A. Certification Services

1 Certification

1.1 Certification of Public Keys

1.1.1 Symantec carries out the certification of public keys in accordance with the current certification guidelines of the respective certification authority, which can be retrieved in the internet under http://www.trustcenter.de/repository

1.1.2 With the application for a certificate, the customer gives his consent to the issuance of a certificate for him, which according to the service description of this certificate may be added to Symantec's directory of certificates and therefore made publicly available.

1.1.3 An application for certification can only be carried out once all the necessary information is available. Symantec reserves its right to reject an application for certification regardless of the agreement's non-appealability.

1.1.4 As long as Symantec has informed the customer when they apply for a certificate about any restrictions, Symantec is entitled to include a statement about a restriction of use in the certificate.

1.2 Scope of Certification

Only statements made by the applicant in the course of applying for a certificate will be checked by Symantec when issuing the certificate. The scope of the certification will be stipulated by Symantec.

1.3 Utilization of Certificates

1.3.1 Certificates with false or incorrect content shall not be used. Private Keys relating to **(a)** a certificate with false or incorrect content or **(b)** a revoked certificate shall not be used.

1.3.2 The usage of a certificate for illegal purposes is not allowed.

2 Directory Services

2.1 Certificate Requests

2.1.1 Once a certificate is added to the public directory service, anyone can search for that individual certificate in the directory of certificates.

2.1.2 Certificates which have been revoked will be made available to the public via certificate revocation lists (CRL) and where appropriate via the directory of certificates of the respective certification authority.

2.2 Transmission of Data

2.2.1 Symantec's directory of certificates transmits the data stated in the certificate automatically to all who access it. This transmission is carried out globally. Only the information about persons or organisations contained in the certificate as well as the status of the certificate will be submitted.

2.2.2 Symantec will only obtain, process and utilise the personal and organisation-related data which is necessary for the issuance of a certificate and the listing of that certificate in the directory of certificates.

2.2.3 Symantec will not transmit the data contained in certificates to third parties for advertising purposes. Symantec will only assign the processing of data to companies, which operate compliant to the applicable data protection laws.

2.2.4 Symantec undertakes to keep all personal and organisation-related data which is not included in the certificate secure from unauthorised access. Symantec reserves its right to mention an organisation as a customer.

3 Revocation of Certificates

3.1 Means of Revocation

The certificate may be revoked

3.1.1 at the website of Symantec at http://www.trustcenter.de/revoke ,

3.1.2 by signed e-mail to certificate@trustcenter.de

3.1.3 by telephone call with revocation password to +49 (0)40/80 80 26-1 13

3.1.4 by writing to Symantec, subject "Revocation", TC TrustCenter GmbH, Sonninstrasse 24-28, 20097 Hamburg, Germany,

The above addresses and telephone numbers shall be used exclusively for revocation. No help or assistance can be given at the above contacts. TC TrustCenter confirms the revocation of a certificate by a signed e-mail.

3.2 Revocation Rights and Obligations

3.2.1. Certificate Owner

3.2.1.1 The owner of a certificate shall be obliged to revoke its certificate if

3.2.1.1.1 information in the certificate is not valid (e.g. after changing an e-mail account) or data contained in the certificate is not correct or the data does not comply with that at the certification point of time.

3.2.1.1.2 the relevant token with the private key is not needed anymore,

3.2.1.1.3 the private key associated with the certificate is lost,

3.2.1.1.4 there is the suspicion that unauthorized persons have access to the private key or could manipulate it,

3.2.1.1.5 identification data has been disclosed, or there is a suspicion that this has occurred, and the identification data has not been changed.

3.2.1.2 The owner of a certificate shall be entitled to revoke its certificate at any time without disclosing a cause.

3.2.2 Symantec

3.2.2.1 Symantec shall be obliged to revoke its certificate if

3.2.2.1.1 Symantec receives a legitimate application of revocation from the owner of a certificate or a third party,

3.2.2.1.2 Symantec becomes aware of the existence of an obligation for revocation by the owner of a certificate,

3.2.2.1.3 it can be proven that the owner of a certificate breached the contract or the CPSs.

