

## END USER LICENSE AGREEMENT AND TERMS OF SERVICE

### COMODO MyDLP Enterprise Edition

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE COMODO MYDLP SOFTWARE (THE “PRODUCT”). THE PRODUCT MEANS ALL OF THE ELECTRONIC FILES PROVIDED BY DOWNLOAD WITH THIS LICENSE AGREEMENT. BY USING THE PRODUCT, 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 THE TERMS HEREIN, DO NOT USE THE SOFTWARE, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

#### Product Functionality

Comodo MyDLP (My Data Leak Prevention) is a system which allows for detection of potential data breaches and to prevent data breaches through monitoring. Comodo MyDLP monitors the following channels web, email, printer, removable devices, and in addition, Comodo MyDLP prevents data leakage before any incident occurs and reduces the risks by performing scans on endpoint(s) and remote storage server(s).

This end user license and subscriber agreement is between you (“you” or “Subscriber”), an individual, and Comodo Yazilim A.S. Turkey, a Turkish company, with offices at Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey (“Comodo”).

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

#### 1. License

- 1.1. Grant of License. Subject to the limits herein, Comodo grants you a non-exclusive, non-sublicensable, and revocable license to download, install, back-up, and use the Product, including any documentation files or website information accompanying it, on a single network for the term that you have paid for, including any documentation and files accompanying the Product. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo. This License grant shall expire at the end of the paid subscription period or at the end of the trial period.
  - a. Server Software Use: You can install and use Comodo MyDLP Enterprise Edition Server software on one server hardware device until the end of the paid subscription. If you purchase the cluster option, you can install and use on one other server for the defined cluster option as specified in the purchase order or invoice you receive with the purchase of the subscription.
  - b. Endpoint Software Use: You can install Comodo MyDLP Enterprise Edition Endpoint Agent on multiple workstations (laptops, PCs, tablets, mobile devices etc.) up to the total number of user seats defined in the purchase order or invoice you receive with the purchase of the subscription.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Product is NOT modified in any manner;
  - (ii) the Product 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 Product,
  - (iv) you promptly pay all license fees when due, and

- (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering Product, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Product if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.
  - 1.4. Limited License. The licenses granted herein are only for the number of computers or devices for which you paid for the Product. You can secure additional computers by obtaining a separate license for each computer or device, which might require an additional fee. You must have a license for each computer or device that accesses or uses the Product prior to installing or using the Product.
  - 1.5. Updates. Comodo is not obligated to provide updates to the Product. 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. The Product may update automatically without notice.
  - 1.6. Technical Support. Comodo is not obligated to provide technical or customer support for Comodo MyDLP. 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. Please reference any separate support or service agreement for details.
  - 1.7. Trial, Free, Evaluation, and Beta. If this agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that you receive with this Product, then the term for the licenses granted herein shall be for the term that you purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, Comodo shall not charge your credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Product without further notice. Participants in a free trial are not entitled to a 30 day refund period. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Product. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Ownership**

- 2.1. No Ownership Rights. The Product is being licensed, not sold. Comodo retains all ownership rights in and to the Product, including any intellectual property rights therein.
- 2.2. Copyright. The Product contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to you herein are expressly reserved by Comodo. You may not remove any copyright or other proprietary notice of Comodo from the Product.
- 2.3. Content. Content, including files, links, images, and text, made available or accessible through the Product is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Product, 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.
- 2.4. Submissions. 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. Payment

