

**Oracle® Hospitality Enterprise Back Office
Licensing Information User Manual**
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Oracle® Hospitality Enterprise Back Office
Licensing Information User Manual
Version 8.5.0

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This document does not address infrastructure technology requirements.

2 Licensing Information

This chapter provides the following licensing information for Enterprise Back Office:

- Description of products.
- Prerequisite products.
- Entitled products and restricted use licenses.

Prerequisite products, entitled products, and restricted use licenses do not apply to Oracle Hospitality Cloud products.

Hospitality Product	Subproduct	Licensing Information
Oracle Hospitality Enterprise Back Office	Oracle Hospitality Reporting and Analytics Part number: MM-LICENSE	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for on-premises deployments of Oracle Hospitality Reporting and Analytics.</p> <p><u>Prerequisite Products</u> A license to use the following product is a prerequisite to license and use Oracle Hospitality Reporting and Analytics:</p> <ul style="list-style-type: none"> • Oracle Hospitality Technology Foundation for Food & Beverage <p><u>Entitled Products and Restricted Use Licenses</u> A license for Reporting and Analytics contains a restricted-use license for Pentaho. Use of Pentaho is limited to use with Reporting and Analytics and may not be used or deployed for other purposes.</p>
	Oracle Hospitality Forecasting and Budget Part number: MM-FORECASTING	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for on-premises deployments of Oracle Hospitality Forecasting and Budget.</p> <p><u>Prerequisite Products</u> A license to use one of the following products is a prerequisite to license and use Oracle Hospitality Forecasting and Budget:</p> <ul style="list-style-type: none"> • Oracle Hospitality Reporting and Analytics • Oracle Hospitality Symphony Foundation <p><u>Entitled Products and Restricted Use Licenses</u> N/A</p>

Hospitality Product	Subproduct	Licensing Information
	Oracle Hospitality Inventory Management Part number: MYINV-LICENSE	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for on-premises deployments of Oracle Hospitality Inventory Management.</p> <p><u>Prerequisite Products</u> A license to use one of the following products is a prerequisite to license and use Oracle Hospitality Inventory Management:</p> <ul style="list-style-type: none"> • Oracle Hospitality Reporting and Analytics • Oracle Hospitality Symphony Foundation <p><u>Entitled Products and Restricted Use Licenses</u> N/A</p>
	Oracle Hospitality Labor Management Part number: MYLABOR-LICENSE	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for on-premises deployments of Oracle Hospitality Labor Management.</p> <p><u>Prerequisite Products</u> A license to use one of the following products is a prerequisite to license and use Oracle Hospitality Labor Management:</p> <ul style="list-style-type: none"> • Oracle Hospitality Reporting and Analytics • Oracle Hospitality Symphony Foundation <p><u>Entitled Products and Restricted Use Licenses</u> N/A</p>
	Oracle Hospitality Labor Management Interface Part number: L105276	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for developer resources for extending on-premises deployments of Oracle Hospitality Labor Management.</p> <p><u>Prerequisite Products</u> A license to use one of the following products is a prerequisite to license and use Oracle Hospitality Labor Management Interface:</p> <ul style="list-style-type: none"> • Oracle Hospitality Labor Management • Oracle Hospitality Symphony Foundation <p><u>Entitled Products and Restricted Use Licenses</u> N/A</p>

Hospitality Product	Subproduct	Licensing Information
Oracle Hospitality Gift and Loyalty	Oracle Hospitality Gift and Loyalty Part number: CRM-GPLC-LICENSE	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for on-premises deployments of Oracle Hospitality Gift and Loyalty.</p> <p><u>Prerequisite Products</u> A license to use one of the following products is a prerequisite to license and use Oracle Hospitality Gift and Loyalty:</p> <ul style="list-style-type: none"> • Oracle Hospitality Reporting and Analytics • Oracle Hospitality Symphony Foundation • Microsoft SQL Server 2008 R2 <p><u>Entitled Products and Restricted Use Licenses</u> N/A</p>
	Oracle Hospitality Segmentation and Exports Part number: CRM-SEGMENTATION-LICENSE	<p><u>Product Editions and Permitted Features</u> This license provides a perpetual license for on-premises deployments of Oracle Hospitality Segmentation and Exports.</p> <p><u>Prerequisite Products</u> A license to use the following product is a prerequisite to license and use Oracle Hospitality Segmentation and Exports:</p> <ul style="list-style-type: none"> • Oracle Hospitality Gift and Loyalty <p><u>Entitled Products and Restricted Use Licenses</u> N/A</p>
Oracle Hospitality Enterprise Back Office Cloud Services	Oracle Hospitality Reporting and Analytics Advanced Cloud Service Part number: B81489	This subscription provides access to all Oracle Hospitality Reporting and Analytics functionality on an instance hosted by Oracle Cloud Service.
	Oracle Hospitality Reporting and Analytics Standard Cloud Service Part number: B81488	This subscription provides access to a limited set of reporting and administration functionality for Oracle Hospitality Reporting and Analytics on an instance hosted by Oracle Cloud Service.
	Oracle Hospitality Forecasting and Budget Cloud Service Part number: B81490	This subscription provides access to forecasting functionality and budgeting functionality in Oracle Hospitality Enterprise Back Office.

Hospitality Product	Subproduct	Licensing Information
	Oracle Hospitality Inventory Management Cloud Service Part number: B81492	This subscription provides access to Master Data, Recipe Management, Ordering, Receiving, Invoicing, Transfer, Waste, Inventory counts, Production Tool, and so on in Oracle Hospitality Inventory Management through Oracle Hospitality Reporting and Analytics on an instance hosted by Oracle Cloud Service.
	Oracle Hospitality Labor Management Cloud Service Part number: B81493	This subscription provides access to human resources tools, employee management, labor scheduling, and payroll preprocessing functionality in Oracle Hospitality Labor Management on an instance hosted by Oracle Cloud Service. Certain functionality, such as labor requirements calculations, can depend on an Oracle Hospitality Forecasting and Budget Cloud Service license.
	Oracle Hospitality Labor Management Interface Cloud Service Part number: B86465	This subscription provides access to Labor Management Web Services to import, update, and export Human Resources Employee information as well as importing a schedule into Oracle Hospitality Labor Management on an instance hosted by Oracle Cloud Service.
	Oracle Hospitality Additional Storage Cloud Service Part number: B81494	This subproduct extends the standard data retention period by an additional 12 months for Oracle Hospitality Reporting and Analytics Advanced Cloud Service, Oracle Hospitality Inventory Management Cloud Service, Oracle Hospitality Labor Management Cloud Service, and Oracle Hospitality Gift and Loyalty Advanced Cloud Service.
Oracle Hospitality Customer Gift and Loyalty Cloud Services	Oracle Hospitality Gift and Loyalty Advanced Cloud Service Part number: B81487	This subscription provides access to all Oracle Hospitality Gift and Loyalty functionality on an instance hosted by Oracle Cloud Services.
	Oracle Hospitality Gift and Loyalty Standard Cloud Service Part number: B81486	This subscription provides access for the configuration of one basic gift card and one basic loyalty program in Oracle Hospitality Gift and Loyalty on an instance hosted by Oracle Cloud Services.