3.2.2.1.4 the person named in the certificate has died or the organisation named in the certificate has ceased to function or been renamed,

3.2.2.1.5 the Customer has terminated the agreement,

3.2.2.1.6 Symantec is convinced that it is in the best interest of the integrity of the certification authority, or

3.2.2.1.7 Symantec ceases operations and there is no plan for transition of Symantec's services to a successor or no plan to otherwise address such an event.

3.2.2.2 Symantec shall be entitled to revoke its certificate if

3.2.2.2.1 cryptographic algorithms or parameters become insecure because of technological progress or new developments in cryptography Symantec reserves the right to revoke certificates that are issued using these algorithms or parameters,

3.2.2.2.2 the owner of a certificate does not fulfil its contractual obligations, in particular does not pay for the certificate,

3.2.2.2.3 the certificate contains information which does not comply with the certification policy definitions, or

3.2.2.2.4 there is information about a breach of the integrity or security of the certificate caused by the disregard of the obligations of care and co-operation by the owner of the certificate.

3.2.3 Third Parties

3.2.3.1 A third party shall be obliged to revoke its certificate if

3.2.3.1.1 it becomes aware of the existence of an obligation for revocation of the certificate on the part of the owner or TC TrustCenter,

3.2.3.1.2 a certificate has been issued in relation to an organisation of the third party and the owner of that certificate has left the organisation.

3.2.3.2 A third party shall be entitled to revoke a certificate if the third party has verified information for a certificate and the third party is mentioned in this certificate. In particular, for certificates issued under an Adobe root, Adobe has an own right for revocation.

B **Obligations of the Customer**

4 **Obligations of Care and Co-operation of the Owner of the Certificate**

4.1 Only true and correct certificate information shall be given to Symantec.

4.2 The media containing the data with the private key shall be secured personally. The regard of the revocation obligations is essential for the agreement. If the media containing the private key are no longer required they shall be rendered unusable and the revocation of the certificate shall be arranged in the event that it is not yet expired.

4.3 Personal identification numbers or passwords for identification in relation to the data media containing the private key shall remain secret. In particular, they shall not be noted or marked on the related media or in any other way stored together with such media. In the event of release or the suspicion of the release of such identification information, the information shall be changed at once or a revocation shall be arranged.

4.4 It must be ensured that no virus or potentially damaging software is used or stored on any hardware which could lead to the revelation of the identification data or the private key, or which could allow the signature or signature verification procedures to be compromised or copied.

4.5 In order to achieve optimal security in the verification of digital signatures it is necessary to check in the certificate directory of Symantec or other certification authorities to ensure that the signature key certificates of the authority are valid and not revoked.

4.6 Every owner of a certificate shall select a revocation password for the revocation of this certificate. This revocation password should be available for use in emergencies and protected against misuse by third parties. Symantec hereby puts the Customer on notice that the misuse of the revocation password can in particular cases lead to considerable damage.

4.7 The customer will only let his own name be certified by Symantec. Own names are those on which no third parties, especially other customers or other organisations, have rights or entitlements.

C **Diversification of Risks**

5 **Liability**

5.1 Symantec shall be liable for intent and gross negligence. In slight negligence cases of imputable damages due to personal injury, Symantec shall be liable without limitation.

5.2 In the event of the violation of material contractual obligations, Symantec shall be liable for slight negligence, but limited to the typical contractual direct average damage, foreseeable for Symantec. This also applies for slight negligent violation of obligations of vicarious agents of Symantec. Material contractual obligations are those which are necessary to achieve the objectives of the agreement.

5.3 Symantec shall not be liable for acts of the owner of a certificate or third parties that use a certificate in an

unauthorized way, for their legal capabilities, their solvency, or for the validity of an agreement made by using the keys.

5.4   Symantec shall not be liable for failures which are not within Symantec's scope of responsibility, especially for technical failures or non availability of the certificate directory or single certificates.

5.5   Symantec shall not be liable for the security of the public key security systems of the customer as far as these are not purchased from Symantec.

