public Key.

“Public Key” means 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.

“Relying Party” shall mean an individual or organization that acts in reliance on a Digital Certificate or a digital signature.

“Repository” means a publicly available collection of databases for storing and retrieving Digital Certificates, CRLs and other information relating to Digital Certificates and which may be accessed via the Comodo Website.

“Schedules” means the schedules attached to this Agreement.

“Selected Subscriber Data” means all of the Subscriber Data set out in the applicable Schedules to this Agreement marked with the initials ‘SSD’.

“Site” (also “Website”) means a collection of interconnected HTML web pages, including a home page, under the control of one entity.

“Software” means any software provided by Comodo to enable the Subscriber to access or use the Subscription Service.

“Subject” means the organization identified as the Subject in the Subject:organizationName field of an EV Certificate, whose identity is unambiguously bound to a Public Key also specified in the EV Certificate; and an Applicant once the EV Certificate it requested is issued.

“Subscriber” means the entity or organization named on the Enrollment Form during the online registration process and identified as the Subject in the Subject:organizationName field of an EV Certificate issued pursuant to the EV Guidelines, as qualified by the Jurisdiction of Incorporation or Registration information in the EV Certificate.

“Subscriber Data” means information about the Subscriber required by Comodo to provide the Subscription Service, including without limitation, the information set out in the applicable Schedules to this Agreement which must be provided by the Subscriber on the Enrollment Form during the online registration process.

“Subscription Service” means the Digital Certificate subscription services and any products (including Digital Certificates, Public Keys and Private Keys) and related services as described in the applicable Schedules to this Agreement.

“Subscription Service Period” means the time period during which a Digital Certificate remains valid and may be used as set out in the applicable Schedules.

“Third Party Data” means data, information or any other materials (in whatever form) not owned or generated by or on behalf of the Subscriber.

“URL” means a uniform resource locator setting out the address of a webpage or other file on the Internet.

- 1.3. Subject to Section 10, references to “indemnifying” any person against any circumstance include indemnifying and holding that person harmless from all actions, claims, and proceedings from time to time made against that person and all loss, damage, payments, cost, or expenses suffered, made, or incurred by that person as a consequence of that circumstance;
- 1.4. The applicable schedules to this Agreement form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the applicable schedules. To the extent that there is an inconsistency between the terms of the body of this Agreement and its Schedules, the terms of the body of this Agreement shall prevail.

2. **Provisioning the Subscription Service**

Provided that Comodo is able to validate, to its satisfaction, the Subscriber Data, and that Comodo accepts a Subscriber's application for the Subscription Service (as such application is set out in the Enrollment Form), Comodo shall provide to the Subscriber the Subscription Service in accordance with the terms of this Agreement and the applicable Schedules. Notwithstanding the foregoing, Comodo reserves the right to refuse a Subscriber's application at its sole discretion and for any reason.

3. **Use of the Subscription Service**

- 3.1. License. Comodo grants the Subscriber a revocable, non-exclusive, non-transferable license to use any Digital Certificates provided to Subscriber by Comodo in accordance with the Subscription Service, any Digital Signature generated using the Subscriber's Public Key and Private Key, and any manuals or other documents relating to the above insofar as is necessary for the Subscriber to utilize the Subscription Service. The Subscription Service is provided by Comodo for the Subscriber's sole use. Comodo also grants the Subscriber a revocable, non-exclusive, non-transferable license to install and use EV Enhancer™ and EV AUTO-Enhancer™ to assist Subscriber's customers in installing and using EV Certificates. Subscriber may reproduce, copy, and duplicate the Software to the extent required to enable EV Certificates on the Subscriber's customer's computer.
- 3.2. Subscriber Obligations. Subscriber agrees and warrants that, as related to and for the benefit of Comodo and the Certificate Beneficiaries, it shall:
 - (i) use or access the Subscription Service only in conjunction with the Software or other software that may be provided by Comodo from time to time or specified by Comodo to be appropriate for use in conjunction with the Subscription Service;

- (ii) install the EV Certificate only on the server accessible at the domain name listed on the EV Certificate, and use the EV Certificate solely in compliance with all applicable laws, solely for authorized company business, and solely in accordance with the terms and conditions of this Agreement;
- (iii) be responsible, at its own expense, for access to the Internet and all other communications networks (if any) required in order to use the Subscription Service and Digital Certificate, and for the provision of all computer and telecommunications equipment and software required to use the Subscription Service, except where expressly provided otherwise herein;
- (iv) 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 the terms of this Agreement;
- (v) bind each and every Relying Party using the Subscriber's Comodo Certificate(s) to the following terms:

