

# Enterprise Certificate Agreement

## Terms and Conditions (CCM and Certificates)

### 1. General.

1.1. Account. Comodo shall create an account that Subscriber may use to request Certificates (the "Account"). Access to the Account and login credentials are Confidential Information. Subscriber shall not allow any third party to access the Account and shall be responsible for all orders placed through the Account, regardless of whether the order was approved or authorized by Subscriber.

1.2. Registration. The licenses granted herein are contingent upon Comodo's successful validation of Subscriber. Subscriber authorizes Comodo to carry out a background check, a credit check, or both as part of the validation process. Subscriber shall provide additional information reasonably requested by Comodo.

1.3. Reporting of Errors. Subscriber shall document and promptly report to Comodo any errors or malfunctions in the Certificates or CCM. Upon Comodo's reasonable request, Subscriber shall assist Comodo in rectifying such errors or malfunctions.

### 2. Certificate Validation.

2.1. Certificate Validation. Subscriber shall only request Certificates for domains that are owned or controlled by Subscriber. Subscriber shall assist, if necessary, Comodo to validate each Certificate ordered through the Account. When validating orders, Comodo shall follow the processes and procedures in the CPS, which requires among other things that Comodo perform all domain validation using its DCV system. Comodo shall not invoice Subscriber for any Certificates failing validation.

2.2. Enterprise EV RA. Subject to Comodo's discretion and provided Subscriber has a currently valid Comodo EV Certificate, Comodo appoints Subscriber as an Enterprise EV RA and grants Subscriber a limited, revocable, non-exclusive, non-transferable license to manage, request, revoke, and assist in the validation of Enterprise EV Certificates for Subscriber's own use. As an Enterprise EV RA, Subscriber shall (i) follow the EV Guidelines when validating Enterprise EV Certificates, (ii) validate and approve the issuance of Enterprise EV Certificates (a) only through CCM, (b) only for domains that are owned or directly controlled by Subscriber, and (c) only where the subject of the Enterprise EV Certificate is an organization previously issued a Comodo EV Certificate, and (iii) not request the issuance of an Enterprise EV Certificate at the third or higher domain levels to any subject other than Subscriber or an Affiliate. Comodo may revoke Subscriber's appointment as an Enterprise EV RA at any time on written notice to Subscriber, after which Comodo shall validate all EV Certificates ordered by Subscriber. Subscriber shall not validate or cause to issue top level domain EV Certificates.

2.3. Document Retention. Subscriber shall retain any documentation used to validate an Enterprise EV Certificate for at least two years after the expiration of the Certificate and shall make such documentation available promptly upon Comodo's written request. Comodo may audit, if necessary, Subscriber's validation process with respect to Enterprise EV Certificates by requesting that Subscriber provide electronic documents showing compliance with the CPS. Subscriber shall provide all such documents within five (5) business days. This section survives the Agreement pursuant to section 14 (Survival).

### 3. Certificates.

3.1. Request. When applying for a Certificate, Subscriber shall submit a certificate request in CCM by an individual with the authority to order Certificates on behalf of the entity to be listed in the Certificate.

3.2. Subscriber Agreement. The Agreement is the subscriber agreement required by CPS for all Certificates issued to Subscriber and applies to multiple future Certificate requests and Certificates requested or issued during the Term of the Agreement.

3.3. License. After the Certificate has been successfully validated and issued, and subject to the terms herein, Comodo grants Subscriber a revocable, non-exclusive, non-transferable license to use the issued Certificates on the server hosting the domain name(s) listed in the Certificate until the earlier of (i) expiration of the Certificate's lifecycle, or (ii) the Certificate's revocation.

3.4. Lifecycle. Subscriber may order Certificates with lifecycles equal to the lesser of (i) the maximum lifecycle allowed by Comodo's CPS or industry standards or (ii) the remaining Term rounded up to a whole year. Comodo may modify Certificate lifecycles as necessary to comply with changes in industry standards, third parties chained to Comodo's root Certificates, Comodo's auditors, and Application Software Suppliers.