5.6   Symantec shall not be liable for the loss of data and/or programs if the damage is due to the fact that the customer has not run data back-up in order to ensure that lost data can be recovered with reasonable efforts.

5.7   The customer shall immediately inform Symantec about any damages or losses, which entitles the customer to claims against Symantec.

5.8   You agree that Microsoft, Inc., Opera Software AS and other manufacturers shall be an express third party beneficiary of the obligations contained in this Agreement.

6   Warranty

6.1   The customer is obliged to check all statements in the certificate for incompleteness and incorrectness, and must notify the Symantec immediately if any are found, following the fulfilment of the service by Symantec.

6.2   Symantec will replace a defective certificate by issuing a new certificate if the defect is caused by Symantec. It should be noted that a defective certificate will be revoked and cannot be used anymore.

6.3   As far as the customer is an enterprise customer, the customer shall inform Symantec, in writing, within a period of two weeks from the reception of the goods, or a certificate, of recognisable defects; otherwise a warranty claim is void. Hidden defects shall be communicated in writing immediately after their detection. In order to be within the term, the notice needs to be dispatched in due time. It is the obligation of the customer to prove all conditions of entitlement of a warranty claim, especially for the defect itself, for the time required to recognize the error and the timeliness of the defect notification.

6.4   Symantec will meet its warranty obligations primary by remedy of the defect or additional delivery, at the choice of the customer. However, Symantec is entitled to reject the kind of remedy chosen by the customer if the remedy is only possible at disproportional costs and another kind of remedy will have no material disadvantage for the customer.

6.5   In the event that the remedy of the defect fails, the customer may, at its own discretion, demand reduction of the payment or rescind the contract. In the case of only slight deviations from the contract, especially in the event of minor defects, the customer may not rescind the contract.

6.6   If the customer chooses to rescind the contract after unsuccessful attempts to remedy the defect, in the event of a defect of the goods or the title, the customer may not claim any damages.

If the customer claims damages after unsuccessful remedy of the defect, the goods remain with the customer. The claim shall be limited to the difference between the purchase price and the value of the defective goods. This does not apply in the event that Symantec has committed the breach maliciously.

6.7   The term of warranty is one year starting from the delivery of the goods. If the customer has not notified Symantec of the defect in due time, no warranty term is applicable.

6.8   If the customer receives defective documentation, Symantec shall deliver the documentation free of defects. This applies only if the defect in the documentation prevents the proper use.

6.9   The customer receives no guarantees in the legal terms from Symantec. In particular, due to the high amount of available applications (e.g. internet browsers) Symantec cannot make any statements about compatibility of certificates with these applications.

6.10   If the Symantec cannot fulfil its contractual obligation at all or on time due to force majeure, strike, war, riots or other events beyond the Symantec's control, Symantec cannot be held liable in any way.

7   Passing of Risk

The risk of incidental loss or incidental deterioration will be passed on to the customer with delivery of the goods to the party responsible for delivering the goods. If the delivery is being held up by demand of the customer, the risk will be passed on to the customer once the goods have been declared ready for delivery.

8   Retention of Title

8.1   The title of the delivered goods remains with Symantec until settlement of all claims of Symantec within the ongoing business relationship with the customer. The customer is under an obligation to treat the delivered goods with reasonable care.

8.2   The customer is under an obligation to inform Symantec immediately in the event that the goods are subject to garnishment as well as in the event of damage or destruction of the goods. The customer shall notify

Symantec of any change of ownership of the goods as well as any change of the registered business address of the customer.

8.3 Symantec is entitled to withdraw from the contract and reclaim the delivered goods in the event of any breach of contract by the customer, especially for any delayed payment or breach of a contractual obligation as stated in clause 8.2 of these General Terms and Conditions.

