

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

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Oracle® Hospitality Enterprise Back Office
Licensing Information User Manual
Version 8.5.1

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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
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	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>

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	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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		Copyright (c) 2013 Flexera
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Enterprise Maintenance Services	Infragistics NetAdvantage Infragistics Version 2004 Volume 2	http://www.infragistics.com/
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		Copyright (c) 2013 Oracle Corporation
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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
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A copy of the License is below: Oracle Binary Code License Agreement for Java SE and JavaFX Technologies		
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A copy of the License is below: Oracle Binary Code License Agreement for Java SE and JavaFX Technologies		

Inventory Management	PDF4NET O2 Solutions Version 4.3.2	http://www.o2sol.com/pdf4net/overview.htm
		Copyright (c) 2015 O2 Solutions
		You may obtain a copy of the License at http://www.o2sol.com/pdf4net/licensing.htm
		A copy of the License is below: PDF4NET License Agreement
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	<p>In order to install Pentaho licenses on the server follow the steps 1 through 5 below:-</p> <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)
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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")

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17 "SUBSCRIPTION TERM" shall mean a period of twelve (12) months, beginning the date a subscription is purchased or renewed.

18 "SUPPORT SERVICES" shall mean support and maintenance services provided for the PRODUCT.

19 "THIRD PARTY" shall mean any person or entity who, or which, is neither a party to this EULA nor an affiliate of a party.

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6 Source Code. SOURCE CODE is licensed "AS IS" and Dart does not provide technical support for SOURCE CODE.

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7 Schedules. All schedules, addenda, exhibits and attachments hereto are incorporated by reference.

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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.

Users are NOT required to retain the credit notice inside each script for legal use of said script (new addendum July 2nd 2015), though we would appreciate if the notice remained intact.

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

```
* 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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Version 1.1

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

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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.

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Version 2, June 1991

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Updated October, 2013

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- 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,

INCLUDING APPLICATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- 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.

COPYRIGHT NOTICE

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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.

1. Definitions

The terms “reproduce,” “reproduction,” “derivative works,” and “distribution” have the same meaning here as under U.S. copyright law.

A “contribution” is the original software, or any additions or changes to the software.

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

“Licensed patents” are a contributor’s patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant - Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free

copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant - Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

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(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(F) Platform Limitation - The licenses granted in sections 2(A) and 2(B) extend only to the software or derivative works that you create that run on a Microsoft Windows operating system product.

MICROSOFT SOFTWARE LICENSE TERMS - MICROSOFT SQL SERVER COMPACT 3.5 WITH SERVICE PACK 2

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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- ⦿ updates,
 - ⦿ supplements,
 - ⦿ Internet-based services, and
 - ⦿ support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

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 - i. Right to Use and Distribute. The code and text files listed below are “Distributable Code.”
 - ⦿ REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
 - ⦿ Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - ⦿ add significant primary functionality to it in your programs;
 - ⦿ require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - ⦿ display your valid copyright notice on your programs; and
 - ⦿ indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
 - iii. Distribution Restrictions. You may not
 - ⦿ alter any copyright, trademark or patent notice in the Distributable Code;
 - ⦿ use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - ⦿ distribute Distributable Code to run on a platform other than the Windows platform;
 - ⦿ include Distributable Code in malicious, deceptive or unlawful programs; or
 - ⦿ modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - ⦿ the code be disclosed or distributed in source code form; or
 - ⦿ others have the right to modify it.
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- ⊙ work around any technical limitations in the software;
 - ⊙ reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - ⊙ make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - ⊙ publish the software for others to copy;
 - ⊙ rent, lease or lend the software; or
 - ⊙ use the software for commercial software hosting services.
4. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
 5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
 6. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
 7. **Export Restrictions.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
 8. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
 9. **Entire Agreement.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
 10. **Applicable Law.**
 - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
 11. **Legal Effect.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
 12. **Disclaimer of Warranty.** The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13. Limitation on and Exclusion of Remedies and Damages. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- ⊗ anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- ⊗ claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

MIT License

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Mozilla Public License

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Version 2.0

1. Definitions

1.1. "Contributor"

means each individual or legal entity that creates, contributes to the creation of, or owns Covered Software.

1.2. "Contributor Version"

means the combination of the Contributions of others (if any) used by a Contributor and that particular Contributor's Contribution.

1.3. "Contribution"

means Covered Software of a particular Contributor.

1.4. "Covered Software"

means Source Code Form to which the initial Contributor has attached the notice in Exhibit A, the Executable Form of such Source Code Form, and Modifications of such Source Code Form, in each case including portions thereof.

1.5. "Incompatible With Secondary Licenses"

means

that the initial Contributor has attached the notice described in Exhibit B to the Covered Software; or

that the Covered Software was made available under the terms of version 1.1 or earlier of the License, but not also under the terms of a Secondary License.

1.6. "Executable Form"

means any form of the work other than Source Code Form.

1.7. "Larger Work"

means a work that combines Covered Software with other material, in a separate file or files, that is not Covered Software.

1.8. "License"

means this document.

1.9. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently, any and all of the rights conveyed by this License.

1.10. "Modifications"

means any of the following:

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19.0 Component Factory shall not be liable for any direct, indirect, consequential or incidental damages, lost profits, business interruption or loss of information arising out of the use, the results of use, or inability to use the program, or damage or loss caused by the program, even if advised of the possibility of such damages or claim.

20.0 To the maximum extent permitted by law, Component Factory's entire liability and your exclusive remedy in the event of a breach of Component Factory's obligations is limited to a refund of any licence fee you actually paid to Component Factory for the program.

TERM

21.0 This Licence is effective until terminated. You may terminate the Licence by destroying the program and the explanatory notes about the program and all copies of the same. This Licence is conditional upon your continued compliance with this Licence and will terminate automatically and irrevocably if you fail to comply with any term or condition of this Licence. Licences issued expressly for trial and evaluation purposes terminate automatically at the end of the trial and evaluation period. Upon any termination you agree to destroy all copies of the program and explanatory notes about the program in your possession or control.

GENERAL

22.0 This Agreement shall be governed by the laws of the State Victoria without regard to principles of conflict of laws and shall inure to the benefit of Component Factory, its successors and assigns. Any disputes relating to the Licence shall be adjudicated in the courts in the State of Victoria, and you hereby consent to the exclusive jurisdiction of such courts for the resolution of any such disputes. If for any reason a court of competent jurisdiction finds any

provision of this Licence, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this Licence shall continue in full force and effect.

23.0 Component Factory shall have the right, upon reasonable prior notice and during regular business hours, to audit/inspect any computer or computer network on which the program is installed to monitor compliance with the terms of this Licence, including but not limited to confirming the number of computers on which the program is used. You are responsible for ensuring compliance with the terms of this Licence by any persons you authorize to use this program, including but not limited to your employees, and for any violations of the terms of this Licence by any person.

SimpleCaptcha 1.2.1

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Specification: JSR-000250 Common Annotations for the Java(tm) Platform ("Specification")

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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.

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REPORT

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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.

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(rev. 0.9)

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- the development and wide availability of WDDX Projects; and
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- encouraging the consistent evolutionary development of the WDDX Specification by through communication of modifications that are not compliant with or add to the WDDX Specification back to WDDX.org.

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