- 3.1. Fees. If there is a free version of the Product, it may be used without payment to Comodo. For a paid Product, you must pay the fee listed on Comodo's website prior to using or accessing the Product or any purchase order for the Product. Free and paid for Product are listed on [www.comodo.com](http://www.comodo.com). Comodo may modify fees for paid Product in its sole discretion. Your failure to terminate this agreement after a fee change is posted to Comodo's website constitutes your acceptance of amended prices, which will apply upon your renewal of the Product.
- 3.2. Method of Payment. All fees must be paid in advance. Comodo may automatically charge the account or credit card provided for renewing subscriptions to the Product. However, you remain solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Comodo may, without notice, restrict or remove your access to the Product.
- 3.3. Rejected Charges. If any charges are rejected by your credit card issuer then Comodo may deactivate your account until payment is successfully received. Comodo may deactivate any account that has a disputed charge until Comodo, in its sole discretion, determines the dispute resolved.
- 3.4. Billing Issues. You shall provide Comodo notice of any billing problems or disputes within 60 days after the charge first appears on a statement you receive from your bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the 60 day period is your acceptance of the charges. Comodo is not obligated to provide a refund for any unused Product.

### 4. Restrictions

- 4.1. Lawful Use. The Product is solely for lawful purposes and use. You are responsible for ensuring that your use of the Product is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 4.2. Compliance. 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 Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems or mobile devices; and (6) not use the Product to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 4.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Product 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.**

### 5. Termination.

- 5.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Product during the period for which you have paid the subscription fee. 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 Product 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 [support@comodo.com](mailto: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 Product. 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 Product.
- 5.4. Events Upon Termination. Upon termination, you must immediately cease using the Product and delete all copies of any related software found on your mobile device and any backup copies made. Upon termination, Comodo may disable further use of the Product 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. Indemnification.**

- 6.1. Indemnification. 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") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on your breach of this agreement, information provided by you, or your infringement on the rights of a third party.
- 6.2. Indemnification Procedure. 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.
- 6.3. Additional Liability. 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.

## **7. Disclaimers and Limitation of Liability.**

- 7.1. Internet. You acknowledge that the Product 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.
- 7.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. 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.

- 7.3. Damage Limitation. 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 YOU FOR THE PRODUCT. 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.
- 7.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT 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 PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 7.5. Exceptions. 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.
- 7.6. Limitations on Remedy. 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.

## **8. Privacy.**

- 8.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at [http://www.comodo.com/repository/privacy\\_agreement.html](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.
- 8.2. Permissions: All user information is maintained onsite at the user organization and not at Comodo. User information may only be reached or accessed by Comodo when express permission is provided by the user organization.
- 8.3. 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.
- 8.4. Opt Out. You may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I ACCEPT", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

## **9. Miscellaneous**

- 9.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Yazilim A.S., Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey, with a copy to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.

- 9.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties 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.
- 9.3. Modifications. Comodo may amend or discontinue the Product offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Product. 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.
- 9.4. 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 from the waived provision.
- 9.5. 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.
- 9.6. Arbitration and Governing Law.

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 Comodo Yazilim A.S. Turkey Halici Yazilim Evi Zemin Kat ODTÜ Teknokent Gankaya Ankara Turkey, and a copy sent to Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, NJ 07013, USA.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: The laws of the Republic of Turkey 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 Ankara, Turkey or 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.

- 9.7. 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.
- 9.8. 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.

- 9.9. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 9.10. 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.

Apache Http Components

<http://www.apache.org/licenses/>

Jetty

<http://www.eclipse.org/jetty/> which is dual licensed under Apache 2.0 and Eclipse Public License:

<http://www.apache.org/licenses/LICENSE-2.0>

<http://opensource.org/licenses/EPL-1.0>

Solr

<http://lucene.apache.org/solr/>

<http://www.apache.org/licenses/LICENSE-2.0>

Tika

<http://tika.apache.org/>

<http://www.apache.org/licenses/>

Flex and GPL Squid

<http://www.gnu.org/licenses/gpl-2.0.html>

Postfix

<http://www.postfix.org/IBM-Public-License-1.0.txt>

Ubuntu Server

[http://linux.about.com/od/ubusrv\\_doc/a/ubusg40t01.htm](http://linux.about.com/od/ubusrv_doc/a/ubusg40t01.htm)

Gnu Toolchain

<http://www.gnu.org/licenses/gpl.html>

Oracle Java

MySQL

<http://www.mysql.com/>

GPLv3

<http://www.gnu.org/licenses/gpl-3.0-standalone.html>