

Class 3 Organizational Certificate Subscriber Agreement

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A SYMANTEC SECURE SITE CERTIFICATE, SECURE SITE PRO CERTIFICATE, SHARED HOSTING SECURITY SERVICE CERTIFICATE, WLAN SERVER CERTIFICATE, MANAGED PKI FOR SSL CERTIFICATE, OR MANAGED PKI FOR SSL PREMIUM EDITION CERTIFICATE, MANAGED PKI FOR SSL INTRANET CERTIFICATE, OR MANAGED PKI FOR INTRANET SSL PREMIUM EDITION CERTIFICATE (COLLECTIVELY A "CERTIFICATE" AS FURTHER DEFINED IN SECTION 2) FROM MSC TRUSTGATE.COM SDN BHD. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

BY CLICKING "ACCEPT" BELOW OR BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THE TERMS OF THIS AGREEMENT. BY CLICKING "DECLINE" BELOW, YOU INDICATE THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND WILL NOT BE A MSC TRUSTGATE.COM SDN BHD SUBSCRIBER.

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 MSC TRUSTGATE.COM SDN BHD IMMEDIATELY AS SET FORTH IN SECTION 23 BELOW AND MSC TRUSTGATE.COM SDN BHD 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 OR ARE APPLYING FOR A SHARED HOSTING SECURITY SERVICE 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 an entity, authorized to issue, manage, revoke, and renew Certificates in the STN.

"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 Symantec ISP Center, 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 used in a Symantec Class 3 organizational SSL Certificate.

"Intranet Domain" shall mean a domain name, host name or IP address assigned to a server and/or Device, not accessible from the Internet (not publicly facing), and owned by the Subscriber used in a Symantec Class 3 organizational Certificate.

"Internet Service Provider" ("ISP") shall mean a business, such as an internet service provider, systems integrator, webhost or technology consultant, that provides server space, Web services and file maintenance for Web sites controlled by individuals or companies that do not have their own Web servers.

"Licensed Certificate Option" shall mean the service option that grants a Subscriber the right to use a Certificate on one physical Device and obtain additional Certificate licenses for each physical server that each Device manages, or where replicated Certificates may otherwise reside. This Option may not be available to you.

"Managed PKI for SSL Certificate" shall mean a Symantec Class 3 organizational SSL Certificate issued using your Managed PKI for SSL – Standard Edition account used for approving Certificates within designated Domains.

"Managed PKI for SSL Premium Edition Certificate" shall mean a Symantec Class 3 organizational SSL Certificate issued using your Managed PKI for SSL - Premium Edition account used for approving Certificates within designated Domains that includes support for Server Gated Cryptography.

"Managed PKI for Intranet SSL Certificate" shall mean a Symantec Class 3 organizational SSL Certificate issued within designated Intranet Domains using your Managed PKI for Intranet SSL – Standard Edition account.

"Managed PKI for Intranet SSL Premium Edition Certificate" shall mean a Symantec Class 3 organizational SSL Certificate issued within designated Intranet Domains using your Managed PKI for Intranet SSL - Premium Edition account that includes support for Server Gated Cryptography.

"Radius Server" shall mean a remote access dial-up server used for wireless local area network connectivity.

"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 MSC TRUSTGATE.COM SDN BHD 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.

"Secure Site Certificate" shall mean a Symantec Class 3 organizational SSL Certificate.

"Secure Site Pro Certificate" shall mean a Symantec Class 3 organizational SSL Certificate that includes support for Server Gated Cryptography.

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

"Secured Seal License Agreement" shall mean the MSC TRUSTGATE.COM SDN BHD Secured Seal License Agreement, which may be accessed from the Repository.

"Secure Sockets Layer" ("SSL") shall mean an industry-standard method for protecting Web communications developed by Netscape Communications Corporation. The SSL security protocol provides data encryption, server authentication, message integrity, and optional client authentication for a Transmission Control/Internet Protocol connection.

"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.

"Server Gated Cryptography" ("SGC") shall mean that cryptography that allows users with an export version browser to temporarily step-up to 128-bit SSL encryption if they visit a website with an SGC-compatible SSL certificate.

"Shared Hosting Security Service" shall mean a service that combines a Shared Hosting Security Service Certificate obtained by Web Hosts with the Secured Seal that would be displayed by the shared Web hosting customers of the Web Host. This Service may not be available to you.

"Shared Hosting Security Service Certificate" shall mean a Symantec Class 3 organizational SSL Certificate used by Web Hosts who offer shared Web hosting services to support SSL sessions between Web browsers and their shared Web hosting customers' respective Web sites.

