

GeoTrust Enterprise Security Center Agreement

THIS GEOTRUST ENTERPRISE SECURITY CENTER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN GEOTRUST (AS DEFINED BELOW), AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("YOU"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOU IN USING THE SERVICE. BY CLICKING "ACCEPT" OR BY USING THE SERVICE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND FULLY PERFORM YOUR OBLIGATIONS HEREUNDER, AND YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

ALL REFERENCES TO "GEOTRUST" IN THIS AGREEMENT SHALL MEAN THE SPECIFIC GEOTRUST ENTITY SPECIFIED ON THE WEBSITE ON WHICH YOU APPLIED FOR YOUR CERTIFICATE. "GEOTRUST" REFERS COLLECTIVELY TO GEOTRUST, INC. AND ITS PARENT, SYMANTEC CORPORATION. PLEASE NOTE THAT GEOTRUST RESERVES THE RIGHT TO CHANGE THE 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 YOUR RESELLER IS AUTHORIZED TO APPLY FOR, MAINTAIN, RENEW AND OTHERWISE MANAGE ANNUAL SUBSCRIPTION FOR THE SERVICES ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER TO MANAGE YOUR ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, CONTACT GEOTRUST IMMEDIATELY AT THE CONTACT ADDRESS SET FORTH IN SECTION 13(A) BELOW AND GEOTRUST WILL TERMINATE THE SERVICES.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR AN ACCOUNT FOR THE SERVICES, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTIONS 2(E) AND 2(F). IF YOU ARE A RESELLER AND ARE APPLYING FOR YOUR OWN ACCOUNT TO MAINTAIN, RENEW AND OTHERWISE MANAGE YOUR OWN ANNUAL SUBSCRIPTION PERIODS FOR THE SERVICES, THEN THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 2(F).

1. DEFINITIONS

"Account Administrator" or "Administrator" is a person appointed by the RA and responsible for carrying out the functions of the RA.

"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 GeoTrust for the issuance of a Certificate.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a certificate authority employs in issuing Certificates. The GeoTrust CPS is published in the repository on the GeoTrust website at <http://www.geotrust.com/resources/repository/legal>.

"Compromise" shall mean a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of a private key.

"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, provided that such information is clearly marked as Confidential Information at the time of disclosure. Confidential Information shall include, but not be limited to, the terms of this Agreement, and any information which concerns technical details of operation of any of GeoTrust's services offered or provided hereunder.

"Erroneous Issuance" means (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by GeoTrust; (b) issuance of a Certificate to a Subscriber other than the one named as the subject of the Certificate; or (c) issuance of a Certificate without the authorization of the Subscriber that is the subject of the Certificate.

"GeoSure Protection Plan" means the extended warranty program offered by GeoTrust, as detailed in the Repository.

"GeoTrust Seal" or "Seal" means an electronic image featuring a GeoTrust® mark, which when displayed by you on your website indicates that you have purchased GeoTrust service(s) and, when clicked on, indicates which GeoTrust Service(s) you have purchased and whether such services are active.

"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).

"Seal License Agreement" means the agreement executed between Subscriber and Symantec that governs the Subscriber's use and obligations related to the GeoTrust® Seal.

"Operational Period" means a 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 a date and time at which the Certificate expires or is earlier revoked.

"Portal" shall mean the secure Web pages operated by GeoTrust wherein you may establish an account and purchase subscriptions to SSL Certificate-related services as listed therein.

"Registration Authority" or "RA" means an entity approved by a CA to assist persons in applying for Certificates and/or revoking (or where authorized, suspending or deactivating) Certificates, and approving such applications, in connection with the Service. The RA is not an agent of a Certificate Applicant, and may not delegate the authority to approve Certificate Applications other than to authorize Account Administrators of the RA.

"Repository" shall mean the collection of documents located at the website link for the repository which may be accessed from the homepage of the Portal.

"Reseller" means an entity that resells annual Subscriptions to its own customers.

"Services" means the Portal, and the services listed therein which GeoTrust makes available for purchase through the Portal.

"SSL Certificate" means a Certificate used to support Secure Sockets Layer (SSL) sessions between a web browser and web server that uses encryption.

"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.

"Subscriber Agreement" is the agreement executed between Subscriber and GeoTrust relating to the provision of designated services that governs the Subscriber's rights and obligations related to those services.