3.5. Revocation. Comodo may revoke Certificates for the reasons stated in the CPS. In addition, Comodo may revoke a Certificate if Comodo reasonably believes that: (i) Subscriber requests revocation of a

Certificate; (ii) if the Agreement or a separate subscriber agreement applicable to the Certificate terminates; (iii) the original Certificate request was not authorized and authorization is not retroactively granted; (iv) Confidential Information related to the Certificate is misused or compromised, or Confidential Information could be disclosed if the Certificate is not revoked; (v) Subscriber violates a material obligation under this Agreement; (vi) Subscriber has used the Certificates contrary to industry standards or applicable laws, rules, or regulations; (vii) the Certificate is being used, directly or indirectly, to engage in illegal or fraudulent activity; (viii) inaccurate or incomplete information is present in the Certificate; (ix) the Certificate was not issued in accordance with the applicable validation guidelines, or the Certificate was issued as a result of fraud or negligence; (x) Comodo's Certificate operations cease, and Comodo has not arranged for another certificate authority to provide revocation support for the Certificate; (xi) Comodo's right to issue Certificates under applicable guidelines has been revoked or terminated; (xii) Subscriber has been 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; (xiii) the Certificate was issued to a publisher of malicious software or to an entity that impersonated other persons or entities; or (xiv) the Certificate, if not revoked, will compromise the trust status of Comodo.

3.6. Discontinued Certificates. Upon notice to Subscriber, Comodo may modify or discontinue any type of Certificate. Unless the modification or discontinuance is caused by a change in industry standards, Comodo shall replace any discontinued Certificate type with a similar Certificate.

3.7. Support. Comodo shall provide standard Comodo-branded customer support at no extra charge. Customer support includes email support, available 24 hours per day, seven days per week, and telephone support, available 16 hours per day, five days per week.

### 4. Comodo Certificate Manager (CCM).

4.1. License. Subject to the terms herein, Comodo hereby grants Subscriber a limited, revocable, non-exclusive, non-transferable license to use CCM during the Initial Term and any Renewal Terms to request, revoke, and manage Certificates issued to Subscriber. All rights not expressly granted herein are reserved to Comodo.

4.2. Limitations; Restrictions. Subscriber may not transfer or provide access to CCM to a third party. Comodo shall host CCM at all times within its infrastructure. Subscriber shall access CCM only by connecting remotely over the Internet to Comodo's servers. Subscriber shall not attempt to copy, reproduce, reverse engineer, disassemble, decompile, customize, translate, or alter CCM or attempt to unlock or by-pass any access prevention device in CCM or have anyone else do so. Subscriber may incorporate APIs included in CCM into its own software, provided that such software is not provided to any third party. Subscriber shall not alter, obscure, amend, or interfere with Certificate agreements presented through CCM. These limitations survive termination of the Agreement.

4.3. Roles. Subscriber shall designate in CCM a natural person (or persons) as an MRAO, a Certificate Approver, and Certificate Requester(s) (collectively, "CCM Administrators"). Unless each designation is revoked by Subscriber deactivating such person's account access privileges, such designation lasts for the greater of (i) the remaining Term, and (ii) expiration or revocation of all Certificates issued under the Agreement.

### 5. Subscriber Responsibility.

5.1. Obligations. Subscriber shall: (i) in connection with the issuance of Certificates, provide accurate and complete information at all times to Comodo in the Certificate request and as otherwise requested; (ii) install and use each Certificate 1) only on domains owned or controlled by Subscriber and 2) only on the server(s) accessible at the domain name listed in the Certificate; (iii) review and verify the accuracy of the data in each Certificate prior to installing and using the Certificate, and immediately inform Comodo if any data listed in a Certificate changes or ceases to be accurate; (iv) be responsible, at Subscriber's expense, for 1) all computers, telecommunication equipment, software, access to the Internet, and communications networks (if any) required to use CCM or Certificates, 2) the conduct of MRAO and all CCM Administrators, and 3) Subscriber's conduct and its website maintenance, operation, development, and content; (v) promptly inform Comodo if Subscriber becomes aware of any misuse of the Certificates and assist Comodo in preventing, curing, and rectifying any misuse; (vi) take all reasonable measures to assure control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in a Certificate; (vii) immediately cease using a Certificate and the related Private Key and request revocation of the Certificate if 1) any information

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in the Certificate is or becomes incorrect or inaccurate, or 2) there is any actual or suspected misuse or compromise of the Private Key associated with the Certificate; (vii) cease all use of the Certificate and its Private Key upon expiration or revocation of the Certificate; (ix) comply with all regulations, policies, and procedures of its networks while using CCM and Certificates, and obtain and keep in force any authorization, permission or license necessary for Subscriber to use the Certificates and CCM; and (x) abide all applicable laws, rules, regulations, and guidelines when using CCM and the Certificates.