"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.

"MSC TRUSTGATE.COM SDN BHD CPS" shall mean the MSC TRUSTGATE.COM SDN BHD Certification Practice Statement, as amended from time to time, which may be accessed from <http://www.msctrustgate.com/repository/repository.htm>

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

"Symantec Trust NetworkSM" ("STN") shall mean the Symantec Trust Network that is a global public key infrastructure that provides Certificates for both wired and wireless applications.

"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.

"WLAN Server Certificate" shall mean a Symantec Class 3 organizational SSL Certificate used to authenticate end users to a Radius Server.

2. Description of the Certificate. This Section sets forth the terms and conditions regarding your application ("Certificate Application") for a Certificate and, if MSC TRUSTGATE.COM SDN BHD accepts your Certificate Application, the terms and conditions regarding your use of the Certificate to be issued by MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD. The Certificate provided under this Agreement is issued within the STN by MSC TRUSTGATE.COM SDN BHD.

The Certificate for which you have applied on behalf of your organization is a Symantec Class 3 organizational SSL Certificate within the STN. Class 3 organizational Certificates are issued to Devices to provide authentication, message, software, and content integrity and signing, and confidentiality encryption. Symantec Class 3 organizational SSL 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 Certificate Applicant was authorized to do so. The Certificate also provides assurances that the Subscriber is entitled to use the Domain or Intranet Domain name listed in the Certificate Application, if a Domain or Intranet Domain name is listed in such Certificate Application.

3. Processing the Certificate Application. For Secure Site, Secure Site Pro, Shared Hosting Security Service, and WLAN Server Certificates, upon MSC TRUSTGATE.COM SDN BHD's receipt of the necessary payment and upon completion of Authentication procedures

required for the Certificate you have purchased, MSC TRUSTGATE.COM SDN BHD will process your Certificate Application, and MSC TRUSTGATE.COM SDN BHD will notify you whether your Certificate Application is approved or rejected. For Managed PKI for SSL, Managed PKI for SSL Premium Edition, Managed PKI for Intranet SSL, and Managed PKI for Intranet SSL Premium Edition Certificates, upon MSC TRUSTGATE.COM SDN BHD completion of the Authentication procedures required for the Certificate you have purchased, MSC TRUSTGATE.COM SDN BHD will process your Certificate Application, and MSC TRUSTGATE.COM SDN BHD will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD of any errors. Upon receipt of such notice, MSC TRUSTGATE.COM SDN BHD may revoke your Certificate and issue you a corrected Certificate.

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 or Intranet Domain and/or organization name other than the one submitted by you on your Certificate Application, unless you have purchased the Shared Hosting Security Service; (iii) on more than one physical server or Device at a time, unless you have purchased the Licensed Certificate Option; or (iv) 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 are using the Licensed Certificate Option, you acknowledge and agree that this Option can result in increased security risks to your network and that MSC TRUSTGATE.COM SDN BHD expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple Devices. MSC TRUSTGATE.COM SDN BHD CONSIDERS THE UNLICENSED USE OF A CERTIFICATE ON A DEVICE THAT RESIDES ABOVE A SERVER OR SERVER FARM SOFTWARE PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW. If you choose to display Symantec's Secured Seal, you must install and display such Secured Seal only in accordance with the Secured Seal License Agreement and other terms and conditions as may be posted on <http://www.msctrustgate.com/repository.htm> . WLAN Server Certificates may only be used on a Radius Server. Symantec Secure Site, Secure Site Pro, Shared Hosting Security Service, Managed PKI for SSL and SSL Premium Edition, Managed PKI for Intranet SSL, and Managed PKI for Intranet SSL Premium Edition Certificates, are not to be used for Radius Server authentication purposes.

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 or Intranet Domain registration has changed, you must immediately notify MSC TRUSTGATE.COM SDN BHD 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. For Secure Site, Secure Site Pro, Shared Hosting Security Service, and WLAN Server Certificates, MSC TRUSTGATE.COM SDN BHD retains the right to revoke your Certificate if, within forty-five (45) days of receiving an invoice from MSC TRUSTGATE.COM SDN BHD, you do not pay the invoice. MSC TRUSTGATE.COM SDN BHD retains the right to revoke your Certificate at any time without notice if fail to perform any obligations under the terms of this Subscriber Agreement or if, in MSC TRUSTGATE.COM SDN BHD's sole discretion, you

have engaged in activities which MSC TRUSTGATE.COM SDN BHD determines are harmful to the STN.

