COMODO CODE SIGNING CERTIFICATE SUBSCRIBER AGREEMENT

IMPORTANT—PLEASE READ THIS CODE SIGNING CERTIFICATE SUBSCRIBER AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A COMODO CERTIFICATE. BY USING, APPLYING FOR, OR ACCEPTING A COMODO CERTIFICATE OR BY CLICKING ON "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO IT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE A COMODO CERTIFICATE AND DO NOT CLICK "I AGREE".

This agreement is between you ("Subscriber") and Comodo CA Limited ("Comodo"), a United Kingdom company. This agreement governs your application for and use of an SSL Certificate issued from Comodo. You and Comodo agree as follows:

1. Subscription Service.

1.1. <u>Request</u>. Subscriber shall submit a certificate request in a form specified by Comodo for each ordered certificate ("Certificate Request"). Forms for Certificate Request are available on the Comodo website and may be completed electronically. This agreement applies to multiple future Certificate request and any resulting Certificates, regardless of when the Certificate is requested or issued.

1.2. <u>Issuance</u>. Upon Comodo's acceptance of the Certificate Request, Comodo shall attempt to validate the information provided in the request form in accordance with the Comodo CPS and, for EV Code Signing Certificates, the EV Guidelines. If Comodo chooses to accept the certificate request and can validate Subscriber to Comodo's satisfaction, Comodo shall issue the ordered Certificate(s) to Subscriber. Comodo may reject any certificate request and refuse to issue any ordered Certificate in its sole discretion.

1.3. <u>License</u>. After issuance, Comodo grants Subscriber a revocable, non-exclusive, non-transferable license to use the issued Certificates to sign software code. All rights not expressly granted herein to Subscriber are reserved to Comodo.

1.4. <u>Fee</u>. Subscriber shall pay all fees applicable to the ordered Certificate prior to Comodo validating and issuing the Certificate. Fees for ordered Certificates are presented to Subscriber during the application process. All fees are non-refundable, except that the Certificate's seller will refund a payment if, before 20 business days after the Certificate's issuance, the Subscriber has 1) not used the Certificate and 2) made a written request to Comodo for the Certificate's revocation.

1.5. <u>Subscriber Obligations</u>. Subscriber shall:

   (i) use the Certificates only for the purposes listed in the Comodo CPS;

   (ii) only install an issued Certificate on one machine at a time, and only use an issued Certificate for authorized business of the Subscriber;

   (iii) be responsible for any computer hardware, telecommunications hardware, and software necessary to use the Certificate;

   (iv) obtain and maintain any authorization or license necessary to use the Certificate;

   (v) bind each Relying Party to Comodo's Relying Party Agreement;

   (vi) keep Confidential Information confidential and uncompromised, and immediately inform Comodo and request revocation of any affected Certificates if Subscriber reasonably believes that Confidential Information has been disclosed or compromised;

   (vii) ensure that all information provided to Comodo is complete and accurate and does not include any information that would be unlawful, contrary to public interest, or otherwise likely to damage the business or reputation of Comodo if used in any way;

   (viii) for Code Signing Certificates, inform Comodo if: 1) it is discovered (by whatever means) that code that has been signed is suspect; 2) information in a certificate is or becomes

invalid; or 3) Subscriber discovers or suspects that a copy of its private key, or key-activation data, is no longer under its sole control;

(ix)   use one of the following options to generate and protect each Code Signing Certificate Private Key: 1) a Trusted Platform Module ("TPM") that generates and secures a key pair and that can document protection of the Private Key through a TPM key attestation; 2) a hardware crypto module with a unit design form factor certified as conforming to at least FIPS 140 Level 2, Common Criteria EAL 4+, or equivalent; or 3) another type of hardware storage token with a unit design form factor of SD Card or USB token (not necessarily certified as conformant with FIPS 140 Level 2 or Common Criteria EAL 4+);

(x)   immediately cease using a Certificate and associated Private Key 1) if the Private Key is compromised or 2) after the Certificate is expired or revoked;

(xi)   immediately notify Comodo of 1) any breach of this agreement or 2) any information provided to Comodo changes, ceases to be accurate, or becomes inconsistent with the warranties made by Subscriber herein; and

(xii)   comply with all applicable local and international laws when receiving or using a Certificate, including all export laws. Subscriber shall not export or re-export, either directly or indirectly, any Certificate to a country or entity under United Kingdom or United States restrictions. SUBSCRIBER ASSUMES ALL LIABILITY FOR ITS VIOLATION OF EXPORT LAWS.