5.2. **Restrictions.** Subscriber shall not: (i) impersonate or misrepresent Subscriber's affiliation with any entity, (ii) use CCM or Certificates to 1) engage in conduct that is defamatory, obscene, or menacing, 2) breach the confidence of a third party, 3) cause Comodo or a third party distress, annoyance, denial of any service, disruption or inconvenience, 4) send or receive unsolicited bulk correspondence, or 5) create a Private Key that is substantially similar to a Comodo or third party's Private Key, (iii) upload or distribute any files or software that may damage the operation of another's computer, (iv) interfere with the proper functioning of Comodo's website or with any transactions conducted through the Comodo website, or (v) take any action that imposes an unreasonably or disproportionately large load on Comodo's infrastructure.

5.3. **Export.** Subscriber shall abide by all applicable laws, regulations, and rules when using CCM and Certificates, including the export and import regulations promulgated by Subscriber's government, the U.S. Dep't of Commerce, the U.S. Dep't of Treasury, and the U.K. Dep't for International Trade. Subscriber is solely responsible for procuring and renewing any required export or import licenses.

### 6. Pricing and Payment Terms.

6.1. **Generally.** Subscriber shall pay the prices listed in the Order Form (for the Initial Term) or renewal Addendum (for a Renewal Term) for the purchase of Certificates and access to CCM in accordance with the payment terms in the Agreement. For each ordered Certificate not listed, Subscriber shall pay the prices listed on the website [www.enterprisesssl.com](http://www.enterprisesssl.com).

6.2. **Deposits.** For payments listed as a deposit, Subscriber agrees to make such payments to Comodo in consideration for the discounted Certificate prices listed therein during the Term. Upon receipt of payment, Comodo will credit the Account with the amount of such payment. All amounts credited to the Account will roll-over during each contract year of the Term; however, all amounts credited to the Account are non-refundable and may only be used by Subscriber to purchase Certificates during the Term. At the end of the Term, all amounts remaining in the Account will be forfeited.

6.3. **Subscription Fees.** For payments listed as a subscription fee, Subscriber agrees to make such payments to Comodo in consideration for access to CCM and use of the Certificates listed therein during the Term. All fees are paid annually and in advance. If the Agreement renews automatically, the parties agree that subscription fees for the upcoming Renewal Term may be increased, but only up to a maximum of 5% over the previous year's fees, unless otherwise prohibited by law. All fees are non-refundable, regardless of the number of Certificates actually utilized by Subscriber.

6.4. **Taxes.** Prices do not include any sales, use, excise, transaction, or similar taxes. If such taxes are applicable, Comodo will separately state them on the invoice. Except for any taxes on Comodo's income, Subscriber shall pay all taxes resulting from Subscriber's possession and use of CCM and the Certificates issued under the Agreement.

### 7. Marketing.

7.1. **License.** Subject to sections 7 and 8, Comodo hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to display Comodo's trademarks and other marketing material in connection with its use of the Certificates.

7.2. **Restrictions.** Subscriber shall not publish any marketing material or documentation that refers to Comodo, its Certificates, or CCM without receiving written prior approval from Comodo, which Comodo shall not unreasonably withhold. Subscriber shall use only facts that Comodo itself uses in its non-confidential written materials when referring to CCM or Certificates.

7.3. **Comodo Marketing.** Subscriber grants Comodo a non-exclusive, non-transferable, non-sublicensable, royalty-free worldwide license during the Term to use Subscriber's name and logo on Comodo's customer list and marketing materials. The goodwill associated with such use shall inure solely to the benefit of Subscriber.

