

COMODO ESM LIMITED WARRANTY

- 1.1. **Scope.** If you purchased six or more computer seat (Endpoint Computer) licenses for the Software, you can become eligible for Comodo's limited warranty against damage caused by malware. The limited warranty is valid for the duration of the license. To qualify for the warranty, you must, on each Endpoint Computer up to the number specified in the license provided by Comodo, 1) install **Comodo Endpoint Security** (CES), 2) complete the warranty activation in Endpoint Security Manager, and 3) run a CES full computer scan to verify that the computer is free from malware. The warranty is not applicable to any Endpoint Computer that 1) is not managed by the Software, 2) has preexisting malware, or 3) fails to install CES and run a CES full computer scan. After installing the software and running the scan, you must, for each computer, a) store and maintain all log files, b) keep CES operating at all times in the following configuration: 1) Antivirus Enabled Mode and set with Realtime Scan enabled, 2) Defense+ HIPS enabled and configured to Safe Mode, 3) Firewall enabled and configured to Safe Mode, and 4) Behavior Blocker (Auto-Sandbox) enabled and configured to operate in Fully Virtualized mode, and c) not disable or remove CES. The warranty does not cover any problems related to hardware failures or non-malware software. THE LIMITED WARRANTY IS ONLY AVAILABLE TO YOU IF YOU ARE A RESIDENT OF THE UNITED STATES AND HAVE PURCHASED A VERSION OF THE SOFTWARE THAT INCLUDES THE WARRANTY. FREE, TRIAL, OR BETA VERSIONS OF THE SOFTWARE DO NOT INCLUDE THE LIMITED WARRANTY. THE LIMITED WARRANTY CANNOT BE COMBINED WITH ANY OTHER COMODO WARRANTY OR GUARANTEE. THE LIMITED WARRANTY IS NON-TRANSFERRABLE AND CAN ONLY BE USED BY THE ORIGINAL PURCHASER OF THE SOFTWARE. THE LIMITED WARRANTY IS ONLY VALID FOR CLAIMS MADE OVER THE INTERNET AS PER SECTION 1.3 AND ONLY WHERE INTERNET-BASED SUPPORT IS RENDERED.
- 1.2. **Limits.** The warranty is limited to the lesser of 1) an aggregate total of \$5,000 US for all of the computers listed in the license provided by Comodo for the duration of the license regardless of the number of claims made under the limited warranty and 2) the actual cost of a Comodo authorized and specified third party to repair the computer to an operational condition ("Warranty Limit"). The warranty is limited to the repair and restoration of the computer to a state prior to when the malware infected the computer. The warranty does not cover lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal and/ or business files. Comodo does not guarantee against the loss of any such file or information. The \$5,000 US aggregate total does not extend beyond the United States.
- 1.3. **Claims.** If a computer qualifying under Section 1.1 becomes infected with malware then you must take the following steps: 1) backup all data on the computer, 2) promptly contact Comodo over the internet by email at esmwarranty@comodo.com, and 3) allow a Comodo support representative to remotely connect to the infected computer and remove the malware. If a Comodo support representative cannot connect to your computer because of the operation of malware, the limited warranty does not apply. To provide the remediation services and to qualify for payment under the warranty, you must allow Comodo access to each infected computer and must assist Comodo in any manner necessary in order to remove the malware and repair the computer. Failure to cooperate with the Comodo representative shall be considered a breach of the warranty. All instructions and steps taken in providing the support services are subject to the Comodo representative's sole discretion.
- 1.4. **Time Limit.** Comodo shall restore each infected computer to an operating condition within 7 business days of your first submission of a claim under this warranty. This time frame is inapplicable and not binding on Comodo if you fail to respond to or are unavailable to the Comodo support representative at any time during this period. Your sole remedy for Comodo's failure to fix the computer within 7 business days hours is payment by Comodo of the warranty claim. This warranty is void if you are in breach of the agreement, fail to follow the procedures described herein, or failed to pay any fees applicable to your use of the Software.
- 1.5. **Diagnostic Software.** The support representative may download, run, or use software on your computer to remove the malware and restore the computer to its pre-infection operating

condition. This software includes software that can control your computer remotely along with toolbars and other utilities (collectively "Diagnostic Software"). You shall accept any agreement required to use the Diagnostic Software. Use of the Diagnostic Software shall not require any payment from you.

- 1.6. Recording of Services. Comodo may monitor and record the remediation services. Comodo may release recorded information for any of 1) satisfying a law, regulation or government request, 2) operating the remediation services properly, or 3) protecting Comodo's business reputation, software, or customers.
- 1.7. Payment. In the event that Comodo is unable to restore a qualifying computer's functionality and remove the malware, Comodo shall, subject to the Warranty Limits, pay for Comodo's choice of 1) the cost of having a third party repair the computer or 2) for a replacement computer. To have a third party repair a protected computer or receive payment from Comodo, you must deliver the infected computer to the computer repair facility specified by Comodo. The repair facility will repair the computer. If the repair facility is greater than 20 miles from your physical location, Comodo shall pay the cost of mail delivery of the computer but you shall pay any applicable shipping insurance costs. You bear all risk of loss during shipping to or from the repair facility. If the repair facility is unable to restore the computer's operating functionality one week after its receipt of the computer, Comodo shall pay you the fair market value of each unrepairable computer, subject to the Warranty Limits.