Hospitality Product	Subproduct	Licensing Information
	Oracle Hospitality Sports and Entertainment Gift and Loyalty Advanced Cloud Service Part number: B83741	This subscription provides access to an Oracle Hospitality Gift and Loyalty instance hosted by Oracle Cloud Services for the Sports and Entertainment industry.
	Oracle Hospitality Segmentation and Exports Cloud Service Part number: B81491	This subscription provides access to market segmentation and campaigning functionality for Oracle Hospitality Gift and Loyalty on an instance hosted by Oracle Cloud Services.
Oracle Hospitality Technology Foundation for Food & Beverage	Oracle Hospitality Technology Foundation for Food & Beverage - POS Client Perpetual Part Number: L101237	<p><u>Product Editions and Permitted Features</u> Base product purchased once to use with one or more of the prerequisite products.</p> <p><u>Prerequisite Products</u> A license to use the following product is a prerequisite to license and use Oracle Hospitality Technology Foundation for Food & Beverage:</p> <ul style="list-style-type: none"> • Oracle Hospitality Reporting and Analytics <p><u>Entitled Products and Restricted Use Licenses</u> A license for Oracle Hospitality Technology Foundation for Food & Beverage contains restricted-use licenses for its components:</p> <ul style="list-style-type: none"> • Oracle Database Enterprise Edition • Oracle Database Enterprise Edition options: RAC, RAC One Node, Active Data Guard, Partitioning, Advanced Security, Label Security, Database Vault • Database Enterprise Management: Diagnostics Pack, Tuning Pack • WebLogic Suite • Identity and Access Management Suite Plus • Business Intelligence Suite Extended Edition • SOA Suite for Oracle Middleware • Berkeley DB - Transactional Data Store • Berkeley DB - Concurrent Data Store • Mobile Application Framework <p>The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Food & Beverage Programs. New</p>

Hospitality Product	Subproduct	Licensing Information
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Third-Party Notices and/or Licenses

Commercial Software

Subproduct or Service	Component(s)	Licensing Information
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Inventory Management	Dart PowerTCP FTP for .NET Dart Communication s Version 4.6	http://www.dart.com/ftp-net-control-api-library.aspx Copyright (c) 2015 Dart Communications You may obtain a copy of the License at http://www.dart.com/eula.aspx A copy of the License is below: DARTCOM INCORPORATED END USER LICENSE AGREEMENT (EULA)
Inventory Management	Dart PowerTCP SSH and SFTP for .NET Dart Communication s Version 4.6	http://www.dart.com/sftp-ssh-ftp-library-api.aspx Copyright (c) 2015 Dart Communications You may obtain a copy of the License at http://www.dart.com/eula.aspx A copy of the License is below: DARTCOM INCORPORATED END USER LICENSE AGREEMENT (EULA)

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		A copy of the License is below: InstallShield® End-User License Agreement
Enterprise Maintenance Services	Infragistics NetAdvantage Infragistics Version 2004 Volume 2	http://www.infragistics.com/
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Inventory Management	Infragistics NetAdvantage Infragistics Version 2010.3	http://www.infragistics.com/
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Portal, Posting, Gift and Loyalty, Labor Management	JavaMail API Oracle Corporation Version 1.3.3	http://www.oracle.com/technetwork/java/javasebusiness/downloads/java-archive-downloads-eeplat-419426.html#javamail-1.3.3-fr-oth-JPR Copyright (c) 2013 Oracle Corporation You may obtain a copy of the License at http://download.oracle.com/otn-pub/java/licenses/OTN_JavaEE_Legacy_Binary-Code-License_30Jan2012.txt?AuthParam=1437417802_404b10b85b0d4333ba033be64cb426c0 A copy of the License is below: Oracle Binary Code License Agreement for Java SE and JavaFX Technologies
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Portal, Posting, Labor Management	JavaMail API Oracle Corporation Version 1.4.4	http://www.oracle.com/technetwork/java/javasebusiness/downloads/java-archive-downloads-eeplat-419426.html#javamail-1.4.4-oth-JPR Copyright (c) 2013 Oracle Corporation You may obtain a copy of the License at http://download.oracle.com/otn-pub/java/licenses/OTN_JavaEE_Legacy_Binary-Code-License_30Jan2012.txt?AuthParam=1437417802_404b10b85b0d4333ba033be64cb426c0 A copy of the License is below: Oracle Binary Code License Agreement for Java SE and JavaFX Technologies
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Inventory Management	SharpShooter Reports Enterprise Perpetuum Software Version 7.0.1.8	http://www.perpetuumsoft.com/SharpShooter-Reports-Enterprise.aspx Copyright (c) 2013 Perpetuum Software A copy of the License is below: SharpShooter Reports End User License Agreement
Mobile Solutions	SQL Server Compact Microsoft Corporation Version 3.5 SP2 (3.5.8080.0)	http://www.microsoft.com/en-us/download/details.aspx?id=5783 A copy of the License is below: MICROSOFT SOFTWARE LICENSE TERMS - MICROSOFT SQL SERVER COMPACT 3.5 WITH SERVICE PACK 2
Portal, Gift and Loyalty	thawte thawte	https://www.thawte.com/ A copy of the License is below: Thawte Code Signing Certificate Subscriber Agreement

Portal	Pentaho BI Suite Enterprise Edition http://www.pentaho.com/	
	Pentaho Version 4.5	In order to install Pentaho licenses on the server follow the steps 1 through 5 below:-
		<ol style="list-style-type: none">1. Create a folder to store latest license in the server.2. Open command prompt and navigate to enterprise-console home directory (in this case it was E:\Pentaho\enterprise-console)3. Assuming that licenses are stored in E:\Pentaho\licenses folder, run the following commands to install licenses:<ol style="list-style-type: none">i. install_license.bat install "E:\Pentaho\licenses\Pentaho Analysis Enterprise Edition.lic"ii. install_license.bat install "E:\Pentaho\licenses\Pentaho PDI Enterprise Edition.lic"iii. install_license.bat install "E:\Pentaho\licenses\Pentaho Dashboard Designer.lic"iv. install_license.bat install "E:\Pentaho\licenses\Pentaho BI Platform Enterprise Edition.lic"4. After successful installation, you can find installedLicenses.xml file in c:\pentaho5. Restart BI server and Enterprise Console (if needed)

Open Source Software

Hospitality Product(s)	Component(s)	Licensing Information
Portal, Labor Management	Office 2000 COM Add-In Written in Visual ++ Microsoft Corporation	https://support.microsoft.com/en-us/kb/230689 Copyright (c)1999 Microsoft Corporation
Portal, Labor Management	InstallShield InstallScript: NT Services Mike Hegyi <mikeh@epicsys.com> - Original Stephan Hagedorn <shagedorn@dspace.de> - Revisions Alan F. Barksdale <afbarksd@ingr.com> - Extensions Giorgio Cognigni <giocogni@hotmail.com> - IS3 Support Troy Engel <tengel@abtcorp.com> - Rewrite, Extensions Version 1.05	http://www.installsite.org/pages/en/isp_svc.htm You may obtain a copy of the License at http://www.installsite.org/pages/en/license.htm . A copy of the License is below: InstallSite License Agreement
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Portal, Labor Management	MenuPrivilegeTag Amarda Business Systems Ltd. Version 1.0	Code written 8/10/2004. Company dissolved.
Portal, Labor Management	RowTag Amarda Business Systems Ltd. Version 1.0	Code written 1/13/2003. Company dissolved.
Portal, Labor Management	Date-picker JS Internet.com	<p data-bbox="889 806 1503 869">http://web.archive.org/web/20060104091021/http://javascript.internet.com/calendars/date-picker.html#source</p> <p data-bbox="889 921 1333 1031">Original: James O'Connor (joconnor@nordenterprises.com) Web Site: http://nordenterprises.com</p> <p data-bbox="889 1083 1484 1161">Original: Kedar R. Bhave (softricks@hotmail.com) Web Site: http://www.softricks.com</p> <p data-bbox="889 1171 1503 1249">This script and many more are available free online at</p> <p data-bbox="889 1255 1235 1333">The JavaScript Source!! http://javascript.internet.com</p> <p data-bbox="889 1375 1503 1453">modifications and customizations to work with the "overLIB" library:</p> <p data-bbox="889 1459 1398 1642">Author: James B. O'Connor (joconnor@nordenterprises.com) Web Site: http://www.nordenterprises.com developed for use with http://home-owners-assoc.com</p> <p data-bbox="889 1659 1503 1898">Note: while overlib works fine with Netscape 4, this function does not work very well, since portions of the "over" div end up under other fields on the form and cannot be seen. If you really want to use this with NS4, you'll need to change the positioning in the overlib() call to make sure the "over" div gets positioned away from all other form fields</p>

