SSL CERTIFICATE SUBSCRIBER AGREEMENT

THIS SSL CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN SYMANTEC AND ITS AFFILIATES ("COMPANY") AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("SUBSCRIBER" OR "YOU"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO SUBSCRIBER IN USING THE SERVICE. BY CLICKING "ACCEPT" OR BY USING THE SERVICE, SUBSCRIBER REPRESENTS AND WARRANTS THAT IT HAS FULL AUTHORITYTO ENTER INTO THIS AGREEMENT AND FULLY PERFORM ITS OBLIGATIONS HEREUNDER, AND SUBSCRIBER AGREES TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE ANY SSL CERTIFICATE ISSUED UNDER THIS AGREEMENT.

IF YOU IS A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), SUBSCRIBER REPRESENTS AND WARRANTS THAT IT AUTHORIZES SUCH RESELLER TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, RENEW, AND, IF NECESSARY, REVOKE THE CERTIFICATE ON SUBSCRIBER'S BEHALF. BY AUTHORIZING THE RESELLER TO USE YOUR CERTIFICATE, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A SUBSCRIBER IN APPLYING FOR A CERTIFICATE, RESELLER AGREES TO THE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN THIS AGREEMENT. IF YOU ARE A RESELLER, BUT ARE SOLELY APPLYING FOR YOUR OWN CERTIFICATE, THIS AGREEMENT APPLIES TO YOU AS A SUBSCRIBER IN ITS ENTIRETY, EXCLUDING THE RESELLER-SPECIFIC OBLIGATIONS.

Part I – SERVICE-SPECIFIC TERMS AND CONDITIONS

1. Processing the Certificate Application.
a) Company will perform the authentication procedures for the SSL Certificate that You have requested, upon receipt of the applicable payment, and subsequently process any Certificate Application.
b) Upon approval of the Certificate Application, prior to the issuance of the SSL Certificate, Subscriber must submit a Certificate Signing Request ("CSR") in a format specified by Company. If Company does not receive a CSR within twelve (12) months from the day the Certificate Application is approved and a Certificate is otherwise ready for issuance, the Certificate Application approval will automatically expire.
c) Subscriber must review the information in the Certificate and promptly notify Company of any errors. Upon receipt of such notice, Company may revoke the Certificate and issue a corrected Certificate.

2. Use and Restrictions.

a) A Certificate is intended to only be installed on servers that are accessible at the subjectAltName(s) listed in the Certificate.

b) A Certificate may not be used: (i) for or on behalf of any other organization; (ii) to perform private or public key operations in connection with any domain and/or organization name other than the one submitted on the Certificate Application; (iii) on more than one physical server or device at a time, unless Subscriber has purchased the Licensed Certificate Option, or unless Subscriber has purchased a Certificate that explicitly includes additional or unlimited server licenses; nor (iv) for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure

could lead directly to death, personal injury, or severe environmental damage. If Subscriber is using the Licensed Certificate Option, Subscriber acknowledges and agrees that this option can result in increased security risks to a network and that Company expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. COMPANY CONSIDERS THE UNLICENSED USE OF A CERTIFICATE ON A DEVICE THAT RESIDES ABOVE A SERVER OR SERVER FARM PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW.

d) If Subscriber chooses to display the Seal, it must install and display such seal only in accordance with the seal license agreement published in the Repository.

e) Subscriber may not use the OCSP in a manner that is not reasonable with respect to the services it has purchased. Company reserves the right to charge additional fees for excessive usage of the OCSP.

3. Reporting and Revocation. Upon discovery of, or if there is reason to believe that there has been, a compromise of the private key provided under this Agreement, or the information within a Certificate is, or has become, incorrect or inaccurate, or if Subscriber's organization name and/or domain name registration has changed, Subscriber must immediately cease using the Certificate and its associated private key, and must promptly request that Company revoke the subject Certificate(s). If Company discovers or has reason to believe that there has been a compromise of the private key or misuse of a Certificate, Subscriber must respond to Company's instructions within the time specified by Company. Company retains the right to revoke a Certificate at any time without notice if: (i) Company discovers that the information within the Certificate is no longer valid; (ii) Subscriber violates or fails to perform its obligations under the terms of this Agreement or the seal license agreement; or (iii) Company determines in its sole discretion that the continued use of the Certificate may compromise the security or integrity of the PKI or the Company. Company may also revoke a Certificate for non-payment.

4. Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of a Certificate, Subscriber shall promptly remove the Certificate from all devices on which it is installed and shall not use it for any purpose thereafter. If Subscriber has installed a Seal in conjunction with the revoked Certificate, then Subscriber shall remove such Seal from any web site.

5. Related Services. Subscriber may receive additional, related Services such as, but not limited to: (i) daily scanning of a web site for malicious code; (ii) vulnerability assessment of a network environment; (iii) Seal services; and/or (iv) access to the account management features and functionality through a web-based console. Provision of such Services may be subject to prerequisites and additional terms and conditions imposed at Company's sole discretion.

6. Company Representations and Warranties. Company represents and warrants that (i) there are no errors introduced by Company in the Certificate information as a result of Company's failure to use reasonable care in creating the Certificate; (ii) its issuance of Certificates shall comply in all material respects with its Certification Practices Statement (CPS); and (iii) its revocation services and use of a Repository conform to its CPS in all material aspects.

7. Subscriber Representations and Warranties. Subscriber represents and warrants to Company and Relying Parties that:
(i) all information material to the issuance of a Certificate You provide to Company in each Certificate Application is accurate and complete;
(ii) Subscriber will inform Company if the representations made to Company in a Certificate Application changed or are no longer valid;

(iii) the Certificate information that Subscriber provided (including any email address) does not infringe the Intellectual Property Rights of any third party;

(iv) the Certificate information that Subscriber provided (including any email address) has not been and will not be used for any unlawful purpose;

(v) Subscriber, or someone explicitly authorized by Subscriber, has been (since the time of its creation) and will remain the only person(s) possessing the private key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to such materials or information;

(vi) Subscriber will use the Certificate exclusively for authorized and lawful purposes consistent with this Agreement;

(vii) Subscriber will use each Certificate as an end user and not as a Certification Authority to issue Certificates, certification revocation lists, or otherwise;

(viii) each digital signature created using the private key is the Subscriber's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created;

(ix) Subscriber enters into this Agreement as a condition of obtaining a Certificate; and

(x) Subscriber will not monitor, interfere with, or reverse engineer (save to the extent that it cannot be prohibited from so doing under applicable law) the technical implementation of the PKI, except with the prior written approval from Company, and shall not otherwise intentionally compromise the security of the PKI. Subscriber further represents and warrants that it has sufficient information to make an informed decision as to the extent to which it chooses to rely on a digital certificate issued within the PKI, that Subscriber is solely responsible for deciding whether or not to rely on such information, and that Subscriber shall bear the legal consequences of any failure to perform any obligation Subscriber might have as a Relying Party under the applicable Relying Party Agreement.

(xi) If the Services received include malware and/or vulnerability assessment, Subscriber further represents and warrants to Company that it has the corporate power and authority to give Company consent to proceed with the assessment; if the subject web site is managed and/or hosted by a third-party service provider, Subscriber warrants that it has obtained the consent and authorization from the service provider necessary for Company to perform the assessment.

8. Reseller Representations and Warranties. Reseller represents and warrants to Company and Relying Parties that (i) it has obtained the authority of its customer to enter into this Agreement on behalf of its customer and/or to bind its customer to this Agreement; and (ii) it shall comply with and procure its customer's compliance with this Agreement.

9. Refund Policy. If You are not completely satisfied with the Certificate or with the Services for any reason, You may request, within thirty (30) days of Certificate Application approval, that Company revoke the Certificate (if issued), terminate the Services, and provide You with a refund. Following the initial 30-day period, You are entitled to a refund only if Company has breached a warranty or other material obligation under this Agreement. For RapidSSL Certificates, the above Refund Policy shall apply except that that the initial refund request period is seven (7) days from Certificate Application approval. This entire Section does not apply to You if You have purchased Your Certificate from a Reseller.