9 Export

Any export of hardware or software with encryption capabilities by Symantec shall be subject to the condition that permission is obtained from the responsible authorities at the time of the export. In the event that any necessary export permit is refused Symantec shall be entitled to withdraw from the contract. There shall be no valid claims for damages resulting from any delay related to the procedures for obtaining an export permit. I am not a citizen, national or resident of, and am not under the control of, the government of: Cuba, Iran, North Korea, Syria, and Sudan, nor any other country to which the United States or the European Union or any other applicable country has prohibited export. I will not download or otherwise export or re-export the Programs, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries. I am not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor am I listed on the United States Department of Commerce Table of Denial Orders, or any lists published by the European Union or other applicable countries. I will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists. I will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by the laws of United States or the European Union or any other applicable countries, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

D Contractual Relationship

10 Scope

10.1 The services described in these General Terms and Conditions are not subject to the German Signature Act. Only certificates expressively mentioned as "qualified certificates" in the relevant service description can be used to create a qualified electronic signature.

10.2 Deviating, opposing or supplementary general terms and conditions will not form part of the contract even in the event that these are known to the Symantec, unless Symantec clearly agrees to those in writing.

10.3 The law of the Federal Republic of Germany is applicable for these General Terms and Conditions, expressly excluding international private law and the UN Treaty on International Sale of Goods.

10.4 The customer shall be notified in writing of any modification of these General Terms and Conditions. Such modifications are deemed to be accepted if the customer does not object to them in writing. Symantec will point out this consequence in particular. The customer must inform Symantec within six weeks in writing after notification of modification in the event that the customer objects to the modification.

10.5 The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions of these General Terms and Conditions.

10.6 A certificate which is issued royalty-free may not be commercially used. Symantec grants no warranty and provides no maintenance or support for royalty-free services.

10.7 In the event Symantec grants a licence on software of Symantec to the customer the licence conditions attached to the software will apply.

11 Conclusion of Contract

11.1 The services and offers of Symantec are solely based on these General Terms and Conditions which shall also apply, without having been specifically agreed again, to all future business as far as the customers is a enterprise customers or acts as enterprise customers.

11.2 All details in brochures, advertisements or equivalent on the services of Symantec also including prices are non binding and subject to confirmation in writing. Technical modifications are acceptable within reasonable limits.

11.3 Symantec is entitled to accept the proposal to enter into an agreement included in the order within two weeks after receipt. The acceptance of the proposal to enter an agreement may take place in writing or in performance of the service.

11.4 When a certificate is to be transferred onto a signature card, the fulfilment of the contract shall be under the condition of the proper and timely delivery by the supplier of Symantec. This does not apply in the event that the non-delivery is not caused by Symantec, especially when signing a congruent hedging transaction. The customer will be informed without unreasonable

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delay about the non-availability of the service. Invoices paid will be refunded.

11.5 If the service has been ordered from Symantec's websites, the agreement will be saved by Symantec and, upon request, will be sent to the customer along with these Terms and Conditions via email.

12 Place of Jurisdiction and Written Form

12.1 In so far as the customer is a business customer, or if the customer is a public corporation or public asset, the place of jurisdiction for all legal disputes arising from or in connection with this agreement is Dublin, Ireland. A possible exclusive place of jurisdiction remains unaffected.

12.2 All modifications or supplements of contractual agreements shall be made in writing for evidence purposes. This also applies for the requirement of the written form itself. The requirement for the written form shall be adhered to by utilising the digitally signed form.

12.3 These General Terms and Conditions are a translation of the German version of our General Terms and Conditions. In the event of lack of clarity or questions with regard to the interpretation of these General Terms and Conditions, the original and authoritative German version shall prevail.

E Termination of the Contract

13 Termination

13.1 The term of the contract is bound to the validity term of the certificate. Due to the fact that the certificate must be listed in the certificate directory after revocation, no paid money can be refunded after termination or cancellation of the contract.

13.2 Symantec is entitled to terminate the contract in writing in the event that Symantec becomes aware of the fact that the customer has made false statements about his creditworthiness.

13.3 A termination becomes effective after a period of one month. Symantec will execute the termination by revoking the certificate.

13.4 The right for an extraordinary termination remains unaffected hereby.

F Terms of Payment

14 Prices

14.1 All prices stated by Symantec are exclusive of value added tax, which will be added at the applicable rate.

14.2 In the event that the period from the date of the formation of the contract to the agreed date of performance or delivery of goods or the date of performance or delivery of goods desired by the customer and accepted by Symantec exceeds 4 months, the prices on the date of performance or delivery shall apply. If the prices agreed to in the contract are exceeded by more than 10 per cent, the customer shall be entitled to terminate the contract.