### 8. Intellectual Property Rights.

8.1. **Comodo IP Rights.** Comodo retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in: (i) the Certificates and CCM, including all techniques and ideas embedded therein; (ii) all copies or derivative works of the Certificates or CCM, regardless of who produced, requested, or suggested the copy or derivative work; (iii) all documentation and marketing materials provided by Comodo to Subscriber; and (iv) all of Comodo's copyrights, patent rights, trade secret rights and other proprietary rights. All derivative works or modifications to CCM made or suggested by Subscriber or Comodo will be owned by Comodo. Subscriber owns any software incorporating the APIs, but the APIs themselves remain the property of Comodo.

8.2. **Restrictions.** The parties shall protect each other's intellectual property, goodwill, and reputation. Subscriber shall not use the Certificates, or Comodo's trademark, in a way that might diminish or damage Comodo's reputation, including using the Certificates on a website that infringes the rights of a third party or could be considered associated with a crime. Comodo may terminate the Agreement or restrict access to CCM or the Certificates if Comodo reasonably believes that CCM or Certificates are being used to post or make accessible any material that infringes a third party's rights.

9. **Confidentiality.** Provided the parties have not entered into a separate agreement by the Effective Date that governs the exchange of Confidential Information pursuant to the Agreement: (i) neither party ("Receiving Party") may use or disclose any Confidential Information provided by the other party or its affiliates (the "Disclosing Party") other than for the purpose of performing its obligations under the Agreement, except as allowed herein; (ii) the Receiving Party shall take reasonable measures to prevent unauthorized disclosure of Confidential Information and shall ensure that any person receiving Confidential Information complies with the restrictions in this section; (iii) the Receiving Party may disclose Confidential Information if the information: (a) is already possessed by the Receiving Party before receipt from the Disclosing Party; (b) is or becomes public domain without fault of the Receiving Party; (c) 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; (d) is disclosed in response to the requirements of a law, governmental order, regulation, or legal process if the Receiving Party first gives prior notice to the Disclosing Party of the requirement to disclose the information; or (e) is disclosed under operation of law to the public without a duty of confidentiality; and (iv) a party asserting one of the exceptions to Confidential Information above shall prove the assertion using verifiable documentary evidence.

### 10. Term and Termination.

10.1. **Term.** The Agreement shall commence on the Effective Date and continue in effect for the Term.

10.2. **Auto-Renewal.** If the Order Form states that the Agreement renews automatically, then, upon completion of the Initial Term or then-current Renewal Term, the Agreement shall continue in effect (instead of expiring) for successive Renewal Terms unless either party provides the other with thirty (30) days' prior written notice that the Agreement shall expire instead of renewing at the start of the upcoming Renewal Term.

10.3. **Termination.** Without prejudice to any rights or remedies, a party may terminate the Agreement: (i) if the other party materially breaches the Agreement and fails to remedy the breach upon ten (10) days written notice; (ii) immediately, if the other party violates the limitations on the licenses granted herein, its duty of confidentiality, its duty to adhere to industry standards, or any of the representations it made herein; (iii) immediately, if Subscriber issues a Certificate to a third party; (iv) immediately, if Subscriber engages in illegal or fraudulent activity or an activity that could harm Comodo's business practices; (v) immediately, if Subscriber fails in its capacity as an Enterprise EV RA (if applicable) to follow the CPS when validating and authorizing the issuance of Certificates; (vi) if Subscriber (a) has a receiver, trustee, or liquidator appointed over substantially all of its assets, (b) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing, (c) files a voluntary petition of bankruptcy or reorganization, (d) assigns the Agreement, or (e) undergoes a change of control where more than fifty percent ownership is transferred to a third party; or (vii) upon reasonable notice, if Comodo is no longer allowed to issue Certificates or if a change in industry standards, regulations, or law prevents further use or issuance of Certificates.

