

# Certificate Reseller Agreement

THIS CERTIFICATE RESELLER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN SYMANTEC (AS DEFINED BELOW) AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("YOU"). YOU MUST READ AND ACCEPT THIS AGREEMENT BEFORE ENROLLING TO BECOME A SYMANTEC, GEOTRUST AND/OR THAWTE CERTIFICATE RESELLER. IF YOU DO NOT AGREE TO THESE TERMS, CLICK THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

AS USED IN THIS AGREEMENT, "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. PLEASE NOTE THAT SYMANTEC RESERVES THE RIGHT TO CHANGE THE SYMANTEC ENTITY PARTICIPATING IN THIS AGREEMENT BY NOTICE TO YOU, AS DESCRIBED IN THIS AGREEMENT.

## 1. DEFINITIONS

"Product" means any type of digital certificate and/or Seal service Symantec makes available through its Reseller Console.

"Product Application" means a request to Symantec for the issuance of a Product.

"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 (of every kind and nature throughout the universe and however designated).

"Reseller" means an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains Products from Symantec for re-sale.

"Reseller Console" is a set of Web pages set up by Symantec for registered resellers to (a) purchase Product inventory for resale; (b) order Products on behalf of your customers; and (c) authorize your customers to enroll for Products through URLs provided by Symantec.

"Seal" means an electronic image featuring a Symantec mark intended for display on a website.

"Territory" is worldwide (subject to the exclusions set forth in Section 14), unless stated otherwise in your account through the Reseller Console or in an amendment referencing this Agreement executed in writing between you and Symantec.

"Symantec Materials" means hard and electronic versions of any Symantec technical manual, sales and marketing material, hardware, or software related to the Products that Symantec makes available to you.

"Symantec PKI" means the Symantec public key infrastructure that provides Products for individuals and organizations.

## 2. APPOINTMENT

Symantec hereby appoints you as a non-exclusive Reseller for the Products offered through the Reseller Console. As a reseller, you may promote, market, and resell Products to end user customers in the Territory.

## 3. YOUR OBLIGATIONS

### 3.1 Resale Process.

3.1.1 You shall purchase Products for resale to your customers. If you wish to enroll for Products on behalf of your customers, you shall enter into an agreement with your customer (each, a "Customer Agreement"), which shall (a) bind your customer to contract terms applicable to the Product as specified by Symantec and published in the repository on the Symantec website, or <http://www.thawte.com/repository/index.html>, or

<http://www.geotrust.com/resources/repository/legal.asp> (as applicable); and (b) provide that Symantec shall be an express third party beneficiary of the obligations contained in the Customer Agreement. You shall use commercially reasonable efforts to ensure that all Customers abide by the terms of the applicable Customer Agreement(s). Symantec may modify such terms from time to time and you agree to flow-down such new terms to your customers. Alternatively, your customers may enroll for Products through URLs that Symantec shall provide to you, in which case your customers shall be subject to Symantec's standard contract terms for the applicable Products.

3.1.2 All inventory or units of Products you purchase must be issued within twelve (12) months following the date of purchase. Any inventory or unit(s) of Product not issued within such twelve-month period shall expire, shall be deemed null and void, and you shall not receive any credit or refund thereof. Upon issuance, each Product shall be valid for its applicable validity period unless earlier revoked pursuant to section 3.3.3 below. In no event shall you permit your customers to resell the Product(s).

3.2 Marketing. You shall use commercially reasonable efforts to market and promote use of the Products. You shall be responsible for being knowledgeable about the Products, including the technical aspects and language related thereto.

### 3.3 Support.

3.3.1 First-Tier Support. You shall provide your customers with first-tier support including, but not limited to, resolution of pre-sales questions, setup, integration, and post-sale inquiries, basic integration support, problem screening, and basic diagnostics.

3.3.2 Renewal. You shall use commercially reasonable efforts to send renewal notices to your customers at least thirty (30) days prior to expiry of the applicable Product.

3.3.3 Revocation. If your customer requests that you revoke its Product, then you must forward such request to Symantec on behalf of your customer. If you become aware that your customer's organizational information used to authenticate and verify your customer's Product has changed or that your customer has materially breached its obligations under a Customer Agreement, then you shall notify Symantec of such change or breach, and Symantec may revoke the Product. Symantec may also revoke a customer's Product if you materially breach your obligation under this Agreement. Upon expiration or revocation of a Product, you shall permanently remove the applicable Product from the server on which it is installed and shall not use it for any purpose thereafter. In order to maintain the trust and integrity of the Symantec PKI, Symantec in its sole discretion retains the right to revoke a customer's Product for activities that Symantec considers harmful to the Symantec PKI.