"By relying upon a Comodo digital certificate, the user agrees to be bound by the Comodo Relying Party Agreement, which is incorporated herein in its entirety, and which can be found at https://www.Comodo.com/repository/relying_party.html";
- (vi) be responsible for the generation of any Private Key belonging to the Subscriber, and take all reasonable measures, either by itself or through a subcontractor (e.g. hosting provider), to maintain sole control of, keep confidential, properly protect at all times, and ensure the proper use of the Private Key that corresponds to the Public Key to be included in the requested Digital Certificate, personal identification numbers, passwords and other access information or devices used in connection with the Subscription Service, and immediately inform Comodo if there is any reason to believe that any of the foregoing 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;
- (vii) provide accurate and complete information to Comodo at all times, both upon requesting a Digital Certificate and thereafter as requested by Comodo in connection with the issuance of the Digital Certificate, and immediately inform Comodo if any of the Subscriber Data or information provided by the Subscriber to Comodo ceases to remain valid or correct or otherwise changes;
- (viii) not install and use the EV Certificate(s) until Subscriber has reviewed and verified the accuracy of the data in each EV Certificate;
- (ix) promptly cease using an EV Certificate and its associated Private Key, and promptly request Comodo to revoke the EV Certificate, in the event that: (a) any information in the EV 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 Public Key listed in the EV Certificate;
- (x) promptly cease all use of the Private Key corresponding to the Public Key listed in a Digital Certificate upon expiration or revocation of such Digital Certificate;
- (xi) promptly disclose in writing to Comodo anything that constitutes a breach of, or is inconsistent with, any of the obligations or warranties and representations in sections 3 and 4 herein.

- 3.3. Restrictions. Subscriber agrees that, as related to and for the benefit of Comodo and the Certificate Beneficiaries, it shall not
- (i) modify, license, or sublicense EV Enhancer™ or EV AUTO-Enhancer™, or transfer or convey the Software or any right in the EV Enhancer or EV AUTO-Enhancer™ to anyone else without the prior written consent of Comodo.
 - (ii) install and use the Digital Certificate(s) until Subscriber has reviewed and verified the accuracy of the data in such Digital Certificate(s);
 - (iii) resell or attempt to resell (or provide in any form whether for consideration or not) the Subscription Service (or any part of it) to any third party and shall not allow any third party to use the Subscription Service without the prior written consent of Comodo;
 - (iv) use the Subscription Service to transmit (either by sending by e-mail or uploading using any format of communications protocol or any other method), receive (either by soliciting an e-mail or downloading using any format of communications protocol or any other method), view or in any other way use any information which 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;
 - (v) copy or decompile, enhance, adapt or modify or attempt to do the same to the Digital Certificates, Public Keys and Private Keys, or any Digital Signature generated using any Public Key or Private Key, or any documents or manuals relating to the same, without the prior written consent of Comodo; or
 - (vi) make any representations regarding the Subscription Service to any third party except as first agreed to in writing by Comodo.

4. **Warranties and Representations**

- 4.1. Subscriber. Subscriber warrants, represents and agrees, as related to and for the benefit of Comodo and the Certificate Beneficiaries, that:
- (i) Applicant has exclusive control of the Domain Name listed in the Digital Certificate.
 - (ii) that it is not located in and will not modify, export or re-export, either directly or indirectly, any certificates, software, hardware, technical information, or any other certificates or technology signed by a Comodo certificate, to any country under United States restrictions, including Iran, Iraq, Libya, Serbia, Sudan, North Korea, and Cuba, or to any country subject to applicable trade sanctions. This list is subject to change without further notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR SUBSCRIBER'S VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW."