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Streaming API for XML (JSR-173) for Java™ Specification ("Specification")

Version: 1.0

Status: FCS

Release: [insert date]

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Last updated: July 7th, 2015

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- Put our DHTML scripts in any other types of medium for direct redistribution, such as a CD-ROM that consists of, but not limited to, webmaster codes and web graphics.

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The credit notice of each script appears between the <script> tag, such as:

```
/******
```

```
* Dynamic Countdown script- (c) Dynamic Drive (http://www.dynamicdrive.com)
```

```
* Please keep this notice intact
```

```
* Visit http://www.dynamicdrive.com/ for this script and 100s more.
```

```
*****/
```

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Users agree not to hold Dynamic Drive liable for any damages resulted from proper or improper use of any of the scripts found on Dynamic Drive. Use at your own risk.

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Enhydra PUBLIC LICENSE

Version 1.1

1. Definitions

This license is a union of the following two parts that should be found as text files in the same place (directory), in the order of preeminence:

[1] This file itself, named EPL.html

[2] The contents of the file opl.html, stating the general licensing policy of the software.

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In case of conflicting dispositions in the parts of this license, the terms of the lower-numbered part will always be superseded by the terms of the higher numbered part.

3. Lutris Technologies, Inc. is License Author

For the purposes of this License the "License Author" defined in section 1.13 of OPL.html shall be Lutris Technologies, Inc., 1200 Pacific Ave., Santa Cruz, CA. 95060. (<http://www.lutris.com>)

4. Section 11 of the OPL.html:

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8. Section 1.10 of OPL

The following shall be added to section 1.10: "Original Code" shall include, but is not limited to, all the files in the Java packages in coveredCode.html.

9. Section 3.2 of OPL 1.0

As used in section 3.2 of the OPL "Contact Means" shall mean the email address info@lutris.com

expat - XML Parser Toolkit

Version 1.2

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This is a production version of expat. Relative to expat 1.1, it adds support for parsing external DTDs and parameter entities. Compiling with `-DXML_DTD` enables this support. There's a new `-p` option for `xmlwf` which will cause it to process external DTDs and parameter entities;

this implies the `-x` option. See the comment above `XML_SetParamEntityParsing` in `xmlparse.h` for the API addition that enables this.

Expat is an XML 1.0 parser written in C. It aims to be fully conforming. It is currently not a validating XML processor. The current production version of expat 1.X can be downloaded from <ftp://ftp.jclark.com/pub/xml/expat.zip>.

Development of expat 2.0 is being handled by a team led by Clark Cooper, hosted by sourceforge.net. See <http://expat.sourceforge.net> for the latest on expat 2.0.

The directory `xmlltok` contains a low-level library for tokenizing XML. The interface is documented in `xmlltok/xmlltok.h`.

The directory `xmlparse` contains an XML parser library which is built on top of the `xmlltok` library. The interface is documented in `xmlparse/xmlparse.h`. The directory `sample` contains a simple example program using this interface; `sample/build.bat` is a batch file to build the example using Visual C++.

The directory `xmlwf` contains the `xmlwf` application, which uses the `xmlparse` library. The arguments to `xmlwf` are one or more files which are each to be checked for well-formedness. An option `-d dir` can be specified; for each well-formed input file the corresponding canonical XML will be written to `dir/f`, where `f` is the filename (without any path) of the input file. A `-x` option will cause references to external general entities to be processed. A `-s` option will make documents that are not standalone cause an error (a document is considered standalone if either it is intrinsically standalone because it has no external subset and no references to parameter entities in the internal subset or it is declared as standalone in the XML declaration).

The `bin` directory contains Win32 executables. The `lib` directory contains Win32 import libraries.

Answers to some frequently asked questions about expat can be found in the expat FAQ.

GNU General Public License

Version 2, June 1991

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_____iii) If you have licensed InstallShield Professional Concurrent Licenses, InstallShield Premier Concurrent Licenses or InstallShield Standalone Build Concurrent Licenses, the standalone build component of the Software may be installed and used on any machines residing on your premises. The number of machines that may use the Software concurrently at any time will be governed by the number of concurrent licenses specified on the original invoice. All machines using the standalone build component of the Software must have the ability to communicate with a license server to be authorized to use the Software.

_____iv) If you have licensed the InstallShield Standalone Build Node-Lock Software, You may install and use one copy of the Software on a single computer residing on your premises only for your internal business purposes.

For the avoidance of doubt, if the Software is installed or accessed through a network, in any form, You must purchase additional licenses for each user that accesses the Software through the network.

You may make one back up and/or archival copy of the Software.

2. Restrictions on Use of Software. You may not (a) make the Software available for use by others in any service bureau or similar arrangement; (b) use or apply the Try and Die or Try and Buy functionality for the benefit of any software products which are not owned by you; (c) distribute, sublicense, transfer, or lend the Software to any third party; or (d) disassemble or reverse engineer (except in European Union countries, to the extent allowed by law) the Software. You may copy the Software solely for backup/archival purposes, provided that you include all copyright and similar rights notices. Licensor (or its licensor) retains all right, title, and interest in the Software (and in all copies). Unauthorized copying and modification of the Software is not permitted.

You acknowledge that the Software does or will contain license management functionality, including but not limited to node-locking, user counting, expiring licenses, silent activations (with or without user intervention) and the like. Licensor asserts that its use of such license management functionality is generally limited to ensuring adherence to its license agreements/models and not generally for purposes of “self-help.”

3. InstallShield MSI Tools. If you have licensed InstallShield Premier Node-Locked License or InstallShield Premier Concurrent Licenses, the InstallShield MSI Tools (InstallShield MSI Grep, InstallShield MSI Diff, InstallShield MSI Query, and InstallShield MSI Sleuth) that are shipped as part of the InstallShield Premier Edition may be installed, reproduced and used on up to five (5) computers residing on your premises, and a copy of the MSI tools may be shared on a common build/test machine on your premises.

4. Upgrades. If the Software is an upgrade or update to a previous version of the Software, You must possess a valid license to such previous version in order to use such upgrade or update. After You install such update or upgrade, You may continue to use any such previous version in (and the upgrade or update) accordance with its end-user license agreement only if, (a) the previous versions or copies thereof are not transferred to another party or machine unless all copies of the update or upgrade are also transferred to such party or machine and (b) You acknowledge that any obligation Licensor may have to support the previous version(s) may be ended upon the availability of the upgrade or update. Upgrades and updates may be licensed to you by Licensor with additional or different terms.