10. Privacy. For the purposes of this Section, references to "You"/"Your" shall include Your network administrator(s) or any designated member of Your organization, as applicable. You agree to the use of Your data and information in accordance with the following:

Company will treat and process the data and information You provide in Your Certificate Application and/or enrollment process in accordance with the Company's privacy statement specific to these Services ("Privacy Statement"), as amended from time to time and accessible from the home page of the Company's website. You agree and consent that Company may place in Your Certificate and in the Seal, if applicable, information that You provide in Your Certificate Application. Company may also (i) publish Your Certificate, Seal, and information contained

therein in the Repository and other third-party sites; and (ii) use such information for the purposes set out in this Agreement and in the Privacy Statement.

(a) Automatically Collected, Transmitted and Stored Data. The Services collect from Your environment and automatically transmit to and store data with Company, which may include, without limitation, user or server IP addresses, browser information, and operating system information ("Transmitted and Stored Information"). The Transmitted and Stored Information will be used primarily for the purpose of account administration, security and analytics.

(b) Additional Information Collected. In the course of the Services, Company will collect the information that You provide while enrolling in the Services (e.g., business/administrator contact names and designation, telephone numbers, business e-mail/addresses, payment information, domain names, machine and keystore passwords, and security questions and answers), and will treat and process the information in accordance with the Agreement.

(c) Purposes of data collection. The information collected will be used for the purpose of configuring and providing You access to the Services and enabling and optimizing the performance of the Services; for internal research and development, including improving Company's products and services; for statistical analysis of product deployment, including analysis of trends and comparison in the aggregated install base; for responding to customer inquiries and requests; and/or for product updates and renewals. You agree that the information collected may also be used to provide You with information about products and services which may be of interest to You, including information about updates, upgrades, discounts and/or features.

(d) Technical Support. In the event that You provide any information to Company in connection with a technical support request ("Technical Support Information"), such information will be processed and used by Company for the purpose of providing the requested technical support, including performing error analysis.

(e) Sharing and Transfer. In order to promote awareness, detection and prevention of internet security risks, Company may share certain information collected through the Services and/or the Technical Support Information (the "Collected Information") with research organizations and other security software vendors. Company may also use statistics derived from the Collected Information through the Services or submitted by You, to track and publish reports on security risk trends. The Collected Information may be transferred to Company, its affiliates and contractors in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union) and will be stored and processed manually and electronically through global systems and tools for the purposes above. The Collected Information may be accessible by Company employees or contractors on a need-to-know basis, exclusively to be used in accordance with the purposes described above. For the same purposes the Collected Information may be shared with partners and vendors that process information on behalf of Company, including payment service providers. Company has taken steps so that the Collected Information, if transferred, receives an adequate level of protection.

(f) Your Obligation to Personal Information. It is Your responsibility to ensure that any disclosure by You to Company of personal information of Your users or third parties is in compliance with national laws governing the collection, use and protection of personal information applicable to Your country or region of operation. In particular, it is Your responsibility to inform users and third parties that You are providing their information to

Company, to inform them of how it will be used and to gather appropriate consents required for such transfer and use.

(g) <u>Disclosures to Law Enforcement</u>. Subject to applicable laws, Company reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of the Services. This means that Company may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

(h) <u>Contacting us about Your Privacy</u>. For further information on processing of customer data, please see our applicable Privacy Statement. For any inquiry about the Collected Information or about Company's privacy policies, please contact us at privacy@symantec.com.

(i) <u>Resellers</u>. If You are a Reseller acting on behalf of a customer, You warrant that You have all necessary rights (including consents) to provide your customer information to Company. You are aware that Company will process and/or transfer the information You provide in your Certificate Application in the United States and in other jurisdictions where Company maintains a presence. For further information on processing of customer data, please see our applicable Privacy Statement.

(j) <u>Your Consent</u>. By using the Services, You acknowledge and agree that Company may collect, transmit, store, disclose and analyze such Collected Information for the purposes set out above.

