

COMODO EASYVPN SUBSCRIBER AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THE AGREEMENT CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS.

IMPORTANT—PLEASE READ THESE TERMS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A COMODO EASYVPN ACCOUNT OR SERVICES. BY USING, APPLYING FOR, OR ACCEPTING THE ACCOUNT OR SERVICES 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 THESE TERMS, DO NOT CLICK “ACCEPT” AND DO NOT APPLY FOR, ACCEPT, OR USE A COMODO EASYVPN ACCOUNT OR THE COMODO EASYVPN SERVICES.

This Subscriber Agreement ("Agreement") constitutes the final binding agreement between you (either as an individual or as a commercial entity) and Comodo Security Solutions, Inc. ("Comodo") which has its principal place of business at 525 Washington Blvd, Suite 1400, Jersey City, New Jersey 07310. You represent and warrant that you are authorized to sign this agreement on behalf of yourself or the party you represent and agree to be bound by the terms and conditions set forth herein.

1. Grant of License

1.1. *Grant of License.* Comodo grants to you a limited, non-exclusive, non-transferable, revocable license to use Comodo's EasyVPN services, including the accompanying software, documentation, and other information and files, (collectively, the "Services"), provided that you agree to the unmodified terms and conditions of this Agreement. Any rights in the Services not expressly granted in this Agreement are reserved by Comodo. EasyVPN uses some open source libraries as set forth in Schedule A.

1.2. *Trial, Evaluation, and Beta.* If this Agreement pertains to a trial, beta, or evaluation license, the licenses granted herein will terminate upon the expiration or cancellation of the trial or evaluation period or when the Services are no longer available. You may use the Services only for the duration of the trial or evaluation period. All such licenses are limited to one per customer per promotion or beta test.

1.3. *Registration.* The license to use the Services is conditioned upon your providing full and accurate information about yourself (or your company) as requested by Comodo. You must update any provided information in a timely manner as such information changes. Any information that is untrue, inaccurate, or incomplete may result in the immediate termination of this Agreement in Comodo's discretion.

1.4. *Updates.* The licenses and obligations provided herein shall extend to all updates to the Services, including any provided software. Any updates are made in Comodo's sole discretion. Comodo may provide updates automatically to its services without notice.

2. Comodo Services

2.1. *Fees.* The Services are royalty-free for personal use only. Fees for business use are set forth on the Comodo website, a copy of which is attached to this Agreement as Schedule B. All fees are subject to change at any time by Comodo. Notice of changes to the fee schedule will be made by posting the updated fees on Comodo's website. All applicable fees must be paid prior to the use of the Services.

2.2. *Limited License.* The licenses granted herein are only for the number of user licenses purchased by you and are limited to the purpose of creating, joining, and using VPN networks.

2.3. *Delivery.* Comodo shall provide you with an interface necessary to use the Services ("Interface"). No license is granted herein to distribute, resell, create derivative works, reverse engineer, repackaging, transfer, or modify the Interface or any other software included as part of the Services. Any

limitations to the Services or Interface as implemented by Comodo must not be removed or circumvented.

2.4. *Renewal.* The licenses granted herein shall automatically renew for as long as you subscribe to the Services. Any credit card provided to Comodo to pay for the Services shall be automatically charged for the Services upon renewal. In the event that Comodo is unable to bill the credit card on file or you request that Comodo not bill the credit card, you shall be solely responsible for any renewal payment required. In the event that payment is not made, the Services may become unavailable to you and Comodo may terminate this Agreement in its sole and absolute discretion without notice to you.

2.5. *Billing Issues.* You agree to provide Comodo notice of any billing problems or disputes within thirty (30) days after they first appear on the statement you receive from your bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the thirty (30) day period will result in your acceptance of the charges, waiving your right to dispute such problems or discrepancies. Comodo does not provide any refunds for the Services.

2.6. *Service Modifications.* Comodo may at any time change, modify, add to, discontinue, or retire the Service either in whole or in part. Comodo will provide notice of material changes to the Services or changes to this Agreement by posting such changes at www.comodo.com which shall be your sole notice of such changes. You must periodically check the website to inform yourself of any such changes.

