Service Overview

The Symantec Trust Center for Enterprise ("STCE") Service is a hosted, web-based solution that allows a Customer to centralize the process of issuing, renewing, revoking and managing access privileges for its SSL certificates within its own organization.

This Service Description, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the "Agreement"), for those Services which are described in this Service Description and are provided by Symantec. If terms and conditions accompany this Service Description, such terms and conditions apply to Customer unless Customer has an applicable signed Agreement.

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TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES
Service Features

- Portal to centralize activities related to SSL and with the Customer's organization.
- Customer may authorize one or more employees or agents as Account Administrator(s) or Account Subscribers. Customer may permit Administrator(s) to appoint additional Administrators on the organization's behalf.
- Ability to purchase Certificate Units in advance and redeem them for use as required by Customer.
- Symantec shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions provided through Customer Administrator(s). Upon notification from an Administrator that a Certificate Application has been approved, Symantec 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.

Customer Responsibilities

Symantec can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Symantec's performance of the Service may be delayed, impaired or prevented, as noted below.

- Setup Enablement: Customer must provide information required for Symantec to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Symantec in delivery of the Service, upon reasonable request by Symantec.
- Appointment. Customer shall take all necessary measures to protect the confidentiality of each user name and password. Customer shall cause its Administrators and or Account Subscribers receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement.
- Administrator Functions. Customer shall comply with the requirements set forth in the Symantec Trust Network CPS for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, using hardware and software designated by Symantec, and revoking Certificates. Customer shall perform such tasks in a competent, professional, and workmanlike manner. Customer 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) or a software publisher within the organization; and (ii) Customer's RA has authorized the use of Customer's organizational name in the Certificate. If an Administrator ceases to have the authority to act as Administrator on Customer's behalf, then it shall promptly revoke such authority. If the information in a Certificate is incorrect or has changed, then an Administrator shall promptly request revocation of all such Certificates issued therein.
- Units must be redeemed for Certificates within one (1) year after the date of purchase, otherwise, such Units shall expire, shall be deemed null and void, and Symantec shall not redeem them or refund amounts paid for them. A "Unit" refers to the volume of Certificates purchased; for example, a one-year Certificate has the value of one Unit; a two-year Certificate shall require two Units, etc. Further, if the Licensed Certificate Option described above is available with the Certificate being purchased and Customer will be utilizing this option, then each certificate license has the value of one Unit; thus, for example, a one-year Certificate that is used to secure three devices shall require three Units, and a two-year Certificate that is used to secure three devices shall require six Units, etc.

Customer Service-Specific Warranties

Customer warrants the following:

- All information material to the issuance of a Certificate and validated by Customer or on Customer's behalf is true and correct in all material respects;
- Customer's approval of Certificate Applications will not result in Erroneous Issuance;
- Customer has substantially complied with the Symantec Trust Network CPS and its obligations set forth herein;
- No Certificate information provided to Symantec infringes the intellectual property rights of any third party;
- 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;
- The Administrator(s) has been (since the time of the creation of Customer's account) and will remain the only person(s) possessing the Administrator's account user name and password, 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; and
- Customer will not monitor, interfere with or reverse engineer the technical implementation of the Symantec systems or software or the STN, except with the prior written approval from Symantec, and shall not otherwise intentionally compromise the security of the Symantec systems or software or the STN.

SERVICE-SPECIFIC TERMS
Rights Granted

- Symantec grants to Customer a limited, non-exclusive, non-transferable, license during the term of the Agreement to access and use the Service and, if applicable, any software or tools which Symantec makes available through the Service. Customer 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.

Service Conditions

- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Symantec's prior written consent.
- The use of any Service Component in the form of software shall be governed by the license agreement accompanying the software. If no EULA accompanies the Service Component, it shall be governed by the terms and conditions located at (http://www.symantec.com/content/en/us/enterprise/eulas/b-hosted-service-component-eula-eng.pdf). Any additional rights and obligations with respect to the use of such Service Component shall be as set forth in this Service Description.
- Except as otherwise specified in the Service Description, the Service (including any Hosted Service Software Component provided therewith) may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice, if applicable, at http://www.symantec.com/about/profile/policies/eulas/.
- Symantec may update the Service at any time in order to maintain the effectiveness of the Service.
- The Service may be accessed and used globally, subject to applicable export compliance limitations and technical limitations in accordance with the then-current Symantec standards.
- Symantec's Warranties and Disclaimers. Symantec warrants that (i) there are no errors introduced by Symantec in the Certificate information as a result of Symantec'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, SYMANTEC 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.
- Customer agrees to indemnify, defend and hold harmless Symantec, 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 Customer warranty, representation and obligation under this Agreement, (ii) any falsehoods or misrepresentations of fact Customer make on the Certificate Application, (iii) any infringement of an Intellectual Property Right of any person or entity in information or content provided by Customer, (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 Customer of any such claim, and it shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (a) Customer keeps Symantec informed of, and consults with Symantec in connection with the progress of such litigation or settlement; (b) Customer 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, 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 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 legal counsel of its choice at its own expense.