11. Indemnity. You agree to indemnify, defend and hold harmless Company, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from (i) the breach of any of Your warranties, representations and obligations under this Agreement, (ii) any falsehoods or misrepresentations of fact You make on the Certificate Application, (iii) any infringement of an Intellectual Property Right of any person or entity in information or content provided by you, (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, or (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Agreement. Company shall promptly notify you of any such claim, and You shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (a) You keep Company informed of, and consult with Company in connection with the progress of such litigation or settlement; (b) You shall not have any right, without Company's written consent, which consent shall not be unreasonably withhold, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of Company, or requires any specific performance or non-pecuniary remedy by Company; and (c) Company shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this Section 11 will survive any termination of this Agreement. As a Relying Party, You agree to indemnify, defend and hold harmless Company, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from (i) Your failure to perform the obligations of a Relying Party as set forth in the applicable Relying Party Agreement; (ii) Your reliance on a Certificate is not reasonable under the circumstances; or (iii) Your failure to check the status of such Certificate to determine whether the certificate is expired or revoked.

12. Protection Plan. Subscriber may be covered by the most current version of the Protection Plan, the details of which are published in the Repository. Under this Protection Plan, Company will pay Subscriber for certain damages arising from the breach by Company of one or more of the limited warranties in the Protection Plan, up to the limits set forth therein. Certificates provided free of charge or in connection with a Company trial offer are not covered by the Protection Plan.

13. Disclaimers of Warranties. IF THE SERVICES INCLUDE WEB SITE OR NETWORK SCANNING, (1) COMPANY DOES NOT WARRANT THAT SUCH SCAN(S) WILL DETECT ALL MALWARE AND/OR VULNERABILITIES, OR THAT ANY REPORT PROVIDED IN CONJUNCTION WITH SUCH SCAN(S) WILL BE COMPLETE OR ERROR-FREE; AND (2) YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT TO HAVING YOUR WEB SITE SCANNED, AND YOU HAVE CHOSEN TO ACCEPT SUCH RISK.

14. Limitations of Liability.

14.1 IF THE CERTIFICATE YOU PURCHASED IS COVERED UNDER THE PROTECTION PLAN, THE MOST THAT COMPANY MUST PAY YOU UNDER THE PROTECTION PLAN IS THE AMOUNT DETERMINED BY THE PROTECTION PLAN. ADDITIONALLY, THE LIMITATIONS ON DAMAGES AND PAYMENTS IN THIS SECTION DO NOT APPLY TO REFUND PAYMENTS.

THE LIABILITY LIMITATIONS PROVIDED IN THE AGREEMENT SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO THIS AGREEMENT. **THIS SECTION DOES NOT LIMIT REFUND PAYMENTS OR PAYMENTS UNDER THE PROTECTION PLAN.**

15. Third Party Beneficiary Rights. For GeoTrust/RapidSSL Certificates, You agree that Microsoft, Inc. shall be an express third party beneficiary of the obligations contained in this Agreement.

16. Symantec may update the Service at any time in order to maintain the effectiveness of the Service.

17. The Service may be accessed and used globally, subject to applicable export compliance limitations and technical limitations in accordance with the then-current Symantec standards.

Part II – GENERAL TERMS AND CONDITIONS

1. Term and Termination

(a) Term and Termination. Unless earlier terminated in accordance with the terms hereof, this Agreement shall continue until the term of the Service purchased hereunder expires. In the event of a material breach of this Agreement (excluding any breaches for which an exclusive remedy is expressly provided), the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days after written notice thereof.

(b) Subscriber shall cease using the Service upon termination for any reason. Further, any termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such termination. The terms that by their nature are intended to survive beyond the termination, cancellation, or expiration shall survive.

2. Fees, Payments and Taxes

Applicable fees will be as set forth on the web site at the time of purchase or in the applicable invoice ("**Service Fees**"). All Service Fees are due immediately and are non-refundable, except as may otherwise be stated in the Agreement. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum allowed by law. The Service Fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Symantec) which are imposed by or under the authority of any government on the Service Fees shall be borne by Subscriber and shall not be considered a part of, a deduction from or an offset against such Service Fees. All payments due to Symantec shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by Subscriber in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Symantec receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. This Section does not apply to You if You purchased the Service from a Reseller.

3. Proprietary Rights

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights. Subscriber acknowledges that Symantec and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Service provided by Symantec hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing "**Symantec Works**"). Symantec Works do not include Subscriber pre-existing hardware, software, or networks. Nothing in this Agreement shall create any right of ownership or license in and to the other party's Intellectual Property Rights and each party shall continue to independently own and maintain its Intellectual Property Rights.

