

End User License Agreement

Please read the terms and conditions of this End User License Agreement (“Agreement”) carefully before you use the Solution (as defined below). This is a legally binding contract. By assenting electronically, or installing the Solution or using the Solution, you accept all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent or for whose Device you acquire the Solution (collectively “you”). If you do not agree with the terms and conditions of this Agreement, do not continue the installation process, do not use the Solution and delete or destroy all copies of the Solution in your possession or control.

This Agreement relates to your use of certain software (“Software”), services or hardware and related firmware, including any Updates (each, a “Solution”) in connection with which you are accepting this Agreement, and any related Documentation. In this Agreement, “Vendor” means the entity providing the Solution to you:

FOP Merezhiuk Yevhenii, registered at the following address: 03035, Ukraine, Kyiv, Kudryashova Lane, building 10, office 8. This End User License Agreement applies to all our services, including the project website <https://comfiweb.com/> and our mobile application Comfiweb VPN.

“Documentation” means any user manuals and instructions provided with the Solution; and “Applicable Conditions” means collectively the Subscription Period together with the types of Devices, Permitted Number of Devices, other transaction terms, conditions and documents you accepted when you acquired the Solution (including any terms and conditions of sale), and any distribution agreement, reseller agreement, partner agreement or other agreement between you and Vendor or other member of Vendor Group, as well as the other limitations described by Section 2 and the Documentation.

Vendor may amend this Agreement at any time by notice provided to you in accordance with this Agreement, and your continued use of any affected Solution at any point at least 30 days after the notice date will constitute your acceptance of the amendment of this Agreement. Vendor may require that you accept the amended Agreement in order to continue using any affected Solution you have previously acquired. If you decline to accept the amended Agreement, Vendor may terminate your use of such affected Solution, in which case you may obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Period by following the instructions found here.

1. License

Vendor grants to you a non-exclusive license to use the Solution and the Documentation for the agreed period indicated in the Applicable Conditions, including any extensions or renewals of the agreed period (the “Subscription Period”), provided that you agree to the terms and conditions of this Agreement.

2. Permitted use of the solution

2.1. You may use the Solution on, or to support, up to the agreed number (the “Permitted Number of Devices”) of mobile phones, smartphones, tablets, mobile network appliances, other mobile devices (each, a “Mobile Device”), personal computers, IoT and other Internet-connected devices, or other device compatible with the Solution (each, including each Mobile Device, a “Device”) indicated in the Applicable Conditions exclusively:

2.1.1. In the case of all other Solutions, including Comfiweb VPN, Comfiweb Antivirus and all other Solutions for which you are not required to pay a subscription fee or other price either to obtain the Solution or to continue using the Solution after a trial period (each, a “Consumer Solution”), by a natural person, or members of his household for personal, noncommercial purposes. For the avoidance of doubt, no Consumer Solution is provided or licensed for use by any: (i) natural person for commercial purposes; or (ii) business, company, government entity, non-governmental organization or other not-for-profit entity, or educational institution.

2.2. You may make one backup copy of Software.

2.3. Provided the Solution is configured for network use, you may use the Solution on one or more file servers or virtual machines for use on a single local area network for only one (but not more than one) of the following purposes:

2.3.1. Permanent installation of Software onto hard disks or other storage devices for up to the Permitted Number of Devices; or

2.3.2. Use of the Solution over such single local area network, provided the number of different Devices on which the Solution is used does not exceed the Permitted Number of Devices; or

2.4. YOUR USE OF THE SOLUTION OTHER THAN AS EXPRESSLY AUTHORIZED BY SECTION 2 OF THIS AGREEMENT, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOLUTION, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

2A. Auto-renewal

This Section 2A sets out some important provisions relating to the way your auto-renewing subscription functions. Further important provisions (such as your ‘right of withdrawal’) are set out in the terms made available by the entity from which you purchased the Solution (“Distributor”) and accepted by you as governing your subscription.

2A.1 Your subscription will automatically renew, and for annual subscriptions you will be notified in advance of the renewal. Please note that the renewal price may be different to the price you paid for the existing Subscription Period, and the notification in advance of the renewal will include how much the subsequent Subscription Period will cost, when you will be charged and how long the subsequent Subscription Period will last.

2A.2 Unless otherwise cancelled, the Distributor will attempt to take payment from you (using your saved credit card or bank account details), for the subsequent Subscription Period, up to thirty five (35) days in advance of the renewal date.

