Root Certificate License Agreement

CUSTOMER
Name: _____
Address: _____
_____

CONTRACT NO. _____

CUSTOMER PRINCIPAL CONTACT
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

COMPANY PRINCIPAL CONTACT
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

EFFECTIVE DATE: _____

This Root Certificate License Agreement (the "Agreement") is entered into by and between Symantec and Customer whose offices are set forth above. As used in this Agreement, "Company" means as follows: (a) Symantec Corporation, if you are located in the Americas, Thailand, or Japan; (b) Symantec, Ltd., if you are located in Europe, Middle East, Africa or Asia Pacific (excluding Thailand, Japan, or Australia); and (c) VeriSign Australia Pty Ltd., if you are located in Australia. Please note that Company reserves the right to change the company entity participating in this Agreement by notice to you, as described in this Agreement. Customer and Company may be individually referred to herein as "Party' or collectively as the "Parties".

Customer desires to include VeriSign, Thawte or GeoTrust Root Certificates as roots in certain of Customer's products for its own business use.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

CUSTOMER

SYMANTEC

By: _____
     (Signature)

By: _____
     (Signature)

_____
Name (print)

_____
Name (print)

_____
Title

_____
Title

_____
Date

_____
Date

ROOT CERTIFICATE LICENSE AGREEMENT

1.   DEFINITIONS.

        "Certificate" means a message that, at least, states a name or identifies the issuing Certificate Authority, identifies the subscriber, contains the subscriber's public key, identifies the Certificate's operational period, contains a Certificate serial number, and contains a digital signature of the issuing Certificate Authority.

        "Certificate Authority" or "CA" means a person or entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, Company is the Certificate Authority.

        "Intermediate CA" means a CA Certificate signed by a Root Certificate Intermediate that issues Certificates either to end-entities or other Certificate Authorities, but not both.

        "Products" means all versions of the Customer Product with which the Root Certificates are incorporated (including successor products or any major or minor upgrades thereto).

        "Root Certificate" means a self-signed Certificate issued by a top-level Certificate Authority to itself, which includes such Certificate Authority's public key. The Root Certificates and Root Certificate files to be provided by Company to Customer pursuant to this Agreement are available for download at https://www.verisign.com/support/roots.html, https://www.thawte.com/roots/index.html or https://www.geotrust.com/resources/root-certificates/index.html.

2.   LICENSE.

 Subject to the terms hereunder, Company grants Customer during the term of this Agreement a royalty-free, non-exclusive, non-transferable license to (a) use the Root Certificate for the purposes of testing (without the right to modify);

(b) make copies of Root Certificates provided by Company in order to embed and incorporate them, unmodified and in full, as roots in Products; (c) distribute the Root Certificates as embedded and incorporated in such Products; and (d) use the relevant logos and trademarks of Company during the term of this Agreement solely in Customer's marketing materials, advertisements, product data sheets, product packaging and websites in conjunction with the distribution of the Root Certificates included in Products and as approved by Company. Customer shall not have the right to further distribute the Root Certificates other than as described herein without an additional license grant in a separate writing from Company.

3.   RESTRICTIONS.

 Customer shall not: (a) modify or create any derivative works of Root Certificates; (b) assign, sublicense, sell, rent, or lease Company's root keys or Root Certificates; (c) use such Root Certificates except as expressly permitted under this Agreement; (d) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels provided in the Root Certificates; or (e) certify, or cause a third party to certify, the public key contained in the Root Certificates by issuing or creating a Certificate containing such public key. If Company updates its Root Certificates, Company shall post the current Root Certificates on its corporate web site at the URL provided to Customer for downloading the original Root Certificates. Customer shall be responsible for periodically checking the Company web site at the applicable URL for updates to the Root Certificates. When Customer becomes aware of updates, Customer shall include the updated Root Certificates in the Products, if applicable, and discontinue all copying and use of the Root Certificates replaced by such updated Root Certificates. Inclusion of a Root Certificate in a Product may be accomplished by embedding the Root Certificate either within the Product or a patch or update to the Product. Any updates to the

Root Certificates are incorporated into and subject to the terms of this Agreement.