4. Confidential Information

"Confidential Information" means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other party that may not be accessible or known to the general public. Confidential Information shall include, but not be limited to, the terms of this Agreement, and any information that concerns technical details of operation of any of Symantec's services, software or hardware offered or provided hereunder. The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the "**Receiving Party**") agrees to maintain all such Confidential Information received from the other party (the "**Disclosing Party**"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (i) is or becomes a matter of public

knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure.

5. Privacy

By providing Personal Information, as defined below, Subscriber consents, for itself, its users and contacts, to the following: Subscriber may be required to provide certain personal information of individuals ("**Personal Information**"), which will be processed and accessible on a global basis by Symantec, its affiliates, agents and subcontractors for the purposes of providing the Service, to generate statistical information about the Service, for internal research and development, including in countries that may have less protective data protection laws than the country in which You or Your users are located. Symantec may disclose the collected Personal Information as required or permitted by law or in response to a subpoena or other legal process. The Personal Information which Subscriber may be required to provide, and which is necessary to provide the Service, may include, but is not limited to, names, email address, IP address and contact details of designated users and contacts for the Service, Personal Information provided during configuration of the Service or any subsequent service call and other Personal Information as described herein. Contact the following for any questions or to access Subscriber's Personal Information: Symantec Corporation – Privacy Program Office, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Email: privacy@symantec.com.

6. Intellectual Property Infringement Indemnification

(a) Symantec's Intellectual Property Indemnification Obligation. To the extent any third party claim, suit, proceeding or judgment is based on a claim that the Services infringe any United States patent, copyright or trade secret (an **"Infringement Claim"**), Symantec shall defend and hold harmless Subscriber and its directors, officers, agents, employees, successors and assigns from such Infringement Claim, and indemnify Subscriber for damages finally awarded against Subscriber to the extent such damages are attributable to direct infringement by the Services or agreed to in settlement by Symantec, plus costs (including reasonable attorneys' fees and expenses).

In the event of any Infringement Claim, Symantec shall have the right, at its sole option, to obtain the right to continue use of the affected Service or to replace or modify the affected Service so that they may be provided by Symantec and used by Subscriber without infringement of third party United States patent, copyright or trade secret rights. If neither of the foregoing options is available to Symantec on a commercially reasonable basis, Symantec may terminate the Service immediately upon written notice to Subscriber, and within thirty (30) days after such termination Symantec shall pay a termination fee equal to the prorated portion of any Service Fees (excluding installation and any other non-recurring fees) paid in advance commensurate with the remaining portion of the Service period for which such Service Fees were assessed and paid.

The foregoing indemnity shall not apply to any infringement resulting from: (i) any open source or third party components or products; (ii) any use of the Service not in accordance with the Agreement; (iii) any use of the Services in combination with other services, software or hardware not supplied by Symantec if the alleged infringement would not have occurred but for such combination; (iv) any modification of the Services not performed by Symantec if the alleged

infringement would not have occurred but for such modification; or (v) use of an allegedly infringing version of the Service if the alleged infringement could be avoided by the use of a more current version of the Service made available to Subscriber.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE ENTIRE OBLIGATION OF SYMANTEC AND YOUR EXCLUSIVE REMEDIES WITH RESPECT TO THE SUBJECT MATTER THEREOF.

(b) Subscriber shall promptly notify Symantec of any claim for indemnity by providing written notice pursuant to this Agreement. When notifying an Infringement Claim, any such notice shall: (i) identify the United States patent, copyright or trade secret asserted by a third party and the Service potentially impacted by the third party claim; and (ii) identify, initially and on an ongoing basis, any other potential indemnitor to whom Subscriber has provided notice of the third party claim and the Service supplied to Subscriber by such other potential indemnitor.

