

## Thawte Code Signing Certificate Subscriber Agreement

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A THAWTE CODE SIGNING CERTIFICATE ("CERTIFICATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER 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, THE TERMS OF THIS AGREEMENT. BY CLICKING "DECLINE" BELOW, YOU INDICATE THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND WILL NOT BE A THAWTE SUBSCRIBER.

ALL REFERENCES TO "THAWTE" IN THIS SUBSCRIBER AGREEMENT SHALL MEAN THAWTE, INC. UNLESS YOU (ON BEHALF OF YOUR ORGANIZATION) ARE LOCATED IN THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF NAMIBIA, THE KINGDOM OF LESOTHO, OR THE KINGDOM OF SWAZILAND, IN WHICH CASE ALL REFERENCES TO "THAWTE" HEREIN SHALL MEAN THAWTE CONSULTING (PTY) LTD.

IF YOU ARE THE CUSTOMER OF A WEB HOST (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOUR WEB HOST IS AUTHORIZED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, INITIATE REVOCATION OF, THE CERTIFICATE ON YOUR BEHALF. YOU MUST ALSO READ AND AGREE TO THIS SUBSCRIBER AGREEMENT BEFORE ACCEPTING OR USING A CERTIFICATE. BY ALLOWING YOUR WEB HOST TO USE THE CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS SUBSCRIBER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, CONTACT THAWTE IMMEDIATELY AT THE TELEPHONE NUMBER SET FORTH IN SECTION 24 BELOW AND THAWTE WILL REVOKE THE CERTIFICATE.

IF YOU ARE A WEB HOST AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A CERTIFICATE, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTION 8.3. IF YOU ARE A WEB HOST AND ARE APPLYING FOR YOUR OWN CERTIFICATE, THIS SUBSCRIBER AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 8.3.

**1. Definitions.** The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified and any reference to the singular includes the plural and vice versa.

"Authenticate" or "Authentication" shall mean the actions a CA takes to confirm that (i) the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application, (ii) the Subscriber's organization does in fact exist, (iii) the Subscriber's organization has authorized the Certificate Application, and (iv) the person submitting the Certificate Application on behalf of the Subscriber is authorized to do so.

"Certification Authority" ("CA") shall mean Thawte or any other Thawte authorized entity, authorized to issue, manage, revoke, and renew Certificates in the Thawte PKI.

"Certificate" as used in this Agreement shall mean a Thawte Code Signing Certificate used by Publishers to digitally sign code (to verify the identity of and to affirm the integrity of code provided by Publishers) for secure delivery over networks.

"Certificate Applicant" is an individual or organization that requests the issuance of a Certificate by a CA, provided, however, that when a Web Host acts on behalf of its customer through the Thawte Reseller portal, such customer shall be deemed the Certificate Applicant.

"Certificate Application" is a request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.

"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 10.

"Device" shall mean any hardware appliance or software application, such as a server load balancer or SSL accelerator, that routes electronic data from one point to other single or multiple point(s) on a network.

"Domain" shall mean a domain name, host name or IP address assigned to a server and/or Device, accessible from the Internet (publicly facing), and owned by the Subscriber of a Code Signing Certificate.

"High Assurance Certificates" shall mean Thawte SSL Web Server or SGC SuperCert certificates that require an organization to provide assurances of the organization's identity 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.

"Registration Authority" ("RA") shall mean an individual and/or entity approved by a CA to perform Authentication, assist Subscribers in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

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

"Relying Party Agreement" shall mean an agreement used by a Certification Authority setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the Thawte Relying Party Agreements that are published in the Repository.

"Repository" shall mean 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.

"Seal" shall mean an electronic image featuring a Thawte mark. When displayed by you on your website, the image indicates to a website visitor that you have purchased Thawte services and when such visitor clicks the image, a splash page is displayed which indicates to the visitor which Thawte services you have purchased and whether that service is still active.

"Server" shall mean a computer or device on a network that manages network resources, including but not limited to a Web, e-mail, file or application server.

"Subject" is the holder of a private key corresponding to a public key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.

"Subscriber" is an organization that owns the equipment or Device that is the Subject of, and that 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; provided, however, that an entity acting as a Web Host that submits a Certificate Application on behalf of its customer and manages the lifecycle processes of such customer's Certificate is not the Subscriber and the Web Host's customer is the actual Subscriber and is ultimately responsible for the Subscriber's obligations under the appropriate Subscriber Agreement.

"Thawte CPS" shall mean the Thawte Certification Practice Statement, as amended from time to time, which may be accessed from the Repository.

"Thawte Intellectual Property Rights" shall have the meaning set forth in Section 10.

"Thawte PKI" shall mean the Thawte public key infrastructure that provides Certificates for individuals and organizations.

"Web Host" shall mean an entity hosting the website of another, such as an Internet Service Provider, a systems integrator, a reseller, a technical consultant, an application service provider, or similar entity.