- (iii) all Subscriber Data is, and any other documents or information provided by the Subscriber are, and will remain accurate and will not include any information or material (or any part thereof) the accessing or use of which would be unlawful, contrary to public interest or otherwise likely to damage the business or reputation of Comodo in any way;
- (iv) it has and will comply with all applicable consumer and other laws, regulations, instructions and guidelines, with all relevant licenses and with all other codes of practice which apply to the Subscriber or Comodo and that the Subscriber has obtained all licenses and consents necessary to fully perform its obligations under this Agreement;
- (v) it has full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement;
- (vi) it shall have sole responsibility for all statements, acts and omissions which are made under any password provided by it to Comodo;
- (vii) the Subscriber acknowledges that in order to provide the Subscription Service the Selected Subscriber Data shall be embedded in the Subscriber's Digital Certificates and the Subscriber hereby consents to the disclosure to third parties of such Selected Subscriber Data held therein;
- (viii) the Subscriber hereby grants Comodo permission to examine, evaluate, process and in some circumstances transmit to third parties located outside the United States the Subscriber Data insofar as is reasonably necessary for Comodo to provide the Subscription Service;
- (ix) any Digital Certificate "Warranty" or other warranty described in the CPS and provided by Comodo in connection with any Digital Certificate is provided solely for the benefit of Relying Parties, and Subscriber shall have no rights with respect thereto, including, but not limited to, any right to enforce the terms of or make any claim under any such warranty; and
- (x) Contract Signer is an agent representing Subscriber and is expressly authorized by Subscriber to enter into this Agreement on behalf of Subscriber.

4.2. Comodo. Comodo warrants, represents and agrees, as related to and for the benefit of the EV Certificate Beneficiaries, that

- (i) During the period when the EV Certificate is valid, Comodo has followed the requirements of the EV Guidelines and its EV Policies in issuing the EV Certificate and in verifying the accuracy of the information contained in the EV Certificate;
- (ii) Comodo has confirmed with the Incorporating or Registration Agency in the Subject's Jurisdiction of Incorporation or Registration that, as of the date of issuance of the EV Certificate, the Subject named in the EV Certificate legally exists as a valid organization or entity in the Jurisdiction of Incorporation or Registration;
- (iii) Comodo has confirmed that, as of the date the EV Certificate was issued, the legal name of the Subject named in the EV Certificate matches the name on the official government records of the Incorporating or Registration Agency in the Subject's Jurisdiction of Incorporation or Registration, and if an assumed name is also included, that the assumed name is properly registered by the Subject in the jurisdiction of its Place of Business;

- (iv) Comodo has taken all steps reasonably necessary to verify that, as of the date the EV Certificate was issued, the Subject named in the EV Certificate has the exclusive right to use the domain name listed in the EV Certificate;
- (v) Comodo has taken all steps reasonably necessary to verify that the Subject named in the EV Certificate is accurate, as of the date the EV Certificate was issued;
- (vi) The Subject named in the EV Certificate has entered into a legally valid and enforceable Subscriber Agreement with Comodo that satisfies the requirements of the EV Guidelines;
- (vii) Comodo will follow the requirements of the EV Guidelines and maintain a 24x7 online-accessible Repository with current information regarding the status of the EV Certificate as valid or revoked; and
- (viii) Comodo will follow the requirements of the EV Guidelines and revoke the EV Certificate upon the occurrence of any revocation event as specified in the EV Guidelines.

5. **Payment Terms**

- 5.1. The amount due to be paid to Comodo by the Subscriber for the Subscription Service shall be set forth during the registration process at the Comodo website. The amount due shall be paid by the Subscriber on or before the Issue Date.
- 5.2. All payments made by the Subscriber to Comodo for the Subscription Service shall be non-refundable.
- 5.3. Comodo shall refund the monies paid to Comodo by the Subscriber if within 20 Business Days of the Issue Date the Subscriber has not used the Subscription Service and has, within this period, made a written request to Comodo for revocation of the Digital Certificate issued to it, or Comodo revokes the Digital Certificate pursuant to paragraph 7.3.

6. **Revocation**

Revocation Events. Comodo reserves the right to revoke a Subscriber's Digital Certificate it has issued in the event that Comodo has reasonable grounds to believe that any of the following events has occurred:

