

thawte Code Signing Certificate Agreement

YOU MUST READ THIS DEVELOPER CERTIFICATE SERVICES AGREEMENT (“SUBSCRIBER AGREEMENT”) BEFORE APPLYING FOR, ACCEPTING, OR USING A DEVELOPER CERTIFICATE (“CERTIFICATE”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

1. Definitions. The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified:

“Compromise” shall mean a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of a private key.

“Derivative Work” shall have the meaning set forth in Section 11 of this Agreement.

“Device” shall mean a network management tool, such as a server load balancer or SSL accelerator, that routes electronic data from one point to single or multiple devices or servers.

“High Assurance Certificates” require an organization to 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.

“Relying Party” shall mean an individual or organization that acts in reliance on a certificate and/or a digital signature.

“Subscriber” shall mean an organization that owns the equipment or device that is the subject of, and has been issued, a Certificate. A Subscriber is capable of using and is authorized to use, the private key that corresponds to the public key listed in the Certificate.

“Subscriber Agreement” shall mean an agreement used by **thawte** setting forth the terms and conditions under which an organization acts as a Subscriber.

“**thawte** Intellectual Property Rights” shall have the meaning set forth in Section 11 of this Agreement.

thawte PKI shall mean the **thawte** Public Key Infrastructure that provides Certificates for individuals and organizations.

2. Description of the Certificate. This section sets forth the terms and conditions regarding your application (“Certificate Application”) for a Certificate and, if **thawte** accepts your Certificate Application, the terms and conditions regarding the use of the Certificate to be issued by **thawte** to you as “Subscriber” of that Certificate. A “Certificate” is a digitally signed message that contains a Subscriber’s public key and associates it with information authenticated by **thawte** or a **thawte**-authorized entity. The Certificate provided under this Agreement is issued within the **thawte** PKI by **thawte**, Inc.

The Certificate for which you have applied on behalf of your is a High Assurance Code Signing Certificate within the **thawte** PKI. High Assurance Certificates are issued to organizations and sole proprietors to provide authentication; software; content integrity and signing; and confidentiality encryption. High Assurance 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. The Certificate also provides assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application. For more

detailed information about Thawte's certification services, please see the **thawte** CPS. **thawte** Code Signing Certificate Agreement

3. Processing Your Certificate Application . Upon **thawte**'s receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, **thawte** will process your Certificate Application. **thawte** will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, **thawte** will issue you a Certificate for your use in accordance with this Agreement. Your use of the PIN from **thawte** to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify **thawte** of any errors. Upon receipt of such notice, **thawte** may revoke your Certificate and issue a corrected Certificate.

4. Requirements for Verification . Thawte shall issue a Certificate only after **thawte** has communicated directly over the telephone with the corporate contact provided at the time of enrollment. If Thawte is unable to communicate with the corporate contact, it is the responsibility of the corporate contact to respond to **thawte** at the callback number provided by **thawte**. Your failure to callback in a timely manner may delay the verification and approval of your Certificate application.

5. Use Restrictions . You are prohibited from using your Certificate (i) for or on behalf of any other organization, (ii), on more than one machine at a time, (iii) to distribute malicious or harmful content of any kind or content that would otherwise have the effect of inconveniencing the recipient of such content, (iv) for any purpose other than its intended use, (v) and transferring control or permitting access of the private key corresponding to the public key in the Certificate to anyone other than the technical contact provided for at the time of enrollment. Certificates shall only be used during the validity period.

6. Revocation . If your organization name and/or the technical contact change, you must immediately notify **thawte** and **thawte** shall revoke your Certificate. **thawte** retains the right to revoke your Certificate, if within forty-five (45) days of receiving an invoice from **thawte**, you do not pay the invoice. In order to maintain the trust and integrity of the **thawte** PKI, **thawte** in its sole discretion, retains the right to revoke your Certificate for failure to perform your obligations under this agreement and any other activities **thawte** considers harmful to the **thawte** PKI.

7. Fees, Payments and Term of Service. As consideration for the Certificate and associated services you have purchased, you agree to pay **thawte** the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from **thawte**. All fees are due immediately and are non-refundable, except as otherwise expressly noted below in this Subscriber Agreement. Any renewal of your services with **thawte** is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. **thawte** will provide you notice prior to the renewal of your services at least thirty (30) days in advance of the renewal date. You are solely responsible for the credit card information you provide to **thawte** and must promptly inform **thawte** of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. **thawte** shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. You agree to pay all value added, sales and other taxes (other than taxes based on **thawte**'s income) related to **thawte** services or payments made by you hereunder. All payments of fees for **thawte** services shall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable **thawte** services. You are responsible for notifying **thawte** of the need to purchase additional Certificates with the Licensed Certificate Option described herein. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

8. Obligations Upon Revocation or Expiration . Upon expiration or revocation of your Certificate, you shall permanently remove it from the machine on which it is installed and shall not use it for any purpose thereafter.