5. Redistributable Files. The Software component parts may not be separated for use on more than one computer, except as set forth in this Agreement. You may copy the files specifically identified in the documentation as “redistributables” and redistribute such files to your end users of your products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) you grant your end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of your products and not to distribute them further. You will reproduce with the redistributables all applicable trademarks and copyright notices that accompany the Software, but you may not use Licensor’s name, logos or trademarks to market your products.

6. Limited Warranty and Disclaimer of Warranty. Licensor warrants that:

- a. it has the right and authority to grant the rights described in this Agreement, and;
- b. the Software, as provided, will substantially perform the functions described in the documentation when operated in the intended environment for a period of ninety (90) days from the date of delivery (the "Warranty Period").

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensor does not warrant that the Software will (a) achieve specific results, (b) operate without interruption, or (c) be error free.

7. Ownership. This Agreement does not convey to you any rights of ownership in the Software. All right, title, and interest in the Software and in any ideas, know-how, and programs which are developed by Licensor in the course of providing any technical services, including any enhancements or modifications made to the Software, shall at all times remain the property of Licensor or its licensor. You acknowledge and agree that the Software is licensed, not sold. You shall not permit the Software to be accessed or used by anyone other than your employees whose duties require such access or use.

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For the avoidance of doubt, transfers which are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more than frequently than annually.

9. Limitation of Remedy and Liability. During the Warranty Period, in the event of any breach of the warranty outlined in Section 6b above, Licensor's (and its suppliers), entire liability and your exclusive remedy will be, at Licensor's option, to either, repair or replace the defective Software.

NEITHER LICENSOR NOR ITS LICENSOR, IF ANY, SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGE TO SYSTEMS OR DATA, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES THAT YOU HAVE PAID.

For Users within Europe, the Middle East or Africa, No person who is not a party to this Agreement shall be entitled to enforce any terms of the same under the Contracts (Rights of Third Parties) Act 1999.

LICENSOR DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

10. Maintenance Services. If ordered by you and upon payment of the applicable fee, you are entitled to receive technical support services, including corrections, fixes and enhancements to the Software as such are made generally available (the "maintenance services") from Licensor in accordance with Licensor's then-current maintenance terms for the applicable maintenance level purchased by you.

Maintenance services will not include any releases of the Software which Licensor determines to be a separate product or for which Licensor charges its customers extra or separately.

11. Dual-Media Software. You may receive the Software in more than one medium (electronic and on a CD, for example). Receipt of the Software in more than a single manner (electronic or on a CD, for example) does not expand the license rights granted to you hereunder. Your use of the Software is limited to the number of licenses that you have acquired overall, regardless of number or type of media on which it has been provided.

12. U.S. Government Restricted Rights. The Software and Documentation are provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R 227.2702, as applicable or successor provisions. The manufacturer is Flexera Software, Inc., 1000 East Woodfield Road, Suite 400, Schaumburg, Illinois 60173.

13. U.S. Export Restrictions. You will fully comply with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders ("Export Controls"). You warrant that you are not a person, company or destination restricted or prohibited by Export Controls ("Restricted Person"). You will not, directly or indirectly, export, re-export, divert, or transfer the Software, any portion thereof or

any materials, items or technology relating to Licensor's business or related technical data or any direct product thereof to any Restricted Person.

14. Termination. Your license may be terminated by Licensor if (a) you fail to make payment and/or (b) you fail to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. In the event of termination, you must cease using the Software, destroy all copies of the Software (including copies in storage media) and certify such destruction to Licensor. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, you relinquish all rights granted under this Agreement.

15. Relationship of Parties. You and Licensor are independent parties. Nothing in this Agreement shall be construed as making you an employee, agent or legal representative of Licensor.

16. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

17. Controlling Law. For users in Japan, this Agreement will be governed by the laws of Japan; for users in Europe, Middle East, or Africa, this Agreement will be governed by the laws of England and Wales and you submit to the jurisdiction of the courts of England and Wales; for users outside the countries listed above, this Agreement will be governed by the laws of California, USA, excluding conflicts of law. This Agreement is not subject to the United Nations Convention on Contracts for the Sale of Goods.

18. Company Name. Licensor may include your company name in a list of Licensor customers.

19. Payment Terms/Shipments. For users in Japan, all fees are in non-refundable Japanese Yen. For users in Europe, Middle East or Africa, all fees are in the currency outlined in the quote/invoice and are non-refundable. For users in any region not outlined, all fees are in non-refundable US Dollars.

Fees are due within 30-days of the date of the invoice. If you have ordered Maintenance services you may renew the applicable services for the Software for the next annual period for the amount specified on the original invoice for the Software. All shipments of any media will be FOB Origin.

20. Taxes. All fees do not include taxes. If Licensor is required to pay any sales, use, GST, VAT, or other taxes in connection with your order, other than taxes based on Licensor's income, such taxes will be billed to and paid by you.

You will make all payments of fees to Licensor free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Licensor will be Your sole responsibility and consequently the amount of such fees will be increased such that the net fee

received by Licensor will be the same as if such withholding taxes were not imposed, and You will provide Licensor with official receipts issued by the appropriate taxing authority, or such other evidence as the Licensor may reasonably request, to establish that such taxes have been paid.

21. **Verification/Audits.** On Licensor's reasonable request, You will furnish Licensor with a signed statement confirming whether the Software is being used by You in accordance with this Agreement. Further during the term of this Agreement and for one (1) year thereafter, Licensor may, upon five (5) business days advance written notice to You, audit You for the purpose of verifying Your compliance with this Agreement. You understand and agree that the audit may take place in person or Licensor may use technological means to perform such audit. You agree to provide Licensor will all reasonable assistance required hereunder.

22. **Usage Data.** You understand that Licensor may utilize technology which gathers information about Your computer system, however, such data is used solely for the purpose of understanding machine types and other system-oriented information and does not contain any personally identifiable information of You.

23. **Use of Try and Die Functionality.** If you have licensed the Premier edition of the Software, you may internally access and use the functionality labeled "Try and Die" solely for the purposes of applying the Try and Die functionality processes and/or restrictions to your products and distributing such products to your end users for their trial purposes for a pre-determined period of time. Notwithstanding the foregoing, you agree that the total revenue from your products utilizing the Try and Die functionality will not exceed US\$10,000,000. For the avoidance of doubt, each product which is managed by a unique product version key/packaging license is considered to be a separate product hereunder. A product version key/packaging license identifies a protected trial product and allows the end user to unprotect, unpack and use a protected product. For the avoidance of doubt, the foregoing limitations apply only to your use of the Try and Die functionality and not your use of the Software in general.

24. **Activation Capabilities.** For existing users of the InstallShield Activation Service, should you elect to access and use the InstallShield Activation Service (which can only be used in conjunction with the Try and Buy functionality of the product), the terms and conditions at <http://www.installshield.com/products/installshield/activation-service/info/agreement.asp> will apply to your use of the service and will supplement your use of the Software hereunder.

25. **Entire Agreement.** This Agreement constitutes the complete and entire understanding and agreement of all terms, conditions and representations between you and Licensor with respect to the Software and may be modified only in writing by both parties. No term or condition contained in your purchase order will apply unless expressly accepted by Licensor in writing. Failure to prosecute a party's rights will not constitute a waiver of any other breach.

If any provision of this Agreement is found to be invalid, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full effect. This Agreement

has been written in the English language and you waive any rights you may have under the law of your country or province to have this Agreement written in any other language.