10.4. **Events upon Termination.** Upon termination or expiration of the Agreement, all rights and licenses granted herein to Subscriber terminate and revert to Comodo. In addition, Subscriber shall: (i) immediately cease

validating and issuing Certificates; (ii) immediately discontinue all statements that imply a relationship exists between Comodo and Subscriber; (iii) immediately cease using Comodo's trademarks and make any transfers reasonably requested by Comodo to ensure that all trademark rights remain with Comodo; and (iv) continue to comply with its confidentiality obligations under the Agreement. Subscriber may continue to use all Certificates issued during the Term until the earlier of revocation of the Certificate, as provided herein, or the end of the Certificate's lifecycle.

**11. Indemnification.**

11.1. Subscriber Indemnification. Subscriber shall defend, indemnify, and hold harmless Comodo, its Affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, losses, expenses, and costs (including reasonable attorney's fees) (collectively "Losses") that arise out of or relate to, directly or indirectly: (i) Subscriber's breach of the Agreement; (ii) Subscriber's actions as an Enterprise EV RA; (iii) Subscriber's failure to disclose a material fact related to the issuance or use of a Certificate; or (iv) Subscriber's infringement on the rights of a third party. Subscriber shall reimburse each Comodo Indemnitee for all Losses as they are incurred.

11.2. Comodo Indemnification. Comodo shall indemnify Subscriber from and against any and all Losses incurred by Subscriber that are based on Comodo's infringement or misappropriation of a trade secret of a third party or any U.S. patent, registered copyright, or registered trademark related to a Certificate. Comodo's indemnification obligations shall not apply to the extent any such infringement or misappropriation is the result of: (a) Subscriber's independent modification of a Certificate, or any other product, software or service provided under the Agreement, where without such modification the Certificate or other product would not infringe, (b) Subscriber's combination or use of a Certificate or any other product, software or service provided under the Agreement with any other third-party product, or (c) Comodo's adherence to Subscriber's express written instructions where such instructions, or any modifications, changes, or combinations made as a result of said instructions, are responsible for the claim of infringement.

11.3. Indemnification Procedure. A party seeking indemnification must notify the indemnifying party promptly of a demand for indemnification. However, such party's failure to notify the indemnifying party will not relieve the indemnifying party of its indemnification obligations, unless such failure to notify materially prejudices the indemnifying party. The indemnifying party 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 indemnitee in good faith. The indemnifying party may not settle any claim, action, suit or proceeding related to the Agreement unless the settlement also includes an unconditional release of all indemnitees from liability.

**12. Disclaimer and Limitation of Liability.**

12.1. Relying Party Warranty. Subscriber acknowledges that the Relying Party Warranty is only for the benefit of Relying Parties. Subscriber does not have rights under the Relying Party Warranty, including any right to enforce the terms or make a claim. Comodo shall manage any claims or disputes arising from the Relying Party Warranty in accordance with both the CPS and Relying Party Agreement.

12.2. Internet. Subscriber acknowledges that Certificates and CCM are subject to the operation and telecommunications infrastructures of the Internet and the operation of Subscriber's Internet connection services, all of which are beyond Comodo's control.

12.3. Warranty Disclaimers: Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THE AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES IN THE CERTIFICATES AND CCM. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT 1) THE CERTIFICATES OR CCM WILL MEET SUBSCRIBER'S REQUIREMENTS OR MEET SUBSCRIBER'S EXPECTATIONS OR 2) THAT ACCESS TO CCM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

12.4. Damage Limitation. THE AGGREGATE LIABILITY OF COMODO, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT, INCLUDING ANY AND ALL CLAIMS FOR INDEMNIFICATION FOR DAMAGES CAUSED BY INFRINGEMENT PURSUANT TO SECTION 11, SHALL BE LIMITED IN

THE AGGREGATE TO THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM. SUBSCRIBER WAIVES 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.

12.5. 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 to the maximum extent allowed by law. Nothing in the 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.

**13. Remedy.**

13.1. Injunctive Relief. Subscriber acknowledges that a breach of Subscriber confidentiality obligations or Subscriber's obligations with respect to the use of a Certificate 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 may obtain an injunctive order against a breach or threatened breach of the Agreement.

13.2. Limitations on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from the Agreement must be brought within one year from the date when the cause of action accrued.