3. Use of the Services

3.1. *Username and Password.* In connection with your establishment of an account for the Services, you will be required to select a username and password. You are responsible for maintaining the confidentiality of your password and username. You are fully responsible for all activities that occur under your username and must immediately notify Comodo of any unauthorized use of your account.

3.2. *Compliance with Laws.* You must comply with all rules, regulations, and laws applicable to you when using the Services, including laws governing account collection, export control, consumer protection, unfair competition, child pornography and other obscenity laws, anti-discrimination, or false advertising.

3.3. *Prohibited Activities.* The Services are not designed, manufactured or intended for use or resale as or with on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapon systems in which the failure of the Services could lead directly to death, personal injury or severe physical or environmental damage. You may not:

- (i) resell or transfer the Services to any third party;
- (ii) register or use any Comodo logo or trademark in any jurisdiction except as incorporated by Comodo into the Services;
- (iii) modify any software in any manner;
- (iv) attempt to gain unauthorized access to any computer systems;
- (v) interfere or disrupt a network connected to the Services;
- (vi) use the Services to infringe the intellectual property, proprietary, or privacy rights of a third party;
- (vii) post, distribute, or transmit any offensive, obscene, vulgar, violent, defamatory, harassing, harmful, or otherwise objectionable material or any software or computer file that contains malware, such as a Trojan, virus, or adware; or

(viii) interfere with another's use of the Services or other similar services.

3.4. *Subscriber Obligations.* You must (1) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services; (2) maintain the security of your subscriber identification, and other confidential information relating to your account; and (3) be responsible for all charges resulting from use of your account associated with the Services. You are solely responsible for the content of your computer and any transmissions made through the Services.

3.5. *Export.* You represent and warranty that you are not located in and will not modify, export or re-export, either directly or indirectly, the Services and related software to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW."

3.6. *Ownership.* Comodo is and shall remain the owner of all Services provided. This Agreement is a limited license to use the Services only and does not grant any ownership rights in the Services to you. All intellectual property rights associated with the Services, whether under copyright, trade secret, patent, or trademark laws, are owned by Comodo or its licensors. Comodo may pursue all available legal remedies if you use the Services in violation of this Agreement.

4. Term and Termination

4.1. *Term.* Your account subscription shall be active until the Services are terminated under this Section.

4.2. *Voluntary Termination.* You may cancel your subscription at any time by contacting support@comodo.com. Your account will be terminated upon Comodo's receipt of your cancellation notice.

4.3. *Involuntary Termination.* Comodo may terminate this Agreement in its sole discretion without notice. Comodo may refuse access or deny participation into the Services at any time.

4.4. *Excessive Use.* Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If your consumption of the Services is deemed excessive by Comodo, based on the average use of the Services by other customers, Comodo may terminate your account or adjust the price offered to you for the Services.

4.5. *Events upon Termination.* Upon termination you shall immediately cease all use of the Services and delete all copies of any software provided in connection with the Services. In addition, Comodo may disable further use of the Services or related software without notice to you. No refunds shall be provided for any unused Services.

5. Privacy

5.1. *Privacy Policy.* The use of personal information by Comodo is governed by the Comodo privacy policy which is available at http://www.comodo.com/repository/css_privacy_agreement.html. Please periodically review this website, as Comodo may revise the Privacy Policy at any time. Comodo may occasionally send you communications regarding your account or the Services.

5.2. *Data Collection.* Comodo may collect certain non-personally identifiable information about your use of the Services, including, without limitation, statistics relating to the use of the Services, performance metrics relating to the Services, and configuration settings. This information collected will be sent to Comodo and may be used by Comodo without restriction. Comodo may also collect information about the use of the Services to ensure compliance with this Agreement.

6. Warranty Disclaimers

6.1. *Use of Internet.* Reasonable effort shall be made by Comodo to provide reliable services, but Comodo provides the Services on the Internet and, as such, they are subject to the operation of Internet and telecommunications infrastructures which are beyond the control of Comodo. Comodo does not warrant that the services will be uninterrupted or that you will be able to access or use the Services at the location and times of your choosing.

