

# Symantec Seal License Agreement

THIS SEAL LICENSE AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN COMPANY (AS DEFINED BELOW), AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("YOU"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOU IN USING THE SEAL. BY CLICKING "ACCEPT" OR BY USING THE SEAL, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND FULLY PERFORM YOUR OBLIGATIONS HEREUNDER, AND YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR DISPLAY THE SEAL.

AS USED IN THIS AGREEMENT, "COMPANY" MEANS AS FOLLOWS: (A) SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS, THAILAND, OR JAPAN; OR (B) SYMANTEC LTD., IF YOU ARE LOCATED IN EUROPE, MIDDLE EAST, AFRICA OR ASIA PACIFIC (EXCLUDING THAILAND AND JAPAN). PLEASE NOTE THAT COMPANY RESERVES THE RIGHT TO CHANGE THE COMPANY ENTITY PARTICIPATING IN THIS AGREEMENT BY NOTICE TO YOU, AS DESCRIBED IN THIS AGREEMENT.

IF YOU ARE A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOUR RESELLER IS AUTHORIZED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, AND, IF NECESSARY, REMOVE THE SEAL ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER AS SUCH, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DISPLAY THE SEAL.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A SEAL, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTIONS 4.1 AND 4.2 . IF YOU ARE A RESELLER AND ARE APPLYING FOR YOUR OWN SEAL, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 4.2.

## 1. Definitions.

**"Application"** means a request submitted to Company to enroll for Services.

**"Company Services"** or **"Services"** means the Seal and related lifecycle activities performed by Company, and, if applicable, such other services delivered in connection with the Seal and upon which the display of the Seal is conditioned, as indicated in Company's published materials describing the Services.

**"Company Trust Standard"** means the certification criteria established and enforced by Company to denote an adequate level of trust and security in the website upon which the display of the Seal is conditioned.

**"Intellectual Property Rights"** means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

**"Repository"** means the collection of documents located in the repository which may be accessed from the home page of the website where you applied for your Seal.

**"Reseller"** means an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains Company Services for resale.

**"Seal"** means an electronic image featuring a Company mark intended for display on Your Website. The image indicates to a website visitor that you or your organization are recipients of Company Services and when a visitor clicks the image, the Splash Page is displayed.

**"Services Agreement"** means the agreement(s) governing the Company Services.

**"Splash Page"** means a Web page generated and hosted by Company that is displayed when a visitor clicks on the Seal. Such Web page indicates which Company Service(s) you have purchased and whether that service is still active.

**"Your Website"** means a website owned or controlled by you or a website for which your right to use has been sufficiently proven by you to Company's satisfaction.

## **2. License and License Restrictions.**

2.1 Provision of the Services are subject to Company's ability to verify your identity and/or your rights to the domain name of Your Website using Company's established authentication practices. Subject to approval of your Application, Company grants you a nonexclusive, non-transferable, non-sublicenseable license during the term of this Agreement to download, install, and display on Your Website, in accordance with the Seal installation instructions. This is a single copy of the Seal solely for the purpose of identifying your organization as a Company customer in accordance with the terms of this Agreement. If the enrollment information you provided upon enrollment for the Services is incorrect or has changed, or if your organization name and/or domain name registration has changed, you must immediately notify the Company. Upon receipt of such notice, Company may revoke your Seal and issue you a corrected Seal. Company may suspend display of your Seal at any time at its sole discretion if you fail any Company Trust Standard and until such failure is remediated to Company's satisfaction.

2.2 Company may undertake to re-authenticate your Seal credentials periodically, in which case Company may require additional information from you, and you may be required to re-confirm your acknowledgement and acceptance of the terms of this Agreement.