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

7. Third-Party Service Providers. If you are purchasing a service from MSC TRUSTGATE.COM SDN BHD that includes one or more services provided by a third party, MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD'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. Unless otherwise stated herein, any terms and conditions for these products shall be provided to you directly by the third party service provider. MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD Representations and Warranties. MSC TRUSTGATE.COM SDN BHD represents and warrants to you that (i) there are no errors introduced by MSC TRUSTGATE.COM SDN BHD in your Certificate information as a result of MSC TRUSTGATE.COM SDN BHD's failure to use reasonable care in creating the Certificate; (ii) your Certificate complies in all material respects with the MSC TRUSTGATE.COM SDN BHD CPS; and (iii) MSC TRUSTGATE.COM SDN BHD's revocation services and use of the Repository conform to the MSC TRUSTGATE.COM SDN BHD CPS in all material aspects.

8.2 Your Representations and Warranties. You represent and warrant to MSC TRUSTGATE.COM SDN BHD and anyone who relies on your Certificate that (i) all the information you provide and all the representations you make to MSC TRUSTGATE.COM SDN BHD in your Certificate Application are accurate; (ii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iii) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (iv) 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; (v) 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; (vi) you will use your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (vii) you will use your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (viii) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (ix) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate; and (x) 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 STN, except with the prior written approval from MSC TRUSTGATE.COM SDN BHD, and shall not otherwise intentionally compromise the security of the STN. 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 STN, 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 MSC TRUSTGATE.COM SDN BHD 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 STN, except with the prior written approval from MSC TRUSTGATE.COM SDN BHD, and shall not otherwise intentionally compromise the security of the STN. 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 STN, 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.

9. Fees, Payments and Term of Service. As consideration for the Certificate and associated services you have purchased, you agree to pay MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD. 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 MSC TRUSTGATE.COM SDN BHD 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. MSC TRUSTGATE.COM SDN BHD will provide you notice prior to the renewal of your services at least thirty (30) days in advance of the renewal date. In addition, you are solely responsible for ensuring the services are renewed. MSC TRUSTGATE.COM SDN BHD 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 related to Symantec services or payments made by you hereunder. Set up fees, if any, will become payable on the applicable effective date for the applicable Symantec services. You are responsible for notifying MSC TRUSTGATE.COM SDN BHD 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 a Managed PKI for SSL, Managed PKI for SSL Premium Edition, Managed PKI for Intranet SSL, or Managed PKI for Intranet SSL Premium Edition Certificate, or 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, (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 Symantec services identified herein ("Symantec Intellectual Property Rights") are owned by Symantec or its licensors, and you agree to make no claim of interest in or ownership of any such Symantec Intellectual Property Rights. You acknowledge that no title to the Symantec Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Symantec 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 Symantec and all right, title and interest in and to each such Derivative Work shall automatically vest in Symantec. Symantec shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the Symantec Intellectual Property or make any attempt to obtain source code to the Symantec Intellectual Property (save to the extent that you cannot 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 MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD's Web sites, or upon notification to you by e-mail. You agree to periodically review MSC TRUSTGATE.COM SDN BHD's Web sites, including the current version of this Subscriber Agreement available on MSC TRUSTGATE.COM SDN BHD'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 MSC TRUSTGATE.COM SDN BHD with notice. Notice of your termination will be effective on receipt and processing by MSC TRUSTGATE.COM SDN BHD. Any fees paid by you if you terminate this Subscriber Agreement are nonrefundable. By continuing to use Symantec 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. MSC TRUSTGATE.COM SDN BHD 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 Symantec's services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of MSC TRUSTGATE.COM SDN BHD is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

12. Privacy. MSC TRUSTGATE.COM SDN BHD may place in your Certificate certain information that you provide for inclusion in your Certificate. MSC TRUSTGATE.COM SDN BHD may also (a) publish your Certificate and information about its status in MSC TRUSTGATE.COM SDN BHD's repository of Certificate information and make this information available to other repositories and (b) use such information for the purposes set out in this Subscriber Agreement which can be found in the Repository. 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 MSC TRUSTGATE.COM SDN BHD under this Agreement. If you are a customer of a Symantec entity that is not Symantec, Inc., you are aware that Symantec may transfer the information you provide in your Certificate Application to Symantec, 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 Symantec may take each of the actions specified in this Section.