6.2. *Warranty Disclaimer.* THE SERVICES AND ACCOMPANYING SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ANY USE OF THE SERVICES IS AT YOUR OWN RISK. COMODO DOES NOT WARRANT THAT ANY SOFTWARE PROVIDED WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION ACCOMPANYING THAT SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMODO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

6.3. *Data Transfer.* ANY AND ALL MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH THE SERVICE AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.

7. Limitation of Liability

7.1. IN NO EVENT SHALL COMODO, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO (A) THE USE OF THE SERVICES, (B) THE DELAY OR INABILITY TO USE THE SERVICES, (C) ANY INFORMATION, DATA, OR SERVICES OBTAINED THROUGH THE SERVICES, (D) UNAUTHORIZED THIRD PARTY ACCESS TO YOUR ACCOUNT, OR (E) THIS AGREEMENT; OR (II) ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY AND SHALL APPLY EVEN IF COMODO, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. IN THE EVENT THAT COMODO IS SOMEHOW LIABLE FOR DAMAGES, IN NO EVENT WILL COMODO'S TOTAL LIABILITY FOR ALL CLAIMS RELATED TO HIS AGREEMENT EXCEED THE FEES PAID BY YOU TO COMODO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM. THE LIMITATIONS HEREIN SHALL APPLY EVEN IF ANY ESSENTIAL PURPOSE OF THIS AGREEMENT FAILS TO BE MET.

8. Indemnification.

You release, indemnify, defend and hold harmless Comodo and its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a)

this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) falsehoods or misrepresentations by you, or (c) your violation of the intellectual property rights or other proprietary rights of a third party. When Comodo is threatened with a suit or sued by a third party, Comodo may seek written assurances from you concerning your promise to indemnify Comodo. Failure to provide those assurances is a material breach of this Agreement. Comodo shall have the right to participate in any defense by you of a third-party claim related to your use of the Services, with counsel of our choice. You shall have sole responsibility to defend Comodo against any claim, but you must receive Comodo's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

9. Miscellaneous

9.1. *Entire Agreement.* This Agreement, including any documents referenced herein, shall constitute the entire Agreement between the parties. Any waiver of this Agreement shall only be effective if it is in writing and signed by both parties. Except as otherwise provided in this Agreement, Comodo may: (1) revise the terms and conditions of this Agreement; and/or (2) change any part of the Services. Any such revisions or changes will be binding and effective immediately upon the earlier of posting the change to www.comodo.com or upon notification to you by e-mail or United States mail. You agree to periodically review the Comodo website to be aware of any such changes. By continuing to use the Services after a change, you agree to abide by and be bound by any such changes. Comodo is not bound by and you may not rely on any representation by (i) an agent, representative or employee of a third party; or (ii) information posted on the Comodo website of a general informational nature. Section headings are for convenience only and are not part of the terms of this Agreement.

9.2. *Independent Contractors.* You and Comodo are independent contractors, and nothing contained in this Agreement shall be construed to designate or establish you as a partner, employee, joint venturer, or agent of Comodo for any purpose whatsoever.

9.3. *Force Majeure.* Any delays in or failure by Comodo shall be excused to the extent that the delay or failure is beyond Comodo's reasonable control. Comodo shall not be liable for any failure or problem related to access or use of the Internet.

9.4. *Severability.* The terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement. This Agreement will be deemed amended to the extent necessary to make it enforceable, valid and, to the maximum extent possible consistent with applicable law and the original intentions of the parties. The remaining terms and provisions will remain in full force and effect.

9.5. *Governing Law; Venue.* Any disputes related to the Services shall be governed by and construed in accordance with the laws of the state of New Jersey. Any actions arising out of or based on this Agreement shall be brought in the federal or state courts of New Jersey.

9.6. *Limitation on Actions.* Neither party may bring any action, regardless of form, arising out of or relating to this Agreement more than one (1) year after the cause of action has accrued.