13.3. Remedy. Subscriber's sole remedy for a defect in a Certificate is for Comodo to use commercially reasonable efforts to cure the defect after receiving notice of the defect. Comodo is not obligated to correct a defect if (i) Subscriber misused, damaged, or modified the Certificate, (ii) Subscriber did not promptly report the defect to Comodo, or (iii) Subscriber has breached any provision of the Agreement.

**14. Miscellaneous.**

14.1. Industry Standards. The parties shall comply with all industry standards applicable to the Certificates, including the Baseline Requirements and EV Guidelines. If industry standards change, Comodo and Subscriber shall work together in good faith to amend the Agreement to comply with such changes.

14.2. Independent Contractors. Comodo and Subscriber are independent contractors and not agents or employees of each other. Neither party has the power to bind or obligate the other and each party shall bear its own costs and expenses in performing this Agreement.

14.3. Notices. All notices to either party must be in writing, in English, and sent by first class mail, return receipt requested, to the applicable address listed on the Order Form.

14.4. Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, superseding all prior or contemporaneous oral or written communications, proposals, representations and other agreements that may exist between the parties, and prevails over any conflicting terms of any quote, order, acknowledgment, or similar communications between the parties. Terms in any purchase order that conflict with, or are in addition to, the Agreement are null and void. The Order Form and each Addendum executed by the parties are incorporated herein by reference. In the event of a conflict between the terms of the documents comprising the Agreement, the order of precedence shall be these Terms and Conditions, then an Addendum, then the Order Form. Section headings are for reference and convenience only and are not part of the interpretation of the Agreement.

14.5. Modifications. Except as otherwise allowed herein, neither party may amend the Agreement unless the amendment is both in writing and signed by the parties. In Comodo's sole discretion, Comodo may amend any products or services. If this Agreement is translated in any language other than English, the English version shall prevail in all respects.

14.6. Waiver. A party's failure to enforce a provision of the Agreement will not waive the party's right to enforce the same provision later or the party's right to enforce any other provision of the Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.

14.7. Force Majeure and Internet Frailties. Other than for payment obligations by Subscriber, neither party will be liable under the Agreement

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for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond a 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.

14.8. Governing Law; Venue. The Agreement and any disputes relating to CCM and the Certificates provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of New Jersey, if Subscriber is located in North America; or (b) the laws of England and Wales, if Subscriber is located outside of North America. The parties agree to the exclusive jurisdiction of (a) the courts of New Jersey if Subscriber is located in North America, or (b) the courts of England and Wales if the Subscriber is located outside of North America.

14.9. Assignment. Subscriber shall not assign any of its rights, duties, or obligations under the Agreement without the prior written consent of Comodo. Any transfer without consent is null and void. Comodo may assign its rights, duties, and obligations without Subscriber's consent.

14.10. 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.

14.11. Survival. All provisions of the Agreement related to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the Agreement.

14.12. Rights of Third Parties. Except for Application Software Suppliers, nothing in the Agreement is intended or shall be construed to give any person or entity any legal or equitable right, remedy, or claim under or in respect of the Agreement.

14.13. Execution; Counterparts. The parties agree to the execution of the Agreement in electronic form. The parties may execute one or more counterparts of the Agreement, all of which taken together shall constitute one and the same instrument.

**15. Definitions.** Unless otherwise specified, capitalized terms in the Agreement will have the meanings attributed to them in this section.

15.1. "Addendum" means a Comodo-issued addendum that (i) references the Agreement, (ii) specifies a Renewal Term and/or additional terms to the Agreement, and (iii) is signed by the parties.

15.2. "Affiliate" means a legal entity controlled by a party as of the Effective Date. For the purposes of this definition, "control" shall mean the possession of more than fifty percent (>50%) of the voting equity securities or equity interests in such entity.

15.3. "Agreement" means the entire Enterprise Certificate Agreement between the parties, consisting of the Order Form, these Terms and Conditions, and any other Addendum executed by the parties.

15.4. "Application Software Suppliers" means a developer of Internet browser software or other software that displays or uses Comodo's Certificates and distributes Comodo's root Certificates, such as Google Inc., Microsoft Corporation, Mozilla Foundation, and Opera Software ASA.

