

## Reseller Agreement

the Product. Reseller shall not modify, remove, or interfere with any End User Agreement.

**IMPORTANT—PLEASE READ THESE TERMS CAREFULLY BEFORE APPLYING FOR THE COMODO RESELLER PROGRAM OR USING A COMODO RESELLER ACCOUNT. BY APPLYING FOR THE RESELLER PROGRAM, BY USING A COMODO ACCOUNT, OR BY CLICKING ON OR CHECKING THE BOX “I ACCEPT” ,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 AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR OR USE AN ACCOUNT AND DO NOT CLICK ON OR CHECK THE BOX “I ACCEPT”.**

This Reseller Agreement (this “Agreement”) is made and entered on the date you agree electronically to this Agreement (the “Effective Date”) by and between Comodo Security Solutions, Inc., a Delaware corporation, located at 1255 Broad Street, Clifton, New Jersey 07013 (“Comodo”) and you (“Reseller”).

WHEREAS, Comodo designs, develops, and markets products along with the relevant documentation, and

WHEREAS, Reseller desires to market, resell and promote the products (“Products”) listed in its account pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and its account are incorporated herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

### 1. License

- 1.1. Appointment as MSP - Reseller. For the term of this Agreement and subject to the terms and conditions herein, Comodo appoints Reseller to be a nonexclusive reseller of the Products and services listed in its account.
- 1.2. No Right to Create Derivative Works. Reseller may not create derivative works or make modifications to the Products. No other licenses, rights or interests are granted to Reseller. All rights not expressly granted to Reseller herein are reserved to Comodo.
- 1.3. Non-Exclusive. The rights granted to Reseller are non-exclusive. Comodo may appoint additional distributors, resellers, or sales representatives for the Products or sell or offer the Products directly without incurring any obligation for commission or compensation to Reseller.

### 2. Distribution

- 2.1. Account. Upon Comodo’s review and acceptance of the Reseller Registration Form and in Comodo’s sole discretion, Comodo shall create an account for Reseller through which Reseller may order and manage its orders. The account is provided solely for Reseller’s own use. All access information related to the account shall be treated as Confidential Information. Reseller shall be responsible for any use of its account, regardless of whether such use is approved or authorized by Reseller.
- 2.2. Delivery. Upon acceptance of an order from Reseller and upon full payment by Reseller, Comodo shall electronically deliver Products to Reseller. Comodo will use reasonable commercial efforts to fill non-conforming orders for Products or will provide a refund of the amount paid for the non-conforming order.
- 2.3. End User License Agreements. All applicable end user agreements, end user licenses agreements, warranties and documentation applicable to the Product (collectively, “End User Agreements”) shall apply to the Product and shall be directly between Comodo and the end user and Reseller shall not be a party thereto. Comodo may refuse a Product to any end user not accepting or abiding by the relevant End User Agreement. End User Agreements are presented upon installation or ordering of

- 2.4. Compliance with Laws: Export. Reseller shall comply with all applicable laws and regulations in performing its obligations under this Agreement. Reseller shall abide by the export and import rules and regulations promulgated by Reseller’s local government and the Bureau of Export Administration, U.S. Department of Commerce and the Office of Foreign Assets Controls, U.S. Department of the Treasury. Reseller shall not export or re-export the Products, either directly or indirectly, to any country or entity under United States restrictions, including Cuba, North Korea, Iran, Syria or Sudan. This list is subject to change without further notice from Comodo, and Reseller shall comply with the list. Reseller agrees be solely responsible for the procurement and renewing of any required export or import licenses.