- (i) Subscriber requests revocation of its Digital Certificate;
- (ii) Subscriber indicates that the original Digital Certificate Request was not authorized and does not retroactively grant authorization;
- (iii) Comodo obtains reasonable evidence that the Subscriber's Private Key (corresponding to the Public Key in the Digital Certificate) has been compromised, or that the Digital Certificate has otherwise 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 a Subscriber violates any of its material obligations under this Agreement or the Comodo EV CPS;
- (v) Subscriber has used the Subscription Service contrary to law, rule or regulation, or Comodo reasonably believes that the Subscriber is using the certificate, directly or indirectly, to engage in illegal or fraudulent activity;
- (vi) Comodo receives notice or otherwise becomes aware that a court or arbitrator has revoked Subscriber's right to use the domain name listed in the Digital Certificate, or that Subscriber has failed to renew its domain name;
- (vii) Comodo receives notice or otherwise becomes aware of a material change in the information contained in the Digital Certificate;
- (viii) a determination, in Comodo's sole discretion, that the Digital Certificate was not issued in accordance with the terms and conditions of the EV Guidelines or Comodo's EV Policies, including Comodo's CPS;
- (ix) Comodo determines that any of the information appearing in the Digital Certificate is not accurate;
- (x) Comodo ceases operations for any reason and has not arranged for another certificate authority to provide revocation support for the Digital Certificate;
- (xi) Comodo's right to issue Digital Certificates under the EV Guidelines expires or is revoked or terminated [unless Comodo makes arrangements to continue maintaining the CRL/OCSP Repository];
- (xii) Comodo's Private Key for Subscriber's Digital Certificate has been compromised;
- (xiii) there has been, there is, or there is likely to be a violation of, loss of control over, or unauthorized disclosure of Confidential Information relating to the Subscription Service;
- (xiv) the Subscriber has used the Subscription Service with third party software not authorized by Comodo for use with the Subscription Service;
- (xv) such additional revocation events as Comodo publishes in its EV Policies;
- (xvi) Comodo receives notice or otherwise becomes aware that 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 as described in Section 23 of the EV Guidelines or Section 4.2.10 of the Comodo EV CPS;
- (xvii) Either the Subscriber's or Comodo's obligations under this EV CPS or the relevant Subscriber 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;

- (xviii) the certificate was issued to persons or entities identified as publishers of malicious software or that impersonated other persons or entities;
- (xix) the certificate was issued as a result of fraud or negligence; or
- (xx) the certificate, if not revoked, will compromise the trust status of Comodo.

and Comodo may, at its sole discretion, after revocation of the Digital Certificate, reissue a Digital Certificate to Subscriber or terminate this Agreement in accordance with the provisions of this Agreement.

7. Confidentiality

- 7.1. Neither party shall use any Confidential Information other than for the purpose of performing its obligations under this Agreement or as otherwise permitted pursuant to this Agreement. All uses of Confidential Information provided by Subscriber, except as otherwise provided herein, are subject to the Comodo Privacy Policy.
- 7.2. Each party shall ensure that any person to whom confidential Information is disclosed by it complies with the restrictions set out in this section 7 as if such person were a party to this Agreement.
- 7.3. Notwithstanding the previous provisions of this section 7, either Party may disclose Confidential Information if and to the extent required by law, for the purpose of any judicial proceedings or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law, and if and to the extent the information has come into the public domain through no fault of that party. Should a Party be required to disclose Confidential Information pursuant to this section, the Party shall promptly give notice of such requirement to the other Party prior to disclosing the Confidential Information.
- 7.4. The restrictions contained in this section 7 shall continue to apply to each party for the duration of this Agreement and for the period of 5 years following the termination of this Agreement.

8. Intellectual Property Rights

- 8.1. The Subscriber agrees not to use the Comodo name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with the prior written consent of Comodo.
- 8.2. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software ("Comodo Intellectual Property Rights") are owned by Comodo or its licensors, and you agree to make no claim of interest in or ownership of any such Comodo Intellectual Property Rights. You acknowledge that no title to the Comodo Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Comodo or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any derivative work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted)

such derivative work shall be owned by Comodo and all right, title and interest in and to each such derivative work shall automatically vest in Comodo. Comodo shall have no obligation to grant you any right in or to any such derivative work.

- 8.3. The 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.

9. **Comodo Obligations**

Comodo agrees to:

- (i) provide the Subscription Service with the reasonable skill and care of a competent provider of similar Digital Certificate services;
- (ii) take reasonable care to investigate and verify prior to the Issue Date the accuracy of the information to be incorporated in the Digital Certificate in accordance with the procedures set out in the applicable Schedules to this Agreement;
- (iii) use commercially reasonable efforts to provide the Subscription Service within a reasonable period of time after the Effective Date if Subscriber's application for the Subscription Service is accepted by Comodo. However, Subscriber agrees that Comodo is under no obligation to meet any agreed date and has no liability to the Subscriber for failure to provide the Subscription Services (or any party thereof) by such date; and
- (iv) maintain a copy in the Repository and details in the CRL of each Digital Certificate which has been revoked or has expired for a reasonable period after the Digital Certificate's revocation or expiry.
- (v) in performing its obligations under this Agreement, take reasonable technical and organization measures, pursuant to its obligations under the Comodo CPS, against the unauthorized or unlawful processing of personal data and against actual loss or destruction of or damage to such data.