13. Refund Policy. If you paid for the Certificate and you are not completely satisfied with the Certificate issued to you for any reason, you may request that MSC TRUSTGATE.COM SDN BHD revoke the Certificate within thirty (30) days of issuance and provide you with a refund. Following the initial 30 day period, you may request that MSC TRUSTGATE.COM SDN BHD revoke the Certificate and provide a refund only if Symantec and/or MSC TRUSTGATE.COM SDN BHD has breached a warranty or other material obligation under either this Subscriber Agreement relating to you or your Certificate. After MSC TRUSTGATE.COM SDN BHD revokes your Certificate, MSC TRUSTGATE.COM SDN BHD will reimburse you via check, for the full amount of the applicable fees paid for the Certificate. For more information on our refund policy, refer to the Repository. This Section does not apply to you if you have purchased a Managed PKI for SSL, Managed PKI for SSL Premium Edition, Managed PKI for Intranet SSL, or Managed PKI for Intranet SSL Premium Edition Certificate, or if you have purchased your Certificate from a Web Host.

14. Disclaimers of Warranties. YOU AGREE THAT YOUR USE OF SYMANTEC'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. SYMANTEC AND MSC TRUSTGATE.COM SDN BHD 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, MSC TRUSTGATE.COM SDN BHD AND SYMANTEC DO 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 MSC TRUSTGATE.COM SDN BHD AND SYMANTEC 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 SYMANTEC'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SYMANTEC'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. SYMANTEC AND MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD is threatened with suit or sued by a third party, MSC TRUSTGATE.COM SDN BHD may seek written assurances from you concerning your promise to indemnify MSC TRUSTGATE.COM SDN BHD, your failure to provide those assurances may be considered by MSC TRUSTGATE.COM SDN BHD to be a material breach of this Subscriber Agreement. MSC TRUSTGATE.COM SDN BHD shall have the right to participate in any defense by you of a third-party claim related to your use of any Symantec services, with counsel of MSC TRUSTGATE.COM SDN BHD's choice at your own expense. You shall have sole responsibility to defend MSC TRUSTGATE.COM SDN BHD against any claim, but you must receive the prior written consent of MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD 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.

16.1 OTHER LIMITATIONS. THIS SECTION 16.1 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, RELATING TO SERVICES PROVIDED UNDER THIS SUBSCRIBER AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MSC TRUSTGATE.COM SDN BHD SHALL NOT BE LIABLE FOR (A) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS. MSC TRUSTGATE.COM SDN BHD'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 RM400,000.00 ONLY THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 16.1 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. Force Majeure. Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any

cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott or other matter outside its reasonable control, provided that the party relying upon this Section 17 shall (i) have given the other party prompt written notice thereof and (ii) take all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event described in this Section 17 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

18. Export. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States") and Malaysia. Specifically, you shall not download or otherwise export or re-export any Certificate into or to (i) a national or resident of) Cuba, Iran, Iraq, Libya, Sudan, North Korea, or Syria or any other country where such use is prohibited under United States or Malaysia export regulations, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. WITH RESPECT TO SECURE SITE PRO, MANAGED PKI FOR SSL PREMIUM EDITION, AND MANAGED PKI FOR INTRANET SSL PREMIUM EDITION CERTIFICATES, MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD WITH THE INFORMATION MSC TRUSTGATE.COM SDN BHD NEEDS IN ORDER TO REPORT SUCH EXPORTS TO THE UNITED STATES GOVERNMENT.

19. Severability. You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

20. Governing Law. The parties agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of Malaysia, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subscriber Agreement.

21. Dispute Resolution. To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Subscriber Agreement, you shall notify MSC TRUSTGATE.COM SDN BHD, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed by referring such dispute to arbitration in Kuala Lumpur, Malaysia in accordance with the Rules of Arbitration for Kuala Lumpur Regional Centre for Arbitration by any party. The Tribunal shall consist one (1) arbitrator to be appointed by the Chairman of the Kuala Lumpur Regional

Centre for Arbitration and the proceedings shall be conducted in English language. The decision of the arbitration shall be final and binding on all parties. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how or any other intellectual property rights.

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

23. Notices and Communications. You will make all notices, demands or requests to MSC TRUSTGATE.COM SDN BHD with respect to this Subscriber Agreement in writing to the "Contact" address listed on MSC TRUSTGATE.COM SDN BHD's website which may be assessed at <http://www.msctrustgate.com>

24. Entire Agreement. This Subscriber Agreement, the Seal License Agreement (if you choose to display a Secured Seal), and if you are a Web Host, your Web Host agreement with MSC TRUSTGATE.COM SDN BHD, constitute the entire understanding and agreement between MSC TRUSTGATE.COM SDN BHD 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 MSC TRUSTGATE.COM SDN BHD 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.