3.4 Warranties. You shall (a) conduct business in a manner that reflects favorably at all times on the Product services and the good name, good will, and reputation of Symantec; (b) promote proper use of the Products; (c) avoid false, deceptive, misleading, or unethical practices that are or might be detrimental to Symantec, the Products or the public; (d) not make any representation, warranty, or guarantee to customers or to other third parties with respect to the specifications, features, or capabilities of the Products that are inconsistent with that published by Symantec; and (e) not provide the Products or any other Symantec commodities, software or technologies 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" or the United States Commerce Department's "BIS Entity List".

## 4. SYMANTEC'S OBLIGATIONS

4.1 Access to Reseller Console. Symantec shall provide you with a user name and password to access the Reseller Console for the purpose of (a) purchasing Products; and, if applicable, (b) ordering Products on behalf of your customers; and (c) deploying URLs to your customers so that they may enroll for Products.

4.2 Ordering and/or Deploying Products. If you enroll for Products on behalf of your customers, then Symantec shall email deployment instructions to you upon Symantec's authentication of the applicable Product Application. Alternatively, if your customer enrolls for Products through Symantec's URL, then Symantec shall email deployment instructions directly to your customer upon Symantec's authentication of the applicable Product Application.

4.3 Renewal Notices. Symantec shall use commercially reasonable efforts to notify you and/or your customer of the expiration of any Product at least thirty (30) days prior to the expiration.

4.4 Support. Symantec shall provide support as follows: (a) standard phone and email support during normal business hours Monday through Friday (excluding Symantec-designated holidays); (b) within twenty-four (24) hours

of receipt of an inquiry, a response addressing the issue; (c) twenty-four (24) hour access to support pages on Symantec's website; and (d) at Symantec's discretion, assign an account manager or the equivalent thereof for sales and marketing support.

## **5. FEES AND TAXES**

5.1 Fees. You shall pay Symantec the applicable fees as set forth in the Reseller Console for the Products purchased, or, if applicable, upon receipt of an invoice from Symantec. All fees are due immediately and are non-refundable, except as otherwise stated below.

5.2 Taxes. 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 fees charged herein 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 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 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, 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.

5.3 Price Changes. Symantec reserves the right to change the fees for the Products at any time. Symantec shall use commercially reasonable efforts to provide you with prior notice of any change, but such changes shall not require your consent.

5.4 Re-sale Prices. You shall be solely responsible for determining the fees you charge your customers, invoicing your customers, and collecting such fees.

## **6. CONFIDENTIALITY**

6.1 Confidential Information. The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge, 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"). Confidential Information shall include (a) the terms of this Agreement, (b) Symantec Materials, (c) information which concerns technical details of operation of any of Symantec's products or services; and (d) any information that is identified as confidential.

6.2 No Disclosure. 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 financial terms of this Agreement to its legal and business advisors and to potential investors, and Symantec may disclose to its third party service partners the terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Upon termination or expiration of this Agreement, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

6.3 Exclusions. The Receiving Party's obligations under Sections 6.1 and 6.2 above shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) 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; (d) is independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information; or (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to

prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

6.4 Injunctive Relief. Both parties acknowledge that the restrictions contained in this Section 6 are reasonable and necessary to protect their legitimate interests and that any violation of these restrictions will cause irreparable damage to the other party. Each party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to seek injunctive relief against each violation.

## **7. PRIVACY**

You agree to the use of your data and information in accordance with the following: Symantec will treat and process the data you provide in accordance with its respective privacy statement specific to the respective Products ("Symantec Privacy Statement" or "Privacy Statement"), as amended from time to time and accessible from the home page of the website from which you obtained the Products. Symantec may place in the Product information that you or your customers provide in the Product Application. Symantec may also (a) publish the Product and information about its status in the repository; and (b) use such information for the purposes set out in this Agreement, the Customer Agreement, and in the Privacy Statement. You warrant that you have all necessary rights (including consents) to provide your customer information to Symantec. You are aware that Symantec will process and/or transfer the information you provide to the United States and to other jurisdictions where Symantec maintains a presence. For further information on processing of customer data, please refer to the applicable Privacy Statement.

## **8. LICENSES TO MATERIALS**

### **8.1 Copyright License for Sales and Marketing Materials.**

Symantec grants you a non-exclusive, non-transferable, non-sublicensable right and license to: (a) use the Symantec Materials during the term of this Agreement solely in conjunction with the marketing, promotion and resale of the Products; and (b) modify certain Symantec Materials expressly designated for such purpose by incorporating your trademarks and/or brand features ("your Branding") in a manner consistent with Symantec brand guidelines. All modified Symantec Materials will be deemed Symantec Materials under this Agreement.

#### **8.1.1 Payment.** Payment is considered part of the fees set forth in section 5.

8.1.2 Continuing Rights. You agree that you will not, at any time during or after this Agreement, assert or claim any interest in or do anything that may adversely affect the validity of the Symantec Materials or any other materials owned by or licensed to Symantec. Upon expiration or termination of this Agreement, you shall immediately remove and cease to display all advertising and/or Symantec Materials. You also agree not to use, advertise, or display any trademark, trade name, or product designation which is, in whole or in part, similar to or confusing with any Symantec Materials or with any other materials owned by or licensed to Symantec.

8.1.3 Translations. This copyright license allows you to translate certain of the Symantec Materials into local language(s) ("Translations"), and to use such Translations either alone, or with the original Symantec Materials. The Translations are derivative works of the Symantec Materials, exclusive of your Branding, and as such the Translations are considered the intellectual property of Symantec. Symantec shall therefore hold all right, title and interest in such Translations. If necessary, you agree to execute any and all assignments related to the Translations to effectuate the terms of this Agreement.

8.1.4 Moral Rights Waiver. If, despite your agreement that all rights to the Translations vest automatically in Symantec, it is determined that you or your employees or agents retain moral rights in the Translations, you hereby declare on your behalf and on behalf of your employees and agents that: (a) you do not wish that your name be used in connection with the Translations, or any derivative works of or upgrades or updates thereto; (b) you have no objection to publication and use of the work in the manner described in this Agreement; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any works developed by the same as provided for by applicable laws in force in each applicable jurisdiction; (d) you forever release Symantec and its successors and assigns from any claims that you could otherwise assert against Symantec by virtue of any such moral rights; and (e) you shall obtain equivalent warranties to those set out in this section from any employee or agent used in the production of any Translation.

8.1.5 Exclusive Worldwide License. Notwithstanding the foregoing, in the event that, by operation of law, you are deemed to have retained rights in any portion of a Translation, you grant to Symantec, its successors and assigns, an exclusive, perpetual, irrevocable, worldwide, assignable, paid-up license to use the Translations, and all inventions, designs, and marks embodied therein.

### **8.2 Trademark License for Sales and Marketing Materials.**

To the extent not covered by the copyright license in Section 8.1, Symantec grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable trademark license to use the Symantec trademarks contained in the Symantec Materials ("the Marks") in connection with the marketing, promotion and resale of the Products, always in a manner consistent with Symantec brand guidelines. You shall not use the Marks other than as provided in this Agreement. You shall use all applicable trademark notices with respect to the Marks as are or may be required by applicable laws. The permitted use shall include use in a co-branding context, i.e., use of the Marks in close proximity of your Branding, but the permitted use shall not include domain name registration and use incorporating the Marks.

8.2.1 Payment. Payment is considered part of the fees set forth in section 5.

8.2.2 Ownership. You acknowledge the ownership of the Marks by Symantec and agree that you will not do anything inconsistent with such ownership. You agree that your use of the Marks and all the goodwill developed there from shall inure to the benefit of Symantec. Nothing in this Agreement shall give you any right, title, or interest in or to the Marks other than the right to use the Marks in accordance with this Agreement. You agree that you will not attack Symantec's title to the Marks, or the validity of this Agreement.

8.2.3 Quality Control. Your use of the Marks shall conform to the standards set by and under the control of Symantec. You agree to cooperate with Symantec in facilitating the nature and quality of the Marks at all times.

8.2.4 Termination. Upon the termination of this Agreement, you shall immediately and permanently discontinue all use of the Marks. You also agree not to use any trademark, trade name or product designation confusingly similar to the Marks, or any other trademarks owned by Symantec or its subsidiaries.

## **9. PROPRIETARY RIGHTS**

You acknowledge 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 services provided by Symantec hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "Symantec Works"). The Symantec 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.

## **10. INDEMNITY**

10.1 Your Indemnity. You shall indemnify Symantec and its directors, officers, agents, employees, successors and assigns from any and all third-party claims, suits proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on or arising out of (a) your breach of this Agreement; (b) your customer's breach of the Customer Agreement (as described in Section 3.1.1); or (c) Symantec's revocation of a Product pursuant to your direction under Section 3.3.3.

