

# END USER LICENSE AGREEMENT AND TERMS OF SERVICE

# **COMODO MOBILE DEVICE MANAGEMENT VERSION 3**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE COMODO MOBILE DEVICE MANAGEMENT SOFTWARE (THE "PRODUCT"). THE PRODUCT MEANS ALL OF THE ELECTRONIC FILES PROVIDED BY DOWNLOAD WITH THIS LICENSE AGREEMENT. BY USING THE PRODUCT, 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 HEREIN, DO NOT USE THE SOFTWARE, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON "I ACCEPT".

## **Product Functionality**

Comodo Mobile Device Manager (CMDM) allows administrators to manage, monitor and secure mobile devices which connect to enterprise wireless networks. Once a device has been enrolled, administrators can remotely apply configuration profiles which determine that device's network access rights, security settings and general preferences. CMDM also allows administrators to monitor the location of the device; run antivirus scans on the device; install/uninstall device apps; remotely lock or wipe the device; view/start/stop running services; view reports on device hardware/software information; reset user passwords; make the device sound an alarm and more. Integration with Simple Certificate Enrollment Protocol also allows CMDM end-users to enroll for and install Comodo client certificates for the purposes of two factor authentication and identification. Administrators also have mail access control and can whitelist devices that have access to company mail server. Monitoring of users and devices on the network may also be performed by administrators, including communication with users directly by sending push messages to their devices.

Error logs from CMDM portals are collected through mails. Comodo will automatically send mail to <u>mdmsupportreports@comodo.com</u> in the event of errors in the product.

CMDM includes the following product features and functions:

enrollment, retirement of device, certificate installation, user/role management, profile management, device diagnostic info, locate device, corporate wipe (selective wipe) device, full wipe device, theft protection (lock, siren), AV control, schedule, auto reaction and reporting, root/jailbreak detection configure & set passcode native restrictions on Android and IOS, native configurations on IOS and Android, app source control, application blacklist block/unblock/uninstall/install application, show application inventory, and reporting & statistics.

For Samsung Safe devices: The administrator can define configurations such as Wi-Fi, Email, VPN configurations and restrictions like removing certain products or features, such as email, maps, video providers, screen capture, copy/paste, SD card usage, USB connections, and OTA upgrade. A kiosk mode for Android Samsung KNOX devices is included.

There is a silent install/uninstall option for Samsung KNOX and rooted Android devices, allowing the administrator more control over managed devices.

This end user license and subscriber agreement is between you ("you" or "Subscriber"), an individual, and Comodo Yazalim A.S. Turkey, a Turkish company, with offices at Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey (hereinafter "Comodo").

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  - (v) this agreement is accepted without modification and has not been breached.
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- 3.4. <u>Billing Issues</u>. You shall provide Comodo notice of any billing problems or disputes within 60 days after the charge first appears on a statement you receive from your bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the 60 day period is your acceptance of the charges. Comodo is not obligated to provide a refund for any unused Product.

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- 5.4. <u>Events Upon Termination</u>. Upon termination, you must immediately cease using the Product and delete all copies of any related software found on your mobile device and any backup copies made. Upon termination, Comodo may disable further use of the Product without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.
- 5.5. <u>Uninstall.</u> To uninstall the CMDM app, you should be de-enrolled from the MDM server by the company administrator or you should remove the application from the device administration screen first. You can find the menu under "Settings Security Device Administrators". You should disable the check mark from CMS under Device Administrator menu. If removal protection is set by your company administrator, your device would be locked and you will be asked to enter the unlock password. You can ask your company administrator to get the password. When you unlock it, you should go to "Settings Application Manager" menu and find Comodo Mobile Security from the list. You should tab on application name to see the details on App info menu. Under App info menu, you can see the action buttons. You should choose and tab "Uninstall". (\*Menu names and order could be not exactly as described in here due to Android versions and manufacturer customization. Please contact Comodo if you need further help).

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- 7.6. <u>Limitations on Remedy</u>. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this agreement must be brought within one (1) year from the date when the cause of action occurred.



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- 8.1. <u>Privacy Policy</u>. Comodo shall follow the privacy policy posted on its website at <u>http://www.comodo.com/repository/privacy\_agreement.html</u> when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website. For this Product, your information that is collected by Comodo may be stored in the cloud. Comodo may integrate or utilize third party service providers for various cloud services.
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- 8.3. <u>Disclosure</u>. Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.
- 8.4. <u>Opt Out</u>. You may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to <u>optout@comodo.com</u>. By clicking "I ACCEPT", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.
- 8.5. <u>User Data Compliance.</u> You are responsible for ensuring that you or any users of the Product comply with the obligations under this Agreement. You will duly observe all your obligations under any relevant data protection or privacy law or regulation that may apply, including any obligation to configure the Product appropriately, provide notice, obtain consent, or file documents with any applicable data protection authorities. You are responsible for developing a policy that protects user data, outlines the responsibilities of you and your users, and informs your users of the scope your use of the Product.

# 9. Miscellaneous

- 9.1. <u>Notices</u>. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Yazilim A.S. Turkey, Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey and a copy to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013, USA. All notices to you shall be made by posting the notice on the Comodo website.
- 9.2. <u>Entire Agreement</u>. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 9.3. <u>Modifications</u>. Comodo may amend or discontinue the Product offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Product. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.



- 9.4. <u>Waiver</u>. A party's failure to enforce a provision of this agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting form the waived provision.
- 9.5. <u>Force Majeure and Internet Frailties</u>. Other than for payment obligations by you, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 9.6. <u>Arbitration</u>. You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration. Before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you shall notify Comodo and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Comodo should be addressed to Comodo Yazilim A.S. Turkey Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey and a copy to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013, USA.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: The laws of the Republic of Turkey govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the International Chamber of Commerce in accordance with its Arbitration Rules, with the venue in Ankara, Turkey or Clifton, NJ USA and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party may appear before the panel by telephone.

- 9.7. <u>Assignment</u>. You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.
- 9.8. <u>Severability</u>. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
- 9.9. <u>Survival</u>. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 9.10. <u>Rights of Third Parties</u>. There are no third party beneficiaries under the agreement.

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# SCHEDULE A

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	https://www.openssl.org/source/license.html (SSLeay License)
PostgreSQL	http://www.postgresql.org/about/licence/ (PostgreSQL License)
Yii	http://www.yiiframework.com/license/ (3-Clause BSD License)
PHPmailer	https://www.gnu.org/licenses/lgpl-2.1.html (LGPLv2.1)
sscep	https://www.openssl.org/source/license.html (OpenSSL License)
nzmqt	https://github.com/jonnydee/nzmqt/blob/master/LICENSE.md
	(2-Clause BSD License)
NGINX	http://nginx.org/LICENSE (2-Clause BSD License)-like
Bootstrap	https://github.com/twbs/bootstrap/blob/master/LICENSE (MIT License)
jQuery	https://jquery.org/license/ (MIT License)
Leaflet	https://github.com/Leaflet/Leaflet/blob/master/LICENSE (2-Clause BSD
	License)-like
ORMLite	http://ormlite.com/javadoc/ormlite-core/doc-files/ormlite_9.html#License
Apache http components	http://www.apache.org/licenses/ (Apache License, Version 2.0)
ZeroMQ	http://zeromq.org/area:licensing (LGPLv3.1 + static link exception)
AndroidAnnotations	http://www.apache.org/licenses/LICENSE-2.0.html (Apache License Version
	2.0)
Zend Guard	http://www.zend.com/en/products/guard
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