

**MSC TRUSTGATE.COM SDN BHD LICENSE AGREEMENT FOR SYMANTEC<sup>®</sup> SECURED SEAL**

YOU MUST READ THIS **MSC TRUSTGATE.COM SDN BHD (“MSC TRUSTGATE”) LICENSE AGREEMENT FOR SYMANTEC<sup>®</sup> SECURED SEAL**

(“SEAL LICENSE AGREEMENT”) CAREFULLY BEFORE APPLYING FOR, ACCEPTING OR USING A SECURED SEAL (AS DEFINED HEREIN), HEREINAFTER KNOWN AS (“SEAL”). IF YOU DO NOT AGREE TO THE TERMS OF THIS SEAL LICENSE AGREEMENT, YOU AGREE NOT TO INSTALL OR DISPLAY THE SEAL. BY CLICKING "I ACCEPT" OR BY INSTALLING OR DISPLAYING A SEAL, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THE TERMS OF THIS SEAL LICENSE AGREEMENT AND THIS SEAL LICENSE IS ENTERED INTO BETWEEN MSC TRUSTGATE AND THE ORGANIZATION EXECUTING THIS SEAL LICENSE AGREEMENT ("YOU" AND "YOUR").

IF YOU ARE THE CUSTOMER OF A WEB HOST (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOUR WEB HOST IS AUTHORISED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, CEASE DISPLAYING THE SEAL ON YOUR BEHALF. BY DISPLAYING THE SEAL, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS SEAL LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SEAL LICENSE AGREEMENT, PLEASE DO NOT DISPLAY THE SEAL.

IF YOU ARE A WEB HOST AND ARE ACTING AS THE AUTHORISED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A SEAL, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTION 6.2. IF YOU ARE A WEB HOST AND ARE APPLYING FOR YOUR OWN SEAL, THIS SEAL LICENSE AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 6.2.

## **1. Definitions**

**“Managed PKI for SSL Certificate”** shall mean a Class 3 organizational SSL Certificate issued using a Managed PKI for SSL account.

**“Repository”** shall mean the collection of documents located at the link for the repository which may be accessed from the home page of MSC TRUSTGATE’s website.

**"Secured Seal" or "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 from MSC TRUSTGATE; and (ii) when such visitor clicks the image, the Splash Page is displayed.

**"Secured Seal Installation Instructions"** shall mean that set of instructions that may be viewed on the Repository and/or that You receive with a Seal.

**“Global Server ID”** shall mean a Symantec issued Class 3 organizational SSL Certificate obtained through MSC TRUSTGATE.

**“Secure Server ID”** shall mean a Symantec issued Class 3 organizational SSL Certificate obtained through MSC TRUSTGATE that includes support for Server Gated Cryptography.

**“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.

**“Services Agreement”** shall mean the agreement(s) that You enter into with MSC TRUSTGATE for the purchase of the Symantec Services.

**“Splash Page”** is a Web page generated and hosted by Symantec that is displayed when a visitor to Your Website clicks on the Seal on Your Website. Such Web page indicates to such visitor which Symantec Services You have purchased from MSC TRUSTGATE and whether that service is still active.

**“SSL Certificate”** shall mean a Global Server ID, Secure Server ID, Managed PKI for SSL Certificate.

**“Symantec Services”** shall mean the purchase from MSC TRUSTGATE of a service provided by Symantec and indicated on the Splash Page.

**“Symantec Trust Network<sup>SM</sup>” (“STN”)** shall mean the Symantec Trust Network that is a global public key infrastructure that provides SSL Certificates for both wired and wireless applications.

**“Web Host”** shall mean an entity, such as an Internet Service Provider (“ISP”) or Web hosting service provider, hosting the website of another.

**“Your Website”** shall mean a website owned or controlled by You or a website for which Your right to use has been sufficiently proven by You to MSC TRUSTGATE’s satisfaction.