After receipt of such notice, Symantec shall have a reasonable time to investigate whether the third party claim might fall within the scope of the indemnification prior to assuming the defense of such claim. With respect to any claim for which such notification is provided or otherwise within the scope of the indemnity, Symantec shall have the right to control and bear full responsibility for the defense of such claim (including any settlements); provided however, that: (i) Symantec shall keep Subscriber informed of, and consult with Subscriber in connection with the progress of such litigation or settlement; (ii) Symantec shall not have any right, without Subscriber's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on Subscriber's part, or requires any specific performance or non-pecuniary remedy by Subscriber; and (iii) Subscriber shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

7. Limitation Of Liability

NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING UNDER: (I) SECTION 2.4 (CONFIDENTIAL INFORMATION); (II) SECTION 2.6(A) (SYMANTEC'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION); OR (III) DEATH OR SERIOUS BODILY INJURY, EACH PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THE AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY SUBSCRIBER TO SYMANTEC DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS, UP TO A MAXIMUM OF ONE MILLION DOLLARS ($1,000,000).

EXCEPT FOR THE EXPRESS LIMITED WARRANTY AS MAY BE SET FORTH IN THE SERVICE-SPECIFIC TERMS AND CONDITIONS ABOVE, SYMANTEC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF SUBSCRIBER REQUIREMENTS, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. SYMANTEC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8. General Provisions

(a) <u>Notices</u>. Subscriber shall make all notices, demands or requests to Symantec with respect to this Agreement in writing (excluding email) to the "Contact" address listed on the website from which Subscriber purchased the Services, with a copy to the General Counsel – Legal Department, Symantec Corporation, 350 Ellis Street, Mountain View, CA 94043, USA.

(b) <u>Entire Agreement</u>. This Agreement (including any applicable Service Description) (if You are a Reseller, also including the Reseller agreement with Symantec) constitutes the entire understanding and agreement between Company and Subscriber with respect to the Services purchased hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

(c) <u>Amendments and Waiver</u>. Except as provided below, any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing in the form of a non-electronic record referencing this Agreement and signed by the parties to be bound thereby, and this Agreement may not be modified or extended solely by submission of a purchase order or similar instrument referencing this Agreement. Notwithstanding the foregoing, Company may revise the terms of this Agreement at any time for the following reasons: (i) it becomes necessary due to applicable laws or industry standards, including, without limitation, any change of the foregoing; (ii) it becomes necessary for technological reasons when any changes is made without materially degrading the Service functionality; (iii) it becomes necessary to maintain the operation of the Service when any change is made without materially degrading the Service functionality; or (iv) changes are in favor of the Subscriber. Any such change will be binding and effective thirty (30) days after publication of the change on Symantec's website, or upon notification to Subscriber by email. If Subscriber does not agree with the change, it may terminate this Agreement at any time by notifying Symantec and requesting a partial refund of fees paid, prorated from the date of termination to the end of the Service term. By continuing to use the Service after such change, Subscriber agrees to abide by and be bound thereby.

(d) <u>Force Majeure</u>. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

(e) <u>Severability</u>. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

(f) <u>Compliance with Law</u>. Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. Subscriber hereby acknowledges and agrees that the Services and any related download or technology ("Controlled Technology") may be subject to applicable export control, trade sanction, and physical or electronic import laws, regulations, rules and licenses, and that Subscriber is hereby notified of the information published by Company on http://www.symantec.com/about/profile/policies/legal.jsp, or successor website, and will comply

with the foregoing, and with such further export restrictions that may govern individual Services, as specified in the relevant Service Descriptions. Company shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Subscriber, if You fail to comply with this provision.

(g) Assignment. Subscriber may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Company's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

(h) Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any Agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

(i) Governing Law. This Agreement and any disputes relating to the Services 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 California, if Subscriber is located in North America or Latin America; or (b) the law of England, if Subscriber is located in Europe, Middle East or Africa; or (c) the laws of Singapore, if Subscriber is located in Asia Pacific including Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(j) Dispute Resolution. To the extent permitted by law, before Subscriber files suit or initiates an administrative claim with respect to a dispute involving any aspect of this Agreement, Subscriber shall notify Company, and any other party to the dispute for the purpose of seeking business resolution. Both Subscriber and Company shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law as specified under this Agreement.

(k) English Version. If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

9. Additional Provisions

The section entitled *Privacy* reflects the general privacy practice of Symantec, which is supplemented by further details that are unique to the provision of the Service. See the *Section entitled Privacy* in the applicable Service Description for more information.

The Section entitled *Limitation of Liability* reflects the general limitation of Symantec's liability, which is supplemented by further details that are unique to the provision of the Service. See *Section entitled Service Conditions* in the Service Description for more information.

