SYMANTEC™ CERTIFICATE INTELLIGENCE CENTER SERVICE DESCRIPTION

The following Service is provided in accordance with the applicable agreement between Customer and Symantec Corporation and/or its affiliates (“Symantec”), which agreement incorporates this Service Description by reference (“Agreement”). If terms and conditions accompany this Service Description, such terms and conditions apply to Customer unless Customer has an applicable signed Agreement.

I. Service Overview. Customer must use the Symantec Managed PKI for SSL Certificates (“MSSL”) Service in order to use the Symantec™ Certificate Intelligence Center Service. The Symantec Certificate Intelligence Center Service (“Service”) allows Customer to automate digital certificate discovery tasks, set-up alerts to notify administrators, automate certificate signing request (CSR) generation, certificate issuance and subsequent installation on supported applications when digital certificates require renewal or maintenance.

II. Definitions. For the purpose of this Service Description, capitalized terms shall have the meaning defined herein. All other capitalized terms shall be as defined in the Agreement.

“Activation Key” means a unique, single use, numeric key used to activate a Sensor.

“Agent” means the Service-related software application that Customer must download from the Console in cases where the certificate lifecycle will be automated, on supported applications, chosen based on the target hardware architecture and operating system, installed in Customer’s network at appropriate locations, and communicating with one of the installed Sensors to the Console.

“Console” means the web-based “Certificate Intelligence Center” application hosted by Symantec and accessed either directly through the provided URL, or through Customer’s MSSL console. The Console provides Customer access to all of the configuration, user management, permissions, and application logic for the Service.

“License Key” means a unique numeric key used to activate a single IP address for automation on the Sensor or Agent.

“Reseller” means an Internet service provider, a systems integrator, a Web host, a technical consultant, an application service provider, or other entity that obtains the Services for re-sale.

“Sensor” means the Service-related software application that Customer must download from the Console, install in Customer’s network at appropriate locations, and configure within the Console for access, performance and activity based on Customer’s requirements. Sensors act as a conduit between the Agent and the Console by facilitating all communications.

III. Service Features

1. Web-based Console to perform and maintain configurations and actions, including, but not limited to, rich reporting, data sorting and customization, tagging, user notations, audit logging and other tools.
2. Discovery of SSL certificates and related attributes through Sensors, which are managed through the Console.
3. Configurable discovery scan to create inventory of SSL certificates.
4. Configurable notifications and alerts for status and actions required to maintain SSL certificate lifecycle.
5. Automated CSR generation and SSL certificate issuance.
6. Automated installation of SSL certificates.
7. Central inventory of SSL certificates filtered by various values (e.g. CA, key length, algorithm, organization, server type, etc.)
8. Customer may: (i) delegate deployment and management responsibilities to one or more individuals within the organization; (ii) set up and manage users with pre-determined roles; and (iii) customize new roles using the permissions settings, all within the Console.
9. Using the License Keys supplied by Symantec, Customer can configure the Sensor and/or Agent to identify networks to scan, schedule the frequency of the scans, determine how the scans are performed across Customer’s network(s), identify which servers to automate and configure applications for automation.
10. Automation licenses can be reclaimed and reused by voiding the applicable Sensor or Agent within the Console.
11. Hardware requirements, options, and other information related to the Service are specified in the Installation Guide.
12. Technical Support is available on a twenty-four (24) hours/day by seven (7) days/week basis by telephone and email through the Console to assist Customer with configuration of the Service features and to resolve reported problems with the Service. Also, Customer has access to self-service assistance through the Console. Support levels and service level commitments for Customer’s selection for MSSL shall apply to Customer’s use of the Service. No service level commitments will apply with respect to the Service unless a Gold or Platinum Service Fee obligation is in effect.