2A.3 To the extent payment is unable to be taken on the first attempt, the Distributor will make further attempts to take payment up to 15 days after the renewal date and you may be contacted to update your payment details.

2A.4 Upon automatic renewal of your subscription, you will receive a confirmation email which shall include all the key information in respect of your automatic renewal and the duration of the subsequent Subscription Period.

2A.5 You are entitled to switch-off the auto-renewal of your subscription using the process notified to you during the order process for the subscription, meaning that your subscription will come to an end when the then current Subscription Period expires. Once you have elected to cancel the auto-renewal of your subscription, auto-renewal will remain cancelled unless you subsequently agree to a new subscription.

2A.6 If your subscription auto-renews, you may cancel that renewal no later than 30 days following such renewal date. If the Distributor has taken payment for the next Subscription Period (“Renewal Payment”) then you will receive a full refund of the Renewal Payment.

3. Updates

Vendor, from time to time during the Subscription Period and without your separate permission or consent, may from time to time deploy an upgrade or update of, or replacement for, any Solution (“Update”), and as a result of any such deployment you may not be able to use the applicable Solution or Device (or certain functions of the Device) until any such Update is fully installed or activated. Each Update will be deemed to form a part of the “Solution” for all purposes under this Agreement. Updates may include both additions to, and removal of, any particular features or functionality offered by a Solution or may replace it entirely, and Vendor will determine the content, features and functionality of the updated Solution in its sole discretion. Vendor is not required to offer you the option to decline or delay Updates but, in any event, you may need to download and permit installation or activation of all available Updates to obtain maximum benefit from the Solution. Vendor may stop providing support for a Solution until you have accepted and installed or activated all Updates. Vendor in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to you. Vendor in its sole discretion may stop providing Updates for any version of the Solution other than the most current version, or Updates supporting use of the Solution in connection with any versions of operating systems, email programs, browser programs and other software with which the Solution is designed to operate.

4. Ownership rights

4.1. The Solutions and Documentation are the intellectual property of Vendor and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Solution is being used. The structure, organization and computer code of any Software and firmware are valuable trade secrets and confidential information of Vendor. To the extent you provide any comments or suggestions about the Solution to Vendor, you grant Vendor the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use.

4.2. Except as stated in this Agreement, your possession, use of a Solution does not grant you any rights or title to any intellectual property rights in the Solution or Documentation. All rights to the Solution and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Vendor.

5. Restrictions

5.1. You may not copy or use the Solution or the Documentation except as set forth in Section 2 of this Agreement. You may not, and may not permit any third party to:

5.1.1. use any authorization code, license number, username/password combination or other activation code or number supplied by Vendor in connection with any Solution ("Activation Code") on, or for, more than the number of Devices specified by the Applicable Conditions;

5.1.2. disclose any Activation Code to any party other than Vendor or Vendor's designated representatives;

5.1.3. except as expressly authorized by law: (i) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any Solution or any portion of the Solution (including any related Malicious Code (as defined below) signatures and Malicious Code detection routines); or (ii) change, modify or otherwise alter any Solution (including any related Malicious Code signatures and Malicious Code detection routines). "Malicious Code" means any code, feature, routine or device intended, or designed automatically, or on a certain event occurring, or on your taking or failing to take a certain action, or at the direction or control of any person or entity, to: (a) disrupt the operation of any software, service, device, property, network or data; (b) cause any software, service, device, property, network or data to be destroyed, altered, erased, damaged, or otherwise cause its operation to be disrupted or degraded; or (c) permit any person or entity to access, take control of, or destroy, alter, erase, damage, or otherwise disrupt or degrade the operation of any portion of any software, service, device, property, network or data, and any computer virus, worm, trap door, back door, time bomb, malicious program, or a mechanism such as a software lock or routine for password checking, CPU serial number checking, time dependency or any other code intended or designed to enable any matters described in this definition (including Java applets, ActiveX controls, scripting languages, browser plug-ins or pushed content);

5.1.4. except as authorized by a distribution agreement, reseller agreement or other agreement between you and Vendor or other member of Vendor Group, publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense any Solution;

5.1.5. except as expressly authorized by this Agreement (including Sections 13.2, 13.5 and 13.7), the Applicable Conditions or another agreement between you and Vendor or other member of Vendor Group, use any Solution to manage the facilities of a third party or grant any third party access to or use of any Solution on a service bureau, timesharing, subscription service or application service provider or other similar basis;

