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COMODO ONE**

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This end-user license agreement is a legal contract between you, as either an individual or as a business entity, and Comodo Security Solutions, Inc., a Delaware company with offices at 1255 Broad Street, Clifton, NJ 07013, United States, hereinafter referred to as “Comodo”.

In exchange for use of the Product, you agree as follows:

1. General

- 1.1. Grant of License. Comodo grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, and use on your computer network(s) the Product, including any documentation and files accompanying the Product. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of any software provided together with this Product. All rights not expressly granted herein are reserved to Comodo.
- 1.2. Scope. The Product consists of remote monitoring and management, service desk, end point security, and patch management modules and includes chat-based product for enterprises as described on the Comodo websites. The specific scope of the Product is in Comodo’s sole discretion and may change without notice.
- 1.3. Access. The Product is provided only via your enterprise internal network and remote desktop sharing. You are responsible for providing and maintaining your network connections. You warrant that use of the Product complies with all applicable computer and network policies. Prior to receiving the Product, you must have administrator rights to the computer, have a back-up of all data on the computer, and provide Comodo with correct and accurate information if any is requested.

2. Limitations

- 2.1. Scope. The scope and extent of the Product are limited to the options selected by you when registering for the Product. Comodo provides the Product in any manner it sees fit. Comodo may modify the scope, type, and access to the Product without notice. The Product does not cover restoration of the Product, repair the Product, lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. Comodo does not guarantee against the loss of any file, information, or data. Unless your subscription to the Product states otherwise, you are solely responsible for backing up and safely storing its data, information, and files. You shall (1) obtain and pay for all equipment and third-party product required to use and receive the Product and (2) be responsible for all content on both your computer and network.
- 2.2. Quality of Product. Comodo provides the Product using commercially reasonable efforts. Comodo does not represent that commercially reasonable efforts will optimally configure a network or provide you with any significant energy or cost savings.
- 2.3. Compliance with Laws. You shall comply with all laws, regulations, and other restrictions when using the Product, including any applicable data collection, privacy, and export control laws or regulations. You may not use the Product to 1) engage in conduct that is

offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) cause Comodo or a third party distress, annoyance, denial of any service, disruption or inconvenience, or 3) send or receive unsolicited bulk correspondence.

3. Ownership. Comodo retains ownership at all times over the Product, including all ownership in any software or intellectual property accompanying the Product. You shall not use Comodo's trademarks except with Comodo's prior written consent.

4. Promotions

4.1. Terms. Comodo occasionally offers promotions and special offers ("Promotion") such as free trials. Comodo may terminate a Promotion at any time. If you subscribe to the Product during a Promotion, you shall be bound by the terms of the Promotion as set forth on the advertisement or web page of the Promotion.

4.2. Payment Information Required. When subscribing to Promotions, including free trials, Comodo may require you to enter payment information, such as a credit card or account number. At the end of a trial period, Comodo may automatically charge the entered payment information for the Product unless Comodo is notified by email, through the email address provided during your registration for the Product, of your cancellation of the Product. Annual subscriptions expire one year from the end of the trial period. Comodo is not obligated to provide notice to you of a trial period's expiration or before your credit card is billed for the Product. You are solely responsible for ensuring that you unsubscribe from any unwanted Product prior the end of the Promotion. No refunds shall be given for a failure to cancel the Product. All Promotions are limited to one per customer. Comodo reserves the right to deny or revoke a subscription to a Promotion for any reason.

5. Term and Termination

5.1. Term. This agreement is effective until terminated by you or by Comodo. If this is a paid Product, you may only use paid Products during the period for which you have paid the subscription fee or as indicated on any applicable purchase order. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.

5.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Products may be terminated by removing all copies of any related software and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to c1-support@comodo.com. Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.

5.3. Termination by Comodo. 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 Products. 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, with email notice, terminate your account or adjust the price of the Products.