**2. License.** Subject to the terms and conditions of this Seal License Agreement, MSC TRUSTGATE grants to You a nonexclusive, non-transferable, non-sublicenseable license during the term of this Seal License Agreement to: (a) in accordance with the Secured Seal Installation Instructions, download, install and display on each page of Your Website a single copy of the Seal; and (b) use the Secured Seal solely for the purpose of identifying You and Your Website as an MSC TRUSTGATE customer using a Symantec Service in accordance with the terms of this Seal License Agreement.

### **3. License Restrictions.**

**3.1 General Use Restrictions.** You are prohibited from using Your Seal (a) for or on behalf of any other organization, (b) on any website other than Your Website or (c) in the absence of the Splash Page.

**3.2 Termination.** If You cease to be a customer of any applicable Symantec Service, this Seal License Agreement shall automatically terminate. In addition, Symantec and MSC TRUSTGATE reserve the right to terminate this Seal License Agreement immediately (i) if You fail to perform any of Your obligations hereunder or under any applicable Services Agreement; or (ii) if You are a SSL Certificate customer utilizing a Web Host, if You or Your Web Host has: (a) failed to perform any of Your/its obligations hereunder or under the applicable Services Agreement; or (b) compromised the security or integrity of the STN.

**3.3 Obligations upon Termination or Expiry.** Upon termination or expiry of this Seal License Agreement, You shall immediately cease displaying and using Your Seal and, in the event that the Seal is installed on Your Website rather than hosted by Symantec, You shall immediately and permanently remove the Seal from the Server(s) on which it is installed and shall not use it for any purpose thereafter.

**3.4 Intellectual Property Use Restrictions.** You shall not copy, sell, rent, lease, transfer, assign or sublicense the Seal, in whole or in part. You shall not alter or tamper with the Seal in any way, including but not limited to skewing; modifying the colour, size, pattern and fonts; and separating logo elements, copyright and trademark indicators, or attempting to alter or suppress access to the Splash Page. You shall use the Seal in accordance with the terms of this Seal License Agreement and as may be permitted in terms and conditions related to the use and display of the Seal as posted from time to time on the MSC

TRUSTGATE website. You shall take no action that will interfere with or diminish Symantec and/or MSC TRUSTGATE's rights in the Seal or underlying products and services. If You believe that the Secured Seal has been copied or is being used in any way that constitutes intellectual property rights infringement, You should report it immediately at [support@msctrustgate.com](mailto:support@msctrustgate.com). Breach of any of the above restrictions shall be considered a material breach of this Seal License Agreement as a result of which Symantec and/or MSC TRUSTGATE shall have the right to terminate this Seal License Agreement immediately.

**3.5 High Volume Option.** This Section applies only to SSL Certificate Customers. If You are using the Flash version of the Seal, in the event that Your volume of Web page views on Your Website that use the Seal exceeds 10,000 per day, then Symantec and/or MSC TRUSTGATE reserves the right to require You to host the Seal on Your Website in accordance with instructions to be provided by MSC TRUSTGATE if You desire to continue to display the Seal. MSC TRUSTGATE will provide no less than thirty (30) days written or electronic notice of the requirement for You to host the Seal. After such period, Symantec may cease displaying the Seal on Your behalf and this Seal License Agreement will be terminated or suspended until such time as You host the Seal on Your Website, in accordance with instructions provided by MSC TRUSTGATE.

#### **4. Obtaining the Seal.**

In order to obtain and display the Seal, You must first apply for and obtain one or more of the Symantec Services from MSC TRUSTGATE. Once You have purchased a Symantec Service, You should then follow the Secured Seal Installation Instructions to obtain the Seal. After You receive Your Seal, You must review the information in it before using it and promptly notify MSC TRUSTGATE of any errors.

