

## Symantec SSL Test Certificate Subscriber Agreement

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") IS WILLING TO PROVIDE THE TEST ROOT AND TEST CERTIFICATES (THE "SERVICES") TO CUSTOMER AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICES (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT ("AGREEMENT"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, USING OR RELYING UPON A TEST CERTIFICATE OR THE TEST ROOT (AS DEFINED BELOW). THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CLICKING THE "ACCEPT", "I AGREE" OR "YES" BUTTON, OR USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "I DO NOT AGREE" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE SERVICES. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE "DEFINITIONS" SECTION OF THE SERVICE DESCRIPTION ABOVE AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

IF YOU OBTAIN THE TEST ROOT AND TEST CERTIFICATES THROUGH A RESELLER, RESELLER MUST REPRESENT AND WARRANTS THAT YOU AUTHORIZE THE RESELLER TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, CANCEL THE SERVICE ON YOUR BEHALF. BY AUTHORIZING THE RESELLER AS SUCH, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A CERTIFICATE, YOU REPRESENT AND WARRANT AS SET FORTH HEREIN. IF YOU ARE A RESELLER AND ARE APPLYING FOR YOUR OWN CERTIFICATE OR ARE APPLYING FOR A SHARED HOSTING SECURITY SERVICE CERTIFICATE, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR RESELLER-SPECIFIC OBLIGATIONS.

### PART I – SERVICE SPECIFIC TERMS

**1. Description of the Certificates.** By downloading and installing the Test Root and Test Certificate, You can simulate the process by which a browser authenticates and establishes a secure channel to a website that properly uses a SSL certificate. Symantec makes the Certificates available for authorized technical testing purposes only in accordance with this Agreement. Test Certificates do not provide any assurances of the identity or authority of the Subscriber organization or validity of domain ownership. Test Certificates are not trusted in browsers. THE SYMANTEC TRUST NETWORK CPS DOES NOT APPLY TO THIS AGREEMENT OR TO THE USE OF THE TEST CERTIFICATE OR TEST ROOT.

**2. Processing the Certificate Application.** Upon Symantec's receipt of a complete Certificate Application, and Your acceptance of this Agreement, Symantec shall issue a Test Certificate to You. Symantec will also provide You with access to the Test Root.

**3. Use and Restrictions.** You will procure your Users' acknowledgment and compliance with the terms of this Agreement. TEST CERTIFICATES AND THE TEST ROOT SHALL BE USED EXCLUSIVELY WITHIN A TEST ENVIRONMENT. TEST CERTIFICATES, THE TEST ROOT, AND ALL COMPONENTS THEREOF SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING COMMERCIAL TRANSACTIONS, AUTHENTICATING THE IDENTITY OF A SUBSCRIBER, OR IN CONNECTION WITH ENSURING THE CONFIDENTIALITY OF ANY INFORMATION. DO NOT REQUEST OR USE A TEST

CERTIFICATE OR THE TEST ROOT FOR ANY PURPOSE OTHER THAN FOR AUTHORIZED TECHNICAL TESTING. YOU ACKNOWLEDGE THAT NEITHER YOUR IDENTITY NOR AUTHORITY HAS BEEN AUTHENTICATED OR APPROVED BY SYMANTEC.

**4. No Suspension or Revocation Services.** You acknowledge that Symantec shall not be required to suspend or revoke Test Certificates at Your request. Symantec shall be entitled at its sole discretion to revoke any or all Test Certificates and Test Root at any time.

**5. Obligations Expiration.** Upon expiration of Your Test Certificate, You shall permanently remove Your Test Certificate and Test Root from all devices on which they are installed and shall not use them for any purpose thereafter.

**6. Term of Service.** This Agreement shall remain in effect until Your Test Certificate has expired or is earlier revoked. The Test Certificate validity period is indicated on the website through which You have enrolled for your Test Certificate, and will commence upon issuance.

## **7. Representations and Warranties.**

**7.1 Symantec Representations and Warranties.** THE SYMANTEC TEST CERTIFICATES AND TEST ROOT ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Symantec Test Certificates are not covered under the NetSure Protection Plan.

**7.2 Your Representations and Warranties.** You represent and warrant to Symantec that: (i) You have been (since the time of its creation) and will remain the only person 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; (ii) You will use your Certificates exclusively for authorized and legal purposes consistent with this Agreement; (iii) You will use your Certificates as an end user and not as a certification authority to issue Certificates, certification revocation lists, or otherwise; (iv) 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; (v) You manifest assent to this Agreement as a condition of obtaining a Certificate; and (vi) 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 Symantec, except with the prior written approval from Symantec, and shall not otherwise intentionally compromise the security of Symantec.

**7.3 Reseller Representations and Warranties.** Further, Reseller represents and warrants to Symantec 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.

## **PART II – TERMS AND CONDITIONS**

**1. Fees and Payment Terms.** *This Section shall apply only if the website through which You have enrolled for the Certificate indicates the Certificate is subject to service fees.* As consideration for the Certificate You have purchased, you shall pay Symantec the applicable service fees set forth on our website at the time of your selection, or, if applicable, upon receipt of an invoice from Symantec. 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 Symantec) 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 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. This section does not apply to You if you purchased Your Certificate from a Reseller.