"GeoTrust PKI" or "PKI" means the Certificate-based public key infrastructure governed by the GeoTrust PKI certificate policies, which enables the worldwide deployment and use of Certificates by GeoTrust, its affiliates, their respective customers, Subscribers, and relying parties.

2. YOUR OBLIGATIONS

(a) Appointment. Upon registration, your account will be secured through a unique user name and password. You shall take all necessary measures to protect the confidentiality of your user name and password. You may appoint one or more authorized employees or agents as Account Administrator(s). You may permit such Administrator(s) to appoint additional Administrators on your organization's behalf. You shall cause your Administrators receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement.

(b) Administrator Functions. You shall comply with the requirements set forth in the GeoTrust CPS for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, using hardware and software designated by GeoTrust, and revoking Certificates. You shall perform such tasks in a competent, professional, and workmanlike manner. You shall approve a Certificate Application only if (i) the application was made on behalf of a device or internet domain (for purposes of approving SSL Certificates) within your organization; and (ii) your RA has authorized the use of your organizational name in the Certificate. If your Administrator ceases to have the authority to act as Administrator on your behalf, then you shall promptly revoke such authority. If the information in your Certificates is incorrect or has changed, then your Administrator shall promptly request revocation of all such Certificates issued therein.

(c) Survival. In addition to the termination, revocation, and security provisions set forth in this Agreement, the GeoTrust CPS shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

(d) Certificate Restrictions. You shall not use an SSL Certificate (i) for or on behalf of any other organization or (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the one(s) submitted by your Administrator during enrollment. You acknowledge and agree that the use of a single Certificate on more than one physical/virtual server or device at time can result in increased security risks to your network and GeoTrust expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. GeoTrust reserves the right to monitor publicly-facing Internet servers and/or devices to ensure that SSL Certificates comply with this Section 2. If GeoTrust discovers any use of SSL Certificate(s) not in compliance with Section 2, then GeoTrust shall immediately notify your Administrator of non-compliance. If your Administrator does not revoke or remove the non-compliant Certificate, then GeoTrust may suspend the account and/or take such other appropriate actions, such as revoking the non-compliant Certificate. GEOTRUST CONSIDERS THE

UNLICENSED USE OF A SSL CERTIFICATE SOFTWARE PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW.

(e) Your Warranties. You warrant that (i) all information material to the issuance of a Certificate and validated by you or on your behalf is true and correct in all material respects; (ii) your approval of Certificate Applications will not result in Erroneous Issuance; (iii) you have substantially complied with the GeoTrust CPS and your obligations set forth herein; (iv) no Certificate information provided to GeoTrust infringes the intellectual property rights of any third party; (v) the information you provide in the Certificate Application(s) (including email address(es)) has not been and will not be used for any unlawful purpose; (vi) your Administrator(s) has been (since the time of the creation of your account) and will remain the only person(s) possessing the Administrator's account user name and password, 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; (vii) you will not monitor, interfere with or reverse engineer the technical implementation of the GeoTrust systems or software or the PKI, except with the prior written approval from GeoTrust, and shall not otherwise intentionally compromise the security of the GeoTrust systems or software or the PKI.

(f) Reseller Representations and Warranties. Further to Section 2(e), Reseller represents and warrants 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.

3. ADDITIONAL SERVICE TERMS

(a) License Grant. GeoTrust grants you a limited, non-exclusive, non-transferable, non-sublicenseable license during the term of this Agreement to access and use the GeoTrust Enterprise Security Center and, if applicable, any software or tools which GeoTrust makes available through the GeoTrust Enterprise Security Center. You may use such software and tools solely in accordance with the applicable instructions or documentation and any end-user license terms and/or restrictions provided therewith.

(b) Each GeoTrust Enterprise Security Center license may support multiple organizations and multiple domain names, as long as each organization and related domain name(s) is owned and registered to the organization that owns the account. This Service is not intended for service providers that issue certificates to unrelated organizations and may not be used for such purpose.

(c) Seal. If you choose to display the GeoTrust® Seal, then you must install and display such seal only in accordance with the Seal License Agreement posted on GeoTrust's website.