5. Intellectual Property Rights. You acknowledge that Symantec, its vendors and/or its licensors retain all intellectual property rights ("Intellectual Property Rights") in and to the ideas, concepts, techniques, inventions, processes or works of authorship comprising, embodied in or practiced in connection with the Seal, HTML code, Flash and JavaScript files and other products or services provided by Symantec hereunder. You shall not acquire any rights of any kind in the Seal, software, documentation, trademarks, service marks, trade names or product names.

#### **6. Representations and Warranties.**

**6.1 Your Representations and Warranties.** You represent and warrant to, MSC TRUSTGATE and anyone who relies on Your Seal that (a) all information contained in any application or enrollment form for any Symantec Service was true and correct as of the time of submission, and that such information (including any domain name or e-mail address) does not infringe the Intellectual Property Rights of any third parties; and (b) You will use the Seal in accordance with this Seal License Agreement only.

**6.2 Web Host Representations and Warranties.** Web Host represents and warrants to MSC TRUSTGATE and anyone who relies on its customer's Seal that: (a) it has the authority of its customer to enter into this Seal License Agreement on such customer's behalf and to provide customer's information to MSC TRUSTGATE; (b) it shall procure its customer's compliance with the terms and conditions of this Seal License Agreement; (c) any customer information it provides in the application or enrollment process for a Service or Seal shall be the exact information provided to it by such customer; (d) any Web Host information it provides in the application or enrollment process for a Service or Seal (including any domain name or e-mail address) is accurate and true and does not infringe the Intellectual Property Rights of any third parties; (e) it will use its customer's Seal in accordance with this Seal License Agreement only; and (f) it shall not allow any website it hosts to display a Seal or any Symantec and/or MSC TRUSTGATE intellectual property unless such website is licensed to do so.

#### **7. Disclaimer and Limitation of Liability.**

**7.1 DISCLAIMER.** YOU AGREE THAT YOUR USE OF THE SEAL IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SEALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS SEAL LICENSE AGREEMENT. SYMANTEC AND MSC

TRUSTGATE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW. NEITHER SYMANTEC NOR MSC TRUSTGATE MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE SEAL WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES SYMANTEC OR MSC TRUSTGATE MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SEAL OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH EITHER SYMANTEC OR MSC TRUSTGATE. TO THE EXTENT THAT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**7.2 LIMITATION OF LIABILITY.** SYMANTEC AND/OR MSC TRUSTGATE DO NOT LIMIT THEIR LIABILITY FOR FRAUD OR DEATH OR PERSONAL INJURY CAUSED BY THEIR NEGLIGENCE. SUBJECT TO THE PROVISIONS OF THIS SECTION 7.2, IN NO EVENT SHALL SYMANTEC'S AND/OR MSC TRUSTGATE'S AGGREGATE LIABILITY TO ANY AND ALL PERSONS FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES RELATING TO, IN WHOLE OR IN PART, THIS SEAL LICENSE AGREEMENT OR A SEAL, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE SERVICE FEE PAID BY YOU TO MSC TRUSTGATE UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SYMANTEC AND/OR MSC TRUSTGATE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, RELIANCE OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, DATA, REVENUE OR LOSS RESULTING FROM BUSINESS INTERRUPTION, EVEN IF SYMANTEC AND/OR MSC TRUSTGATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Indemnity.** You shall indemnify MSC TRUSTGATE and its directors, officers, agents, employees, contractors, parents, affiliates or subsidiaries (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless from and against any losses, costs, damages, expenses and fees (including attorneys' fees) incurred by the Indemnified Parties in connection with: (a) any breach by You of any representation, warranty, guarantee, term, condition or obligation under this Seal License Agreement (including but not limited to infringement of any Intellectual Property Right); or (b) Your unauthorized acts or omissions related to the unauthorized use of the Seal (collectively, the "Indemnity Conditions"). Upon appropriate notice, You shall defend, at Your expense, any claim brought against one or more of the Indemnified Parties based on or arising from one or more of the Indemnity Conditions.