5.1.6. use any Solution to provide or build a product or service that competes with the Solution;

5.1.7. use or attempt to use any Solution to: (i) upload, download, stream, transmit, copy or store any information, data, or materials, or engage or assist in any activity that may: (A) infringe the intellectual property rights or other rights of any third party; (B) contain any unlawful, harmful, threatening, abusive, defamatory or otherwise objectionable material of any kind, (C) harm or attempt to harm others; (D) have the potential to incite or produce conduct that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, religiously or sexually discriminatory or

otherwise objectionable; (E) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; (F) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (G) assist any fraud, deception or theft; or (H) damage, disable or impair the operation of, or gain or attempt to gain unauthorized access, receipt, use, copying, alteration or destruction of or to, any property, Devices, software, services, networks or data by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature; (ii) in any way violate any applicable local, national or international law or regulation; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the use of the Solution; (iv) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, or “pyramid schemes”; or (v) collect or store personal data without the knowledge and express consent of the data subject;

5.1.8. damage, disable or impair the operation of, or gain or attempt to gain unauthorized access to, any Solution or to any property, Devices, software, services, networks or data connected to, or inter-operating with, such Solution, or to any content or data stored, accessed or delivered through such Solution, by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature;

5.1.9. test or benchmark, or disclose or publish testing or benchmark results, for any Solution without Vendor’s prior written consent; or

5.1.10. defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the use of copies of any Solution; or

5.1.11. violate Vendor’s policy governing acceptable use of its Solutions (the “Acceptable Use Policy”), which you can find here. If and to the extent this Agreement and the Acceptable Use Policy conflict, the more restrictive provision will govern.

5.2. Certain Solutions may grant you or another user administrative privileges that, among other things, may allow the administrator to monitor other Devices and/or the status of Solutions deployed on other Devices, including for example Subscription Period status, Solution messages, and Updates. You represent and warrant that you will exercise such administrative privileges only with respect to Devices and Solutions for which you are duly authorized and for no other purpose. You also represent and warrant to Vendor that: (i) you have all the requisite authority to accept this Agreement, and install and/or use the Solution on the Devices, on behalf of any owners and users of those administered Devices; and (ii) you hereby accept this Agreement for and on behalf of: (A) any such owners and users of those administered Devices; and (B) yourself.

5.3. Certain Solutions may enable you to publish or share publicly with others, content you have generated or obtained from other sources (“User Content”). You retain any and all intellectual property rights you already hold under applicable law in User Content you publish or share through the Solution, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of others in any User Content that you may use or modify. You grant to each member of the Vendor Group, a non-exclusive, unrestricted, unconditional, unlimited, worldwide,

irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, sell, resell, sublicense (through multiple levels), modify, adapt, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever, all or any portion of the User Content you publish or share through a Solution (and derivative works thereof), solely for the purpose of providing the Solutions to you under this Agreement. Each time you publish or share any User Content, you represent and warrant to each member of the Vendor Group that you are at least the age of majority in the state or jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you publish or share, and that, in regard to that User Content: (i) you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to publish and share the User Content and grant each member of the Vendor Group the right to use it as described in this Section 5.3, all without any obligation being imposed on any member of the Vendor Group to obtain the consent of any third party and without creating any obligation or liability whatsoever for any member of Vendor Group; (ii) the User Content is accurate; (iii) the User Content does not and, as to each member of the Vendor Group's permitted uses and exploitation set forth in this Agreement, will not infringe any intellectual property or other right of any third party; and (iv) the User Content will not violate this Agreement or cause injury or harm to any person.

6. Limited warranty; disclaimer and exclusion of liability

6.1. Subject to the remainder of this Section 6, Vendor warrants to you that the Solution will perform, or will be performed, substantially in accordance with the Documentation for a period of 30 days following your initial acquisition of the Solution. To make a warranty claim, you must follow the instructions provided by the source from which you acquired the Solution. If the Solution does not perform substantially in accordance with the Documentation, the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of such warranty will be limited to, at Vendor's option, to either: (i) replacement of the Solution; or (ii) return of the Solution to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Period. This warranty applies only to the Solution as originally delivered, and does not apply to: (i) any Updates; (ii) any defects caused by the combination, operation or use of the Solution with: (A) software, hardware or other materials not provided by Vendor; or (B) Devices, software, or other materials that do not conform to Vendor requirements set forth in the Documentation.