4. GEOTRUST'S OBLIGATIONS

(a) GeoTrust Enterprise Security Center Service. Upon registration, GeoTrust shall provide you access to the Portal for the purpose of purchasing subscriptions to the Services for Certificates in accordance with this Agreement. GeoTrust shall issue and manage life cycle functionalities for Certificates in accordance with the instructions you provide through your Administrator(s). Upon your approval of a Certificate Application, GeoTrust shall: (i) be entitled to rely upon the correctness of the information in each such approved Certificate Application; and (ii) issue a Certificate to the Certificate Applicant submitting such Certificate Application.

(b) GeoTrust's Warranties and Disclaimers. GeoTrust warrants that (i) there are no errors introduced by GeoTrust in the Certificate information as a result of GeoTrust'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. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN, GEOTRUST 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.

5. CERTIFICATE SUBSCRIPTION

(a) Exception to Subscriber Agreement Terms. Notwithstanding any contrary terms stated in the Subscriber Agreement that you accept for these Services, which alternatively provides for the purchase of a Certificate, under the GeoTrust Enterprise Security Center, you are not purchasing Certificates but instead are purchasing subscriptions for the right to issue and manage the Certificates.

(b) Annual Subscription Details. You may solely purchase annual, twelve-month subscriptions for the GeoTrust Enterprise Security Center only for the right to manage your Certificate(s) within the capacity purchased for the duration of an active subscription ("Subscription"). You also have the option to purchase additional domain and/or organization authentication services in addition to those available with your Subscription. GeoTrust shall not refund amounts paid for any unused Subscriptions, domain authentication services, or

organization authentication services outside the published refund policy, as described under Section 7.

6. PROPRIETARY RIGHTS

You acknowledge that GeoTrust 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 GeoTrust hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing "GeoTrust Works"). GeoTrust Works do not include your 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.

7. FEES, PAYMENTS, AND TAXES

As consideration for the Services, you shall pay GeoTrust the applicable fees set forth on the Portal at the time of your selection. All fees (including Subscription fees, domain authentication service fees, and organization authentication service fees) are due immediately and, notwithstanding any contrary terms stated in the Subscriber Agreement that you accept for each SSL Certificate requested using these Services, are non-refundable, except that Subscription fees may be refunded upon your request within thirty (30) days from purchase of the Subscription. 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 amount allowed by law, whichever is less. The 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 GeoTrust) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any of the Services shall be borne by you and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to GeoTrust shall be made without any deduction or withholding on account of any tax, duty, charge or penalty 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, GeoTrust 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 7 does not apply to you if you purchased your Subscription from a Reseller.

8. CONFIDENTIAL INFORMATION

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. In addition, GeoTrust shall treat any of your information collected through the GeoTrust Enterprise Security Center in accordance with GeoTrust's published privacy statement.

9. PRIVACY AND DATA COLLECTION

For the purposes of this Section 9, 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: GeoTrust will treat and process the data and information You provide during the enrollment process in accordance with the privacy statement specific to these Services ("Privacy Statement"), as amended from time to time and accessible from the GeoTrust website. You agree and consent that GeoTrust may place in Your Certificate and Seal, if applicable, information that you provide in Your Certificate Application. GeoTrust 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 GeoTrust, 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, GeoTrust 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 Company’s 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 GeoTrust’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 GeoTrust in connection with a technical support request (“Technical Support Information”), such information will be processed and used by GeoTrust 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, GeoTrust 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. GeoTrust 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 GeoTrust, 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 GeoTrust 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 GeoTrust, including payment service providers. GeoTrust 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 GeoTrust 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 GeoTrust, 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, GeoTrust 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 GeoTrust may provide documents and information relevant to a court subpoena or to 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 GeoTrust's privacy policies, please contact us at privacy@symantec.com.
- (i) Resellers. If You are purchasing Certificate Subscriptions on behalf of a customer, or 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 GeoTrust. You are aware that GeoTrust will process and/or transfer the information You provide in the United States and in other jurisdictions where GeoTrust maintains a presence.
- (j) Your Agreement. By using the Services, You acknowledge and agree that GeoTrust may collect, transmit, store, disclose and analyze such Collected Information for the purposes set out above.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless GeoTrust, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, proceedings, judgments, damages, and costs (including reasonable legal 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. GeoTrust 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 GeoTrust informed of, and consult with GeoTrust in connection with the progress of such litigation or settlement; (b) you shall not have any right, without GeoTrust'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, claim 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 GeoTrust, or requires any specific performance or non-pecuniary remedy by GeoTrust; and (c) GeoTrust shall have the right to participate in the defense of a claim with legal counsel of its choice at its own expense.

11. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMERS

(a) IF THE CERTIFICATE SUBSCRIPTION YOU PURCHASED IS COVERED UNDER THE GEOSURE PROTECTION PLAN, THE MOST THAT GEOTRUST MUST PAY YOU UNDER THE PROTECTION PLAN IS THE AMOUNT DETERMINED BY THE PROTECTION PLAN. THE LIMITATION ON DAMAGES AND PAYMENTS IN THIS SECTION 11(a) DO NOT APPLY TO REFUND PAYMENTS.

(b) GEOTRUST'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU FOR USE AND RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO ONE HUNDRED THOUSAND U.S. DOLLARS (US\$100,000). THE LIABILITY LIMITATIONS PROVIDED HEREIN SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. GEOTRUST SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

(c) EXCEPT FOR CLAIMS ARISING UNDER SECTION 11(b), 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 CUSTOMER TO GEOTRUST 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).

THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY ARISING FROM: (I) SECTION 3(a) (*LICENSE GRANT*); (II) SECTION 8 (*CONFIDENTIAL INFORMATION*); (III) SECTION 10 (*INDEMNIFICATION*); OR (IV) DEATH OR SERIOUS BODILY INJURY.

(d) NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCE, INCLUDING WITH RESPECT TO ANY LIABILITY ARISING FROM (I) SECTION 3(a) (*LICENSE GRANT*); (II) SECTION 8 (*CONFIDENTIAL INFORMATION*); (III) SECTION 10 (*INDEMNIFICATION*); OR (IV) DEATH OR SERIOUS BODILY INJURY, 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.

(e) GEOTRUST DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN OR IN THE APPLICABLE SUBSCRIBER AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND GEOTRUST 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, A PARTY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 11 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM A PARTY'S NEGLIGENCE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

12. TERM AND TERMINATION

(a) Term. This Agreement shall commence on the date you click the "ACCEPT" button and shall continue for the term of your Subscription, until termination pursuant to Section 12 (b) below.

(b) Termination. This Agreement shall remain in effect until the expiration or termination of the Subscription. A Subscription may be terminated before its expiration only upon the submission of a formal request to GeoTrust customer support on the Portal. Such termination of your Subscription will result in the deactivation and/or revocation of the Certificate issued under your Subscription.

- i. Deactivation/Revocation Upon Expiration/Termination. Upon the expiration or termination of a Subscription, GeoTrust will deactivate and/or revoke the Certificate issued there under, provided that, however, you have thirty (30) days to renew your expired/terminated Subscription.
- ii. Termination for Default. 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.

(c) Effect of Termination. You shall cease using the Services upon termination. No refunds will be given in the event of termination, except as provided under Section 7. Further, any termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such termination. Sections 6, 7, 8, 9, 10, 11, 12(c) and 13 shall survive the termination of this Agreement for any reason.

13. GENERAL PROVISIONS

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

(b) Entire Agreement. This Agreement (including any Subscriptions issued hereunder), any Subscriber Agreement, the Seal License Agreement, where applicable, and if you are a Reseller, your Reseller Agreement with GeoTrust, constitute the entire understanding and agreement between GeoTrust and you with respect to any Services obtained hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

(c) Amendments and Waiver. 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 Subscription or similar instrument referencing this Agreement. Notwithstanding the foregoing, GeoTrust may amend the terms and conditions of this Agreement at any time and in such event, you will be required to affirm your acceptance of the modified Agreement in order to continue using the Service, provided that the amended Agreement shall not apply to the Subscriptions purchased prior to such modification.

(d) 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 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) Severability. 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) 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 GeoTrust of an ultimate destination of Certificates, software, hardware, or technical data (or portions thereof) supplied by GeoTrust ("GeoTrust 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 GeoTrust 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 GeoTrust 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 Departments "BIS Entity List" or such other applicable lists; or

(iii) export or re-export GeoTrust Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control.

GeoTrust 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.

(g) 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 GeoTrust'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 conflict 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.

(j) 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 GeoTrust, and any other party to the dispute for the purpose of seeking a business resolution. Both you and GeoTrust 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) Order of Precedence. In the event of a conflict in terms in regard to a Certificate Subscription purchased hereunder, the order of precedence shall be as follows: (1) this Agreement; (2) the applicable Subscriber Agreement; (3) the Seal License Agreement; (4) the applicable Subscription submitted hereunder, if any.