YOU MUST READ THIS SYMANTEC CODE SIGNING CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A SYMANTEC CONTENT ID, SYMANTEC PUBLISHER ID, OR ANY SYMANTEC CODE SIGNING CERTIFICATE (EACH, A "CERTIFICATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY CLICKING "ACCEPT" BELOW OR BY ACCEPTING OR USING A CERTIFICATE, 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 AUTHORIZED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, RENEW, AND, IF NECESSARY, REVOKE THE CERTIFICATE ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER TO USE YOUR CERTIFICATE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, CONTACT SYMANTEC IMMEDIATELY AT THE TELEPHONE NUMBER SET FORTH IN SECTION 24 BELOW AND SYMANTEC WILL REVOKE THE CERTIFICATE.

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

1. Definitions.

"Certificate Application" means a request to a CA for the issuance of a Certificate.

"Certification Authority" or **"CA"** means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean Symantec.

" Certification Practice Statement" or **" CPS"** means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. Symantec's CPS is published in the repository on its website.

"Code Signing Certificate" includes Symantec Content IDs and Publisher IDs that are used to verify the identity of and to affirm the integrity of code supplied by publishers.

"Content ID" means a single-use (private key is destroyed immediately after signing) Certificate that chains up to a trusted root the CA used to digitally-sign individual applications submitted by Publishers to the Symantec Code Signing Portal upon Symantec's verification of the validity of the Subscriber's Publisher ID.

"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).

"Publisher ID" means a Symantec Code Signing Certificate issued to organizations that wish to authenticate themselves to and securely access the Symantec Code Signing Portal for support platforms, service providers or other private entities.

"Relying Party" means an individual or organization that acts in reliance on a Certificate and/or a digital signature.

"Relying Party Agreement" means an agreement used by a CA setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the Symantec Relying Party Agreement published in the Repository.

"Repository" means the collection of documents located at the link for the repository, which may be accessed from the homepage of the website from which you applied for your Certificate.

"Reseller" means an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains Certificates for re-sale.

"Subscriber" means a person, organization, or entity that is the owner of or has the right to the device that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue.

2. Description of the Certificate. The Certificate for which you have applied on behalf of your organization is a Symantec Code Signing Certificate, which is a Class 3 Certificate issued to devices to provide authentication; message, software, and content integrity and signing; and confidentiality encryption. Symantec Class 3 organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so.

3. Processing the Certificate Application. Upon Symantec's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have selected, Symantec will process your Certificate Application. If your Certificate Application is approved, Symantec will issue you a Certificate for your use in accordance with this Agreement. After you pick up or otherwise install your Certificate, you must review the information in it and promptly notify Symantec of any errors. Upon receipt of such notice, Symantec may revoke your Certificate and issue you a corrected Certificate.

4. Use and Restrictions. You must not knowingly sign software that contains suspect code and must use the code signing certificate solely for authorized company business and in compliance with the Subscriber Agreement and all applicable laws and guidelines. You are prohibited from using your Certificate: (i) for or on behalf of any other organization; (ii) to perform private or public key operations in connection with any organization name other than the one you submitted on your Certificate Application; (iii) to distribute malicious or harmful content of any kind including, but not limited to, content that would otherwise have the effect of inconveniencing the recipient of such content; and (iv) for use as control equipment in hazardous circumstances or for use requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

5. Reporting and Revocation. If you discover or have reason to believe there has been a compromise of your private key, or the information within your Certificate is, or has become, incorrect or inaccurate, or if your organization name has changed, or if there is evidence that the Certificate was used to sign suspect code, you must immediately cease using the Certificate and its associated private key, and you must promptly request Symantec to revoke the Certificate. If Symantec discovers or has reason to believe that there has been a compromise of your private key or misuse of your Certificate, you must respond to Symantec's instructions within the time specified by Symantec. Symantec retains the right to revoke your Certificate at any time without notice if: (i) Symantec discovers that the information within your Certificate is no longer valid; (ii) you violate or fail to perform your obligations under the terms of this Agreement; or (iii) in Symantec's sole discretion, you have engaged in activities which Symantec determines are harmful to its systems. Symantec may also revoke your Certificate for non-payment.

6. Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of your Certificate, you shall promptly remove your Certificate from all devices on which it is installed and shall not use it for any purpose thereafter.

