

SSL Certificate Subscriber Agreement

YOU MUST READ THIS SSL CERTIFICATE SUBSCRIBER AGREEMENT („AGREEMENT“) BEFORE APPLYING FOR, ACCEPTING, OR USING ANY SYMANTEC, GEOTRUST, THAWTE, OR RAPIDSSL SSL CERTIFICATE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY CLICKING „ACCEPT“ OR BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

AS USED IN THIS AGREEMENT, „COMPANY“ MEANS, AS APPLICABLE, SYMANTEC, GEOTRUST, THAWTE OR RAPIDSSL. SYMANTEC MEANS AS FOLLOWS: (A) SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS, THAILAND, OR JAPAN; (B) SYMANTEC LTD., IF YOU ARE LOCATED IN EUROPE, MIDDLE EAST, AFRICA OR ASIA PACIFIC (EXCLUDING THAILAND, JAPAN, OR AUSTRALIA); AND (C) VERISIGN AUSTRALIA PTY. LTD. IF YOU ARE LOCATED IN AUSTRALIA. „GEOTRUST“ MEANS THE SPECIFIC GEOTRUST ENTITY SPECIFIED ON THE HOMEPAGE OF THE WEBSITE ON WHICH YOU APPLIED FOR YOUR CERTIFICATE. „THAWTE“ MEANS THAWTE, INC. UNLESS YOU (ON BEHALF OF YOUR ORGANIZATION) ARE LOCATED IN THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF NAMIBIA, THE KINGDOM OF LESOTHO, OR THE KINGDOM OF SWAZILAND, IN WHICH CASE „THAWTE“ SHALL MEAN SYMANTEC, LTD. PLEASE NOTE THAT COMPANY RESERVES THE RIGHT TO CHANGE THE COMPANY ENTITY PARTICIPATING IN THIS AGREEMENT BY NOTICE TO YOU, AS DESCRIBED IN THIS AGREEMENT.

IF YOU ARE A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOU AUTHORIZE YOUR RESELLER TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, RENEW, AND, IF NECESSARY, REVOKE THE CERTIFICATE ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER TO USE YOUR CERTIFICATE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, CONTACT COMPANY IMMEDIATELY AT THE TELEPHONE NUMBER SET FORTH IN SECTION 24 BELOW AND COMPANY WILL REVOKE THE CERTIFICATE.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A CERTIFICATE, YOU AGREE TO THE REPRESENTATION AND WARRANTIES AS SET FORTH IN SECTIONS 8.2 AND 8.3. IF YOU ARE A RESELLER, BUT ARE SOLELY APPLYING FOR YOUR OWN CERTIFICATE, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 8.3.

1. Definitions.

„Certificate“ means an electronic document that uses a digital signature to connect a public key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a digital signature of the issuing certificate authority.

„Certificate Application“ means a request to a CA for the issuance of a Certificate.

„Certification Authority“ or „CA“ means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean Company.

„Certification Practice Statement“ or „CPS“ means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. Company's CPS is published in the Repository.

„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, trademarks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

„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.

„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“.

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

„Relying Party Agreement“ means an agreement used by a CA setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the Company 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.

„Reseller“ means an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains Certificates for re-sale.

„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 which Company Service(s) you have purchased 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 collateral product, benefit, or utility that Company makes available to you through your purchase of the SSL Certificate.

„Subscriber“ means a person, organization, or entity who is the owner of or has the right to the device that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue.

2. Processing the Certificate Application. The Certificate for which you have applied on behalf of your organization is a SSL Certificate, which is used to support SSL/TLS sessions between a web browser and web server using encryption. Upon Company's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have selected, Company will process your Certificate Application. If your Certificate Application is approved, before Company can issue you a Certificate, you must submit your Certificate Signing Request („CSR“) in a format specified by the CA. If Company does not receive your CSR within twelve (12) months from the day your Certificate Application is approved and a certificate is otherwise ready for issuance, your Certificate Application approval will automatically expire. If your Certificate Application is approved, and you submit a valid CSR, Company will issue you a Certificate for your use in accordance with this Agreement. After you pick up or otherwise install your Certificate, you must review the information in it and promptly notify Company of any errors. Upon receipt of such notice, Company may revoke your Certificate and issue you a corrected Certificate.