InstallShield EULA (August 2010)

InstallSite License Agreement

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Microsoft Developer Services Agreement

Updated October, 2013

This agreement is between you or the entity you represent and the Microsoft entity listed in Exhibit A, and consists of the terms below, Exhibit A, Exhibit B, the SLAs, Offer Details for any Service as published on the date of a Service purchase or renewal, terms incorporated by reference, terms applicable to other Microsoft web sites and services that you use and are necessary to use the Services (for example, your Microsoft Account) and, the Privacy Statement (together, the “Agreement”). If you are entering into this Agreement on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity. If you specify a company name in connection with signing up for or ordering a Service, you will be deemed to have placed that order and to have entered into this Agreement on behalf of that organization or company. Key terms are defined in Section 11. In addition, if you are a Windows Azure customer, this Agreement supplements your existing Windows Azure agreement and governs to the extent of any conflict with the Windows Azure terms (except that the Windows Azure billing terms will continue to apply).

1. Services.

- a. **Right to use.** We grant you the right to access and use the Services in accordance with this Agreement.
- b. **User Plan.** Each user of the Visual Studio Online portion of the Developer Services must be allocated an individual User Plan, whether they access the service directly or indirectly.
- c. **Manner of use.** You may not:
 - i. reverse engineer, decompile, disassemble or work around technical limitations in the Services, except to the extent that applicable law permits it despite these limitations;
 - ii. disable, tamper with or otherwise attempt to circumvent any mechanism that limits your use of the Services;
 - iii. rent, lease, lend, resell, transfer, or sublicense any Services or portion thereof to or for third parties, except as explicitly permitted herein or in license terms that accompany any Services component;
 - iv. use the Services for any purpose that is unlawful or prohibited by this Agreement; or
 - v. use the Services in any manner that could damage, disable, overburden, or impair any Microsoft service, or the network(s) connected to any Microsoft service, or interfere with any other party’s use and enjoyment of any Services.
- d. **Updates.** We may make changes to the Services from time to time, including: the availability of features; how long, how much or how often any given feature may be used; and feature dependencies upon other services or software. We will provide you with prior notice before removing any material feature or functionality of the Developer Services (excluding Previews), unless security, legal, or system performance considerations require an expedited removal.
- e. **Preview features.** We may make features available on a Preview basis. Previews are provided “AS-IS” and are excluded from the SLAs and warranties in Section 7 below. Previews may be subject to reduced or different security, compliance, privacy, availability, reliability, and support commitments, as further explained in the Privacy Statement, and any additional notices provided with the Preview. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into

“General Availability”, and if we do make Previews “Generally Available” we may charge for any such features.

2. Software.

- a. **Using Microsoft Software outside the Service.** Microsoft may provide you with Microsoft Software through or as a part of the Developer Services. Termination of use of or access to the Developer Services or the termination of this Agreement terminates your right to possess or use any such Microsoft Software; and the suspension or termination of a User Plan terminates that user’s right to possess or use any such Microsoft Software that was acquired through, is attached to, or otherwise requires that User Plan. You must delete all copies of such Microsoft Software licensed under this Agreement and destroy any associated media upon the termination of the associated possession or usage rights. Microsoft may provide you with Microsoft Software for use outside the Developer Services and with (1) the Developer Services or (2) programs you develop using the Developer Services. If the Microsoft Software is provided with its own license terms, those terms control as modified by the foregoing. If the Microsoft Software does not have its own license terms, then you may install and use any number of copies of the Microsoft Software to design, develop, and test your programs on devices. This subsection does not apply to Microsoft Software addressed in subsection (b) below.
- b. **Software on Documentation Portals.** Software accessible on the Documentation Portals is made available by the designated publisher under the associated license terms. If Software is accessible on the Documentation Portals without license terms, then subject subsection (c) below you may use it to design, develop, and test your programs. If any such Software without license terms is marked as “sample” or “example,” then you may use it under the terms of the Microsoft Limited Public License.
- c. **Scope of rights.** All Microsoft Software are the copyrighted works of Microsoft or its suppliers. All Microsoft Software are licensed not sold and may not be transferred unless specified otherwise in any license terms provided with the Microsoft Software. Rights to access Microsoft Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
- d. **Third party software.** You are solely responsible for any third party software that you install, connect, or use with any Service. We will not run or make any copies of such third party software outside of our relationship with you. You may only install or use any third party software with any Service in a way that does not subject our intellectual property or technology to any terms governing such software. We are not a party to and are not bound by any terms governing your use of any third party software. We do not grant any licenses or rights, express or implied, to such third party software.
- e. **Open source software as part of the Service.** If the Service uses or distributes any third party software with open source software license terms (“Open Source”), then such Open Source is licensed to you by Microsoft solely to allow you to interact with the Service under terms of this Agreement. Copies of those applicable Open Source licenses and any other notices, if any, are included for your information only.
- f. **Application programming interfaces.** Microsoft will not assert any of its patent rights on account of your products calling application programming interfaces that it publishes on

the Documentation Portals (“APIs”) in order to receive services from the Microsoft product that exposes the APIs.

3. Microsoft Content.

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4. Security, privacy, and Customer Data.

- a. **Security.** We maintain technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.
- b. **Privacy and data location.** We treat Customer Data in accordance with the terms herein and our Privacy Statement. We may transfer to, store, and process Customer Data in the United States or in any country where we or our Affiliates or subcontractors have facilities used for Developer Services. You will obtain any necessary consent or rights from end users or others whose data or personal information or other data you will be hosting in the Services.
- c. **Rights to Provide Customer Data.** You are solely responsible for your Customer Data. You must have, and you hereby grant us, sufficient rights to use and distribute Customer Data (including Customer Data sourced from third parties) necessary for us to provide you the Developer Services without violating the rights of any third party, or otherwise obligating Microsoft to you or to any third party. We do not assume any additional obligations that may apply to Customer Data except as required by applicable law.
- d. **Ownership of Customer Data.** Except for software and Content we license to you, as between the parties, you retain all right, title and interest in and to Customer Data. We acquire no rights in Customer Data other than as described in this Section 4.
- e. **Use of Customer Data.** We will use Customer Data to provide the Services. This use may include troubleshooting to prevent, find and fix problems with the operation of the Services and ensuring compliance with this Agreement. It may also include: providing you with suggestions to help you discover and use functionality within the Services; improving the features of our Services; and otherwise use patterns, trends, and other statistical data derived from Customer Data to provide, operate, maintain, and improve our products and services. We will not use Customer Data or derive information from it for any (1) advertising or (2) other commercial purposes (beyond providing you with the Services) without your consent.
- f. **Customer Data return and deletion.** You may delete your Customer Data at any time. If you terminate your account we may delete Customer Data immediately without any retention period. We have no additional obligation to continue to hold, export, or return

Customer Data and have no liability whatsoever for deletion of Customer Data pursuant to this Agreement. The Developer Services may have features that incur additional charges or are only available at a specific paid-for-service feature tier. If your account is in arrears or is downgraded to a lesser service feature tier your Customer Data will be preserved, but certain features necessary to access that Customer Data may be inaccessible.