2.3 You must have the proper authorization and/or rights to the domain of Your Website to permit Company to provision the Services. You shall not (i) use the Services for or on behalf of any organization or domain other than the organization and domain named in your Application, (ii) use the Seal in the absence of the Splash Page, (iii) use the Seal on any domain secured with an SSL certificate unless the domain is secured with a SSL certificate issued by Company or any of its wholly-owned subsidiaries, (iv) copy, sell, rent, lease, transfer, assign or sublicense the Seal, in whole or in part, (v) alter or tamper with the Seal in any way, including but not limited to skewing; modifying the color, size, pattern and fonts; and separating logo elements, copyright and trademark indicators, or attempting to alter or suppress access to the Splash Page, or (vi) take any action that will interfere with or diminish Company's rights in the Seal or underlying Service. If you believe that the Seal has been copied or is being used in any way that constitutes Intellectual Property Rights infringement, you shall notify Company immediately. Breach of any of the restrictions above shall be considered a material breach of this Agreement.

2.4 If you are using the flash version of the Seal, and if the volume of views on your web page that displays the Seal exceeds 10,000 per day, then Company reserves the right to require you to host the Seal on Your Website in accordance with instructions Company will provide to you ("self-hosting"). Company will provide no less than thirty (30) days notice if self-hosting is required.

## **3. Term and Termination.**

3.1 Unless earlier terminated in accordance with the terms hereof, this Agreement shall remain in effect until the termination or expiration of the last Services Agreement that entitles you to use the Seal. The provisions of sections 3.3, and 10 through 20 shall survive termination.

3.2 Company reserves the right to remove the Seal from Your Website, and this Agreement shall automatically terminate, if: (i) you cease to be a customer of the Company Service; (ii) Company discovers that the information that you provided during enrollment is no longer valid; (iii) you or your reseller fail to perform your obligations herein or under a Services Agreement; (iv) you violate any of the restrictions set forth in section 2.3 above; or (v) you use the Seal for any unlawful purpose.

3.3 Upon termination or expiry of this Agreement, you shall immediately cease displaying the Seal and, if the Seal is self-hosted, you shall permanently remove it from all devices on which it is installed and shall not use it for any purpose thereafter.

#### **4. Representations and Warranties.**

4.1 You represent and warrant to Company that (i) you have the corporate power and authority to request the Services in connection with the domain indicated in your Application and to enter into, and perform your obligations under the Agreement; (ii) all information you provide in your Application for the Services is true and correct at the time of submission, and such information (including any domain name or e-mail address) does not infringe the Intellectual Property Rights of any third party; (iii) you will use the Seal in accordance with this Agreement only; (iv) you will not make any unauthorized representation or warranty to any third party relating to the Service. In the event that Your Website is managed, and/or hosted by a third party service provider, you warrant that you have obtained the consent and authorization from such third party service provider necessary for Company to perform the Services. You agree to facilitate any necessary communication and exchange of information between Company and your third party service provider.

4.2 Further to section 4.1, Reseller represents and warrants to Company and anyone who relies on the Seal 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; (ii) it shall comply with and procure its customer's compliance with this Agreement; and (iii) it shall not allow any website it hosts to display a Seal unless such website is licensed to do so.

#### **5. Fees and Payment Terms.**

As consideration for the right to use the Seal, you shall pay Company the applicable fees (if any) set forth on the Company website at the time of your selection, or if applicable, upon receipt of an invoice from Company. All fees are due immediately and are non-refundable, except as otherwise stated below. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest of 1.5% per month or the maximum allowed by law, whichever is less, as a late charge. The fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Company) 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 fees. All payments due to Company 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, Company 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 Services from a Reseller.

#### **6. Refund Policy.**

If you are not completely satisfied with the Services for any reason, you must request, within thirty (30) days of enrollment, that Company terminate the Services and provide you with a refund. Following the initial 30-day period, you are entitled to a refund only if Company has breached a warranty or other material obligation under this Agreement. This Section does not apply to you if you purchased the Services from a Reseller.

#### **7. Proprietary Rights.**

You acknowledge that Company and its licensors retain all Intellectual Property Rights and title in and to all of their confidential information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by Company hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "Company Works"). The Company Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to the other party's

Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

#### **8. Modifications to Seal License Agreement.**

Company may (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein or the Trust Standard at any time. Any such change will be binding and effective thirty (30) days after publication of the change on Company's website, or upon notification to you by e-mail. If you do not agree with the change, you may terminate this Agreement at any time by notifying Company 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 and display the Seal after such change, you agree to abide by and be bound thereby.