**2. Description of the Certificate.** This Section sets forth the terms and conditions regarding your application for a Certificate and, if Thawte and/or the RA accepts your Certificate Application, the terms and conditions regarding your use of the Certificate to be issued by Thawte to you as the "Subscriber" of that Certificate. A "Certificate" is a digitally signed message that contains an organization's public key and associates it with information Authenticated by Thawte or a Thawte-authorized entity. Certificates provided under this Subscriber Agreement are issued within the Thawte PKI.

The Certificate for which you have applied on behalf of your organization is a High Assurance Certificate within the Thawte PKI. High Assurance Certificates are issued to Devices to provide authentication; message, software, and content integrity; and confidentiality encryption. High Assurance 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.

**3. Processing the Certificate Application & Re-Issues.** 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, and Thawte will notify you whether your Certificate Application is approved or rejected. Note that Thawte will issue a Certificate only after it has communicated directly, over the telephone, with the corporate contact listed in the Certificate Application. If Thawte is not able to reach the corporate contact, it is the responsibility of the corporate contact to reply to Thawte at the callback telephone number provided. Your failure to respond in a timely manner may delay the approval and issuance of your Certificate Application. If your Certificate Application is approved, Thawte will issue you a Certificate for your use in accordance with this Subscriber Agreement. 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 you a corrected Certificate. Further, Thawte recognizes that, from time to time, you may need to re-issue your Certificate. Thawte shall re-issue your Certificate in accordance with its re-issue policy located in the Thawte CPS and at [www.thawte.com/reissue](http://www.thawte.com/reissue).

**4. Use Restrictions.** 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 Domain and/or organization name other than the one submitted by you 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; (iv) in a manner that transfers control or permits access of the private key corresponding to the public key of the Certificate to anyone other than an employee authorized by the Subscriber (any such transfer to be in a secure manner so as to protect the private key); or (v) for use as control equipment in hazardous circumstances or for uses 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. If you choose to display the Thawte Trusted Site Seal, you must install and display such Seal only in accordance with the Conditions of Use of the Thawte Trusted Site Seal located in the Repository.

**5. Revocation.** If you discover or have reason to believe there has been a Compromise of your private key or the activation data protecting such private key, or the information within the Certificate is incorrect or has changed, or if your organizational name and/or Domain registration has changed, you must immediately notify Thawte and request revocation of the Certificate and you must notify any person that may reasonably be expected by you to rely on or to provide services in support of the Certificate or a digital signature verifiable with reference to the 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. Thawte retains the right to revoke your Certificate at any time without notice if (i) Thawte discovers that the information within your Certificate is no longer valid; (ii) you fail to perform your obligations under the terms of this Subscriber Agreement; or (iii) in Thawte's sole discretion, you have engaged in activities which Thawte determines are harmful to the Thawte PKI.

**6. Obligations Upon Revocation or Expiration.** Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from the Device on which it is installed and shall not use it for any purpose thereafter and, if you have installed a Seal and have not purchased other Thawte services that would permit you to post the Seal, you shall remove such Seal from your Web site.

**7. Third-Party Service Providers.** If you are purchasing a service from Thawte that includes one or more services provided by a third party, Thawte may disclose your Certificate Application and enrollment information to these third party service providers and they may contact you directly regarding their services. You hereby agree to Thawte's disclosure of your Certificate Application and enrollment information to these third party service providers and agree that they may contact you directly regarding their services. For further information on processing of personal data, please see Thawte's Privacy Statement. Unless otherwise stated herein, any terms and conditions for these products shall be provided to you directly by the third party service provider. Thawte disclaims any and all warranties, refuses any and all liability, and shall not provide partial refunds for any service provided by a third party.

## **8. Representations and Warranties.**

**8.1 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 the Repository conform to the Thawte CPS in all material aspects.

**8.2 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) you will inform Thawte if the information you provided or the representations you made to Thawte in your Certificate Application changed or is no longer valid; (iii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iv) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (v) 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; (vi) 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; (vii) you will use your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (viii) you will use your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (ix) 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; and (x) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate; and (xi) you will not monitor, interfere with, or reverse engineer (save to the extent that you can not be prohibited from so doing under applicable law) 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. 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 the information in a digital certificate issued within the Thawte PKI, 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 obligations you might have as a Relying Party under the applicable Relying Party Agreement.

**8.3 Web Host Representations and Warranties.** Web Host represents and warrants to Thawte and anyone who relies on its customer's Certificate that (i) it has the authority of its customer to enter into this Subscriber Agreement on its customer's behalf and to bind its customer to the terms and conditions of this Subscriber Agreement; (ii) it shall procure its customer's compliance with the terms and conditions of this Subscriber Agreement; (iii) any customer information it includes in the Certificate Application shall be the exact information provided to it by such customer; (iv) any of its information in the Certificate Application is accurate and true; (v) no Certificate information it provided (including e-mail address) infringes the intellectual property rights of any third parties; (vi) it has been (since the time of such key's creation) and will remain the only person possessing its customer's private key and any challenge phrase, PIN, software, or hardware mechanism protecting its private key and no unauthorized person has had or will have access to such private key; (vii) it will use its customer's Certificate as set forth hereunder; (viii) it will use its customer's Certificate as a Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (ix) each digital signature created using its customer's private key is its customer's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (x) it will not monitor, interfere with, or reverse engineer (save to the extent that it can not be prohibited from so doing under applicable law) 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. Web Host further represents and warrants that it has sufficient information to make an informed decision as to the extent to which it chooses to rely on the information in a digital certificate issued within the Thawte PKI, that it is solely responsible for deciding whether or not to rely on such information, and that it shall bear the legal consequences of its failure to perform any obligations it might have as a Relying Party under the applicable Relying Party Agreement.