**9. Term.** Unless earlier terminated in accordance with the terms hereof, this Seal License Agreement shall continue in effect until the termination or expiration of the last Services Agreement that entitles You to use the Seal. The provisions of Sections 3.3, 7-9 and 12-18 shall survive termination.

**10. Modifications to Seal License Agreement.** Except as otherwise provided in this Seal License Agreement, You agree, during the term of this Seal License Agreement, that MSC TRUSTGATE may: (a) revise the terms and conditions of this Seal License Agreement; and/or (b) change part of the services provided under this Seal License Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Seal License Agreement or change to the service(s) at <https://www.msctrustgate.com/repository.htm>. You agree to periodically review MSC TRUSTGATE's website and the above URL, including the current version of this Seal License Agreement, to be aware of any such revisions. If You do not agree with any revision to the Seal License Agreement, You shall immediately cease using and displaying the Seal. By continuing to use and display Your Seal after any revision to this Seal License Agreement or change in service(s), You agree to abide by and be bound by any such revisions or changes.

**11. Privacy Matters.** The Secured Seal indicates which Symantec Services You have purchased from MSC TRUSTGATE. You agree that Symantec may place in Your Seal and the Splash Page certain

information that You provide during application or enrollment for a Symantec Service from MSC TRUSTGATE. You understand that by placing the Seal on Your Website, Symantec and/or MSC TRUSTGATE shall have the right to capture use and disclose IP addresses (which do not include any personally-identifiable information) of visitors to Your Website. Symantec and/or MSC TRUSTGATE shall use and disclose such information only for the purposes of (i) preparing reports about the use of the Secured Seal that may be provided to customers, potential customers and the general public, (ii) improving the utility of the Seal or creating new services, or (iii) complying with a court order, law or requirement of any government agency.

**12. Force Majeure.** Except for the 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, industrial strike, lockout, boycott or other matter outside its reasonable control, provided that the party relying upon this Section shall (a) have given the other party prompt written notice thereof; and (b) 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 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Seal License Agreement.

**13. Severability.** You agree that the terms of this Seal License 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 Seal License Agreement; this Seal License Agreement will be deemed amended to the extent necessary to make this Seal License 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.

#### **14. Governing Law and Jurisdiction.**

**14.1 Governing Law.** The Parties agree that this contract is made and performed in Malaysia. This Seal License Agreement shall be governed by the laws of the Malaysia, without reference to conflict of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Seal License Agreement.

**14.2 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 Seal License Agreement, You shall notify MSC TRUSTGATE, 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, the dispute arising in connection with this Seal License Agreement can be referred 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 Seal License 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.

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

**16. Notices and Communications.** You will make all notices, demands or requests to MSC TRUSTGATE with respect to this Seal License Agreement in writing to MSC Trustgate.com Sdn Bhd, Suite 2-9 , Level 2 , Block 4801, CBD Perdana, Jalan Perdana 63000, Cyberjaya , Selangor Darul Ehsan.

**17. Entire Agreement.** This Seal License Agreement and any applicable Services Agreement constitute the entire understanding and agreement between MSC TRUSTGATE and You with respect to the transactions contemplated, and supercedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between MSC TRUSTGATE and You concerning the subject matter hereof. Neither party is relying upon any representations, warranties, guarantees, assurances or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein, unless it was made fraudulently. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Seal License Agreement. Terms and conditions in any purchase orders that are not included in this Seal License Agreement or that conflict with this Seal License Agreement are null and void.

**18. Third Party Beneficiary.** You are hereby notified that Symantec, Inc. ("Symantec"), a Delaware corporation, located at 487 East Middlefield Road, Mountain View, California 94043, is a third-party beneficiary to this Seal License Agreement and the provisions of this Seal License Agreement are enforceable by Symantec in addition to MSC TRUSTGATE.

**MSC TRUSTGATE LICENSE AGREEMENT FOR SYMANTEC SECURED SEAL V 3.0<sup>®</sup>**