5.4. Events Upon Termination. Upon termination, you must immediately cease using the Products and delete all copies of any related software found on your computer and any backup copies made. Upon termination, Comodo may disable further use of the Products 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.

6. Warranty Disclaimers and Limitations on Liability

- 6.1. Internet. You acknowledge that the Product is subject to the operation and telecommunications infrastructures of the Internet and your network and that the operation of the Internet and your network connections are all beyond Comodo's control.
- 6.2. Warranty Disclaimer; Assumption of Risk. YOU ACKNOWLEDGE THAT COMODO PROVIDES THE PRODUCT "AS IS" AND "AS AVAILABLE". COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT AND RELATED 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 PRODUCT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY OF THE PRODUCT.
- 6.3. Damage Limitation. 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. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND 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.
- 6.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SERVICES 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 SERVICES AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. COMMUNICATIONS AND DATA RETURNED TO YOU FROM COMODO'S SERVERS IS SENT TO RECIPIENT IN ITS ORIGINAL STATE AND NOT NECESSARILY ENCRYPTED. COMODO EXPRESSLY DISCLAIMS ANY ENCRYPTION OF COMMUNICATIONS AND DATA DURING TRANSFER.
- 6.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply only to the maximum extent allowed by law.

7. Remedy

- 7.1. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from this agreement must be brought within one (1) year from the date when the cause of action occurred.
- 7.2. Remedy. Your sole remedy for a defect in the Product is to have Comodo attempt to cure the defect. Comodo is not obligated to correct a defect if (i) the Product was misused, damaged, or modified, (ii) you did not promptly report the defect to Comodo, or (iii) you have breached any provision of this agreement.

8. Support.

- 8.1 If Comodo support is included with the Product and you request support from Comodo in your operation or use of the Product, the following provisions apply:

- a. You authorize Comodo to access your computer and delete the files that Comodo deems unnecessary to your computers' operation of this program.
- b. You grant Comodo express permission to alter the registry of any computer receiving the Product and to install, configure, and use additional software on your computers as Comodo sees fit for use of this Product.
- c. You shall assist Comodo as reasonably requested by Comodo in diagnosing the computer and providing the Product.
- d. The Comodo support representative has sole discretion over any instructions and steps taken in providing the Product.
- e. The Comodo support representative may need to download, run, or use software on your computer to assist in diagnosing and resolving computer problems. Such software may include toolbars, utilities, and other tools that allow Comodo to improve computer performance and solve technical problems (collectively, the Diagnostic Software"). The use of all Diagnostic Software is subject to the license agreements associated with the Diagnostic Software. You shall accept and comply with all such license agreements.

9. Privacy

- 9.1. Privacy Policy. Comodo shall follow the privacy policy posted at <http://www.comodo.com/repository/privacy-policy.php> when using collected personal information. Comodo may revise its privacy policy without notice by posting the amended privacy policy on the Comodo website. You shall periodically review the website to be aware of changes.
- 9.2. Communication. Comodo may send you communications regarding your account, the Product, or its other products. By accepting this agreement, you consent to receiving marketing material from Comodo and its affiliates. You may withdraw this consent later and opt-out of receiving communication not directly related to the Product by emailing optout@comodo.com.
- 9.3. Data Collection. Comodo may collect any information necessary to ensure your compliance with this agreement. Comodo may also collect non-personally identifiable information about your use of the Product, which Comodo may use without restriction. Comodo may monitor and record the Product, including any online sessions. These recordings are primarily for improving customer service, internal training, and internal market research. Comodo may disclose these recordings and any other information to satisfy any law, regulation or other governmental request, to operate the Product properly, or to protect ourselves and/or Comodo's customers.

Specific Product functions and Data Collection include:

- screen capture and recording (vnc remote desktop) of client's computer;
- obtaining system information from a client's computer, including hardware temperature and fan speed;
- retrieving a list of installed software, browser addons, and active tcp/udp connections from a client's computer;
- supporting bidirectional file transfer with a client's computer;
- directory/file browsing of client's computer, including running processes, services, drivers and startup applications; and
- recording of chat logs, intervention details logs and uploading these logs into Comodo cloud storage.