15.5. "Baseline Requirements" means the requirements for issuance and management of publicly-trusted Certificates published by the CA/Browser Forum and made public through the website [www.cabforum.org](http://www.cabforum.org).

15.6. "Certificate" means a digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The Digital Signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the Public Key by the subject.

15.7. "Certificate Approver" means a natural person who (i) is Subscriber's employee or Subscriber's authorized agent, and (ii) who has Subscriber's express authority to represent Subscriber to approve EV Certificate requests submitted by Certificate Requesters.

15.8. "Certificate Requester" means a natural person who (i) is Subscriber's employee or Subscriber's authorized agent, and (ii) who has Subscriber's express authority to represent Subscriber to request an EV Certificate on Subscriber's behalf.

15.9. "Client Certificate" means a Certificate that is validated by Subscriber and provided by Comodo that both (i) encrypts and adds a Digital Signature to emails sent by Subscriber or its employees, agents, or contractors and (ii) can be used by employees, agents, or contractors of Subscriber to authenticate access to Subscriber's secure domains.

15.10. "CPS" means one of several Comodo documents that are posted in the Repository that discloses validation practices and processes of how Certificates are created, issued, managed and used.

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

15.12. "Comodo Certificate Manager" or "CCM" means Comodo's web-based Certificate management and ordering platform, the related APIs, and documentation.

15.13. "Confidential Information" means all documents, information, or processes disclosed by a party to the other that is not accessible or known to the general public, regardless of whether the information was marked as being confidential.

15.14. "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.

15.15. "DV Certificate" means a Certificate that is validated by confirming the domain name listed in the Certificate.

15.16. "Effective Date" means the date the Agreement is signed by both Comodo and Subscriber.

15.17. "Enterprise EV Certificate" means an EV Certificate that is contained within the domain of a valid Comodo EV Certificate issued to Subscriber and that is validated by Comodo and approved for issuance by Subscriber acting as an Enterprise EV RA.

15.18. "Enterprise EV RA" means a legal entity that is responsible for identification and authentication of subjects of Enterprise EV Certificates and may assist in the application and/or revocation process.

15.19. "EV Certificate" means a Certificate that is signed by the Comodo extended validation root certificate and has been issued in accordance with the EV Guidelines.

15.20. "EV Guidelines" refers to the extended validation guidelines published by the CA/Browser Forum.

15.21. "Initial Term" means the duration specified as such on the Order Form commencing on the Service Date.

15.22. "Master Registration Authority Officer" or "MRAO" means an employee of Subscriber who is the highest level of administrator in CCM, has access to all functional areas in CCM, and may delegate management functions and administrative roles.

15.23. "Order Form" means the Comodo-issued order form referencing these Terms and Conditions, and signed by the parties.

15.24. "OV Certificate" means a Certificate that is validated by confirming the existence of the entity named in the Certificate and the domain name listed in the Certificate.

15.25. "Private Key" means the key of a key pair that is kept secret by the holder of the key pair, and that is used to create Digital Signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

15.26. "Public Key" means the key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify Digital Signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

15.27. "Relying Party" means any entity other than Subscriber that relies on a valid Certificate and that meets the conditions found in the Relying Party Agreement.

15.28. "Relying Party Agreement" refers to an agreement, available in the Repository, that governs the use of a Certificate by a Relying Party.

15.29. "Relying Party Warranty" refers to a warranty offered by Comodo to Relying Parties who agree to the terms of the Relying Party Agreement.

15.30. "Renewal Term" means either (i) the one-year period commencing on the expiration of the Initial Term or then-current Renewal Term provided the Agreement renews automatically, or (ii) the duration specified on a renewal Addendum executed by the parties.

15.31. "Repository" means Comodo's publicly available collection of databases and documents for storing and retrieving information relating to Certificates accessible via Comodo's website.

15.32. "Service Date" means the date from which Subscriber desires access to CCM, as specified on the Order Form.

15.33. "Subscriber" means the legal entity identified as such on the Order Form.

15.34. "Term" means the period of time from the Effective Date until the earlier of (i) expiration of the Initial Term and any and all Renewal Terms agreed to between the parties, or (ii) termination of the Agreement as provided herein.