### 3. Marketing

#### 3.1. Reseller Marketing.

- (i) Reseller shall use commercially reasonable efforts to market and promote the Products.
- (ii) Upon request, Reseller shall submit copies of all written promotional materials using a Comodo trademark to Comodo. Reseller shall include the appropriate trademark notices on all marketing material promoting Comodo’s Products and may not rebrand the Products. If Comodo reasonably determines that any promotional material of Reseller may adversely affect Comodo’s reputation or trademarks, then Reseller must stop using and distributing such promotional material within five (5) days of receiving written notice from Comodo.
- (iii) Reseller shall make no representations or warranties beyond or different from those contained in the End User License Agreement.
- (iv) If Reseller acquires any rights to a Comodo trademark by operation of law or otherwise, Reseller will immediately, at no expense to Comodo, assign such rights to Comodo along with any associated goodwill, applications, and/or registrations.

- 3.2. Trademarks. Each party hereby grants the other a non-exclusive, non-transferable, non- sublicensable, royalty-free worldwide license for the term of this Agreement to use Reseller’s trademarks, service marks, logos, graphics, buttons, banners, and business names for the purpose of promoting the Products. The goodwill associated with the use of the same shall inure solely to the benefit of the owner of the mark.

- 3.3. Comodo Ownership. Comodo is the sole and exclusive owners of all rights, title, and interest, including all trademarks, copyrights, patents, trade names, trade secrets, and other intellectual property rights to the Products. Except for the rights expressly enumerated herein, Reseller is not granted any rights to patents, copyrights, trade secrets, trade names, trademarks (whether or not registered), or any other rights, franchises or licenses with respect to the Products.

### 4. Payment

- 4.1. Product Prices and Payment. The prices to be charged to for each Product ordered shall initially be as indicated in Reseller’s account. Comodo reserves the right to amend prices, change its offerings of the Product, and to update or discontinue any Product at any time; provided, however, that Comodo shall abide by the End User Agreements with respect to any Products previously sold, and that Comodo shall provide Reseller at least twenty (20) days’ prior notice to Reseller. Reseller may establish all prices to be charged to its customers. Unless otherwise specified in the account Reseller shall remit payment to Comodo within thirty (30) days of the date of the Comodo invoice.
- 4.2. Taxes. Reseller is solely responsible for payment of any taxes

resulting from Reseller's activities under this Agreement. Reseller agrees to hold harmless Comodo from all claims and liability arising from Reseller's failure to report or pay such taxes.

## 5. Term and Termination

5.1. Term. This Agreement shall commence on the Effective Date and continue in effect for a period of one year (the "Initial Term"), whereupon this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either party gives the other written notice of termination at least ten (10) days prior to the end of the Initial Term or then-current Renewal Term.

5.2. Termination. Without prejudice to any rights or remedies at law, equity, or otherwise, either party may terminate this Agreement:

- (i) if the other party commits a material breach of this Agreement and fails to remedy such material breach within ten (10) days after receiving notice of the breach;
- (ii) immediately, if Reseller is engaged in illegal or fraudulent activity or an activity that could harm Comodo's business practices; or
- (iii) upon ten (10) days' notice by Comodo in its sole discretion.

5.3. Events Upon Termination. Upon termination of this Agreement, all rights and licenses granted herein to Reseller shall terminate and revert to Comodo. Neither party shall have any claim for damages as a result of the natural or rightful termination of this Agreement. Within ten (10) days of termination of this Agreement, Reseller shall:

- (i) cease all use of Comodo's trademarks and make any transfers that may be requested by Comodo to ensure that all rights in such trademarks remain with Comodo;
- (ii) pay to Comodo any fees owed as of the date of termination;
- (iii) continue to comply with the confidentiality requirements set forth in this Agreement; and
- (iv) discontinue all representations or statements that could infer that a relationship exists between Comodo and Reseller.

## 6. Indemnification

6.1. Reseller shall defend, indemnify and hold harmless Comodo and its officers, directors, employees, and agents from and against all claims, costs, damages, expenses, losses or other liabilities (including out of pocket expenses and reasonable attorneys' fees) finally awarded against or finally settled with Comodo arising out of (i) Reseller's negligence or willful misconduct in the performance of this Agreement, (ii) Reseller's marketing activities, or (iii) Reseller's breach of the terms of this Agreement.