10. **Indemnities**

Subscriber shall indemnify Comodo against any claims or legal proceedings which are brought or threatened against Comodo by any third party as a result of the Subscriber's breach of any of the provisions of this Agreement. Comodo will notify the Subscriber of any such claims or proceedings and keep the Subscriber informed as to the progress of such claims or proceedings.

11. **Exclusion of Warranties**

EV ENHANCER™ AND EV AUTO-ENHANCER™ ARE PROVIDED TO SUBSCRIBER "AS IS" BY COMODO, AND ANY USE BY SUBSCRIBER OR A CUSTOMER OF SUBSCRIBER OF THE EV ENHANCER™ AND EV AUTO-ENHANCER™ IS AT SUBSCRIBER'S OWN RISK. SUBSCRIBER

ACKNOWLEDGES THAT EV ENHANCER™ AND EV AUTO-ENHANCER™ MAY CONTAIN BUGS, ERRORS AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. COMODO DOES NOT WARRANT THAT EV ENHANCER™ AND EV AUTO-ENHANCER™ WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION ACCOMPANYING EV ENHANCER™ AND EV AUTO-ENHANCER™. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

12. Term and Termination

12.1. This Agreement shall commence on the Effective Date and shall continue for the Subscription Service Period unless terminated earlier in accordance with this Section 12.

12.2. Either party may terminate this Agreement for convenience by providing to the other 20 Business Days' written notice.

12.3. This Agreement may be terminated forthwith or on the date specified in the notice:

- (i) by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 20 Business Days of a written request by the other party to remedy the same, or by either party if in respect of the other party an Insolvency Event occurs or that other party ceases to carry on its business;
- (ii) by Comodo in the event a Digital Certificate is revoked in accordance with the provisions of Section 6 or if Comodo is unable to validate, to its satisfaction, all or part of the Subscriber Data.

13. Consequences of Termination

If this Agreement is terminated by Comodo under Section 12 for any reason or under Section 15, Comodo may (in the event that a Subscriber's Digital Certificate has not already been revoked) revoke the Subscriber's Digital Certificate without further notice to the Subscriber and the Subscriber shall pay any amounts due to Comodo under this Agreement. Comodo shall have no obligation to refund any payment by the Subscriber to Comodo in the event of any termination of this Agreement.

14. Limitation of Liability

14.1. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY COMODO SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT OR \$10,000, WHICHEVER IS LESS. IN NO EVENT SHALL COMODO, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF COMODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN COMODO'S LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

14.2. YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL COMODO BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS SUFFERED BY THE SUBSCRIBER DUE TO USE OF THE DIGITAL CERTIFICATE OUTSIDE THE SCOPE OF USE AS SPECIFIED IN SECTION 3 OF THE APPLICABLE SCHEDULES OF THIS AGREEMENT.

14.3. YOU FURTHER AGREE THAT COMODO SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY ANY PARTY DUE TO THE LOSS, THEFT, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED MANIPULATION, ALTERATION, LOSS OF USE, OR ANY OTHER COMPROMISE OF ANY PRIVATE KEY USED BY THE SUBSCRIBER.

15. Force Majeure

15.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from a Force Majeure Event.

15.2. Each of the parties hereto agrees to give written notice forthwith to the other upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event and its anticipated duration. If such duration is more than 20 days then the party not in default shall be entitled to terminate this agreement, with neither party having any liability to the other in respect of such termination.

15.3. The party asserting a Force Majeure Event shall not be excused performance of its obligations unaffected by such a Force Majeure Event and shall endeavor to seek an alternative way of fulfilling its affected obligations without any materially adverse affect on the other party.

16. Waiver and Severability

16.1. In the event that any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will not be affected, impaired or invalidated. If the absence of the invalid, void or unenforceable provision(s) adversely affects the substantive rights of either of the parties, the parties agree to replace such provision(s) or parts thereof with new provision(s) that closely approximate the economic and proprietary results intended by the parties.

16.2. No waiver, delay or discharge by a Party will be valid unless in writing and signed by an authorized representative of the Party against which its enforcement is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default, will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

17. Notices

Except as expressly provided otherwise herein, all notices to Comodo shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Comodo at 3rd Floor, Office Village, Exchange Quay, Trafford Road, Salford, Manchester, M5 3EQ, United Kingdom. Notices may be sent by first-class mail or facsimile transmission provided that any facsimile transmission is confirmed within 12 hours by a first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received 12 hours after dispatch. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information.