6.2. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING ANY SOLUTION OR DOCUMENTATION. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, THE SOLUTION IS PROVIDED "AS IS" AND MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS IMPLIED BY STATUTE, COMMON LAW, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE OPERATION OF ANY SOLUTION

WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SOLUTION WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT ANY SOLUTION WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

6.3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY SOLUTION PROVIDED TO YOU WITHOUT FEES (INCLUDING ANY SOLUTION PROVIDED AS A “FREE”, “TRIAL” OR “BETA” SOLUTION) IS PROVIDED ON AN “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT SUPPORT OR OTHER SERVICES BY VENDOR.

6.4. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL VENDOR OR ANY COMPANY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH VENDOR (COLLECTIVELY, THE “VENDOR GROUP”) OR THEIR RESPECTIVE AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, RESELLERS, WIRELESS CARRIERS OVER WHOSE NETWORK OR SYSTEMS ANY SOLUTION IS PROVIDED, OR ANY OTHER BUSINESS PARTNER OF ANY MEMBER OF THE VENDOR GROUP (COLLECTIVELY, THE “VENDOR PARTNERS”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR:

6.4.1. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY;

6.4.2. ANY DAMAGES FOR ANY LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY DEVICE OR SOLUTION (INCLUDING THE SOLUTION), WASTED EXPENDITURE, COSTS OF PROCURING SUBSTITUTE OR REPLACEMENT GOODS, SERVICES OR DIGITAL PRODUCTS, BUSINESS INTERRUPTION, ANY UNAUTHORIZED DISCLOSURE OR LOSS (INCLUDING ANY CORRUPTION, DEGRADATION OR UNAVAILABILITY) OF ANY DATA OR INFORMATION OF ANY NATURE (WHETHER OR NOT ANY OF THE FOREGOING LOSSES, DAMAGES, COSTS OR EXPENDITURE ARE DIRECT OR INDIRECT LOSSES OR DAMAGES); OR

6.4.3. ANY OTHER PECUNIARY OR NONPECUNIARY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY SOLUTION PROVIDED HEREUNDER;

EVEN IF SUCH MEMBER OF THE VENDOR GROUP OR VENDOR PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NO MEMBER OF THE VENDOR GROUP OR ANY VENDOR PARTNER WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, DEGRADATION, UNAVAILABILITY, ERASURE, THEFT, DESTRUCTION, ALTERATION, DISCLOSURE OR LOSS OF ANY DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH ANY SOLUTION REGARDLESS OF THE CAUSE. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL ANY MEMBER OF VENDOR GROUP OR ANY

VENDOR PARTNER'S TOTAL AGGREGATE LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO ANY SOLUTION, THE SUBSCRIPTION OR THIS AGREEMENT EXCEED THE GREATER OF: (I) FIVE U.S. DOLLARS (US\$5.00); AND (II) THE AMOUNT OF THE SUBSCRIPTION FEES YOU HAVE PAID FOR THE IMMEDIATELY PRECEDING 12 MONTHS OF THE SUBSCRIPTION PERIOD.

6.5. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY OF MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS CONTAINED IN THIS AGREEMENT WILL NOT LIMIT OR EXCLUDE THEIR POTENTIAL LIABILITY FOR:

6.5.1. DEATH, PERSONAL INJURY, DAMAGE TO TANGIBLE PROPERTY OR FRAUD BEYOND THE EXTENT PERMITTED BY APPLICABLE LAWS; AND

6.5.2. ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

7. Privacy; processing of personal and other information

7.1. The term "Data", as used in this Agreement and the Privacy Policy, means: (a) the information you provide to Vendor, another member of the Vendor Group, or a Vendor Partner in the course of ordering Solutions, including your name, billing address (including postal code), email address, phone number, payment card or account number, payment card or account verification code, payment card commencement date and expiration date, the account password you select for your account with Vendor or another member of the Vendor Group, and other Billing Data as defined in Vendor's Privacy Policy (the "Privacy Policy", which you can find here) (collectively, "Transaction Data"); (b) information Vendor, another member of the Vendor Group or a Vendor Partner collects in the course of processing and fulfilling your orders for Solutions, including information about the make, model, operating system and other identifying details of your Device, the name of your Internet service provider, your Internet Protocol (IP) address; and (c) information about your installation and use of Solutions ((b) and (c) collectively being referred to as "Service Data" in the Privacy Policy).

7.2. You authorize Vendor, another member of the Vendor Group or a Vendor Partner, to use your Data, for the purposes described in the Privacy Policy. You acknowledge that such use of your Data includes processing and fulfilling your orders for subscriptions, improving Solutions, and providing information to you about the Solutions to which you have subscribed and offering you other Solutions. You acknowledge that Vendor or another member of the Vendor Group may share your Data with Vendor Partners such as Vendor's ecommerce platform providers and payment processors, suppliers providing support, services and Solutions to you on Vendor's behalf, and suppliers providing Vendor or a member of the Vendor Group with purchase analytics and crash analytics in respect of Solutions.

8. Termination

8.1. This Agreement will immediately terminate upon your breach of any of your obligations in this Agreement (including any breach of your obligations in Sections 2, 5 or 10), which will result in forfeiture of any rights you may have to receive Updates or to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Period.

Vendor reserves the right to any other remedies available under law in the event your breach of any of your obligations under this Agreement adversely affects any member of the Vendor Group or any Vendor Partner. The exclusions and limitations of liability of members of the Vendor Group and Vendor Partners contained in this Agreement will survive termination of this Agreement.

8.2. Vendor, by notice to you, may immediately terminate this Agreement for convenience at any time with respect to any particular Solution or all Solutions and the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of any such termination will be limited to a refund for the portion of the subscription fees you have paid for the unexpired or unused portion of the Subscription Period. From the effective date of such termination you will no longer be entitled to use any affected Solution and Documentation.

8.3. If a Subscription Period is conditioned on you paying a fee or charge, and if Vendor has not received payment by the 15th day following the commencement of that Subscription Period, you will be deemed to have surrendered your license to use the Solution, and the license will terminate immediately without further action by you or Vendor.

9. U.S. government restricted rights

All Solutions qualify as “commercial items”, as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such Solutions and related Documentation with only those rights set forth in this Agreement that apply to non-governmental customers. Use of such Solutions and related Documentation constitutes agreement by the U.S. Government entity that the computer software and computer software documentation is commercial, and constitutes acceptance of the rights and restrictions set forth in this Agreement.

10. Export controls

You must comply with all applicable U.S. and international laws governing export and re-export of the Solutions, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing, you represent, warrant and undertake that: (i) you are not a member of any of the denied persons list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export any Solution in, or to, territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold each member of the Vendor Group harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section 10.

11, 12. General

12.1. Notice. Vendor may at any time deliver any notice to you via electronic mail, pop-up window, dialog box or other means, even though in some cases you may not receive the notice unless and until you launch a Solution. Any such notice will be deemed delivered on the date Vendor first makes it available through a Solution, irrespective of when you actually receive it.

12.2. Questions About This Agreement. If you have any questions regarding this Agreement or wish to request any information from Vendor, please.

12.2.1. Write to FOP Merezhiuk Yevhenii, registered at the following address: 03035, Ukraine, Kyiv, Kudryashova Lane, building 10, office 8; or

12.2.2. Contact Vendor by email or visit Vendor's website at the address <https://comfiweb.com/>

12.3. Separate Agreements. If you acquired two or more Solutions, even in a single transaction, or you acquired subscriptions to any one Solution in multiple transactions, you may have accepted this End User License Agreement multiple times. Although the terms and conditions you accepted may be similar or identical, each time you accepted the terms and conditions of this End User License Agreement you entered into a different and separate agreement between you and the Vendor providing the applicable Solution.

12.4. Entire Agreement. This Agreement constitutes the entire agreement between you and Vendor relating to your use of the Solutions and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Solutions or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

12.5. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "includes" and "including" will be construed as followed by the words "without limitation". Any reference to "use" of any software, Solution or Update by you shall be deemed to include any installation of any such software, Solution or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language. Although Vendor may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

12.6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.

12.7. Impossibility. Vendor will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor

disturbance arising in respect of any members of the Vendor Group or any Vendor Partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting any member of the Vendor Group or any Vendor Partner, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond any member of Vendor Group or Vendor Partner's reasonable control.

12.8. Waiver. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

12.9. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement at any time in its sole discretion without any prior written consent by you.