- g. **Third party requests of Customer Data.** We will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant, but excluding our subcontractors) except as you direct or unless required by law. We will ask any third party demanding access to your Customer Data to contact you directly using your basic contact information. We will promptly notify you and provide a copy of the demand unless legally prohibited. You are responsible for responding to requests by a third party regarding your use of Services.
- h. **Subcontractors.** We may hire other companies to provide limited services on our behalf, such as customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services we have retained them to provide. We remain responsible for our subcontractors' compliance with the obligations set forth in this Agreement.
- i. **Compliance with law.** We will comply with all laws applicable to our provision of the Services, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information technology services providers. You will comply with all laws applicable to your Customer Data, and use of the Services, including any laws applicable to you or your industry.
- j. **Certifications and compliance.** The Developer Services shall be subject to any security, privacy, and compliance practices specifically described for the Developer Services at the Developer Services Portal. These obligations do not apply to any other elements of the Services.
- k. **Claims of infringement.** We will inform you if we receive notice claiming that your usage of the Service infringes a third party's intellectual property rights, and in such instances we may provide your basic contact information to the third party. You will promptly respond to such complaints.

5. Customer accounts, customer conduct, identity services, and feedback.

- a. **Account creation.** If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information. You may not select an account user name or identifier that impersonates someone else, is or may be illegal, or may be protected by trademark or other proprietary rights, is vulgar or offensive or may cause confusion. We reserve the right to reject and/or reassign these user names and Service identifiers in our sole discretion.
- b. **Responsibility for your accounts.** You are responsible for: any and all activities that occur under your account; maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services; and promptly notifying our customer support team about any possible misuse of your accounts or authentication credentials, or any security incident related to the Services.
- c. **Your conduct and the availability of third party content and links to third party content.** For any public, community interaction you undertake on the Services you must follow the Rules of Conduct. We have no obligation to monitor the content and communications of

third parties on the Services; however, we reserve the right to review and remove any such materials posted to the Documentation Portals in our sole discretion. Third parties that participate on the Services are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

- d. **Identity usage across Services.** We may provide Services that supplement Microsoft Software and rely upon your user account or other identity mechanism. We may use this information to identify you and authorize access to Microsoft Content, Microsoft Software, and other resources across the Services.
- e. **Submissions and feedback.** We do not claim ownership of any Submission unless otherwise agreed to by the parties. However, by providing a Submission, you are irrevocably granting Microsoft and its Affiliates the right to make, use, modify, distribute and otherwise commercialize the Submission in any way and for any purpose (including by granting the general public the right to use your Submissions in accordance with this Agreement, which may change over time). For Submissions provided to the Documentation Portals you further grant the right to publish specific identifying information detailed in the Privacy Statement in connection with your Submission. These rights are granted under all applicable intellectual property rights you own or control. No compensation will be paid with respect to the use of your Submissions. Microsoft is under no obligation to post or use any Submission, and Microsoft may remove any Submission at any time. By providing a Submission you warrant that you own or otherwise control all of the rights to your Submission and that your Submission is not subject to any rights of a third party (including any personality or publicity rights of any person).
- f. **Services accessible only to invited customers.** Elements of the Services may be accessible to you on an invitation only basis, for example as part of a program for using pre-release Services and providing feedback to us (e.g., through the Connect portal). Those Services are confidential information of Microsoft. You may not disclose this confidential information to any third party for a period of five years. This restriction does not apply to any information that is or becomes publicly available without a breach of this restriction, was lawfully known to the receiver of the information without an obligation to keep it confidential, is received from another source who can disclose it lawfully and without an obligation to keep it confidential, or is independently developed. You may disclose this confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, you must seek the highest level of protection available and, when possible, give us enough prior notice to provide a reasonable chance to seek a protective order.

6. Term, termination, and suspension.

- a. **Agreement Term and termination.** You may terminate this Agreement at any time. If you have purchased access to Developer Services through Windows Azure then you must pay any amounts due and owing.
- b. **Regulatory.** In any country where any current or future government regulation or requirement that applies to us, but not generally to businesses operating there, presents a hardship to us operating the Services without change, and/or causes us to believe this Agreement or the Services may be in conflict with any such regulation or requirement, we may change the Services or terminate the Agreement. Your sole remedy for such changes to the Services under this Section is to terminate this Agreement.

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- c. **Suspension.** We may suspend your use of the Services if: (1) reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Sections 4.k or 8 within a reasonable time; or (3) you violate this Agreement. We will attempt to suspend access to the minimum necessary part of the Services while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate this Agreement and delete your Customer Data without any retention period. We may also terminate your account if your use of the Developer Services is suspended more than twice in any 12-month period.
 - d. **Termination for non-usage.** We may suspend or terminate a Service account after a prolonged period of inactivity. For Developer Services, if you have a free account we may terminate this Agreement and/or delete any Customer Data automatically generated during the Developer Services sign up process if you fail to upload or create any Customer Data within 90 days of your initial provisioning of the Developer Service. We will provide you with notice prior to any account suspension or termination, or Customer Data deletion.
 - e. **Termination of Access to Documentation Portals.** We reserve the right to terminate your access to the Documentation Portals at any time, without notice, for any reason whatsoever.

7. Warranties.

- a. **Microsoft Services warranty.** If you are a Windows Azure customer who has purchased access to the Developer Services, then we warrant that the Developer Services will satisfy the SLA during the Term for the paid for portion of the Developer Services. Your only remedies for breach of this limited warranty are those in the SLA. This warranty is subject to the following limitations:
 - i. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
 - ii. this limited warranty does not cover problems caused by accident, abuse or use of the Developer Services in a manner inconsistent with this Agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;
 - iii. this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
 - iv. this limited warranty does not apply to Previews or free offerings.

OTHER THAN THIS WARRANTY, OR EXCEPT AS WARRANTED IN A SEPARATE AGREEMENT, MICROSOFT AND ITS RESPECTIVE SUPPLIERS PROVIDE THE SERVICES (INCLUDING THE CONTENT AND APIS) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. WE PROVIDE NO WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW,

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- b. **Third party content and materials.** MICROSOFT DOES NOT CONTROL, REVIEW, REVISE, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY THIRD PARTY CONTENT, INFORMATION, MESSAGES, MATERIALS, PROJECTS ACCESSIBLE FROM OR LINKED THROUGH THE SERVICES, AND, EXCEPT AS WARRANTED IN A SEPARATE AGREEMENT, MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT AND SHALL NOT BE RESPONSIBLE FOR ANY OF THE FOREGOING. ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

8. Defense of claims.

- a. **Defense.** We will defend you against any claims made by an unaffiliated third party that the Developer Services or Developer Services Software infringe its patent, copyright or trademark or makes unlawful use of its trade secret. You will defend us against any claims made by an unaffiliated third party that any (1) Non-Microsoft Product that is not made available through the Developer Services or Developer Services Software or (2) Customer Data you provide directly or indirectly in using the Services infringe the third party's patent, copyright, or trademark or makes unlawful use of its trade secret.
- b. **Limitations.** Our obligations in Section 8.a will not apply to a claim or award based on: (1) Customer Data, Non-Microsoft Product, modifications you make to the Services, or materials you provide or make available as part of using the Services; (2) your combination of the Services with, or damages based upon the value of, a Non-Microsoft Product, data or business process; (3) your use of a Microsoft trademark without our express written consent, or your use of the Services after we notify you to stop due to a third-party claim; or (4) your redistribution of the Services to, or use for the benefit of, any unaffiliated third party.
- c. **Remedies.** If we reasonably believe that a claim under Section 8.a may bar your use of the Developer Services or Developer Services Software, we will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent. If these options are not commercially reasonable, we may terminate your rights to use the Developer Services or Developer Services Software.
- d. **Obligations.** Each party must notify the other promptly of a claim under this Section 8. The party seeking protection must (1) give the other sole control over the defense and settlement of the claim; and (2) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law rights.