IV. Symantec Responsibilities

1. Symantec will provide the Services until the term of the Service purchased hereunder expires.

V. Customer Responsibilities

1. Customer must keep the “Technical Contact” information in the account up to date at all times to ensure that Customer receives provisioning emails and other time sensitive information from Symantec that affect the account.
2. Maintain accurate email addresses for each administrative user of the Service.
3. Download at least one (1) Sensor and run a scan to use discovery feature of Service.
4. Obtain unique License Keys for each Sensor as required through the Console.
5. Configure alerts and notifications, download and install Agents, and configure desired automation of tasks.
6. If Customer downloads the Sensor as a virtual appliance, Customer may only install and run the virtual appliance image of the Sensor on the virtualization platform Symantec specifies when the Sensor is downloaded.
7. Customer must purchase a separate license for each server IP that is under automation, using the Sensor and/or the Agent.
8. If Customer delegates deployment and management responsibilities, any action taken by such delegate on behalf of Customer shall be deemed as an action taken by Customer.
9. Prior to downloading and installing the Sensor(s) and/or Agent(s), Customer must ensure that each device receiving the Sensor and/or Agent meet the requirements set forth in the documentation.
10. Sensors must be able to communicate with the Console over the Internet, through Customer’s infrastructure and through Customer’s network firewalls, if applicable, in order to obtain its configuration data and event/action details from the Console. Agents must be able to communicate with one or more Sensors on Customer’s network.
11. Customer affirms that: (i) Customer authorizes Symantec to scan, gather, and collect data pertinent to the Service and to automate certificate renewal and upgrade; (ii) Customer will use the Service to scan and automate only the domains, IP addresses, or assets that Customer owns or controls; (iii) Customer will use the Service only for its intended purpose as described and marketed by Symantec.
12. Customer may not: (i) modify, reverse engineer, or create derivative works of, or otherwise make any attempt to build a competitive product or service using the Service; (ii) decompile, disassemble or attempt to obtain the source code for any software provided; (iii) use the Service for or on behalf of any organization other than your own, unless you have that organization’s express consent to do so; and (iv) use the Service for competitive benchmarking or comparing the Service with competitor products.

13. Reseller represents and warrants to Symantec that: (i) Reseller has obtained the authority of its customer to enter into the Agreement on behalf of its customer and/or to bind its customer to the Agreement; (ii) Reseller shall comply with and procure its customer's compliance with the Agreement.

VI. Service Conditions

1. Symantec shall be entitled to rely upon the correctness of the information and accuracy of the settings Customer provides (including proper installation of the Sensors and/or Agents by Customer) to deliver the Service.

2. Notice of Creative Commons Software: If Customer opts to download Sensor(s) containing Community ENTERprise Operating System (CentOS), an Enterprise-class Linux distribution, such software is licensed under the Creative Commons Attribution-Share Alike 3.0 Unported, a copy of which is provided with the Sensor. If Customer chooses to download and use CentOS, the Creative Commons license will govern its use and the terms of the Agreement shall not apply to such use.

3. IF CUSTOMER'S SERVICES INCLUDE SENSORS AND/OR AGENTS, (1) SYMANTEC DOES NOT WARRANT THAT SUCH SENSORS AND/OR AGENTS WILL BE ERROR-FREE; AND (2) CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT TO USING SENSORS AND/OR AGENTS, AND CUSTOMER HAS CHOSEN TO ACCEPT SUCH RISKS.

4. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC SHALL NOT BE LIABLE FOR ANY FAILURE ON THE PART OF THE AGENT, SENSOR, OR ANY RELATED SOFTWARE.

5. These Services are enabled to interoperate with Citrix’s NetScaler products and include a license for Citrix nitro.jar software that is licensed for use only in conjunction with Citrix NetScaler products. Use of the Citrix nitro.jar software in conjunction with non-Citrix products is not licensed hereunder. CITRIX NITRO.JAR SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND CITRIX EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Symantec or Citrix do not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links, or other items contained within the nitro.jar software.

6. The Service contains Java open source from Oracle Corporation. Customer’s use of the Java portion of the Service ("Java Software") is subject to the following additional terms: Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html.

7. Symantec may update the Service at any time in order to maintain the effectiveness of the Service.

8. Refund Policy. If Customer is not completely satisfied with the Services for any reason, Customer must request, within thirty (30) days of enrollment, that Symantec terminate the Services and provide Customer with a refund. Following the initial 30-day period, Customer is entitled to a refund only if Symantec has breached a warranty or other material obligation under the Agreement. This Section does not apply to Customer if Customer purchased the Services from a Reseller.
9. **Privacy.** For the purposes of this Section VI.9, references to “You”/“Your” shall include Customer, Customer’s network administrator(s) or any designated member of Customer’s organization, as applicable. You agree to the use of Your data and information in accordance with the following:

With respect to Symantec’s treatment and processing of the data and information You provide and information collected by the Sensors and/or Agents You deploy across Your network and/or through the Console for the Service, You agree and consent that Symantec may: (i) use such data for the purposes set out in the Agreement; and (ii) process and/or transfer Your data to the United States and to other jurisdictions where Symantec maintains a presence. If You are a Reseller acting on behalf of a customer, You warrant that You have all necessary rights (including consents) to provide Your customer information to Symantec.