1.6.   Restrictions. Subscriber shall not:

(i)   impersonate or misrepresent Subscriber's affiliation with any entity;

(ii)   modify, license, create a derivative work of, or transfer any Certificate (except as required to use the Certificate) or Private Key;

(iii)   install or use an issued Certificate until after Subscriber has reviewed and verified the Certificate data's accuracy;

(iv)   upload or distribute any files or software that may damage the operation of another's computer;

(v)   use the Services with any on-line control equipment in hazardous environments requiring fail-safe performance where the failure of the Services could lead directly to death, personal injury or severe physical or environmental damage;

(vi)   use the Services to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) breach the confidence of a third party, 3) infringe on the intellectual property rights of a third party, 4) cause Comodo or a third party distress, annoyance, denial of any service, disruption or inconvenience, 5) send or receive unsolicited bulk correspondence or 6) create a Private Key that is substantially similar to a Comodo or third party's Private Key; or

(vii)   make representations regarding the Service to any third party except as agreed to in writing by Comodo.

2.   **Warranties and Representations**.

2.1.   Subscriber warrants that:

(i)   If has full power and authority to enter into this agreement and perform its obligations hereunder;

(ii)   the information provided in the Certificate request is truthful, accurate and not misleading;

(iii)   no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties;

(iv)   the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose;

(v)   you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key;

(vi)   you have been (since the time of its creation) and will remain the only person possessing any challenge phrase, PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same;

(vii)   you will use your Certificate exclusively for authorized and legal purposes consistent with this agreement;

(viii)   you will use your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise;

(ix)   each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created;

(x)   you manifest assent to this agreement as a condition of obtaining a Certificate; and

(xi)   you will not monitor, interfere with, or reverse engineer the technical implementation of the Comodo PKI, except with the prior written approval from Comodo, and shall not otherwise intentionally compromise the security of the Comodo PKI.

2.2.   For Code Signing Certificates, Subscriber warrants that:

(i)   the individual accepting this agreement is expressly authorized by Subscriber to sign this agreement for Subscriber; and

(ii)   it will not knowingly use the Certificate to sign software that contains suspect code.

3.   **Revocation**. Comodo may revoke a Certificate if Comodo believes that:

(i)   Subscriber requested revocation of the Certificate;

(ii)   Subscriber did not authorize the Certificate and has not retroactively granted authorization;

(iii)   Subscriber breached this agreement;

(iv)   Confidential Information related to the Certificate has been disclosed or compromised;

(v)   the Certificate has been 1) misused, 2) used contrary to law, rule, or regulation or 3) used, directly or indirectly, for illegal or fraudulent purposes;

(vi)   information in the Certificate is inaccurate or misleading;

(vii)   Subscriber loses exclusive control over a domain name listed in the Certificate;

(viii)   the Certificate was not issued or used in accordance with Comodo's CPS or industry standards, or, for EV Code Signing Certificates, the EV Guidelines;

(ix)   Comodo 1) ceased operations or 2) is no longer allowed to issue the Certificate, and no other certificate authority has agreed to provide revocation support for the Certificate;

(x)   Subscriber is added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Comodo's jurisdiction of operation;

(xi)   the Certificate was issued to publishers of malicious software;

(xii)   the Certificate may have been used to digitally sign hostile code, including spyware or other malicious software;

(xiii)   the CPS authorizes revocation of the Certificate; or

(xiv)   the Certificate, if not revoked, will compromise the trust status of Comodo.

After revoking the Certificate, Comodo may, in its sole discretion, reissue the Certificate to Subscriber or terminate this agreement.

4. Intellectual Property Rights.

4.1. <u>Comodo IP Rights</u>. Comodo retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in:

    (i)   the services and products provided by Comodo, including issued Certificates;

    (ii)   all copies or derivative works of the Comodo's services and products, regardless of who produced, requested, or suggested the copy or derivative work;

    (iii)   documentation, software, and other supporting materials provided by Comodo; and

    (iv)   Comodo's copyrights, patent rights, trademarks, trade secret rights and other proprietary rights.

4.2. <u>Trademarks</u>. Subscriber shall not use a Comodo trademark without Comodo's written consent. Comodo consents to use of trademarks in connection with provided TrustLogos.

5. Indemnification.

5.1. <u>Indemnification</u>. Subscriber shall indemnify Comodo and its affiliates and their respective directors, officers, employees, and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on Subscriber's breach of this agreement, information provided by Subscriber, or Subscriber's or its customers' infringement on the rights of a third party.