18. Entire Agreement; Modifications by Comodo

18.1. This Agreement and applicable Schedules and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings and arrangements relating thereto. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement.

18.2. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

- (i) revise the terms and conditions of this Agreement; and/or
- (ii) change part of the services provided under this Agreement at any time.

Any such revision or change will be binding and effective immediately after posting of the revised Agreement or change to the service(s) in the Comodo Repository, or upon notification to you by e-mail or United States mail. You agree to periodically review the documents in our Repository, including the current version of this Agreement, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees unless otherwise specified herein or on our Web site. By continuing to use the Subscription Service(s) after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or (ii) in information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Comodo is authorized to alter or amend the terms and conditions of this Agreement.

19. Assignment

The Subscriber may not assign or transfer or purport to assign or transfer any right or obligation under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise without first obtaining Comodo's prior written consent and any attempt to do so shall be deemed a material breach of this Agreement. Comodo may assign or transfer this agreement in its sole discretion.

20. Governing Law and Jurisdiction

This Agreement and all matters arising from, out of, or in connection with, or that are related in any way to this Agreement shall be interpreted, construed, and governed under the laws of United Kingdom and the parties submit to the exclusive jurisdiction and venue of the courts of United Kingdom for resolution of any and all disputes that arise from, out of, or in connection with, or that are related in any way to the Agreement. Both parties hereby submit to the jurisdiction and venue of such Courts. If legal action is brought to enforce this Agreement or any rights arising under this Agreement, the prevailing Party in such litigation will be entitled to recover from the other Party all the costs, attorneys' fees and other expenses incurred by such prevailing Party in the litigation.

21. **Rights of Third Parties**

The parties agree that, except as expressly provided herein, there shall be no third party beneficiaries under this Agreement.

22. **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 and all of which, when taken together, will be deemed to constitute one and the same agreement.

23. **Headings.** The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date set forth above.

Comodo CA, Ltd.

Subscriber

SCHEDULE A

Comodo Secure Server Certificate

1. Definitions used in this Schedule

“Certificate Signing Request” means an electronic data file created by the Subscriber using the Subscriber’s installed SSL or TLS enabled web server software;

“Fully Qualified Domain Name” means a domain name that fully specifies a host and a domain name, including a top-level domain, such as www.comodo.com;

“Root Domain Name” means the highest level of a URL that identifies multiple directories on the Server;

“Secure Server Certificate” means the Digital Certificate produced pursuant to the Subscription Service described in this Schedule;

“Server” means the Subscriber’s server operating at the IP address identified by either a Root Domain Name or Fully Qualified Domain Name provided by the Subscriber to Comodo and which is cryptographically bound to the public key set out in the Secure Server Certificate.

2. The Subscription Service

- 2.1) Comodo shall provide an EV Certificate designed for installation within the Subscriber’s SSL enabled web server software and for use with an SSL v3 or TLS v 1.0 enabled web browser. The EV Certificate shall, in accordance with the amounts paid by the Subscriber, either: (i) cryptographically bind a Public Key to a Server operating at a Fully Qualified Domain Name; or (ii) cryptographically bind a Public Key to a Server operating at a Root Domain Name. In both cases, the Public Key is used in the SSL/TLS Protocol to authenticate the Server and establish an encrypted session between an SSL v3 enabled web browser and the Subscriber’s Server.

3. Scope of Use

- 3.1) The Subscriber may only use the EV Certificate for the purposes set forth in the Comodo EV CPS, and any applicable Amendments thereto, located at www.comodogroup.com/repository.
- 3.2) The maximum value of any transaction entered into by the Subscriber while using the EV Certificates (“Max Transaction Value”) must not exceed \$10,000, and the cumulative maximum liability accepted by Comodo (“Payment Limit”) under the Comodo Relying Party Warranty (which can be found in the Repository) for all claims paid in connection with these Digital Certificates is \$250,000.

4. Subscription Service Period

The Subscription Service Period shall commence on the Issue Date and shall continue for a period of one (1) year, or until revocation of the Digital Certificates by Comodo in accordance with the terms of this Agreement, whichever is earlier.

5. Subscriber Data

The Subscriber shall provide the Subscriber Data required for EV Certificate requests as set forth in the Comodo EV CPS. The Subscriber hereby consents to the disclosure to third parties of the Subscriber Data provided by the Subscriber through the on-line registration Enrollment Form to the extent necessary to provide the Subscription Service.