Professional Services Agreement
For Authentication Services
Terms and Conditions

Symantec Asia Pacific Pte Ltd (ABN) 65 179 263 474, with a place of business at 6 Temasek Boulevard, #11-01, Suntec Tower 4, Singapore 038986 or its Affiliate (as defined below) ("**Symantec**") agrees to provide the services ("**Services**") specified in the quote /order form, or certificate under this Agreement referencing these terms and conditions ("**Services Order**") to the customer identified in such Services Order ("**Customer**"). IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, THEN SYMANTEC IS UNWILLING TO PROVIDE THE SERVICES TO CUSTOMER. RECEIPT OF, ACCESS TO, AND/OR USE OF THE SERVICES PROVIDED BY SYMANTEC, INDICATES CUSTOMER'S CONSENT FOR SYMANTEC TO PROVIDE THE SERVICES TO CUSTOMER SUBJECT TO THESE TERMS AND CONDITIONS.

1. Services; Terms and Conditions. Symantec agrees to provide the Services specified in the Services Order subject to the foregoing terms and conditions. In addition, certain Services may require software, hardware and associated documentation to be separately provided by Symantec as part of the Service ("**Service Components**"). These terms and conditions will control in the event of any conflict with a Services Order, unless otherwise specified in the Services Order. However, the Services Order may contain terms and conditions specific to the applicable Services ordered which terms will have no effect on other Services Orders. Terms not otherwise defined in these terms and conditions shall have the meanings set forth in the Services Order. For the purposes of these terms and conditions, the term "**Agreement**" shall mean collectively these terms and conditions and the Services Order.

2. Term; Termination. "**Term**" means the applicable effective period of the Services (which may include an initial set-up period) as set forth in the Services Order, and may be subject to automatic renewal as further described in the Services Order. This Agreement may be terminated at any time by either party: **(a)** upon written notice if the other party breaches any material term of the Agreement and such breach remains uncorrected for thirty (30) days following written notice; or **(b)** immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business. Subject to any termination conditions and/or payments specified in the Services Order, upon termination of the Agreement, Symantec will be entitled to be paid for all work performed, including fees and expenses, up to the effective date of termination.

3. Warranty. Symantec will provide the Services described in the Services Order in a good and workmanlike manner and in accordance with generally accepted industry standards. **THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS OR IMPLIED CONCERNING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

4. Fees; Payment; Taxes. (a) Customer will pay: (i) Symantec the fees for the Services set forth in the Services Order,; or (ii) Customer's nominated Symantec-authorized reseller the fees as separately agreed between Customer and such reseller ("**Fees**"). Fees with respect to the renewal of Services may be increased in accordance with the Services Order. Customer will pay Symantec invoiced amounts within thirty (30) days of the invoice date ("**Due Date**"). If any sum payable to Symantec is not paid by the Due Date, Symantec reserves the right, without prejudice to any other remedy, to (A) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (B) suspend the provision of the Services upon five (5) days prior notice,

until paid in full. All Fees paid or payable for Services are non-cancellable and non-refundable.

(b) Customer is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Services or other items provided under the Agreement, excluding tax imposed on Symantec's net income and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below). Symantec will bill applicable taxes as a separate item on Customer's invoice and will not include them in the Fees. If a transaction is exempt from tax, Customer will provide Symantec with a valid exemption certificate or other evidence of such exemption in a form acceptable to Symantec. If Customer is required by law to withhold any tax from the payment, Customer will provide to Symantec original or certified copies of all tax payment receipts or other evidence of payment of taxes by Customer with respect to transactions under the Agreement. If Customer fails to provide Symantec with such tax payment receipts, if applicable, then Customer will reimburse Symantec for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

5. Confidentiality. "**Confidential Information**" means the non-public information that is exchanged between the parties, provided that such information is: **(a)** identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"), or **(b)** disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**"). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under the Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party and will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own similar Confidential Information. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of the Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as the Agreement. For the purposes of this Agreement: "**Affiliate(s)**" means, any present or future entity that, directly or indirectly Controls, or is Controlled by, or is under common Control with either party. "**Control**" means power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise. This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as

required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient will return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same. Each party will retain all right, title and interest in that party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

6. Customer's Rights.

(a) Ownership Rights. Any inventions, designs, intellectual property or other derivative works of Symantec Information, will vest in and be the exclusive property of Symantec ("**Symantec Derivative Work**"). Any inventions, designs, intellectual property or other derivative works of Customer Information (as defined below) will vest in and be the exclusive property of Customer ("**Customer Derivative Work**").

(b) Pre-Existing Work. Any pre-existing proprietary or Confidential Information of Symantec or its licensors used to perform the Services, or included in any Service Components, software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including Derivative Works will remain the exclusive property of Symantec and its licensors (collectively, "**Symantec Information**"). Any Customer pre-existing information, including but not limited to any Customer proprietary and Confidential Information provided to Symantec by Customer will remain the exclusive property of Customer or its licensors ("**Customer Information**"). For the purposes of the Agreement, Symantec Information and Customer Information will be deemed Confidential Information.

(c) Retention. Customer acknowledges that Symantec provides similar services to other customers and that nothing in the Agreement will be construed to prevent Symantec from carrying on such business. Customer acknowledges that Symantec may at its sole discretion develop, use, market, distribute and license substantially similar Services. Notwithstanding the preceding sentence, Symantec agrees that it will not market or distribute any Services that include the Confidential Information of Customer.

(d) License Grant. In consideration of Customer's payment of applicable Fees, Symantec grants Customer a limited, non-exclusive, non-transferable license, to access and use, in accordance with the Agreement and solely for Customer's internal business purposes: (i) Symantec Information, to the extent such information is necessary to utilize the Services or incorporated into any Service Components; and (ii) Service Components in the format provided by Symantec, for use on systems under Customer's control, solely in connection with the Services for which such Service Components are provided.

