END USER LICENSE AGREEMENT
COMODO CVERIFY ANTI-PHISHING APPLIANCE

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING COMODO C-VERIFY ANTI-PHISHING APPLIANCE ("SOFTWARE"). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT DOWNLOAD OR USE THE SOFTWARE OR CLICK ON "I ACCEPT".

Product Functionality

The Software is an enterprise security appliance which uses image recognition technology to help protect users on a network from phishing attacks. Once configured, the Software uses a database of brands, logos, images, and keywords to identify websites and emails that may pose a threat of phishing. If a user visits a website that poses a potential of phishing, applicable images will be overlaid with a red "X". The Software may be updated daily with the latest brand protection updates.

This user license agreement is between you ("you" or "Subscriber"), as either an individual or as a business entity, and Comodo Security Solutions, Inc. ("Comodo"), which has its principal place of business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. In exchange for your use of the Software, you agree as follows:

1. **License**

    1.1.   Grant of License. Comodo grants you a royalty-free, limited, non-exclusive, non-transferable, and revocable license to download, install, back-up, and use the Software for personal purposes, including any documentation and files accompanying the Software. You shall not, and you agree not to enable others to, resell, lease, sell, modify, reverse engineer, disassemble, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo.

    1.2.   Restrictions. The licenses granted herein are only valid if:

        (i)   the Software is NOT modified in any manner;

        (ii)   the Software is only installed and used in accordance with your network security policies,

        (iii)   you possess the necessary authority and power to install and use the Software, and

        (iv)   this agreement is accepted without modification and has not been breached.

    1.3.   Updates. Comodo is not obligated to provide updates to the Software. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. Some Comodo software updates automatically without notice and you accept such updates.

    1.4.   Technical Support. Comodo is not obligated to provide technical or customer support for the Software. In the event technical or customer support is offered or included, Comodo has a right to alter or terminate the support at any time without notice.

2. **Ownership**

2.1. <u>No Ownership Rights</u>. The Software is being licensed, not sold. Comodo retains all ownership rights in and to all Software, including any intellectual property rights therein.

2.2. <u>Content</u>. Any content made available or accessible through the Software is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. "User Content" includes material, images, brands, marks, files, or logos that a user of the Software transmits, uploads, or stores on the Software or submits to Comodo. You acknowledge and agree that you are solely responsible for the User Content you upload, distribute, store, or submit. This agreement does not give any rights to User Content. Comodo does not endorse any User Content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Software, and Comodo is not responsible for any damage or loss caused by your use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.

2.3. <u>Submissions</u>. You represent that you have the necessary rights, permissions, and licenses to any files that you upload or submit to Comodo for scanning.   You also represent that your submission of files to Comodo will not violate any third party rights to such files, including intellectual property rights and rights to privacy. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

3. **Restrictions**

3.1. <u>Lawful Use</u>. The Software is solely for lawful purposes and use. You are responsible for ensuring that your use of the Software is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.

3.2. <u>Compliance</u>. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Software to infringe the privacy or intellectual property rights of a third party; (4) not use the Software to distribute, upload, or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems; and (6) not use the Software to transmit or upload any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature, regardless of whether you own the material or have the necessary permissions to use the material.

3.3. <u>Comodo's Rights to Enforce Compliance</u>. In addition to any other available remedies at law or in equity, Comodo reserves the right to refuse, screen, monitor, review, revise, alter (for Software functionality), and delete both User Content and methods of submitting User Content on the Software or on Comodo's databases for any reason. In addition, Comodo reserves the right to prevent User Content from being uploaded, stored, or seen.

3.4. <u>Export</u>. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the 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.

4. **Termination.**

4.1.   <u>Term</u>. This agreement is effective until terminated by you or by Comodo.

4.2.   <u>Termination by You</u>. You may terminate this agreement at any time by removing all copies of the software in your possession or under your control and ceasing uploading files for diagnosis.

4.3.   <u>Termination by Comodo</u>. Comodo may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Software. 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 Comodo deems your use to be excessive, Comodo may restrict your access to the Software.

4.4.   <u>Events Upon Termination</u>. Upon termination, you must immediately cease using the Software and delete all copies of any related software found on your computer and any backup copies made.

4.5.   <u>Uninstall.</u> To uninstall the Software: For Internet Explorer versions, go to the Control Panel, select Programs, and select Uninstall a program. For product versions compatible with Firefox or Mozilla based-technology browsers, go to Tools and select Add-ons and in the Add-ons tab, select the program and choose uninstall or disable. For Chrome or Chromium based browsers, the Software can be deleted or disabled from the add-ons tab under the tools menu.