You are aware that Symantec will process and/or transfer the information You provide in your Application in the United States and in other jurisdictions where Symantec maintains a presence.

(a) **Automatically Collected, Transmitted and Stored Data.** The Services collect from Your environment and automatically transmit to and store data with Symantec, which may include, without limitation, server IP addresses, port numbers, application version and configuration information, TLS/SSL certificate chains, cipher algorithms, key sizes, and operating system information (“Transmitted and Stored Information”). The Transmitted and Stored Information will be used primarily for the purpose of account administration, security and analytics.

(b) **Additional Information Collected.** In the course of the Services, Symantec will collect the information that You provide while enrolling in the Services (e.g., business/administrator contact names and designation, telephone numbers, e-mail/addresses, payment information, domain names, machine and keystore password and security questions and answers), and will treat and process the information in accordance with the Agreement.

(c) **Purposes of data collection.** The information collected will be used for the purpose of user verification and notification; for configuring and providing You access to the Services and enabling and optimizing the performance of the Services, including automation management; for internal research and development, including improving Symantec’s products and services; for statistical analysis of product deployment, including analysis of trends and comparison in the aggregated install base; for responding to customer inquiries and requests; for traffic analysis; and/or for product updates and renewals. You agree that the information collected may also be used to provide you with information about products and services which may be of interest to you, including information about updates, upgrades, discounts and/or features.

(d) **Technical Support.** In the event that You provide any information to Symantec in connection with a technical support request (“Technical Support Information”), such information will be processed and used by Symantec for the purpose of providing the requested technical support, including performing error analysis.

(e) **Sharing and Transfer.** In order to promote awareness, detection and prevention of internet security risks, Symantec may share certain information collected through the Services and/or the Technical Support Information (the “Collected Information”) with research organizations and other security software vendors. Symantec may also use statistics derived from the Collected Information through the Services or submitted by You, to track and publish reports on security risk trends.

The Collected Information may be transferred to Symantec, its affiliates and contractors in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union) and will be
stored and processed manually and electronically through global systems and tools for
the purposes above. The Collected Information may be accessible by Symantec
employees or contractors on a need-to-know basis, exclusively to be used in accordance
with the purposes described above. For the same purposes the Collected Information
may be shared with partners and vendors that process information on behalf of
Symantec, including payment service providers. Symantec has taken steps so that the
Collected Information, if transferred, receives an adequate level of protection.

(f) **Your Obligation to Personal Information.** It is Your responsibility to ensure that any
disclosure by You to Symantec of personal information of Your users or third parties is in
compliance with national laws governing the collection, use and protection of personal
information applicable to Your country or region of operation. In particular, it is Your
responsibility to inform users and third parties that You are providing their information to
Symantec, to inform them of how it will be used and to gather appropriate consents
required for such transfer and use.

(g) **Disclosures to Law Enforcement.** Subject to applicable laws, Symantec reserves the
right to cooperate with any legal process and any law enforcement or other government
inquiry related to your use of the Services. This means that Symantec may provide
documents and information relevant to a court subpoena or to a law enforcement or other
government investigation.

(h) **Your Consent.** By using the Services, You acknowledge and agree that Symantec may
collect, transmit, store, disclose and analyze such Collected Information for the purposes
set out above.

10. Terms and conditions regarding Agents apply to Customer only if Customer chooses to
download and use Agents.
11. 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™ Certificate Intelligence Center Service Description (October 2014)
SYMANTEC SERVICES AGREEMENT


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) 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 (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) 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: (a) the laws of the State of California, if Customer is located in North America or Latin America; or (b) the law of England, if Customer is located in Europe, Middle East or Africa; or (c) 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.

10. ADDITIONAL PROVISIONS

If you already have a Service Agreement in connection with MSSL (the “MSSL Service Agreement”), then the Service Description for Symantec Certificate Intelligence Center Service supplements the MSSL Service Agreement. In the event of a conflict between the terms and
conditions contained in this Agreement and the MSSL Service Agreement, the terms and conditions of the MSSL Service Agreement shall control.

Section 5 (Privacy) reflects the general privacy practice of Symantec, which is supplemented by further details that are unique to the provision of the Service. See Section VI. Service Conditions, Paragraph 9 (Privacy) in the Service Description.

Except otherwise specified in the Service Description, the Service, and any software 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 at http://www.symantec.com/about/profile/policies/eulas/.

Symantec™ Certificate Intelligence Center Services Agreement (last updated October 2014)