4.   CUSTOMER'S OBLIGATIONS.

4.1.   Embedding Root Certificates in Products. To the extent Customer incorporates any of the Root Certificates into its Products, Customer shall include the most current Root Certificates available from Company unmodified and in full or as a patch or update as roots in Products during the term of this Agreement.

4.2.   Customer Contact. Customer shall appoint at least one individual as the administrative contact designated to address any Root Certificate issues and shall provide the contact information for such individual to rootlicensing@verisign.com.

4.3   Root Key Compromise. In the event Customer becomes aware of or suspects any event that diminishes the integrity of Company's data or public key system ("Compromise"), Customer shall immediately notify Company at security@verisign.com of such Compromise, and take reasonable steps to assist and cooperate with Company to remedy the Compromise.

4.4   Modification of Agreement. In the event that Company modifies the terms of use of the Root Certificates for all end users, Company shall post the modified terms for the Agreement on the Company corporate website. Customer shall be responsible for periodically checking the Company web site at the applicable URL for modifications to the Agreement. Such modifications shall be effective and binding on Customer within thirty (30) days of Company posting such modifications to its website, unless Customer contacts Company and terminates the Agreement.

5.   CONFIDENTIALITY.

5.1.   Confidential Information. "Confidential Information" means the terms of this Agreement, the root private keys corresponding to the public key in a Root Certificate, and any confidential, trade secret, or other proprietary information

disclosed by one party to the other under this Agreement, except for information that: (i) is public knowledge at the time of disclosure, (ii) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (iii) is independently developed by the receiving party by persons without access to Confidential Information of the disclosing party.

5.2.   Protection of Confidential Information. The receiving party shall: (i) not disclose the Confidential Information to any third party, (ii) not use the Confidential Information except for purposes of performing this Agreement, and (iii) take steps consistent with its protection of its own confidential and proprietary information (but in no event exercise less than reasonable care) to prevent unauthorized disclosure of the Confidential Information. Each party acknowledges that breach of this Section 5 may cause irreparable harm to the disclosing party entitling the disclosing party to injunctive relief, among other remedies.

5.3.   Mutual Cooperation. Each party will notify and cooperate with the other party in enforcing the disclosing party's rights if such party becomes aware of a threatened or actual violation of the confidentiality requirements of this Section 5. Each party shall have confidentiality agreements with its employees, agents or independent contractors sufficient in scope to fulfill its confidentiality obligations under this Agreement.

6.   INTELLECTUAL PROPERTY.

Customer acknowledges that Company, including its wholly owned subsidiaries, retains all Company's intellectual property rights and title (including any patent, copyright, trademark, trade secret, and other rights) in and to the Root Certificates, the public and private keys corresponding to such Root Certificates ("Company Intellectual Property"). This Agreement does not give Customer any

intellectual property rights in the Company Intellectual Property except for the license granted in Section 2. To the extent Customer uses Company's trademarks or logos as permitted herein, Customer agrees to comply with all usage requirements set forth in the then current version of Company's Logo and Trademark Usage Guide and any other guides and procedures of Company.

7.   NO WARRANTIES.

THE ROOT CERTIFICATES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY FURTHER DISCLAIMS ANY WARRANTY FOR ANY OUTDATED ROOTS THAT ARE REPLACED BY UPDATED ROOTS MADE AVAILABLE BY COMPANY.