- Survival. In addition to the termination, revocation, and security provisions set forth in this Agreement, the Symantec Trust Network CPS shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

- Certificate Restrictions. Customer shall not use a SSL Certificate (i) for or on behalf of any organization other than its own; (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 its Administrator during enrollment; (iii) on more than one physical server or device at a time, unless it has selected the specific licensing option (if available) that permits the use of a Certificate on one physical device with additional Certificate licenses for each physical server that each device manages, or where replicated Certificates may otherwise reside (the "Licensed Certificate Option"). Customer acknowledges that the Licensed Certificate Option can result in increased security risks to a network and Symantec expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. SYMANTEC CONSIDERS THE UNLICENSED USE OF A SSL CERTIFICATE ON A DEVICE THAT RESIDES ABOVE A SERVER OR SERVER FARM, SOFTWARE PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW. Certificates purchased under the Licensed Certificate Option limit the amount of recovery under the NetSure Protection Plan to ten thousand US dollars (US$10,000) or the local currency equivalent thereof. The following terms and conditions apply to the Standard Intranet SSL and Premium Intranet SSL Certificate Services: Intranet SSL Certificates shall be used only with intranet domains and may not be assigned to devices that are publicly accessible from the Internet. Symantec reserves the right to monitor publicly-facing Internet servers and/or devices to ensure that Intranet SSL Certificates comply with this section. If Symantec discovers any use of Intranet SSL Certificate(s) not in compliance with Section, then Symantec shall immediately notify an Administrator of such non-compliance. The Administrator must, within twenty-four (24) hours, either (1) immediately move the Intranet SSL Certificate to an intranet domain; or (2) remove and revoke the Intranet SSL Certificate from Customer's servers. If an Administrator does not revoke or remove the non-compliant Certificate, then Symantec may revoke the Administrator Certificate.

- Each Symantec Trust Center Enterprise Account 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.

- If you choose to display the Norton™ Secured Seal, then you must install and display such seal only in accordance with the applicable seal license agreement published in the Repository.

- SYMANTEC'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY CUSTOMER 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. SYMANTEC SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

DEFINITIONS

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Services Description, have the meaning given below:

"**Account Administrator**" or "**Administrator**" means any person authorized and responsible for carrying out the trusted functions within the Service.

"**Account Subscriber**" means any person authorized by an Administrator responsible for carrying out a limited set of trusted functions within the Service.

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

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

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

"**Certification Authority**" or "**CA**" means an entity authorized to issue, manage, revoke, and renew Certificates in the STN. For purposes of this Service Description, 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.

"**Compromise**" shall mean a violation (or suspended violation) of a security policy, in which an unauthorized disclosure of, or loss of control over, sensitive information may have occurred. With respect to private keys, a Compromise is a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of such private key.

"**End User License Agreement (EULA)**" means the terms and conditions accompanying Software (defined below).

"**Erroneous Issuance**" means (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the CPS; (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.

"**NetSure Protection Plan**" shall mean the extended warranty program offered by Symantec.

"**Norton™ Secured Seal**" means an electronic image featuring a Symantec mark, which when displayed by Customer on Customer's website indicates that it has purchased Symantec service(s) and, when selected, indicates which Symantec service(s) Customer has purchased and whether such services are active.

"**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 Symantec wherein you may establish an account and purchase Units and redeem them for Services.

 "**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 maintained for the purpose of compliance with any applicable CPS.

"**Service Component**" means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Symantec as an incidental part of a Service.

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

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

"**Subscriber Agreement**" means the agreement executed between Subscriber and Symantec relating to the provision of designated Certificate-related services that governs the Subscriber's rights and obligations related to 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.

END OF SERVICE DESCRIPTION

SYMANTEC SERVICES AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") IS WILLING TO PROVIDE THE SERVICES TO CUSTOMER AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICES (REFERENCED BELOW AS "CUSTOMER" OR "YOU") 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 USING THE SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN CUSTOMER AND SYMANTEC. BY CLICKING THE "ACCEPT", "I AGREE" OR "YES" BUTTON, OR USING THE SERVICES, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES 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 CUSTOMER PURCHASES THROUGH A RESELLER, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER AUTHORIZES THE RESELLER TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, CANCEL THE SERVICE ON CUSTOMER'S BEHALF. BY AUTHORIZING THE RESELLER AS SUCH, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

IF A RESELLER IS ACTING AS THE AUTHORIZED REPRESENTATIVE OF AN END USER IN APPLYING FOR THE SERVICE, RESELLER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUCH END USER CUSTOMER. IF RESELLER IS OBTAINING SERVICES FOR RESELLER'S OWN USE, THIS AGREEMENT APPLIES IN ITS ENTIRETY, EXCEPT FOR YOUR OBLIGATION AS A RESELLER.

1. TERM AND TERMINATION

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

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

2. FEES, PAYMENTS, AND TAXES

Applicable fees will be as set forth on the console at the time of purchase or in the applicable invoice ("**Service Fees"**). All Service Fees are due immediately and are non-refundable, except as otherwise may be stated in the Agreement. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum allowed by law. The Service Fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Symantec) which are imposed by or under the authority of any government on the Service Fees shall be borne by Customer 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 Customer in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that,

after making such deduction or withholding, Symantec receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. This Section does not apply to you if you purchased the Service from a Reseller.

3. PROPRIETARY RIGHTS

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights. 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.

4. CONFIDENTIAL INFORMATION

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

5. PRIVACY

By providing Personal Information, as defined below, 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.

6. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

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

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

The foregoing indemnity shall not apply to any infringement resulting from: (i) any open source or third party components or products; (ii) any use of the Service not in accordance with the Agreement; (iii) any use of the Services in combination with other services, software or hardware not supplied by Symantec if the alleged infringement would not have occurred but for such combination; (iv) any modification of the Services not performed by Symantec if the alleged infringement would not have occurred but for such modification; or (v) use of an allegedly infringing version of the Service if the alleged infringement could be avoided by the use of a more current version of the Service made available to Customer.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN SECTION 6 CONSTITUTE THE ENTIRE OBLIGATION OF SYMANTEC AND YOUR EXCLUSIVE REMEDIES WITH RESPECT TO THE SUBJECT MATTER THEREOF.

(b) Customer shall promptly notify Symantec of any claim for indemnity by providing written notice pursuant to Section 9 of this Agreement. When notifying an Infringement Claim, any such notice shall: (i) identify the United States patent, copyright or trade secret asserted by a third party and the Service potentially impacted by the third party claim; and (ii) identify, initially and on an ongoing basis, any other potential indemnitor to whom Customer have provided notice of the third party claim and the Service supplied to Customer by such other potential indemnitor.

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

7. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING UNDER: (I) SECTION 4 (CONFIDENTIAL INFORMATION); (II) SECTION 6(A) (SYMANTEC'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION); OR (III) DEATH OR SERIOUS BODILY INJURY, EACH PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THE AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SYMANTEC DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS, UP TO A MAXIMUM OF ONE MILLION DOLLARS ($1,000,000).

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

8. **EVALUATION LICENSE.** The terms and conditions of this Section apply if Customer is accessing the Service for evaluation purposes.

(a) *Use Rights*. The licenses granted to Customer under the Agreement are for restricted use in a non-production, test environment solely for the purpose of internal, non-commercial evaluation and interoperability testing of the Service. Customer may not use the Service for any other purposes.

(b) *Evaluation Period.* The licenses granted to Customer are time limited, and continue through the trial end date as specified upon Customer's enrollment for evaluation license (the "Evaluation Period"). Unless Customer purchases a commercial license for the Service, the licenses granted to Customer under the Agreement are terminated upon expiration of the Evaluation Period, and Customer must follow the requirements specified in "*Term and Termination*" of the Agreement.

(c) *LIMITATION OF LIABILITY.* IN NO EVENT WILL SYMANTEC BE LIABLE FOR ANY DAMAGES UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THEIR POSSIBILITY.

(d) *DISCLAIMERS.* THE PARTIES ACKNOWLEDGE THAT THE SERVICE OR SOFTWARE PROVIDED TO CUSTOMER PURSUANT TO AND FOR THE PURPOSES OF THIS EVALUATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. SYMANTEC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE SERVICE DESCRIPTION IN THE AGREEMENT IS SOLELY FOR THE PURPOSE OF DESCRIBING THE SERVICE AND THAT ANY REPRESENTATIONS, WARRANTIES, SERVICE LEVEL COMMITMENTS OR OTHER SYMANTEC COMMITMENTS, OBLIGATIONS OR LIABILITIES THEREIN ARE HEREBY DISCLAIMED BY SYMANTEC. NO SYMANTEC AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

(e) ***Order of Precedence.*** In the event of any conflict between this Section and any provision of the Agreement, this Section will prevail and supersede such other provisions with respect to the Service while provide for evaluation purposes.

9. GENERAL PROVISIONS

(a) <u>Notices</u>. 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) <u>Entire Agreement</u>. This Agreement (including any applicable Service Description)(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 purchased hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

(c) <u>Amendments and Waiver</u>. Except as provided below, any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing in the form of a non-electronic record referencing this Agreement and signed by the parties to be bound thereby, and this Agreement may not be modified or extended solely by submission of a purchase order or similar instrument referencing this Agreement. Notwithstanding the foregoing, 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) <u>Force Majeure</u>. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

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

(f) <u>Compliance with Law</u>. Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. 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) <u>Assignment</u>. 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) <u>Independent Contractors</u>. 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) <u>Governing Law</u>. 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) <u>Dispute Resolution</u>. 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) <u>English Version</u>. 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.

10. ADDITIONAL PROVISIONS

Section 7 (*Limitation of Liability*) reflects the general limitation of Symantec's liability, which is supplemented by further details that are unique to the provision of the Service. See *Service Conditions* in the Service Description.