5.2. <u>Indemnification Procedure</u>. Comodo shall notify Subscriber promptly of any demand for indemnification. However, Comodo's failure to notify will not relieve Subscriber from its indemnification obligations except to the extent that the failure to provide timely notice materially prejudices Subscriber. Subscriber 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. Subscriber 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>. The indemnification obligations of Subscriber are not Comodo's sole remedy for Subscriber's breach and are in addition to any other remedies Comodo may have against Subscriber under this agreement. Subscriber's indemnification obligations survive the termination of this agreement.

6. Term and Termination.

6.1. <u>Term</u>. Unless otherwise terminated as allowed herein, this agreement is effective upon Subscriber's acceptance and lasts for as long as a Certificate issued under this agreement is valid.

6.2. <u>Termination</u>. Either party may terminate this agreement with 20 business days' notice for convenience. Comodo may terminate this agreement immediately without notice if:

    (i)   Subscriber materially breaches this agreement;

    (ii)   if Comodo revokes a Certificate as allowed herein;

    (iii)   if Comodo rejects Subscriber's Certificate application;

    (iv)   Comodo cannot satisfactorily validate Subscriber in accordance with section 1.2; or

    (v)   if industry standards change in a way that affects the validity of the Certificates ordered by Subscriber.

6.3. <u>Events Upon Termination</u>. After termination, Comodo may revoke any other Certificate's issued to Subscriber without further notice. Subscriber shall pay any amounts still owed for

the Certificates. Comodo is not obligated to refund any payment made by Subscriber upon termination of this agreement.

7.   Disclaimers and Limitation of Liability.

7.1.   <u>Relying Party Warranties</u>. Subscriber acknowledges that the Relying Party Warranty is only for the benefit of Relying Parties. Subscriber does not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty.

7.2.   <u>Exclusion of Warranties</u>.   THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES. 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 SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

7.3.   <u>Limitation on Liability</u>. SUBJECT TO SECTION 7.4, THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE SERVICES GIVING RISE TO THE LIABILITY. SUBSCRIBER WAIVES ALL LIABILITY FOR ANY 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 any claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.

7.4.   <u>Exception</u>. Nothing in this agreement excludes or limits the liability of either party for death or personal injury resulting from the negligence of that party or for any statements made fraudulently by either party.

8.   Remedy.

8.1.   <u>Injunctive Relief</u>. Subscriber acknowledges that its breach of this agreement will result in irreparable harm to Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, Comodo may seek and obtain an injunctive order against a breach or threatened breach of this agreement by Subscriber.

8.2.   <u>Limitation on Actions</u>. 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.

8.3.   <u>Remedy</u>. Subscriber's sole remedy for a defect in the Services is to have Comodo use reasonable efforts to correct the defect. Comodo is not obligated to correct a defect if (i) the Service was misused, damaged, or modified, (ii) Subscriber did not immediately report the defect to Comodo, or (iii) Subscriber breached any provision of this agreement.

9.   **Confidentiality**. Except as allowed herein, a party ("Receiving Party") shall not use or disclose any Confidential Information provided by the other party (the "Disclosing Party") other than for the purpose of performing its obligations under this agreement. The Receiving Party shall take reasonable measures to prevent unauthorized disclosure and shall ensure that any person receiving Confidential Information complies with the restrictions in this section. The Receiving Party may disclose Confidential Information if the information:

(i)   is already possessed by the Receiving Party before receipt from the Disclosing Party;

(ii)   is or becomes public domain without fault of the Receiving Party;

(iii)   is received by the Receiving Party from a third party who is not under an obligation of confidentiality or a restriction on the use and disclosure of the information;

(iv)   is disclosed in response to the requirements of a law, governmental order, regulation, or legal process and the Receiving Party first gives prior notice to the Disclosing Party of the requirement to disclose the information; or

(v)   is disclosed under operation of law to the public without a duty of confidentiality.

A party asserting one of the exceptions to Confidential Information above shall prove the assertion using verifiable documentary evidence. The restrictions contained in this section apply for the duration of this agreement plus five years after its termination.

10.   **Privacy.**

(i)   Comodo shall follow the privacy policy posted on its website when receiving and using information from the Subscriber. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website. Subject to Section 10(ii), Comodo shall use reasonable efforts in protecting Subscriber's information.   Subscriber acknowledges that risks remain that are beyond Comodo's reasonable control and waives all liability of Comodo for these risks.

(ii)   Subscriber consents to 1) Comodo disclosing Subscriber's information publicly by embedding the information in issued Certificates and 2) Comodo disclosing and transferring Subscriber's information to third parties located outside of the European Union as necessary to validate and issue Certificates.