## 7. Disclaimer, Limitation of Liability, and Remedies

7.1. Warranty. COMODO EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED AND AT LAW OR IN EQUITY. COMODO EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RESELLER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF COMODO. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM AMOUNT ALLOWED UNDER ANY APPLICABLE LAW.

7.2. Damage Waiver. EACH PARTY WAIVES LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF THE PRODUCTS. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF A PARTY IS AWARE OF THE POSSIBILITY OF SUCH

DAMAGES. COMODO DOES NOT GUARANTEE THAT ITS PRODUCTS WILL MEET RESELLER'S REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO ITS PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

7.3. Limitation on Liability. COMODO'S ENTIRE LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID TO COMODO BY RESELLER FOR THE PRODUCTS. IN NO EVENT SHALL COMODO BE LIABLE FOR LOST PROFITS OR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS. THESE LIMITS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF A PRODUCT'S ESSENTIAL PURPOSE.

7.4. Limitation on Actions. Except for indemnification and confidentiality obligations, neither party may bring any action relating to this Agreement more than one (1) year after the cause of action has accrued.

## 8. Confidentiality

8.1. Confidential Information. Except where required by law, neither party shall disclose or use any confidential information furnished by a party or its agents (the "Disclosing Party") to the other party or its agents (the "Receiving Party"). The Receiving Party shall take all reasonable measures to prevent any unauthorized disclosure by its representatives. The Receiving Party shall notify the Disclosing Party if disclosure of Confidential Information is necessary to comply with the requirements of any law, government order, regulation or legal process prior to such disclosure. "Confidential Information" means all data and information of a party that is not accessible or known to the general public.

## 9. Miscellaneous

9.1. Notices. All notices shall be in writing and in English and sent by first class mail to the address set forth below the signature of each party.

9.2. Entire Agreement. This Agreement, along with all of the documents referred to here, shall constitute the entire agreement between the parties and shall supersede any other existing agreement, proposal, representation between them, whether oral or written, with respect to the subject matter hereof. Terms and conditions in any purchase order that are not included in or that conflict with this Agreement are null and void.

9.3. Amendments. Comodo may amend this Agreement upon twenty (20) days' notice to Reseller. The failure of a party to enforce any of the terms or conditions herein shall not constitute a waiver of that party's rights to enforce the other term and conditions of this Agreement.

9.4. Force Majeure and Internet Frailties. Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such party's reasonable control. Neither party will be liable as a result of a failure by the Internet.

9.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.

9.6. Independent Contractor. Neither party shall be deemed an employee nor agent of the other and the entire relationship of the parties shall only be that of independent contractors.

9.7. Governing Law and Arbitration. The parties shall work in good faith to resolve any claim, dispute or controversy ("Claim") arising out of this Agreement. If a Claim is not resolved within 30 days after the initial written notice then a party may proceed to file a claim using binding arbitration. All Claims shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules if Subscriber is located in North America; and by the International Chamber of Commerce in accordance with its Rules if Subscriber is located outside of North America. This Agreement shall be interpreted and construed under the laws of the State of New Jersey without regard to its conflicts of law principles. The venue for any arbitration shall be Clifton, New Jersey, USA unless otherwise mutually agreed upon by the parties and conducted in English. The 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 with the consent of the

other party.

9.8. Survival. All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.

9.9. Assignment. Reseller may not assign its duties or obligations under this Agreement without Comodo's written consent. Comodo may assign this Agreement in its sole discretion. Any assignment without such written consent is null and void.

9.10. No Rights in Third Parties. The parties expressly agree there are no third party beneficiaries under this Agreement.

#### ACCEPTANCE

**BY CLICKING OR CHECKING THE BOX "I ACCEPT" YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK OR CHECK THE BOX "I ACCEPT" IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