## 2. PROPRIETARY RIGHTS

**"Intellectual Property Rights"** means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights. Customer acknowledges that Symantec and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Service provided by Symantec hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing **"Symantec Works"**). Symantec Works do not include Customer 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.

## 3. CONFIDENTIAL INFORMATION

**"Confidential Information"** means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other party that may not be accessible or known to the general public. Confidential Information shall include, but not be limited to, the terms of this Agreement, and any information that concerns technical details of operation of any of Symantec's services, software or hardware offered or provided hereunder. The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the **"Receiving Party"**) agrees to maintain all such Confidential Information received from the other party (the **"Disclosing Party"**), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure.

#### 4. PRIVACY

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

**5. Disclaimers of Warranties.** SYMANTEC DISCLAIMS ALL 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. SYMANTEC MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE TO ANY PERSON THAT ANY SUBSCRIBER TO WHICH IT HAS ISSUED A TEST CERTIFICATE IS IN FACT THE PERSON OR ORGANIZATION IT CLAIMS TO BE IN INFORMATION SUPPLIED TO SYMANTEC, OR THAT ANY PERSON OR ORGANIZATION IS IN FACT THE PERSON OR ORGANIZATION LISTED IN A TEST CERTIFICATE OR THE TEST ROOT. SYMANTEC MAKES NO ASSURANCES OF THE ACCURACY, AUTHENTICITY, INTEGRITY, OR RELIABILITY OF INFORMATION CONTAINED IN TEST CERTIFICATES OR THE TEST ROOT, OR OF THE RESULTS OF CRYPTOGRAPHIC METHODS IMPLEMENTED IN CONNECTION WITH SUCH CERTIFICATES. 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.

**6. Indemnity.** You agree to indemnify, defend and hold harmless Symantec, 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 the 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. Symantec 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 Symantec informed of, and consult with Symantec in connection with the progress of such litigation or settlement; (b) You shall not have any right, without Symantec’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 Symantec, or requires any specific performance or non-pecuniary remedy by Symantec; and (c) Symantec 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.

**7. Limitations of Liability.** THIS SECTION 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 UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC SHALL NOT BE LIABLE FOR: (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. IN NO EVENT WILL SYMANTEC BE LIABLE FOR ANY DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A TEST CERTIFICATE OR TEST ROOT. NOTWITHSTANDING THE FOREGOING, SYMANTEC'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 16 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM SYMANTEC'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 JURISDICTIONS DO NOT ALLOW CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. General Provisions**

(a) Notices. Customer shall make all notices, demands or requests to Symantec with respect to this Agreement in writing (excluding email) to the "Contact" address listed on the website from which Customer 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 (if you are a Reseller, also including Reseller agreement with Symantec) constitutes the entire understanding and agreement between Symantec and Customer with respect to the Services provided hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

(c) 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 purchase order or similar instrument referencing this Agreement. Notwithstanding the foregoing, Symantec may revise the terms of this Agreement at any time. Any such change will be binding and effective thirty (30) days after publication of the change on Symantec's website, or upon notification to Customer by email. If Customer does not agree with the change, it may terminate this Agreement at any time by notifying Symantec and requesting a partial refund of fees paid, prorated from the date of termination to the end of the Service term. By continuing to use the Service after such change, Customer agrees to abide by and be bound thereby.

(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. Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. Customer hereby acknowledges and agrees that the Services and any related download or technology (“Controlled Technology”) may be subject to applicable export control, trade sanction, and physical or electronic import laws, regulations, rules and licenses, and that Customer is hereby notified of the information published by Symantec on <http://www.symantec.com/about/profile/policies/legal.jsp>, or successor website, and will comply with the foregoing, and with such further export restrictions that may govern individual Services, as specified in the relevant Service Descriptions. Symantec shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Customer, if You fail to comply with this provision.

(g) Assignment. Customer 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.

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

(i) Governing Law. This Agreement and any disputes relating to the Services provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (i) the laws of the State of California, if Customer is located in North America or Latin America; or (ii) the law of England, if Customer is located in Europe, Middle East or Africa; or (iii) the laws of Singapore, if Customer is located in Asia Pacific including Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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

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

### **PART III - DEFINITIONS**

“**Certificate**” means a message that, at least, states a name or identifies the CA, identifies the Subscriber, contains the Subscriber’s public key, identifies the Certificate’s Operational Period, contains a Certificate serial number, and is digitally signed by the CA. For the purpose of this Agreement, Certificate means the Test Certificate and Test Root.

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

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

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

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

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

**"Repository"** means the collection of documents located at [www.symantec.com](http://www.symantec.com) maintained for the purpose of compliance with any applicable CPS.

**"Reseller"** means an entity authorized by Symantec to resell the Services governed by this Agreement.

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

**"Symantec Trust Network"** or **"STN"** means the Certificate-based public key infrastructure governed by the Symantec Trust Network CPS, which enables the worldwide deployment and use of Certificates by Symantec and its affiliates, and their respective customers, Subscribers, and relying parties.

**"Test Root"** means a root certificate that, when properly installed, enables use of a Test Certificate for test purposes only.

**"Test Certificate"** means an SSL Certificate issued by Symantec to enable a Subscriber to simulate the process by which a browser authenticates and establishes a secure channel to a web site.

**"User"** means an employee or other authorized representative of Subscriber who downloads and/or uses the Test Root.