9. Modifications to Subscriber Agreement . Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that **thawte** may: (i) revise the terms and conditions of this Subscriber Agreement; and/or (ii) change part of the services provided under this Subscriber Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on **thawte's** Web sites, or upon notification to you by e-mail. You agree to periodically review **thawte's** Web sites, including the current version of this Subscriber Agreement available on **thawte's** Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing **thawte** with notice. Notice of your termination will be effective on receipt and processing by **thawte**. Any fees paid by you if you terminate this Subscriber Agreement are non-refundable. By continuing to use **thawte** services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. **thawte** is not bound by, nor should you rely on any representation by, any agent, representative or employee of any third party that you may use to apply for **thawte's** services; or in information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of **thawte** is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

10. Privacy. You agree that **thawte** may place in your Certificate certain information that for inclusion in your Certificate. You also agree that **thawte** may publish your Certificate and information about its status in **thawte's** repository of Certificate information and make this information available to other repositories.

11. Ownership. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the **thawte** services identified herein ("**thawte** Intellectual Property Rights") are owned by **thawte** or its licensors, and you agree to make no claim of interest in or ownership of any such Thawte Intellectual Property Rights. You acknowledge that no title to the **thawte** Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the **thawte** or its licensors' service, other than the rights expressly granted in this Subscriber Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more pre-existing versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such Derivative Work shall be owned by **thawte** and all right, title and interest in and to each such Derivative Work shall automatically vest in **thawte**. **thawte** shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the **thawte** Intellectual Property or make any attempt to obtain source code to the **thawte** Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

12. Refund Policy.

12.1 Before A Certificate Is Issued . If you cancel a Certificate request before the

Certificate has been issued, **thawte** will refund you any amount paid, less an administration fee of 10% if documents have been received and work has been performed on the Certificate Application. To request a refund, please email barbarac@thawte.com.

12.2. After Certificate Has Been Issued . If you cancel a certificate after the Certificate has been issued, you must request a refund to the **thawte** account manager allocated to your Certificate Application.

(i) If you lose the private key for the Certificate, within 30 days of the Certificate's issuance, you will be entitled to have the Certificate reissued at a discounted rate of Fifty Dollars (\$50.00 US).

(ii) If you require a new Certificate, because of an error in the information submitted to **thawte** during the enrollment process, you will not be eligible for a refund. (The original certificate will be revoked and a new Certificate shall be reissued.)

(iii) If the reason for the revocation is due to **thawte** breaching a warranty or other material obligation under this Agreement, or the **thawte** CPS, then you will be entitled to a full refund of the Certificate fees paid to **thawte**. You may choose to receive a new Certificate at no charge. All re-issued Certificates (and refunds if appropriate) must be authorized by the **thawte** Customer Service Manager, or Technical Support Manager.

13. Authenticode Limitations . (This Section only applies to customers who have purchased Microsoft Authenticode Signing Certificate). You hereby make the following software publisher's pledge to all users and the applicable CA concerning software that the software publisher digital signs with a private key corresponding to the public key contained in a certificate: In addition to the other representations, obligations, and warranties contained or referenced in the Certificate Application, you represent and warrant that you shall exercise reasonable care consistent with prevailing industry standards to exclude programs, extraneous code, viruses, or data that may be reasonably expected to damage, misappropriate, or interfere with the use of data, software systems, or operations of the other party. Thawte shall not be held responsible for the breach of such representations and warranties by you under any circumstance. The decision of the applicable **thawte** shall be final as to whether or not (i) you materially breached this agreement, and (ii) any responsive actions taken (or not taken) by **thawte** was necessary and appropriate.

14. Representations and Warranties .

14.1 thawte Representations and Warranties . **thawte** represents and warrants to you that (i) there are no errors introduced by **thawte** in your Certificate information as a result of **thawte**'s failure to use reasonable care in creating the Certificate; (ii) your Certificate complies in all material respects with the **thawte** CPS; and (iii) **thawte**'s revocation services and use of a repository conform to the **thawte** CPS in all material aspects.