#### **9. Privacy Matters.**

You agree to the use of your data and information in accordance with the following: Company will treat and process the data you provide in your Application in accordance with the privacy statement specific to these Services ("Company Privacy Statement" or "Privacy Statement"), as amended from time to time and accessible from the home page of the website from which you enrolled for Services. The Seal indicates which Company Services you have purchased. You agree and consent that Company may (i) place in your Seal and Splash Page certain information that you provide during enrollment for the Company Service; and (ii) publish your Seal on third-party websites subject to Company's agreements with applicable third-party service providers or technology partners. By placing the Seal on Your Website, you agree and consent that Company may capture, use, and disclose the IP address (which does not include any personally-identifiable information) of visitors to Your Website for the purposes of: (a) preparing reports about the use of the Seal that may be provided to customers, potential customers and the general public, (b) improving the utility of the Seal or creating new services, or (c) complying with a court order, law or requirement of any government agency. For information on processing of personally-identifiable data, please see the applicable Privacy Statement which is accessible from Company's home page.

#### **10. Disclaimers of Warranties.**

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY 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. IF YOUR SERVICE INCLUDES WEBSITE OR NETWORK SCANNING, COMPANY DOES NOT WARRANT THAT ALL PAGES OF YOUR WEBSITE OR THE ENTIRETY OF YOUR NETWORK WILL BE SCANNED, OR THAT THE SERVICE WILL DETECT ALL MALWARE ON YOUR WEBSITE OR VULNERABILITIES IN YOUR NETWORK.

#### **11. Indemnity.**

You agree to indemnify, defend and hold harmless Company, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from: (i) the breach of any of your warranties, representations, and obligations under this Agreement; or (ii) any infringement of an Intellectual Property Right of any person or entity in information or content provided by you. Company 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 Company informed of, and consult with

Company in connection with the progress of such litigation or settlement; (b) you shall not have any right, without Company's written consent, which consent shall not be unreasonably withheld, to settle 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 Company, or requires any specific performance or non-pecuniary remedy by Company; and (c) Company shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

## **12. Limitations of Liability.**

12.1 THIS SECTION 12 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.

12.2 IN THE EVENT OF ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS.

12.3 COMPANY'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO FIVE THOUSAND UNITED STATES DOLLARS (US\$ 5000) OR THE EQUIVALENT IN LOCAL CURRENCY.

12.4 NOTWITHSTANDING THE FOREGOING, COMPANY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 12 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM COMPANY'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.

## **13. Force Majeure.**

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this section: (i) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

## **14. Severability.**

If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

## **15. 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 you are located in North America or Latin America; or (ii) the laws of England, if you are located in Europe, Middle East or Africa; or (iii) the laws of Singapore, if you are located in Asia Pacific including Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## **16. Dispute Resolution.**

To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify Company, and any other party to the dispute for the purpose of seeking a business resolution. Both you and Company 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.

## **17. Non-Assignment.**

You may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Company's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

## **18. Notices and Communications.**

You will make all notices, demands or requests to Company with respect to this Agreement in writing to the "Contact" address listed on the website from where you obtained the Seal, with a copy to: Attn: General Counsel - Legal Department, Symantec Corporation, 350 Ellis Street, Mountain View, California, USA 94043.

## **19. Entire Agreement.**

This Agreement and any applicable Services Agreement constitute the entire understanding and agreement between Company and you with respect to the transactions contemplated, and supersede 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 or that conflict with this Agreement are null and void.

## **20. Compliance with Law, Export Requirements, and Foreign Reshipment Liability.**

Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under the Agreement. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements ("Export Control"). Regardless of any disclosure made by you to Company of an ultimate destination of software, hardware, or technical data (or portions thereof) supplied by Company ("Company Technology") and, notwithstanding anything contained in the Agreement to the contrary, you will not: (i) modify, export, or re-export, either directly or indirectly, any Company Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (ii) provide Company Technology to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists; or (iii) export or re-export Company Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. Company shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to you if you fail to comply with this provision.

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