Except as otherwise specified in the Service Description, the Service, and any software provided therewith, may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice at http://www.symantec.com/about/profile/policies/eulas/.

Part III – DEFINITIONS

"**Certificate**" means a message that, at least, states a name or identifies the CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and is digitally signed by the CA.

"Certificate Applicant" means an individual or organization that requests the issuance of a Certificate by a CA.

"Certificate Application" means a request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.

"Certification Authority" or **"CA"** means an entity authorized to issue, manage, revoke, and renew Certificates in the PKI. For purposes of this Agreement, CA shall mean Symantec and its affiliates, as applicable.

"Certification Practice Statement" or **"CPS"** means a statement of the practices that a CA or RA employs in approving or rejecting Certificate Applications and issuing, managing, and revoking Certificates. The CPS is published in the Repository.

"Licensed Certificate Option" means the service option that grants a Subscriber the right to use a Certificate on one physical device (the "Initial Physical Device") and obtain additional Certificate licenses for (i) additional physical servers or physical devices that are secured by the Initial Physical Device, including, but not limited to, servers that are secured with a load balancer on which the Certificate is installed; or (ii) additional physical servers on which replicated Certificates are installed. This option may not be available to You.

"Operational Period" means the period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with the date and time on which the Certificate expires or is earlier revoked.

"Protection Plan" means the extended warranty program offered by Company and as detailed in the Repository. Symantec's Protection Plan is entitled "NetSure Protection Plan"; GeoTrust and Rapid SSL's Protection Plan is entitled "GeoSure Protection Plan"; and Thawte's Protection Plan is entitled "Thawte Protection Plan".

"Public Key Infrastructure" or **"PKI"** means the Certificate-based public key infrastructure governed by the Company's certificate policies, which enables the worldwide deployment and use of Certificates by Company, its affiliates, their respective customers, Subscribers, and Relying Parties. Symantec's PKI is entitled "Symantec Trust Network" or "STN"; GeoTrust and RapidSSL's PKI is entitled "GeoTrust PKI"; and Thawte's PKI is entitled "Thawte PKI".

"Registration Authority" or **"RA"** means an entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

"Relying Party" means an individual or organization that acts in reliance on a Certificate and/or a digital signature.

"Relying Party Agreement" means the agreement under which the CA sets forth the terms and conditions under which an individual or organization acts as a Relying Party, specifically the Relying Party Agreement published in the Repository.

"Repository" means the collection of documents located at the link for the repository, which may be accessed from the website of Company from which You applied for Your Certificate, such as www.symantec.com, www.thawte.com, www.geotrust.com and www.rapidssl.com.

"Reseller" means An entity authorized by Company to resell the Certificates or Services governed by this Agreement.

"Seal" means an electronic image featuring a Symantec™ and/or Norton™ mark (or, as applicable, a GeoTrust®, Thawte®, or RapidSSL™ mark), which when displayed by You on Your website indicates that You have purchased Company Service(s) and, when clicked on, indicates certain information about the Services and whether such Services are active.

"Seal License Agreement" means the agreement executed between Subscriber and Company that governs the Subscriber's use and obligations related to the Symantec™ and/or Norton™ Seal (or, as applicable, the GeoTrust®, Thawte®, or RapidSSL™ Seal).

 "Services" mean, collectively, the digital certificate service and any related product, benefit, or utility that Company makes available to You through Your purchase of the SSL Certificate.

"SSL Certificate" means a Certificate used to support SSL sessions between a web browser (or another client) and a web server that uses encryption.

"Subscriber" means in the case of an individual Certificate, a person who is the Subject of, and has been issued, a Certificate. In the case of an organization Certificate, an organization that owns the equipment or device that is the Subject of, and that has been issued, a Certificate. A Subscriber is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate.

"Symantec Trust Network" or **"STN"** means the Certificate-based Public Key Infrastructure governed by the Symantec Trust Network CPS, which enables the worldwide deployment and use of Certificates by Symantec and its affiliates, and their respective customers, Subscribers, and Relying Parties.

SSL Certificate Subscriber Agreement Version 10.1 (October 2015)