9. Limitation of liability.

- a. **Limitation.** The aggregate liability of each party under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Developer Services giving

rise to that liability during the 12 months before the liability arose, or for Services provided free of charge, Five Hundred United States dollars (\$500.00 USD).

- b. **EXCLUSION. NEITHER PARTY, NOR ITS SUPPLIERS WILL BE LIABLE FOR LOSS OF REVENUE, LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE.**
- c. **Exceptions to Limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 8 or Exhibit A; or (2) breach of any confidentiality obligation or violation of the other's intellectual property rights.

10. Miscellaneous.

- a. **No additional rights granted.** We reserve all rights not expressly granted under this agreement, and no other rights are granted under this agreement by implication or estoppel or otherwise.
- b. **Notices.**

You must send notices by mail to the address listed for the Microsoft contracting entity listed in Exhibit A applicable to your primary place of business, with a copy to:

Microsoft Legal and Corporate Affairs (Developer Division)
One Microsoft Way
Redmond, WA 98052 USA

You agree to receive electronic notices from us related to the Services, which will be sent by email to your specified end user or administrator contact information or presented to you in the Service experience. Notices are effective on the date on the return receipt for mail, the date sent for email, and the date presented if within the Service experience.
- c. **Assignment.** You may not assign this agreement either in whole or in part.
- d. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- e. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- f. **No agency.** We are independent contractors. This agreement does not create an agency, partnership or joint venture.
- g. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- h. **Applicable law and venue.** The choice of law and venue applicable to the geography of your primary place of business is listed in Exhibit A.
- i. **Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. Additional terms applicable to this agreement based on the geography of your primary place of business are listed in Exhibit A.
- j. **Survival.** The following provisions will survive this agreement's termination: 1.b, 2.a-b, 4, 5.a-d, 5.f-g, 6, 7, 8, 9, 10, 11, Exhibit A and all other definitions.
- k. **U.S. export jurisdiction.** The Services are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination

restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

- l. **International availability.** Availability of the Services, including specific features and language versions, varies by country.
- m. **Acquired rights.** You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations). You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We will notify you promptly in writing of a claim subject to this section. We must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.
- n. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond its reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services).
- o. **Modifications.** We may modify this agreement at any time with or without individual notice to you by posting a revised version on the legal information section of the Developer Services and Documentation Portals (or an alternate site we identify), or by notifying you in accordance with Section 10.b. Any modifications will be effective upon your continued use of a Service.
- p. **Notices and procedure for making claims of copyright infringement.** Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to our designated agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement (<http://www.microsoft.com/info/cpyrtInfrg.htm>).

11. Definitions.

Any reference in this agreement to “day” will be a calendar day.

“Affiliate” means any legal entity that a party owns or that owns a party, with a 50% or greater interest.

“Content” means documents, photographs, videos, and other graphical, textual, or audio-visual content that may be subject to copyright protection.

“Customer Data” means any Content or other data, including all text, sound, software, or image files that are provided to us by, or on behalf of, you through your use of the Developer Services for use by you or your authorized users. Customer Data does not include Submissions or any other Content or data that you submit to the Documentation Portals or otherwise provide via the Developer Services for public access.

“Developer Services” means Visual Studio Online, the Developer Services Portal, the Visual Studio profile services, and other services we identify as governed by this Agreement.

“Developer Services Portal” means the Visual Studio Online portal site available at <http://www.visualstudio.com>.

“Developer Services Software” means Microsoft software we provide to you as part of the Developer Services for use with the Developer Services.

“Documentation Portals” means the Microsoft developer network content and marketing site available at <http://msdn.microsoft.com> and information technology specialist content and marketing site available at <http://technet.microsoft.com>, or at alternate sites we identify.

“Microsoft Content” means Content on the Services provided by Microsoft and its suppliers.

“Microsoft Limited Public License” means the Microsoft Limited Public License software license, a copy of which is provided in Exhibit B.

“Microsoft Software” means Microsoft software and computer code, including sample code and Developer Services Software.

“Non-Microsoft Product” is any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Services or elsewhere.

“Offer Details” means the pricing and related terms applicable to paid for Developer Services.

“Preview” means preview, beta, or other pre-release versions of the Developer Services or Developer Services Software offered by Microsoft.

“Privacy Statement” means the Services privacy statement (<http://go.microsoft.com/fwlink/?LinkID=246330>).

“Rules of Conduct” means the Services rules of conduct (<http://go.microsoft.com/fwlink/?LinkId=303819>).

“Services” means the Developer Services, Documentation Portals, the <http://connect.microsoft.com> site, and Microsoft Software we make available to you under this Agreement.

“SLA” means the commitments we make regarding delivery or performance of the Developer Services (<http://go.microsoft.com/fwlink/?LinkId=309360>).

“Submissions” means Content, code, comments, feedback, suggestions, information or materials that you provide via the Documentation Portals or any Services for public access (rather than for your personal use or use by your authorized users). Submissions do not include Customer Data.

“User Plan” means a per-user based subscription, trial, or other Microsoft granted benefit that permits access to and account services for the Developer Services.

“we” and “us” means the Microsoft entity listed in Exhibit A applicable to your location and its Affiliates, as appropriate.

“you” and “your” means the person or entity accepting this Agreement to use the Services.

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Exhibit A: Customer Location Agreement Addendum

The Microsoft entity entering into this agreement, the applicable Microsoft entity contact information, the controlling law and venue, and additional terms governing this agreement with you are indicated in the table below for the country or region of your primary place of business.

If your primary place of business is in Africa, Europe, or the Middle East then these terms apply to our agreement.		
Microsoft Entity and Contact Information	Applicable Law and Venue	Additional Terms
Microsoft Ireland Operations Limited The Atrium, Block B, Carmenhall Road Sandyford Industrial Estate Dublin 18 Ireland	This agreement is governed by the laws of Ireland, without regard to its conflict of laws principles except that (1) if you are a U.S. Government entity, this agreement is governed by the	

	<p>laws of the United States, and (2) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. If we bring an action to enforce this agreement, we will bring it in the jurisdiction where you have your headquarters. If you bring an action to enforce this agreement, you will bring it in Ireland. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.</p>	
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<p>If your primary place of business is in American Samoa, Australia, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, East Timor, Hong Kong SAR, India, Indonesia, Lao Peoples Democratic Republic, Macau SAR, Malaysia, Maldives, Nepal New Zealand, People’s Republic of China, Philippines; Republic of Korea, Samoa, Singapore, Sri Lanka, Thailand, Vanuatu or Vietnam then these terms apply to our agreement.</p>		
<p>Microsoft Entity and Contact Information</p>	<p>Applicable Law and Venue</p>	<p>Additional Terms</p>
<p>Microsoft Regional Sales Corporation 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark Singapore, 119968</p>	<p>This agreement is governed by State of Washington law, without regard to its conflict of laws principles. Subject to sections (i) and (ii) below, if we bring an action to enforce this agreement, we will bring it in the jurisdiction where you have your headquarters. If you bring an action to enforce this agreement, you will bring it in the State of Washington, U.S.A. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights.</p>	<p>The parties agree that this Agreement be written and executed in English and that, in the event this Agreement is translated into Bahasa Indonesia to comply with the implementing regulations of Indonesian Law No. 24/2009, the English language version of this Agreement controls.</p>

	<p>i. If your principal place of business is in Brunei, Malaysia or Singapore, you consent to the non-exclusive jurisdiction of the Singapore courts.</p> <p>ii. If your principal place of business is in Bangladesh, Cambodia, India, Indonesia, Macau SAR, the People's Republic of China, Sri Lanka, Thailand, The Philippines or Vietnam, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in the above-named countries or elsewhere. To the maximum extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. For the purpose of this agreement only, the People's Republic of China does not include Hong</p>	
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	Kong SAR, Macau SAR and Taiwan.	
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If your primary place of business is in North America, South America, or all remaining regions and countries not included in the above and where the Services are lawfully available then these terms apply to our agreement.		
Microsoft Entity and Contact Information	Applicable Law and Venue	Additional Terms
Microsoft Corporation One Microsoft Way Redmond, WA 98052 (États-Unis)	This agreement is governed by State of Washington law, without regard to its conflict of laws principles. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.	