3. Collateral Services. Company may make available to you additional Services such as, but not limited to: (i) daily scanning of your website for malicious code; (ii) vulnerability assessment of your 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 imposed at Company's sole discretion.

4. Use and Restrictions. You may install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate. You are prohibited from using your Certificate: (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 you submitted on your Certificate Application; (iii) on more than one physical server or device at a time, unless you have purchased the Licensed Certificate Option, or unless you have purchased a GeoTrust or RapidSSL Certificate; (iv) if a WLAN Server Certificate, on any device other than a RADIUS server; and (v) 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 you are using the Licensed Certificate Option, you acknowledge and agree that this option can result in increased security risks to your 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. Certificates purchased under the Licensed Certificate Option limit the amount of recovery under

the Protection Plan to ten thousand US dollars (US \$10,000) or the local currency equivalent thereof. If you choose to display the Seal, you must install and display such seal only in accordance with the Seal License Agreement published in the Repository.

5. Reporting and Revocation. If you discover or have reason to believe there has been a compromise of your private key, or the information within your Certificate is, or has become, incorrect or inaccurate, or if your organization name and/or domain name registration has changed, you must immediately cease using the Certificate and its associated private key, and you must promptly request Company to revoke the Certificate. If Company discovers or has reason to believe that there has been a compromise of your private key or misuse of your Certificate, you must respond to Company's instructions within the time specified by Company. Company retains the right to revoke your Certificate at any time without notice if: (i) Company discovers that the information within your Certificate is no longer valid; (ii) you violate or fail to perform your 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 your Certificate may compromise the security or integrity of the PKI or the Company. Company may also revoke your Certificate for non-payment.

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

7. Term of Service. This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.

8. Representations and Warranties.

8.1 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 CPS; and (iii) its revocation services and use of a Repository conform to its CPS in all material aspects.

8.2 Your Representations and Warranties. You represent and warrant to Company and Relying Parties that (i) all information material to the issuance of a Certificate you provide to Company in your Certificate Application is accurate and complete; (ii) you will inform Company if the representations you made to Company in your Certificate Application changed or are no longer valid; (iii) the Certificate information you provided (including your e-mail address) does not infringe the Intellectual Property Rights of any third party; (iv) the Certificate information you provided (including your email address) has not been and will not be used for any unlawful purpose; (v) you, or someone explicitly authorized by you, have been (since the time of its creation) and will remain the only person(s) possessing your 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) you will use your Certificate exclusively for authorized and lawful purposes consistent with this Agreement; (vii) you will use your 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 your 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) you manifest assent to this Agreement as a condition of obtaining a Certificate; and (x) you will not monitor, interfere with, or reverse engineer (save to the extent that you 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. You further represent and warrant that you have sufficient information to make an informed decision as to the extent to which you choose to rely on a digital certificate issued within the PKI, that you are solely responsible for deciding whether or not to rely on such information, and that you shall bear the legal consequences of your failure to perform any obligation you might have as a Relying Party under the applicable Relying Party Agreement. If your Services include malware and/or vulnerability assessment, you further represent and warrant to Company that (xi) you have the corporate power and authority to give Company consent to proceed with the assessment; if your website is managed and/or hosted by a third-party service provider, you warrant that you have obtained the consent and authorization from the service provider necessary for Company to perform the assessment.

8.3 Reseller Representations and Warranties. Further to section 8.2, 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. Fees and Payment Terms. As consideration for the Certificate you have purchased, you shall pay Company the applicable service fees set forth on our website at the time of your selection, or, if applicable, upon receipt of an invoice from Company. All fees are due immediately and are non-refundable, except as otherwise stated below. 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 Company) which are imposed by or under the authority of any

government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such service fees. All payments due to Company 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 you 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, Company 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 your Certificate from a Reseller.

10. 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 Section does not apply to you if you have purchased your Certificate from a Reseller.

11. Proprietary Rights. You acknowledge that Company 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 Services provided by Company hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, „Company Works“). The Company Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, 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.

