Terms and Conditions

Through Comodo’s Reseller Program, Merit Network, Inc. (“Merit”) has obtained the ability to sell Secure Socket Layer Certificates (“SSL Certificates”) for the benefit of its Member organizations (“Member”), subject to the terms of the applicable Certificate Subscriber Agreement accompanying the SSL Certificate, a copy of which can be found at [http://www.comodo.com/repository/docs/ssl_certificate_subscriber_agreement.pdf](http://www.comodo.com/repository/docs/ssl_certificate_subscriber_agreement.pdf). The terms and conditions above and those below are in addition to any indicated in the click through agreement during the SSL Certificate ordering process when the Member deploys any SSL Certificates through this program (“End User Member”), and that Member’s completion of purchase indicates acceptance of these terms and conditions.

**Merit Membership**

Organizations purchasing SSL Certificates through the Licensing - SSL Certificates Program must be a Full Merit Member (“Full Member”).

Visit [http://www.merit.edu/about/memberinfo/](http://www.merit.edu/about/memberinfo/) to learn more about the benefits of Merit membership. An organization whose Merit membership has expired cannot deploy additional SSL Certificates through the Licensing - SSL Certificates Program without paying the Merit Membership Fee.

**Grant and Use Rights for Software**

Upon payment of the applicable fees by the End User Member to Merit, and subject to the Comodo Certificate Subscriber Agreement, the End User Member shall have the right to purchase and deploy the SSL Certificates.

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1. **Payment Terms:**
   1.1. Product Prices are subject to change without notice. Price quotes are valid for 30 days from the date of the quote.
   1.2. Member shall pay to Merit the amounts set forth on the Merit website pricing page for the SSL Certificates therein.
   1.3. SSL Certificates are non-refundable after they have been installed, or after 20 days have passed and the Member has not requested a return.
   1.4. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice.
   1.5. All checks shall be made payable to Merit Network and remitted to: 1000 Oakbrook Dr. Suite 200, Ann Arbor, MI 48104
   1.6. Members may not purchase additional SSL Certificates if they are more than 30 days past due on any previous orders.

2. **Term and Termination:**
   2.1. The initial Product term shall commence from the date the Product is deployed and shall continue for the term indicated.
   2.2. Merit may terminate the End User Member’s rights to use the Product upon the failure of the Member to pay charges when due, or for material breach of any other term indicated. Such termination will not relieve Member of responsibility of the payment of all accrued charges, plus reasonable interest and any collection fees.

3. **Limitation of Liability:** Merit shall not be liable to the Member for any damage arising out of any event that is beyond the control of Merit. Merit shall not be liable to the Member for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not Merit has been made aware of the possibility of those damages.

4. **Applicable Laws and Obligations:** End User Member must comply with all laws, regulations, and policies applicable to their use of the Product, including without limitation, U.S. export laws concerning use of the Product.

5. This constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This agreement may not be modified by, and shall supersede any additional or contradictory term or condition of any Product purchase order from Member unless Merit expressly agrees otherwise in writing. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.