Exhibit B: Microsoft Limited Public License

This license governs use of code marked as “sample” or “example” available on this web site without a license agreement, as provided under the section above titled “NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE.” If you use such code (the “software”), you accept this license. If you do not accept the license, do not use the software.

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A “contributor” is any person that distributes its contribution under this license.

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 - ⦿ support services

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 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
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Specification including all its required interfaces and functionality; (b) does not modify, subset, superset or otherwise extend the Licensor Name Space, or include any public or protected packages, classes, Java interfaces, fields or methods within the Licensor Name Space other than those required/authorized by the Specification or Specifications being implemented; and (c) passes the Technology Compatibility Kit (including satisfying the requirements of the applicable TCK Users Guide) for such Specification ("Compliant implementation"). In addition, the foregoing license is expressly conditioned on your not acting outside its scope.

No license is granted hereunder for any other purpose (including, for example, modifying the Specification, other than to the extent of your fair use rights, or distributing the Specification to third parties). Also, no right, title, or interest in or to any trademarks, service marks, or trade names of Sun or Sun's licensors is granted hereunder.

Java, and Java-related logos, marks and names are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries.

3. Pass-through Conditions. You need not include limitations (a)-(c) from the previous paragraph or any other particular "pass through" requirements in any license You grant concerning the use of your Independent Implementation or products derived from it. However, except with respect to Independent Implementations (and products derived from them) that satisfy limitations (a)-(c) from the previous paragraph, You may neither: (a) grant or otherwise pass through to your licensees any licenses under Sun's applicable intellectual property rights; nor (b) authorize your licensees to make any claims concerning their implementation's compliance with the Specification in question.

4. Reciprocity Concerning Patent Licenses.

a. With respect to any patent claims covered by the license granted under subparagraph 2 above that would be infringed by all technically feasible implementations of the Specification, such license is conditioned upon your offering on fair, reasonable and non-discriminatory terms, to any party seeking it from You, a perpetual, non-exclusive, non-transferable, worldwide license under Your patent rights which are or would be infringed by all technically feasible implementations of the Specification to develop, distribute and use a Compliant Implementation.

b With respect to any patent claims owned by Sun and covered by the license granted under subparagraph 2, whether or not their infringement can be avoided in a technically feasible manner when implementing the Specification, such license shall terminate with respect to such claims if You initiate a claim against Sun that it has, in the course of performing its responsibilities as the Specification Lead, induced any other entity to infringe Your patent rights.

c Also with respect to any patent claims owned by Sun and covered by the license granted under subparagraph 2 above, where the infringement of such claims can be avoided in a technically feasible manner when implementing the Specification such license, with respect to such claims, shall terminate if You initiate a claim against Sun that its making, having made, using, offering to sell, selling or importing a Compliant Implementation infringes Your patent rights.

5. Definitions. For the purposes of this Agreement: "Independent Implementation" shall mean an implementation of the Specification that neither derives from any of Sun's source code or binary code materials nor, except with an appropriate and separate license from Sun, includes any of Sun's source code or binary code materials; "Licensor Name Space" shall mean the public class or interface declarations whose names begin with "java", "javax", "com.sun" or their equivalents in any subsequent naming convention adopted by Sun through the Java Community Process, or any recognized successors or replacements thereof; and "Technology Compatibility Kit" or "TCK" shall mean the test suite and accompanying TCK User's Guide provided by Sun which corresponds to the Specification and that was available either (i) from Sun's 120 days before the first release of Your Independent Implementation that allows its use for commercial purposes, or (ii) more recently than 120 days from such release but against which You elect to test Your implementation of the Specification.

This Agreement will terminate immediately without notice from Sun if you breach the Agreement or act outside the scope of the licenses granted above.

DISCLAIMER OF WARRANTIES

THE SPECIFICATION IS PROVIDED "AS IS". SUN MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (INCLUDING AS A CONSEQUENCE OF ANY PRACTICE OR IMPLEMENTATION OF THE SPECIFICATION), OR THAT THE CONTENTS OF THE SPECIFICATION ARE SUITABLE FOR ANY PURPOSE. This document does not represent any commitment to release or implement any portion of the Specification in any product. In addition, the Specification could include technical inaccuracies or typographical errors.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED IN ANY WAY TO YOUR HAVING, IMPLEMENTING OR OTHERWISE USING THE SPECIFICATION, EVEN IF SUN AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You will indemnify, hold harmless, and defend Sun and its licensors from any claims arising or resulting from: (i) your use of the Specification; (ii) the use or distribution of your Java application, applet and/or implementation; and/or (iii) any claims that later versions or releases of any Specification furnished to you are incompatible with the Specification provided to you under this license.

RESTRICTED RIGHTS LEGEND

U.S. Government: If this Specification is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Software and accompanying documentation shall be only as set forth in this license; this is in accordance with 48 C.F.R. 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 C.F.R. 2.101 and 12.212 (for non-DoD acquisitions).

REPORT

If you provide Sun with any comments or suggestions concerning the Specification ("Feedback"), you hereby: (i) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (ii) grant Sun a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicensees, to incorporate, disclose, and use without limitation the Feedback for any purpose.

GENERAL TERMS

Any action related to this Agreement will be governed by California law and controlling U.S. federal law. The U.N. Convention for the International Sale of Goods and the choice of law rules of any jurisdiction will not apply.

The Specification is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required after delivery to Licensee.

This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Rev. April, 2006

Sun/Final/Full

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.

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 SYMANTEC, 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 at <https://www.thawte.com/repository/>.

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; (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 Code Signing for Microsoft® Authenticode® 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. You agree to the use of your data and information in accordance with the following: Thawte will treat and process the data you provide in your Certificate Application in accordance with the privacy statement specific to these Services ("Thawte 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. You agree and consent that Thawte may place in your Certificate certain information that you provide for inclusion in your Certificate Application. 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 see our applicable 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. NOTWITHSTANDING THE FOREGOING, THAWTE'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM THAWTE'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. 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. Compliance with Law, Export Requirements, and Foreign Reshipment Liability. Both parties shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with their obligations 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 Thawte of an ultimate destination of any Certificates, software, hardware, or technical data (or portions thereof) supplied by Thawte ("Thawte 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 Thawte Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the United States government or any other country that imposes Export Control; (ii) provide Thawte 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 (iii) export or re-export Thawte Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. Thawte 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. 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. 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 Subscriber Agreement, you shall notify Thawte, and any other party to the dispute for the purpose of seeking a business resolution. Both you and Thawte 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. Non-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 Thawte'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 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 - Legal Department, 350 Ellis Street, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-527-8000.

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 4.0 (August 2010)

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(rev. 0.9)

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