5. Indemnification.

5.1.   <u>Indemnification</u>. You shall indemnify (i) Comodo, (ii) Comodo's affiliates, and (iii) Comodo's and its affiliate's directors, officers, employees, and agents (each an "Indemnified Person") from and against all liabilities, losses, expenses, costs, third party claims, suits, fines, penalties, and expenses (including, but not limited to, reasonable attorney's fees and costs) (collectively "Losses") that, directly or indirectly, are based on your breach of this agreement, information provided by you, your infringement on the rights of a third party, or your violation of any applicable law.

5.2.   <u>Indemnification Procedure</u>. Comodo shall notify you promptly of any demand for indemnification. However, Comodo's failure to notify will not relieve you from your indemnification obligations except to the extent that the failure to provide timely notice materially prejudices you. You may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. You may not settle any claim, action, suit or proceeding related to this agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.

5.3.   <u>Additional Liability</u>. Your indemnification obligations are not Comodo's sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

6. Disclaimers and Limitation of Liability.

6.1.   <u>Use Limitations</u>. You acknowledge that the Software is subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo's control.   The Software is not designed for high-risk environments, a failure of which could lead to death, personal injury, or severe damage.

6.2.   <u>Collected Files.</u> The Software may automatically submit to Comodo any files or programs, including information on the actions taken by such files, for purposes of phishing detection and threat management. The collected files and programs could contain personally identifiable information that has been obtained by any of the identified pending/unrecognized file without your permission. Files of this type are being collected by Comodo only for the purpose of improving the ability of Comodo's products to detect malicious behavior. Comodo will not correlate these files with any personally identifiable information.

6.3.   <u>Disclaimer; Assumption of Risk</u>. THIS SOFTWARE IS PROVIDED "AS-IS". EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SOFTWARE. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, 2) THAT THE SOFTWARE WILL DETECT OR REMOVE VIRUSES, 3) THAT FILES WILL BE RESTORED TO ANY OPERATIONAL STATE, OR 4) THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

6.4.   <u>Damage Limitation</u>. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.

6.5.   <u>Data Transfer</u>. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SOFTWARE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS SOFTWARE AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.

6.6.   <u>Exceptions</u>. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.

6.7.   <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.

7. Privacy.

7.1.   <u>Privacy Policy</u>. Comodo shall follow the privacy policy posted on its website at http://www.comodo.com/repository/privacy_agreement.html 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.

7.2.   <u>Web Traffic and Email Traffic</u>. The Software may intercept web traffic and email traffic and may analyze the contents to determine phishing. Web traffic includes both http and https. Email traffic includes content and attachments. Emails that are determined as phishing are sent to Comodo's servers for a false positive detection. If the Software detects a phishing email, the Software may tag the email with an appropriate label (such as [PHISHING]) or may

block the email completely. The Software may also perform a false positive analysis. If a false positive analysis is performed, the email is deleted from Comodo's servers after the analysis.

7.3. Disclosure. 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.

7.4. Opt Out. You may opt-out of having information used for purposes not directly related to the Software by emailing a clear notice to optout@comodo.com. By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

8. Miscellaneous

8.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc.,1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.

8.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between you and Comodo 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.

8.3. Modifications. Comodo may amend or discontinue the Software offered under this agreement in its sole discretion. 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.

8.4. Waiver. 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.

8.5. Force Majeure and Internet Frailties. 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.

8.6. Governing Law and Venue. The laws of the state of New Jersey 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. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

8.7. Assignment. 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.

8.8.   Arbitration. 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 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). 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.

8.9.   Severability. 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.

8.10.   Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

8.11.   Rights of Third Parties. There are no third party beneficiaries under the 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. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

SCHEDULE A

Included Software and Licenses

The following third party or open source software is included and is provided under other licenses and/or has source available from other locations.

Package	License
cURL	MIT/X derivative license
Haraka	MIT License
hiredis	BSD License
icu	ICU License
jangada	GNU General Public License
jersey	GNU General Public License
jsoup	MIT License
libecap	MIT License
minorthird	BSD License
nodejs	BSD License
nginx	BSD License
opencv	BSD License
opennlp	GNU General Public License
openssl	GNU General Public License
protobuf	BSD License
redis	BSD License
squid	GNU General Public License