8.   LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER WILL TAKE REASONABLE MEASURES TO INSURE THAT THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING SENTENCE OF THIS SECTION 8 ARE INCORPORATED INTO ANY AGREEMENT BETWEEN CUSTOMER AND ITS CUSTOMERS OR LICENSEES. COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES CAUSED BY CUSTOMER'S OR A THIRD PARTY'S CONTINUED USE OF ANY OUTDATED ROOTS FOR WHICH AN

UPDATED VERSION IS MADE AVAILABLE BY COMPANY. FURTHER, UNDER NO CIRCUMSTANCES WILL COMPANY'S LIABILITY FOR ANY ACTION OR CLAIM EXCEED USD$1,000, REGARDLESS OF WHETHER SUCH ACTION OR CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

9.   TERM AND TERMINATION.

9.1.   Term. This Agreement shall become effective as of the Effective Date and shall remain in effect for one (1) year thereafter ("Original Term"). This Agreement shall be extended for an additional one (1) year term ("Renewal Term") following the expiration of the Original Term or any Renewal Term thereafter unless either party provides notice of non-renewal at least ninety (90) days prior to the end of the Original Term or any Renewal Term.

9.2.   Termination for Default/Insolvency. Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party or within forty-eight (48) hours after receipt of such notice if a breach by Customer may compromise the security of the VeriSign Trust Network or other system. This Agreement shall terminate upon the election of and notice from a party to the other if the other party is adjudged insolvent or bankrupt, or the institution of any proceedings by or against the other party seeking relief, reorganization, or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator, or trustee of any of the other party's property or assets, or the liquidation, dissolution, or winding up of the other party's business.

9.3.   Effect of Expiration or Termination. With respect to versions of Products made commercially available by Customer after the expiration or termination of this Agreement, upon such expiration or termination, Customer shall stop

making copies of Root Certificates, shall stop including Root Certificates in Products, shall stop distributing Products containing Root Certificates, and shall stop using Company's logos and trademarks. The provisions of Sections 3, 4.3, 5, 6, 7, 8, 9.3, and 10 shall survive termination of this Agreement.

10.   GENERAL.

10.1.   Governing Laws. 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.

10.2.   Binding Upon Successors; Assignment. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto. Notwithstanding the foregoing, neither party is entitled to assign its rights or obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed. Any such purported assignment of this Agreement without obtaining written consent shall be void and of no effect.

10.3.   Severability; Enforcement; No Waiver. The unenforceability of any provision or provisions of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The failure of a party, at any time or from time to time, to

require performance of any obligations of the other party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.

10.4.   Entire Agreement; Amendments; Waivers. This Agreement constitutes the entire understanding and agreement of the parties, whether written or oral, with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings between the parties. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by writing signed by the parties to be bound thereby.

10.5.   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 make to Company of an ultimate destination of Products, software, hardware, or technical data (or portions thereof) supplied by Company ("Company Technology") and, notwithstanding anything contained in this Agreement to the contrary, you will not (a) modify, export, or re-export, either directly or indirectly, any Company 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; (b) provide Company Technology to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists; or (c) export or re-export Company Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. Company shall have the right

to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to you, if you fail to comply with this provision.

10.6.   Notices. You will make all notices, demands or requests to Company with respect to this Agreement in writing to the "Contact" address listed on the website from where you downloaded your Certificate, with a copy to: General Counsel – Legal Department, Symantec Corporation, 350 Ellis Street, Mountain View, California 94043, USA. Notices shall be effective on the date received (unless the notice specifies a later date) only if it is sent by a courier service that confirms delivery in writing or if sent by certified or registered mail, postage prepaid, return receipt requested. Company may post notices and updates regarding the Agreement or the Root Certificates at the URL provided to Customer for the Root Certificates. Customer shall be responsible for periodically checking the Company web site at the applicable URL for notices from Company regarding the Agreement or the Root Certificates. No notices, demands, or requests to Company with respect to this Agreement may be delivered by electronic mail. Customer shall immediately notify Company of any legal notices served on them that might affect Company, and shall promptly forward the original or a copy of such notice to Company.

10.7.   Independent Parties. The relationship of Company and Customer is that of independent contractors. Neither party nor its employees, consultants, contractors, or agents are agents, employees, or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation.