COMODO TF CERTIFICATE SUBSCRIBER AGREEMENT

IMPORTANT—PLEASE READ THIS AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A COMODO TF CERTIFICATE. BY USING, APPLYING FOR, OR ACCEPTING A COMODO TF CERTIFICATE OR BY CLICKING ON "I AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO THE TERMS AS PESENTED HEREIN. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE A COMODO TF CERTIFICATE AND DO NOT CLICK "I AGREE" BELOW.

This agreement between you (the "Subscriber" or "you") and Comodo CA Limited ("Comodo"), which has its principal place of business at 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom, governs your use of Comodo's digital certificate services.

1.   **Definitions and Interpretations**.

   1.1.   **"CPS"** refers to the documents on Comodo's website that contain the polices and procedures Comodo follows when operating its PKI infrastructure.

   1.2.   **"Confidential Information"** means all information concerning a TF Certificate and your account with the Issuing Agent that is not known to the general public. All Private Keys are considered Confidential Information.

   1.3.   **"Issuing Agent"** means the entity with which you have established an account and that will issue the TF Certificate for authenticated access to the Secure Site.

   1.4.   **"Secure Site"** means a website controlled by Issuing Agent that uses the TF Certificate to provide two factor authentication and encryption.

   1.5.   **"TF Certificate"** means a digitally signed electronic data file forming to the X.509 version 3 ITU standards that is issued by Comodo through Issuing Agent to provide encrypted two factored authentication to the Secure Site.

   1.6.   **"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.

   1.7.   **"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.

2.   **Use of the TF Certificate**

   2.1.   Issuance. After Issuing Agent validates your right to access the Secure Site, Comodo shall issue to you a TF Certificate for your own personal use. You may use the TF Certificate only to access your account on the Secure Site.   You shall not resell or transfer the TF Certificate to any third party or use the TF Certificate to access any other website. Comodo may refuse to provide a TF Certificate to you in its sole discretion.

   2.2.   Limitations. The TF Certificate is being only licensed to you, not sold. You acknowledge that Comodo retains all rights, title, and interest in the TF Certificate and any related services or products. All rights not granted herein are reserved to Comodo.

   2.3.   Obligations. You shall:

      (i)   use the TF Certificates only to access your own account on the Secure Site;

(ii)   be responsible for your computer and Internet access and any other hardware or software required to use the TF Certificate;

(iii)   obtain and keep in force any authorization, permission, or license necessary to use the TF Certificate;

(iv)   protect all Confidential Information;

(v)   provide Comodo with complete and accurate information if requested and not provide any information that would be unlawful or damage the business or reputation of Comodo if used;

(vi)   immediately inform Comodo if any information provided by you changes or ceases to be accurate;

(vii)   promptly cease using the TF Certificate and its associated Private Key and promptly request revocation of the TF Certificate, if (a) any information in the TF Certificate is or becomes incorrect, or (b) if you suspect that the Private Key has been compromised;

(viii) promptly cease using the Private Key and TF Certificate upon expiration or revocation of the TF Certificate;

(ix)   promptly disclose in writing to Comodo anything that constitutes a breach of this agreement; and

(x)   use each TF Certificate in compliance with all applicable laws. You may not export or re-export, either directly or indirectly, any TF Certificate to a country or entity under United Kingdom or United States restrictions. .

2.4.   Restrictions. You shall not:

(i)   license or transfer the TF Certificate to a third party;

(ii)   install and use the TF Certificate until after you have verified the accuracy of the data in the TF Certificate;

(iii)   use the TF Certificate to knowingly distribute viruses or other files that could damage the operation of another's computer;

(iv)   use the TF Certificate to 1) engage in actions that are illegal, offensive, abusive, indecent, defamatory, or menacing, 2) breach the confidentiality of a third party, 3) infringe the intellectual property rights of Comodo or a third party, 4) annoy, distress, or disrupt a third party, or 5) send or receive unsolicited bulk correspondence;

(v)   decompile, create derivative works, or modify the TF Certificate and its associated Private Key.; or

(vi)   make representations about the TF Certificate except as first agreed to in writing by Comodo.

2.5.   Revocation. Comodo may revoke a TF Certificate in its sole discretion without notice. Comodo shall revoke a TF Certificate issued to you at your written request.