10.2 Symantec's Indemnity. Symantec shall indemnify you and your directors, officers, agents, employees, successors and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on the gross negligence or willful misconduct of Symantec in the performance of this Agreement.

10.3 Notices and Procedures. Subject to the limitations set forth herein, the indemnifying party, at its own expense, shall (a) defend, or at its option settle, any claim, suit, or proceeding against the indemnified party for which it has an indemnification obligation under this Agreement; and (b) pay any final judgment entered or settlement against the indemnified party in any such suit or proceeding defended by the indemnifying party; so long as the indemnified party gives the indemnifying party prompt written notice of such claim, suit, or proceeding and the right to control and direct the investigation, preparation, defense and settlement of such claim. An indemnified party shall reasonably cooperate with the indemnifying party, who shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an indemnified party without the indemnified party's written consent, not to be unreasonably withheld. An indemnified party shall have the right to participate in the defense of any claim with its own counsel and shall be responsible for all costs associated therewith.

## **11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

11.1 DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE CUSTOMER AGREEMENT, THE PRODUCTS ARE PROVIDED "AS IS". SYMANTEC DISCLAIMS ALL WARRANTIES,

EXPRESS, IMPLIED OR STATUTORY AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11.2 LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE FOR BREACH OF SECTION 6 ("CONFIDENTIALITY") OR 8 ("LICENSES TO MATERIALS"), CLAIMS ARISING UNDER SECTION 10 ("INDEMNITY") AND ANY OUTSTANDING AMOUNTS OWING UNDER SECTION 5 ("FEES AND TAXES"): (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TWO (2) TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM, UP TO A MAXIMUM OF ONE MILLION DOLLARS (\$1,000,000). SYMANTEC'S LIABILITY TO YOUR CUSTOMERS AND OTHER THIRD PARTIES IS LIMITED AS SET FORTH IN THE APPLICABLE CUSTOMER AGREEMENT.

## 12. TERM AND TERMINATION

12.1 Term and Termination. This Agreement shall commence on the date you click the "ACCEPT" button and will continue until terminated.

12.2 Termination for Convenience. Either party shall be entitled to terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other.

12.3 Effect of Termination. Upon the expiration or termination of this Agreement, you shall cease selling, marketing, promoting, and purchasing Products. Any expiration or termination of this Agreement shall not discharge any obligation(s) that have accrued. You may invoice and/or collect payment from customers with outstanding balances. Expiration or termination of this Agreement for any reason shall not affect any Customer Agreement and Symantec shall continue to support the Products that were purchased prior to termination, for the validity periods thereof, provided you are not in breach of this Agreement and customer is not in breach of the Customer Agreement.

12.4 Survival of Terms. Expiration or termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such expiration or termination. The provisions of Sections 5, 6, 9, 10, 11, 14, 16 and 17 shall survive the expiration or termination of this Agreement for any reason.

**13. 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 13(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.

**14. 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 this Agreement. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements ("Export Control"). Regardless of any disclosure you make to Symantec of an ultimate destination of Products, software, hardware, or technical data (or portions thereof) supplied by Symantec ("Symantec Technology") and, notwithstanding anything contained in this Agreement to the contrary, you will not (a) modify, export, or re-export, either directly or indirectly, any Symantec 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; (b) provide Symantec 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 (c) export or re-export Symantec Technology, directly or indirectly, for nuclear, missile,

or chemical/biological weaponry end uses prohibited by Export Control. Symantec shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to you, if you fail to comply with this provision.

**15. 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.

**16. 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.

**17. 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 Symantec, and any other party to the dispute for the purpose of seeking business resolution. Both you and Licensor 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.

**18. 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, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

**19. Non-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 Symantec's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

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

**21. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between Symantec and you with respect to the transactions contemplated, 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.

**22. FCPA Compliance.** You will comply strictly with the United States Foreign Corrupt Practices Act (the "FCPA") and all anti-corruption laws and regulations of any country in which you resell Products. In furtherance of your FCPA compliance obligations, at no time during the continuance of this Agreement, will you pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. You represent and warrant that: (i) you are not owned or controlled by, or otherwise affiliated with, any government, or any department, agency or instrumentality of any government; and (ii) none of your officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government. You acknowledge and agree that your breach of this section 22 will be grounds for immediate termination of this Agreement by Symantec.