(iii)   Subscriber may opt-out of having information used for purposes not directly related to the Services by emailing a clear notice to optout@comodo.com. By clicking "I AGREE", Subscriber affirmatively consents to receiving Comodo's and its affiliates marketing material.

11.   **Miscellaneous.**

11.1.   Force Majeure and Internet Frailties. Other than for payment obligations by Subscriber, 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.

11.2.   Notices. Subscriber shall send all notices to Comodo by first class mail in English writing, with return receipt requested, to Comodo CA Limited, 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom. Comodo shall send all notices to Subscriber's contact information listed on its Certificate application. Comodo may send notices by mail, email, or facsimile.

11.3.   Entire Agreement. This agreement and all documents referred to herein constitute the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist. Section headings are for reference and convenience only and are not part of the interpretation of this agreement.

11.4.   Amendments. Comodo may amend this agreement, the CPS, the Relying Party Agreement, the Relying Party Warranty, its website, and any documents listed in its Repository at any time by posting the amendment or amended document on its website.   Subscriber shall periodically review the website to be aware of any changes. Subscriber may terminate this agreement if Subscriber does not agree to the amendment. Subscriber's continued use of the Services after an amendment is posted constitutes Subscriber's acceptance of the amendment.

11.5. <u>Waiver</u>. 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. <u>Assignment</u>. Subscriber shall not assign any of its rights or obligations under this agreement without the prior written consent of Comodo. Any transfer without consent will be void. Comodo may assign its rights and obligations without Subscriber's consent.

11.7. <u>Governing Law and Venue</u>. The laws of England and Wales 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 courts of England and Wales. Both parties agree to the exclusive venue and jurisdiction of these courts.

11.8. <u>Severability</u>. 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 will be deemed omitted and the balance of this agreement will remain valid and enforceable.

11.9. <u>Survival</u>. All provisions of this agreement related to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this agreement.

11.10. <u>Rights of Third Parties</u>. The Certificate Beneficiaries are express third party beneficiaries of Subscriber's obligations and warranties in this agreement.

12. **Definitions.**

12.1. **"Certificate"** means a digitally signed electronic data file issued by Comodo to a person or entity seeking to conduct business over a communications network which contains the identity of the person authorized to use the Digital Signature, a copy of their Public Key, a serial number, a time period during which the data file may be used, and a Digital Signature issued by Comodo.

12.2. **"CPS"** refers to the documents explaining Comodo's policies and procedures when operating its PKI infrastructure.

12.3. **"Code Signing Certificate"** means a Certificate informing customers that they can trust the software download by verifying code integrity and company legitimacy.

12.4. **"Confidential Information"** means all material, data, systems, technical operations, and other information concerning Comodo's business operations that is not known to the general public, including all information about the Certificate issuance services (such as all Private Keys, personal identification numbers and passwords).

12.5. **"Certificate Beneficiaries"** means the Subject named in the Certificate, any third parties with whom Comodo has entered into a contract for inclusion of its root certificate, and all Relying Parties that actually rely on such Certificate during the period when it is valid.

12.6. **"Digital Signature"** means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.

12.7. **"EV Code Signing Certificate"** means a Code Signing Certificate issued in compliance with the EV Guidelines.

12.8. **"Private Key"** means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, and decrypt files or messages which have been encrypted with a Public Key.

12.9.   "**Public Key"** means a publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures and encrypt files or messages.

12.10.   **"Relying Party"** means an entity that acts in reliance on a Certificate or a Digital Signature.

12.11.   "**Relying Party Agreement"** refers to an agreement located on the Comodo Repository that governs a Relying Party's use of the Certificate when transacting business with the Subscriber's website.

12.12.   **"Relying Party Warranty"** refers to a warranty offered by Comodo to a Relying Party under the terms and conditions found in the Comodo Relying Party Agreement in connection with the Relying Party's use of a Certificate.

12.13.   **"Repository"** means a publicly available collection of information and databases relating to Comodo's Certificate practices and which is available at http://www.comodo.com/repository.

12.14.   **"Services"** means the Certificates ordered hereunder along with any related TrustLogos, software, and documentation.

12.15.   **"TrustLogo"** means a logo provided by Comodo for use on a Subscriber's site in connection with an issued Certificate.

ACCEPTANCE

BY CLICKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE TO COMPLY WITH ITS TERMS. DO NOT CLICK "I AGREE" IF YOU DO NOT ACCEPT THIS AGREEMENT.