(e) License Restrictions. Customer will not act to infringe the intellectual property rights of Symantec or its licensors, including Symantec Information. Other than as expressly permitted under the Agreement or applicable law, Customer will not copy, sublicense, sell, rent, lease or otherwise distribute Symantec Information, or permit either direct or indirect use of Symantec Information by any third party. Customer will not modify, reverse engineer, disassemble, decompile, or create derivative works of Symantec Information, or otherwise attempt to build a competitive product or service using Symantec Information. Notwithstanding the foregoing, the license grant set forth above may be further limited as set forth in the applicable Services Order.

7. Intellectual Property Indemnification.

(a) Symantec will defend and indemnify and hold Customer harmless from any claim asserting that the Services infringe any intellectual property right of a third party, and will pay any and all damages awarded by a court and actually paid by Customer, or agreed to in settlement by Symantec and attributable to such claim. Symantec's obligations under this provision are subject to Customer's doing the following: notifying Symantec of the claim in writing, as soon as Customer learns of it; providing Symantec all reasonable assistance and information to enable Symantec to perform its duties under this Section; allowing Symantec sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim. Notwithstanding the foregoing, Customer may participate at Customer's expense in the defense of any such claim with its own counsel, provided Symantec retains sole control of the suit. Customer has the right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligations to cease using the affected Services or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld.

(b) If the Services are found to infringe, or if Symantec determines in its sole opinion that the Services arelikely to be found to infringe, then Symantec will either (i) obtain for Customer the right to continue to use the Services; or (ii) modify the Services so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case Customer will stop using any infringing version of the Services; or, if Symantec determines in its sole opinion that (i) and/or (ii) are not commercially reasonable, (iii) terminate Customer's rights and Symantec's obligations under the Agreement with respect to such Services, and refund to Customer the fees paid for the relevant Services.

(c) Notwithstanding the above, Symantec will have no liability for any infringement claim to the extent that it is based upon: (i) modification of the Services other than by Symantec; (ii) combination, use, or operation of the Services with products not specifically authorized by Symantec to be combined with the Services; (iii) use of the Services other than in accordance with the Agreement; or (iv) Customer's continued use of infringing Services after Symantec, for no additional charge, supplies or offers to supply modified or replacement non-infringing Services. **THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

8. Limitation of Liability.

(a) Nothing in this Agreement will exclude or limit: (i) either party's liability for death or personal injury caused by its negligence; or (ii) any fraudulent pre-contractual misrepresentations made by one party on which the other party can be shown to have relied; or (iii) any other liability which cannot be excluded by law. Subject to Section 8(b), no limitation on liability will apply to: (i) Symantec's liability to pay damages finally awarded pursuant to Section 7; or (ii) either party's liability arising from breach of Section 5 (Confidentiality); or (iii) Customer's breach of its permitted scope of authorized use under this Agreement or an applicable Services Order.

(b) IN NO EVENT, REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND, NOR, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY

INDEMNITY OBLIGATIONS SET FORTH ABOVE, AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, EACH PARTY'S MAXIMUM LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR OWED FOR THE SERVICES GIVING RISE TO THE CLAIM. NOTHING IN THE AGREEMENT WILL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

(c) Customer agrees that the allocation of risk contained in this Agreement is reflected in the fees, and will rely on its own insurance arrangements to bear or recover any loss for which Symantec is not liable.

9.   Governing Law; Export.   (a) This Agreement and any Services Order will be governed by and construed in accordance with the substantive laws of Singapore and the parties agree to be subject to the jurisdiction of the courts of Singapore. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. **(b)** Services and Service Components, including documentation may include controlled technology or technical data (collectively "Controlled Technology") that is subject to the U.S. Export Administration Regulations (EAR), and diversion contrary to U.S. law is prohibited. Customer agrees to comply with all relevant laws including the U.S. EAR and the laws of any country from which Controlled Technology is exported. All Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required pursuant to any relevant restricted party list, without first obtaining a license. Furthermore, Customer hereby agrees that it will not use or allow use of Controlled Technology in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

10.   Data Privacy.   For the purpose of providing Services pursuant to the Agreement, Symantec will require Customer to supply certain personal information, *e.g.*, business contact names, business telephone numbers, business e-mail addresses. Customer acknowledges that Symantec is a global organization, and such personal information may be accessible on a global basis by Symantec Affiliates or Symantec partners and subcontractors, including in countries that may have less protective data protection laws than the country in which Customer is located. By providing such personal information, Customer consents to Symantec using, transferring and processing this information on a global basis for the use described above. For any question regarding the use of personal information, Customer may contact Symantec Corporation - Privacy Lead, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Telephone 650-527-8000 Email: privacy@symantec.com.

11.   Miscellaneous.   (a) Symantec is an independent contractor and will not be deemed an employee or agent of Customer. **(b)** Any subsequent modifications to this Agreement will be made in writing and duly signed by authorized representatives of both parties or they will be void and of no effect. Together with the applicable Services Order, these terms are the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. **(c)** Symantec has the right to subcontract the performance of the Services to third parties, provided that Symantec remains responsible for the contractual obligations according to the Agreement and any Services Order.   **(d)** All notices will be in writing and addressed to the receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party and sent to the party's address as listed in the Agreement, or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (a) if personally delivered by courier, when delivered, or (b) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address. **(e)** Customer may not assign the rights granted hereunder or the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior written consent. Such consent will not be unreasonably withheld or delayed. **(f)** No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided herein. **(g)** Each party will be excused from performance, other than payment obligations, for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources.   **(h)** If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. **(i)** Any term of the Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, governing law, and Customer's payment obligations accrued prior to termination.