

Services Agreement

THIS SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN SYMANTEC (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 SERVICE. BY CLICKING "ACCEPT" OR BY USING THE SERVICE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

AS USED IN THIS AGREEMENT, "SYMANTEC" 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 SYMANTEC RESERVES THE RIGHT TO CHANGE THE SYMANTEC 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 AUTHORISED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, CANCEL THE SERVICES 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 USE THE SERVICES.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR THE SERVICES, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTIONS 8.2 AND 8.3. IF YOU ARE A RESELLER AND ARE APPLYING FOR SERVICES FOR YOUR OWN USE, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 8.3.

1. DEFINITIONS .

"Application" means a request submitted to Symantec to enroll for Services.

"Console" means the web-based portal through which you may manage your account (if the Service you enrolled for provides access as such).

"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 homepage of the website from which you enrolled for the Services.

"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 resale.

"Services" means malware monitoring and remediation support services and/or vulnerability scanning and, if applicable, such other trust services delivered in connection with the Seal and upon which the display of the Seal is conditioned, as indicated in Symantec's published materials describing the Services.

"Symantec Trust Standard" means the standard established and enforced by Symantec to denote an adequate level of trust and security in the website upon which the display of the Seal may be conditioned.

"Trust Seal" or "Seal" means an electronic image featuring a Symantec-owned mark intended for display on Your Website. The image indicates to a website visitor that you or your organization have purchased the Services.

"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 Symantec's satisfaction, including the common name (e.g. hostname.domain.com) you have identified in your Application and host names hyperlinked from that common name.

2. Description of Services. The Services for which you are enrolling may consist of (i) scanning of your website for malicious code; (ii) vulnerability assessment of your network environment; (iii) Seal services; and/or (v) access to the

account management features and functionality through the Console. Provision of the such services may be subject to prerequisites imposed at Symantec's sole discretion.

3. Processing the Application and Service Commencement. Upon receipt of your Application, Symantec will begin processing your Application. Upon verification of the data submitted in your Application, Symantec will commence the Services. If the Service you enrolled for includes use of the Seal, then you shall install the Seal on Your Website in accordance with the Seal license terms provided during installation and also published in the Repository. If the Symantec grants you access to the Console, you may use the Console to obtain status updates, scan results, and to set up email notifications concerning the Services.

4. Use Restrictions. You shall not use the Services for or on behalf of any organization or domain other than the organization and domain named in your Application. You must have the proper authorization and/or rights to the domain of Your Website to permit Symantec to provision the Services. If the information provided in your Application is incorrect or has changed, or if your organization name and/or domain name registration has changed, you must immediately notify Symantec.

5. Suspension and Termination. Symantec may, at any time, suspend display of the Seal if, in its sole opinion: (i) Your Website fails to meet the Symantec Trust Standard (e.g., if the Service detects malware on Your Website); or (ii) you fail to perform your obligations under the terms of this Agreement. Symantec shall suspend the Seal until such failure is remediated to its satisfaction. Further, Symantec retains the right to terminate the Services at any time without notice if Symantec discovers that the information provided in your Application has changed and is no longer valid.

6. Term of Service. Unless earlier terminated in accordance with the terms hereof, this Agreement shall continue in effect until the natural expiration of the Services. 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.

7. Obligations Upon Termination or Expiration. Upon expiration or termination of the Service, you shall permanently remove your Seal from Your Website on which it is installed and shall not use it for any purpose thereafter. Any termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such termination. Sections 7, 8, 9, 11, and 13 through 25 shall survive the termination of this Agreement for any reason.

8. REPRESENTATIONS AND WARRANTIES

8.1 Symantec's Representations and Warranties. Symantec represents and warrants that it has the corporate power and authority to enter into, and to fully perform its obligations under this Agreement.

8.2 Your Representations and Warranties . You represent and warrant to Symantec 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 Services in accordance with this Agreement only; (iv) you will not make any unauthorized representation or warranty to any third party relating to the Service. If your Services include malware and/or vulnerability assessment, you further represent and warrant to Symantec that you have the corporate power and authority to give Symantec consent to proceed with the assessment; if you website is managed and/or hosted by a third-party service provider, you warrant that you have obtained the consent and authorization from the service provider necessary for Symantec to perform the assessment.