9.7. *Non-assignment.* Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt to assign any rights or obligations in this Agreement renders this Agreement voidable at Comodo's option.

9.8. *Notices.* All notices, demands or requests made to Comodo with respect to this Agreement shall be in writing and mailed to Comodo at 525 Washington Blvd, Suite 1400, Jersey City, NJ 07310. All notices to you shall be sent to the email address listed in your account. Comodo shall have no obligation to provide notice or attempt to locate a customer other than through the account email address.

9.9. *Survival.* This Agreement shall be applicable for as long as your Comodo EasyVPN account

remains active and you have not breached any provision of this Agreement. All sections regarding Confidentiality, Disclaimer of Warranties, Indemnification, Limitation on Liability, Intellectual Property, Arbitration, and Miscellaneous shall survive the termination of this Agreement.

10. Arbitration

10.1. To the extent permitted by law, 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. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

10.2. Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the American Arbitration Association (hereinafter referred to as the "AAA").

10.3. Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

10.4. There shall be one Arbitrator to hear the matter. The parties shall initially agree to a panel of 3 possible Arbitrators to hear the matter and each party shall have the opportunity to name one Arbitrator to be dropped from the panel until one remains. The party giving notice of the Arbitration demand shall be first to indicate its selection.

10.5. All costs of the Arbitration and the AAA shall be borne equally by both parties to this agreement, regardless of the final decision. The defaulting party as determined by the Arbitrator, shall pay all other costs and expenses, including reasonable attorney's fees, incurred by the party in enforcing its rights under this Agreement.

11. 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" BUTTON IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SCHEDULE A
Open Source Libraries

1. OpenSSL

This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)

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2. UDT

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3. CxImage

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4. Png

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3. This Copyright notice may not be removed or altered from any source or altered source distribution.

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5. JPEG

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- (2) If only executable code is distributed, then the accompanying documentation must state that "this software is based in part on the work of the Independent JPEG Group".
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6. Tiff

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7. Zlib

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8. tinyXML

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9. TightVNC

The remote control feature of the software is licensed under the GNU General Public License, available at <http://www.gnu.org/copyleft/gpl.html>.

**SCHEDULE 2
COMMERCIAL USE PRICING**

1 month commercial licenses

1 license	– 3.95
2 licenses	– 7.90
3 licenses	– 11.85
4 licenses	– 15.80
5 licenses	– 19.75
6 licenses	– 19.80
7 licenses	– 23.10
8 licenses	– 26.40
9 licenses	– 29.70
10 licenses	– 33.00
11 licenses	– 34.10
12 licenses	– 37.20
13 licenses	– 40.30
14 licenses	– 43.40
15 licenses	– 46.50
16 licenses	– 49.60
17 licenses	– 52.70
18 licenses	– 55.80
19 licenses	– 58.90
20 licenses	– 62.00

6 month commercial licenses

1 license	– 15.00
2 licenses	– 30.00
3 licenses	– 45.00
4 licenses	– 60.00
5 licenses	– 75.00
6 licenses	– 78.00
7 licenses	– 91.00
8 licenses	– 104.00
9 licenses	– 117.00
10 licenses	– 130.00
11 licenses	– 132.00
12 licenses	– 144.00
13 licenses	– 156.00
14 licenses	– 168.00
15 licenses	– 180.00
16 licenses	– 192.00
17 licenses	– 204.00
18 licenses	– 216.00
19 licenses	– 228.00
20 licenses	– 240.00

1 year commercial licenses

1 license	– 29.00
2 licenses	– 58.00
3 licenses	– 87.00
4 licenses	– 116.00
5 licenses	– 145.00
6 licenses	– 150.00
7 licenses	– 175.00
8 licenses	– 200.00
9 licenses	– 225.00
10 licenses	– 250.00
11 licenses	– 253.00
12 licenses	– 276.00
13 licenses	– 299.00
14 licenses	– 322.00
15 licenses	– 345.00
16 licenses	– 368.00
17 licenses	– 391.00
18 licenses	– 414.00
19 licenses	– 437.00
20 licenses	– 460.00