7. Term of Service. This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.

8. Representations and Warranties.

8.1 Symantec Representations and Warranties. Symantec represents and warrants that: (i) there are no errors introduced by Symantec in the Certificate information as a result of Symantec's failure to use reasonable care in creating the Certificate; (ii) its issuance of Certificates shall comply in all material respects with its CPS; and (iii) its revocation services and use of a Repository conform to its CPS in all material aspects.

8.2 Your Representations and Warranties. You represent and warrant to Symantec and Relying Parties that: (i) all information material to the issuance of a Certificate you provide to Symantec in your Certificate Application is accurate and complete; (ii) you will inform Symantec if the representations you made in your Certificate Application have changed or are no longer valid; (iii) the Certificate information you provided (including your e-mail address) does not infringe the Intellectual Property Rights of any third party; (iv) the Certificate information you provided (including your email address) has not been and will not be used for any unlawful purpose; (v) you or your delegate have been (since the time of its creation) and will remain the only person possessing your private key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to

such materials or information; (vi) you will use your Certificate exclusively for authorized and lawful purposes consistent with this Agreement; (vii) you will use your Certificate as an end user and not as a Certification Authority to issue Certificates, certification revocation lists, or otherwise; (viii) each digital signature created using your private key is the Subscriber's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; (ix) you manifest assent to this Agreement as a condition of obtaining a Certificate; and (x) you will not monitor, interfere with, or reverse engineer (save to the extent that you cannot be prohibited from so doing under applicable law) the technical implementation of Symantec's system. You further represent and warrant that you have sufficient information to make an informed decision as to the extent to which you choose to rely on a digital certificate, that you are solely responsible for deciding whether or not to rely on such information, and that you shall bear the legal consequences of your failure to perform any obligation you might have as a Relying Party under the applicable Relying Party Agreement.

8.3 Reseller Representations and Warranties. Further to section 8.2, Reseller represents and warrants to Symantec and Relying Parties 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; and (ii) it shall comply with and procure its customer's compliance with this Agreement.

9. Fees and Payment Terms. As consideration for the Certificate you have purchased, you shall pay Symantec the applicable service fees set forth on our 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 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 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 your Certificate from a Reseller.

10. Refund Policy. If you are not completely satisfied with the Certificate issued to you for any reason, you must request, within thirty (30) days of Certificate issuance, that Symantec revoke the Certificate 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 have purchased your Certificate 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, "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.

12. Modifications to Subscriber Agreement. 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 period. By continuing to use Symantec services after such change, you agree to abide by and be bound thereby.

13. Privacy. You agree to the use of your data and information in accordance with the following: Symantec will treat and process the data you provide in your Certificate 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 your Certificate. Symantec may place in your Certificate information that you provide in your Certificate Application. Symantec may also: (i) publish your Certificate and information about its status in the Repository; and (ii) use such information for the purposes set out in this Agreement and in the Company 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 Certificate 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 WARRANTIES CONTAINED IN SECTION 8, 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. 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 attorney's fees and expenses) arising from: (i) the breach of any of your warranties, representations and obligations under this Subscriber Agreement; (ii) any falsehoods or misrepresentations of fact you make on the Certificate Application; (iii) any infringement of an Intellectual Property Right of any person or entity in the information or content provided by you; (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party; or (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Agreement. Symantec shall promptly notify 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 by Symantec; 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 any termination of this Agreement. As a Relying Party, 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 attorney's fees and expenses) arising from: (i) your failure to perform the obligations of a Relying Party as set forth in the applicable Relying Party Agreement; (ii) your reliance on a Certificate that is not reasonable under the circumstances; or (iii) your failure to check the status of such Certificate to determine whether the certificate is expired or revoked.

16. Limitations of Liability. THIS SECTION 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. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO THE 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 AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO TWO (2) TIMES THE AMOUNT PAID FOR EACH CERTIFICATE. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 16 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. 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 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 THE EXCLUSION OF 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 this Agreement. Without limiting the generality of the foregoing, each

party agrees to comply with all export requirements ("Export Control"). Regardless of any disclosure you made 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 this 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" or the United States Commerce Department's "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 this Agreement, without any prior notice being required 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: (a) the laws of the State of California, if you are located in North America or Latin America; or (b) the law of England, if you are located in Europe, Middle East or Africa; or (c) 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 business resolution. Both you and Licensor 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. Intentionally Left Blank

23. 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.

24. 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.

25. Entire Agreement. This Agreement 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.

26. Third Party Beneficiary Rights. You agree that Microsoft, Inc. shall be an express third party beneficiary of the obligations contained in this Agreement.

Symantec Code Signing Certificate Subscriber Agreement Version 9.0 (July 2012)