12.10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than you, members of the Vendor Group and Vendor Partners, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. No person other than you, Vendor and members of the Vendor Group may bring a cause of action pursuant to this Agreement. Vendor will be entitled (but not obligated) to enforce any rights, remedies, limitations and exclusions of liability, and legal defenses of any member of Vendor Group or Vendor Partner under this Agreement, including any rights and remedies for any loss, damage or claim suffered or incurred by any member of Vendor Group or Vendor Partner: (i) arising from or in connection with any failure by you to comply with any term or condition of this Agreement; or (ii) you are required to indemnify under this Agreement. No such loss, damage or claim will be deemed excluded as indirect, consequential or incidental loss or damage under Section 6.4.1 as a result of such loss, damage or claim having been suffered or incurred by another member of Vendor Group or Vendor Partner rather than by Vendor.

12.11. Governing Law. The law governing this Agreement and any Dispute (as defined in Section 11) will be the substantive law of the State of New York, U.S., without regard to choice of laws principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. 12.12. Internet connection. Certain Solutions may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.

12.13. Product names. Vendor from time to time may change the name of a Solution, or change the name or logo applied to the Solution to the name or logo of another member of the Vendor Group or a Vendor Partner. These changes do not alter your subscription for any Solution, the Subscription Period or this Agreement, and do not give you any right to terminate your subscription for a Solution, the Subscription Period or this Agreement.

13. Special terms

The following special terms apply to certain Solutions. If these special terms conflict with the remainder of the Agreement, these special terms will govern and take precedence with respect to the applicable Solutions.

13.1. Mobile Apps. This Section applies to any Solution intended for use on Mobile Devices.

13.1.1. For any Solution downloaded from Google Play (<http://play.google.com>), the license granted by this Agreement is in lieu of any rights to use a Solution that would otherwise be granted by the default terms for applications downloaded from the Google Play Store.

13.1.2. For any Solution downloaded from the Apple App Store, the following terms apply:

(a) The licenses granted by this Agreement are limited to a non-transferable license to use the Solution on any iPhone, iPod Touch or other Apple-powered Device that you own or control and as permitted by the Usage Rules set forth in the Apple App Stores Terms of Service, available online at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> or through such sites and other means made available to you by Apple.

(b) This Agreement is concluded solely between the parties, and not with Apple. Vendor, not Apple, is solely responsible for the Solution and the content of such Solution.

(c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Solution.

(d) If the Solution fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Solution to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Solution, and that, as between you, Vendor and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Vendor's sole responsibility.

(e) Vendor, not Apple, is responsible for addressing any claims by you or any third party relating to the Solution or your possession and/or use of that Solution, including: (i) product liability claims; (ii) any claim that the Solution fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(f) In the event of any third party claim that the Solution or your possession and use of that Solution infringes that third party's intellectual property rights, Vendor, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(g) You must comply with any applicable third party terms when using the Solution. For example, for a VOIP Solution, you must not violate your wireless data service agreement when using the Solution.

(h) Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and, on your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

13.1. Certain Solutions

13.1.1. Virtual Private Network. Unless otherwise provided by the Applicable Conditions, your subscription to the COMFIWEB Virtual Private Network product (the “*COMFIWEB VPN*”) authorizes you to create no more than 5 simultaneous connections in respect of each COMFIWEB VPN subscription. Notwithstanding anything to the contrary in this Agreement, if you exceed the number of simultaneous connections authorized for your COMFIWEB VPN subscription, Vendor may at any time without any prior notice to you, suspend or disable your access to, and/or use of, the COMFIWEB VPN. If you wish to increase the authorized number of simultaneous connections for your COMFIWEB VPN subscription, please contact us at sales@comfiweb.com.

13.1.2. Web Proxy. The COMFIWEB web proxy service (“*Web Proxy*”) is a free Solution that does not require you to register your details with Vendor. You acknowledge and agree that you are solely responsible for, and Vendor Group and Vendor Partners accept no liability to you or any third party for: (a) your access, viewing or use of, or the contents of (including any offensive or objectionable content), any third party website accessed or viewed while using Web Proxy; (b) your compliance with the terms of use applicable to any third party website you access, visit or use while using the Web Proxy; and (c) any claim, loss or damage arising from any content that you create, make available, transmit or display while using Web Proxy, including any claim, loss or damage suffered or incurred by Vendor Group or Vendor Partners.

13.1.3. Virtual Private Networks. Several countries prohibit or restrict the use of virtual private networks (“*VPNs*”), and some have instituted technological measures to prevent VPNs from working. As a result, Vendor’s VPN Solutions (including the COMFIWEB VPN) are subject to territorial restrictions that may change from time to time.

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