**8.4 Additional Representations and Warranties Applicable to Microsoft Authenticode Code Signing Digital IDs.** You hereby make the following software publisher's pledge to all users and the applicable Certification Authority concerning software that you sign with your Certificate: In addition to the other representations, obligations, and warranties in this Subscriber Agreement, you represent and warrant that you will 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 any third party. In no event shall any CA or Thawte be held responsible for your breach of such representation and warranty. The decision of the applicable CA and Thawte shall be final as to whether (i) you have materially breached this Subscriber Agreement; and (ii) any responsive actions taken (or not taken) by the CA and Thawte were necessary and appropriate.

**9. 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. 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. This Section does not apply to you if you have purchased your Certificate from a Web Host.

**10. Ownership.** Except as otherwise set forth herein, all right, title and interest in and to all Thawte (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 preexisting 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 preexisting 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 (save to the extent that you can not be prohibited from so doing under applicable law). You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

**11. 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 nonrefundable. 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 (i) any agent, representative or employee of any third party that you may use to apply for Thawte's services; or in (ii) 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.

**12. Privacy.** Thawte may place in your Certificate certain information that you provide for inclusion in your Certificate. Thawte may also (i) publish your Certificate and information about its status in Thawte's repository of Certificate information and make this information available to other repositories and (ii) use such information for the purposes set out in this Subscriber Agreement and in the Thawte Privacy Statement, which can be found on Thawte's web site. If you are a Web Host acting on behalf of a customer, you warrant that you have all necessary rights (including consents) to provide customer information to Thawte under this Agreement and in accordance with the Thawte Privacy Statement. You are aware that Thawte may transfer the information you provide in your Certificate Application to Thawte, Inc. in the United States for processing of your Certificate, which by some jurisdictions may be deemed to have inadequate data protection regulations. You hereby agree that Thawte may take each of the actions specified in this Section. For further information on processing of personal data, please our Privacy Statement.

**13. Refund Policy.** If you cancel your purchase before the Certificate has been issued, Thawte will refund you any amount paid, less an administration fee of ten percent (10%). If you cancel your purchase after your Certificate has been issued, Thawte, in its sole discretion, may provide a full refund of the fees paid to Thawte if (i) Thawte has breached a warranty or other material obligation under this Subscriber Agreement; or (ii) your cancellation arises from an error on Thawte's systems where Thawte is not able to rectify the problem. Alternatively, you may choose to receive a new Certificate at no additional charge.

**14. 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 REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. OTHER

THAN THE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN SECTION 8, THAWTE DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM, OR CONDITION THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES THAWTE MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM OR CONDITION 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. 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. 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.

**15. 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 arising from any 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 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 15 will survive any termination or cancellation of this Subscriber Agreement. As a Relying Party, you further 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) 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 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. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS SUBSCRIBER AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAWTE SHALL NOT BE LIABLE FOR (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. 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. 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.** 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 or other matter outside its reasonable control, provided that the party relying upon this Section 17 shall (i) have given the other party prompt written notice thereof and (ii) take all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event described in this Section 17 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

**18. 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, Sudan, North Korea, or Syria 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. WITH RESPECT TO THAWTE SGC SUPERCERT CERTIFICATES, THAWTE IS REQUIRED BY LAW TO REPORT TO THE UNITED STATES GOVERNMENT YOUR COMPANY NAME AND ADDRESS IF YOU ARE A NON-UNITED STATES OR CANADA ENTITY OR INDIVIDUAL PURCHASING THE CERTIFICATE. 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.

**19. 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.

**20. Governing Law.** The parties 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. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subscriber Agreement.

**21. 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 invoke formal legal proceedings. 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.

## **22. Intentionally Left Blank**

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

**24. Notices and Communications.** You will make all notices, demands or requests to Thawte with respect to this Subscriber Agreement in writing to the "Contact" address listed on the website from where you purchased your Certificate, with a copy to: General Counsel - Thawte, 487 E. Middlefield Road, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-426-3400.

**25. Entire Agreement.** This Subscriber Agreement, the Conditions of Use of the Thawte Trusted Site Seal (if you choose to display a Seal), and if you are a Web Host, your Web Host agreement with Thawte, constitute 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.

Thawte Code Signing Certificate Subscriber Agreement Version 3.0