8.3 Reseller Representations and Warranties. Further to section 8.2, Reseller represents and warrants to Symantec and anyone who relies on the Service that (i) Reseller has obtained the authority of its customer to enter into this Agreement on their and/or to bind its customer to this Agreement; (ii) Reseller shall comply with and procure its customer's compliance with this Agreement; and (iii) if applicable, Reseller shall not display a Seal on any website that it hosts unless such website is licensed to do so.

9. Fees and Payment Terms. As consideration for the Services, you shall pay Symantec the applicable service fees set forth on Symantec website at the time of your selection, or, if applicable, upon receipt of an invoice from Symantec. All fees are due immediately and are non-refundable, except as otherwise stated below. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at 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 Symantec) which are imposed by or under the authority of any government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such service fees. All payments due to Symantec shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Symantec receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. This section does not apply to you if you purchased the Services from a Reseller.

10. Refund Policy. If you are not completely satisfied with the Services for any reason, you must request, within thirty (30) days of enrollment, that Symantec terminate the Services and provide you with a refund. Following the initial 30-day period, you are entitled to a refund only if Symantec 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.

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

12. Modifications to Services. Symantec may (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein 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 you by e-mail. If you do not agree with the change, you 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 Services after such change, you agree to abide by and be bound thereby.

13. Privacy. Symantec will treat and process the data you provide in your Application in accordance with the Symantec Privacy Statement, as amended from time to time and accessible from the home page of the website from which you enrolled for Services. You agree and consent that Symantec may place in your Seal information that you provide in your Application. Symantec may also (i) publish your Seal and information contained therein in the Repository and other third-party sites; and (ii) use such information for the purposes set out in this Agreement and in the Symantec Privacy Statement. 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. For further information on processing of customer data, please see our applicable Privacy Statement.

14. Disclaimers of Warranties.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8.1 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. IF YOUR SERVICE INCLUDES WEBSITE OR NETWORK SCANNING (1) SYMANTEC DOES NOT WARRANT THAT SUCH SCAN(S) WILL DETECT ALL MALWARE AND/OR VULNERABILITIES, OR THAT ANY REPORT PROVIDED IN CONJUNCTION WITH SUCH SCAN(S) WILL BE COMPLETE OR ERROR-FREE; AND (2) YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT TO HAVING YOUR WEBSITE SCANNED, AND YOU HAVE CHOSEN TO ACCEPT SUCH RISK. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. Indemnity. You agree to indemnify, defend and hold harmless Symantec, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from (i) the breach of any of your warranties, representations and obligations under this Agreement, (ii) any falsehoods or misrepresentations of fact you make on the Application, or (iii) any infringement of an Intellectual Property Right of any person or entity contained in the information or content provided by you. Symantec shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (a)

you keep Symantec informed of, and consult with Symantec in connection with the progress of such litigation or settlement; (b) you shall not have any right, without Symantec's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of Symantec, or requires any specific performance or non-pecuniary remedy; and (c) Symantec shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this Section 15 will survive termination of this Agreement.

16. Limitations of Liability.

THIS SECTION 16 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IN THE EVENT OF ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC SHALL NOT BE LIABLE FOR: (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. SYMANTEC'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU SHALL NOT EXCEED TWO TIMES THE AMOUNTS PAID FOR THE SERVICES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, SYMANTEC'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 16 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM SYMANTEC'S NEGLIGENCE OR WITH RESPECT TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT JURISDICTIONS DO NOT ALLOW CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. 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 17: (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.

18. 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 Symantec of an ultimate destination of software, hardware, or technical data (or portions thereof) supplied by Symantec ("Symantec 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 Symantec Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control;

(ii) provide Symantec Technology to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Departments "BIS Entity List" or such other applicable lists; or

(iii) export or re-export Symantec Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control.

Symantec shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to you if you fail to comply with this provision.

19. 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.

20. 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.

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

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

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

24. Entire Agreement. This Agreement, the Seal License Agreement (if applicable), and if you are a Reseller, your Reseller agreement with Symantec, constitute the entire understanding and agreement between Symantec and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

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