3.   **Confidentiality**

3.1.   Except as provided in section 3.2, neither party may use Confidential Information disclosed by the other party except as necessary to perform its obligations under this agreement.   Each party shall protect Confidential Information disclosed by the other.

3.2. Either party may disclose Confidential Information to the extent required by law or if disclosure is in response to a judicial or regulatory proceeding, even if the proceeding does not have the force of law. Disclosure under this section is limited to the amount of disclosure necessary to comply with a proceeding. Either party may disclose any Confidential Information if the information comes into the public domain through no fault of the party.

3.3. The restrictions contained in this section shall continue to apply to each party for the duration of the Agreement and for the period of 5 years following the termination of the Agreement.

4. Privacy Policy

4.1. Comodo's use of the your information is controlled by the Comodo privacy policy which is available at http://www.comodo.com/repository/privacy_agreement.html. Comodo may change its privacy policy at any time by posting an updated privacy policy on its website. You agree to review the website periodically to be aware of any changes.

4.2. Comodo may embed any information you provide in the TF Certificate. You consent to Comodo's disclosure of any provided information to the extent necessary to issue the Certificate. Comodo may transmit the information to third parties outside of the European Union.

5. Term and Termination

5.1. Term. This agreement commences on the Effective Date and continues for as long as the TF Certificate is valid unless otherwise terminated earlier as allowed herein.

5.2. Termination. Comodo may terminate this agreement at any time by revoking the TF Certificate. You may terminate this agreement by having Comodo revoke the TF Certificate. You may not use the TF Certificate or Private Key after termination.

6. Disclaimer and Limitation of Liability

6.1. Indemnification. You shall indemnify Comodo from all liability, costs, damages, and expenses (including attorney's fees) resulting from 1) your use of the TF Certificate, 2) your breach of this agreement, or 3) your failure to protect Confidential Information.

6.2. Exclusion of Warranties. THE TF CERTIFICATE IS PROVIDED "AS IS", AND ALL SERVICES ARE PROVIDED "AS AVAILBLE". COMODO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. COMODO DOES NOT WARRANT THAT THE TF CERTIFICATE WILL (I) MEET YOUR REQUIREMENTS, OR (II) BE FREE OF MISTAKES. OR INACCURACIES.

6.3. Limitation on Liability. YOU WAIVE ANY LIABILITY OF COMODO AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, PARTNERS, AND AGENTS, THAT MAY ARISE FROM 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. 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 to the maximum extent allowed by law.

7. Remedy

7.1. <u>Injunctive Relief</u>. You acknowledge that a 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 the agreement by you.

7.2. <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.

7.3. <u>Remedy</u>. Your sole remedy for a defect in a TF Certificate is to have Comodo use commercially reasonable efforts to cure the defect after receiving notice of the defect from you. Comodo is not obligated to correct a defect if (i) the TF Certificate 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. Miscellaneous

8.1. <u>Notices</u>. All notices to Comodo must be in writing, in English, and sent by first class mail, return receipt requested, to the address listed in the introductory paragraph. Notices to you will be made by posting the notice on Comodo's website.

8.2. <u>Entire agreement</u>. This agreement constitutes the entire agreement between the parties with respect to the TF Certificate, superseding all other agreements that may exist between the parties. Section headings in this agreement are for reference and convenience only and are not part of the interpretation of the agreement.

8.3. <u>Modifications</u>. You may not amend this agreement. In its sole discretion, Comodo may amend 1) this agreement, 2) the CPS, 3) its website, or 4) its privacy policy by posting either the amendment or an updated version of the document on Comodo's website. Comodo is not required to give any notice of the changes, and you agree to regularly review the documents on Comodo's website to be aware of any amendments.

8.4. <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 form the waived provision.

8.5. <u>Force Majeure and Internet Frailties</u>. 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. <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.

8.7. <u>Assignment</u>. You may not assign any of your rights or obligations under this agreement without the prior written consent of the other party. Any transfer without consent shall be void. Comodo may assign its rights, duties, and obligations in its sole discretion.

8.8. <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 the agreement will remain valid and enforceable.

8.9. <u>Survival</u>. All provisions of the agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of the agreement.

ACCEPTANCE

  BY CLICKING "I AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL ABIDE BY IT. DO NOT CLICK "I AGREE" IF YOU DO NOT ACCEPT THIS AGREEMENT.