15 Payment

15.1 Invoices amounts are due within 14 days from the date of the invoice.

15.2 The contractual parties may only deduct from claims which are legally final or undisputed.

15.3 In the event that the Customer is in default with payment, Symantec may demand interest from the start of the default not less than eight percent per year above the statutory interest rates. Furthermore, Symantec reserves the right to make further claims based on damage resulting from default.

15.4 Should a customer persistently exceed the payment term agreed with Symantec, this will entitle Symantec to deliver services in future only in return for the provision of collateral or payment three months in advance. This also applies in the instance of deterioration of the creditworthiness of the customer, especially if an insolvency petition has been filed.

15.5 The assignment of claims is only allowed with the prior written approval of the other party to the contract, which shall not be unreasonably denied. A right of retention is only valid for opposite claims of the respective contractual agreement.

G Terms on Special Distributions

16 Promotion Codes

16.1 The Certificate price can be paid partly or complete by redeeming a Promotion Code. Promotion Codes can be issued by TC TrustCenter for free or with costs.

16.2 Promotion Codes have an individual defined validity. Expired non redeemed Promotion Codes won't be reimbursed.

17 TC ID Store

17.1 If the customer orders a TC ID Store, Section 16 above regarding Promotion Codes shall not apply.

17.2 Notwithstanding Clause 11.4, parties will enter into the agreement by written confirmation of the order via an e-mail containing access data.

17.3 In addition to Clause 15, the customer shall pay a start deposit at the commencement of the agreement term. The term during which certificates can be ordered from the deposit is the Order Term. The Order Term shall be 12 months from the commencement of the agreement or until such time as the deposit is exhausted, whichever occurs first. The agreement term shall terminate on the date of the expiration of the validity term of the

last certificate. In contrast to Clause 13.1, the agreement term shall terminate by the end of the validity of the last certificate. If there remains any deposit at the end of the Order Term it will not paid back.

17.4 In addition to Clause 4 the following obligations shall apply. The customer shall:

(a) observe the duties contained in the TC TrustCenter Certification Guidelines;

(b) submit only vetted, correct certificate details to Symantec and in the case that Symantec sends customer the certificate details, after receipt of the certificate confirm the accuracy of such details in the certificate. Written notice of incomplete and incorrect details as well as recognisable defects shall be provided immediately after fulfilment of performance and hidden defects immediately after detection;

(c) ensure that a least one administrator for the TC ID Store is appointed during the term of the agreement;

(d) appoint only administrators for the TC ID Store which are duly authorized to register and add users, modify users and user roles, delete users, revoke, suspend and unsuspend certificates, and initiate key recovery for recoverable certificates, or take similar actions. The appointed administrators must be obliged to fulfil the requirement of to lit. (a) above as well as to keep the personal access data confidential.

(e) use the TC Business ID for Adobe certificates – as far as this is part of the provided service – in compliance with all applicable laws and regulations including without limitations US export laws and regulations..

17.5 Notwithstanding Clause 3.2.1, a certificate may be revoked within the TC ID Store solely by the certificate holder or by the administrator of the TC ID Store.

17.6 The Parties shall comply with all applicable data protection laws and regulations, including by ensuring that their technical facilities are in compliance therewith and that their employees are informed of and comply with such legal obligations.

To the extent that personal data is created in connection with the services, the customer shall ensure that any collection, processing and use of personal data is in accordance with applicable law. To the extent that the customer makes available any personal data, the customer warrants that the data has been legally collected and processed and used for the intended purpose and that it may be made available to the Symantec. The Symantec shall collect, process and use the personal data only to the extent necessary for the performance of the agreement. The Symantec shall not be obliged to verify the legality of the collection, processing or use of the data. The customer shall indemnify the Symantec against any claims by third parties resulting from the collection, processing or use of personal data. The above indemnification shall include the costs of any legal defence.