14.2 Your Representations and Warranties . You represent and warrant to **thawte** and anyone who relies on your Certificate that (i) all the information you provide and all the representations you make to **thawte** in your Certificate Application are accurate; (ii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iii) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (iv) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key; (v) you have been (since the time of its creation) and will remain the only person possessing any challenge phrase, PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (vi) you will use your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (vii) you will use your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (viii) each digital signature created using your private key is your 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 Subscriber Agreement as a condition of obtaining a Certificate; and (x) you will not monitor, interfere with, or reverse engineer the technical implementation of the **thawte** PKI, except with the prior written approval from **thawte**, and shall not otherwise intentionally compromise the security of the **thawte** PKI.

15. Disclaimers of Warranties . YOU AGREE THAT YOUR USE OF **thawte**'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS SUBSCRIBER AGREEMENT. **thawte** EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 14, **thawte** DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES **thawte** MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH **thawte**'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF **thawte**'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM **thawte** OR THROUGH **thawte**'S SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. **thawte** IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

16. Indemnity . You agree to release, indemnify, defend and hold harmless **thawte** and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (ii) falsehoods or misrepresentations of fact by you on the Certificate Application, (iii) any infringement of an intellectual property or other proprietary right of any person or entity, (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 Subscriber Agreement. When **thawte** is threatened with suit or sued by a third party, **thawte** may seek written assurances from you concerning your promise to indemnify **thawte**, your failure to provide those assurances may be considered by **thawte** to be a material breach of this Subscriber Agreement. **thawte** shall have the right to participate in any defense by you of a third-party claim related to your use of any **thawte** services, with counsel of **thawte**'s choice at your own expense. You shall have sole responsibility to defend **thawte** against any claim, but you must receive the prior written consent of **thawte** regarding any related settlement. The terms of this Section 16 will survive any termination or cancellation of this Subscriber Agreement.

17. 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 RELATED TO SERVICES PROVIDED UNDER THIS SUBSCRIBER AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, **thawte**'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 TIMES

THE AMOUNT PAID FOR THE 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. **thawte** SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

18. Force Majeure . Except for payment and indemnity obligations hereunder, 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 due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the party relying upon this Section 18 shall (i) have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 18 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

19. Export . You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States"). Specifically, you shall not download or otherwise export or re-export any Certificate into or to (i) a national or resident of) Cuba, Iran, Iraq, Libya, Sudan, North Korea, Syria, or Taliban controlled areas of Afghanistan or any other country where such use is prohibited under United States export regulations, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. IN THE EVENT YOU EXPORT A CERTIFICATE TO A NON-UNITED STATES OR CANADA ENTITY OR INDIVIDUAL, YOU AGREE TO PROVIDE **thawte** WITH THE INFORMATION **thawte** NEEDS IN ORDER TO REPORT SUCH EXPORTS TO THE UNITED STATES GOVERNMENT AS NECESSARY.

20. Severability. You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

21. Governing Law. You and **thawte** agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California, United States of America, excluding its conflict of laws rules.

22. Dispute Resolution . To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Subscriber Agreement, you shall notify **thawte**, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

(i) When each party to the dispute is a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All suits to enforce any provision of this Subscriber Agreement or arising in connection with this Agreement shall be brought in the United States District Court for the Northern District of California or the Superior or Municipal Court in and for the County of Santa Clara, California, U.S.A. The

parties agree that such courts shall have exclusive in personam jurisdiction and venue and the parties submit to the exclusive in personam jurisdiction and venue of such courts. The parties further waive any right to a jury trial regarding any action brought in connection with this Subscriber Agreement.

(ii) Where one or more parties to the dispute is not a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All disputes arising in connection with this Subscriber Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) as modified as necessary to reflect the provisions herein by one or more arbitrators. The place of arbitration shall be in New York or San Francisco, U.S.A., and the proceedings shall be conducted in English. In cases involving a single arbiter, that single arbiter shall be appointed by mutual agreement of the parties. If the parties fail to agree to an arbiter within fifteen (15) days, the ICC shall choose an arbiter knowledgeable in computer software law, information security and cryptography or otherwise having special qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. Nothing in this Subscriber Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

23. Non-Assignment . Except as otherwise set forth herein, your rights under this Subscriber Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Subscriber Agreement, whether by attachment, levy, garnishment or otherwise, renders this Subscriber Agreement voidable at **thawte**'s option.

24. Notices . You will make all notices, demands or requests to **thawte** with respect to this Subscriber Agreement in writing to: Attn: General Counsel, VeriSign, Inc., 487 E. Middlefield Road, Mountain View, CA 94043.

25. Entire Agreement . This Subscriber Agreement, together with the **thawte** CPS, constitutes the entire understanding and agreement between **thawte** and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between **thawte** and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Subscriber Agreement. Terms and conditions in any purchase orders that are not included in this Subscriber Agreement or that conflict with this Subscriber Agreement are null and void.