- 9.4 **Permissions.** The Product includes a Lead Management Module and upon acceptance of this Agreement, YOU ARE EXPRESSLY AUTHORIZING CONTACT INFORMATION ABOUT YOU TO BE PROVIDED TO COMODO'S THIRD PARTY AFFILIATES AND PARTNERS. Information collected will include: company and contact name, phone, email, geo-location, such as zip code, and industry for the purpose of providing offers and promotions regarding other Comodo products and services.

If you desire to opt-out of this module, please write to: c1-support@comodo.com to disable access to any module.

10. **Arbitration.** The laws of the state of New Jersey, USA, 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 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.

11. Miscellaneous

- 11.1. **Independent Contractors.** No party shall have any authority to act or bind the other party in any way, or to represent that it has such authority. The parties are acting as independent contractors and not as agents, partners, or employees of each other. Nether party has the power to bind or obligate the other, and each party is responsible for its own expenses and employees.
- 11.2. **Notices.** You shall send all notices to Comodo by first class mail, return receipt requested, in English writing to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, NJ 07013, United States. Comodo shall send all notices to the email address listed in your account.
- 11.3. **Entire Agreement.** With respect to the Product, this agreement is the entire understanding of the parties and supersedes all other agreements that may exist between the parties. The parties may execute one or more counterparts of the agreement, each of which will be deemed an original copy of the agreement. Section headings in this agreement are for reference and convenience only and are not part of the interpretation of the agreement.
- 11.4. **Modifications.** Comodo may modify this agreement by posting an updated copy of the agreement on its website. Comodo may also amend its website and pricing without notice. You may not modify this agreement unless the modification is signed by Comodo. Comodo may modify, supplement, or discontinue the Product, in whole or in part, without notice.
- 11.5. **Waiver.** A party's failure to enforce a provision of this agreement will 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 from the waived provision.
- 11.6. **Force Majeure and Internet Frailties.** 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.
- 11.7. **Governing Law.** The laws of the state of New Jersey, USA, 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.

- 11.8. Assignment. You may not assign any of your rights or obligations under this agreement. Any transfer without Comodo’s consent is void. Comodo may assign its rights and obligations without your consent.
- 11.9. Severability. Any provision determined invalid or unenforceable by rule of law 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.
- 11.10. Survival. All provisions of the agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 11.11. Rights of Third Parties. There are no third party beneficiaries under the agreement.

12. Included Software and Licenses

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Component	License
osTicket	GPLv2
Vfense	LGPLv3
OpenSSL	OpenSSL License SSLey License
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Google Protocol Buffers	3-Clause BSD License
zlib	zlib License

Copies of the licenses covering some of these components can be found at the following destinations:

- GNU General Public License version 2 (June 1991) (“GPLv2”), which can be found here: <http://www.gnu.org/licenses/gpl-2.0.html>
- GNU General Public License version 3 (29 June 2007) (“GPLv3”), which can be found here: <http://www.gnu.org/copyleft/gpl.html>
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ATTN: Accounting
Comodo Security Solutions, Inc.
1255 Broad Street
Clifton, NJ 07012
United States

In your email and along with your check please include your name, address, telephone number, email address, the Comodo product name, and the specific open-source software components. Your request will be processed once Comodo receives both your email and your check.

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The following applies to Google Protocol Buffers:

Google Protocol Buffers - protobuf
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The following applies to zlib:

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

Jean-loup Gailly jloup@gzip.org
Mark Adler madler@alumni.caltech.edu

13. Acceptance

BY CLICKING "I ACCEPT", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ACCEPT THE PRODUCT'S FUNCTIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT ACCEPT THIS AGREEMENT AND THE PRODUCT'S FUNCTIONS.