12. Modifications to Subscriber Agreement. Company may (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein at any time. Any such change will be binding and effective thirty (30) days after publication of the change on Company ,s websites, or upon notification to you by e-mail. If you do not agree with the change, you may terminate this Agreement at any time by notifying Company and requesting a partial refund of fees paid, prorated from the date of termination to the end of the service period. By continuing to use Company Services after such change, you agree to abide by and be bound thereby.

13. Privacy. For the purposes of this Section 13, 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 primarily be used 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 contact names, business telephone numbers, business e-mail/ addresses, payment information, domain names, password and security questions and answers), and will treat and process the information in accordance with the Privacy Statement, as amended from time to time and accessible from the home page of the Company's website.

(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.

(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) Disclosures to Law Enforcement. 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) Contacting us about Your Privacy. 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) Resellers. 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) Your Agreement. 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.

14. Disclaimers of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN SECTION 8 OR THE PROTECTION PLAN, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF CUSTOMER REQUIREMENTS, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. IF YOUR SERVICES INCLUDE WEBSITE 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 WEBSITE SCANNED, AND YOU HAVE CHOSEN TO ACCEPT SUCH RISK. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. 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 informa-

tion 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 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 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 15 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 that 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.

16. Limitations of Liability.

16.1 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. THE LIMITATIONS ON DAMAGES AND PAYMENTS IN THIS SECTION 16.1 DO NOT APPLY TO REFUND PAYMENTS.

16.2 THIS SECTION 16.2 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IN THE EVENT OF ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT (SEPARATE FROM A REQUEST FOR PAYMENT UNDER THE PROTECTION PLAN), TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. COMPANY'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY UNDER THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO TWO (2) TIMES THE AMOUNTS PAID FOR THE SERVICE. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 16.2 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO THIS AGREEMENT. THIS SECTION 16.2 DOES NOT LIMIT REFUND PAYMENTS OR PAYMENTS UNDER THE PROTECTION PLAN. NOTWITHSTANDING THE FOREGOING, COMPANY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 16 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM COMPANY'S NEGLIGENCE OR WITH RESPECT TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT SUCH JURISDICTIONS DO NOT ALLOW CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. Force Majeure. 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 Section 17: (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.

18. Compliance with Law, Export Requirements, and Foreign Reshipment Liability . Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under the Agreement. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements („Export Control“). Regardless of any disclosure made by you to Company of an ultimate destination of Certificates, software, hardware, or technical data (or portions thereof) supplied by Company („Company Technology“) and, notwithstanding anything contained in the Agreement to the contrary, you will not: (i) modify, export, or re-export, either directly or indirectly, any Company Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (ii) provide Company Technology to any proscribed party on the United States Treasury Department's Office

of Foreign Asset Control list of „specially designated nationals and blocked persons“, the United States Commerce Department's „denied parties list“, the United States Commerce Department's „BIS Entity List“ or such other applicable lists; or (iii) export or re-export Company Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. Company shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to you, if you fail to comply with this provision.

19. Severability. If 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.

20. 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 you are located in North America or Latin America; or (b) the law of England, if you are located in Europe, Middle East or Africa; or (c) the laws of Singapore, if you are located in Asia Pacific including Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Dispute Resolution. To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify Company, and any other party to the dispute for the purpose of seeking a business resolution. Both you 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.

22. Protection Plan. You 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 you 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 in connection with a Company trial offer are not covered by the Protection Plan.

23. Assignment. You 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.

24. Notices and Communications. You will make all notices, demands or requests to Company with respect to this Agreement in writing to the „Contact“ address listed on the website of the Company from which you purchased your Certificate, with a copy to: General Counsel – Legal Department, Symantec, 350 Ellis Street, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-527-8000.

25. Entire Agreement. This Agreement, the Seal License Agreement (if you choose to display a Seal), the applicable enterprise product agreement that governs your use of your enterprise account (if you obtain a Certificate through such enterprise account), and if you are a Reseller, your Reseller agreement with Company constitute the entire understanding and agreement between Company and you with respect to the transactions contemplated, and supercedes 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.

26. 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.

SSL Certificate Subscriber Agreement Version 9.0 (November 2012)