**THIS EXTENDED WARRANTY PROTECTION PLAN** ("Plan") is provided by Symantec Corporation ("Symantec") to NetSure Subscribers identified below. NetSure Subscribers holding Symantec Trust Network, Thawte, GeoTrust, or RapidSSL Certificates will receive the limited warranty protection subject to terms and conditions of the Plan. This Plan is made an integral part of, and is incorporated by reference in, the applicable Service Agreement governing each eligible Service under which Symantec issues certain Certificates. Appendix A, <u>List of Covered Services</u>, provides a list of the eligible Services under this Plan. Appendix B, <u>Warranty Limits</u>, states the amount of available warranty protection for each Certificate type issued as part of the eligible Service.

NETSURE® PROTECTION PLAN VERSION 8.0 March 2014

GEOSURE PROTECTION PLAN VERSION 7.0 March 2014

THAWTE PROTECTION PLAN VERSION 2.0 March 2014

**Plan Definitions.** Unless otherwise noted in the Plan, defined terms shall have the meanings given to them in the Certification Practices Statement applicable to the respective Certificate.

"Erroneous Issuance" means: (i) issuance of a NetSure Certificate by Symantec in a manner not materially in accordance with the procedures required by the CPS; (ii) issuance of a NetSure Certificate by Symantec to an entity other than the one named as the subject of the Certificate; (iii) or issuance of a NetSure Certificate without the authorization of the entity named as the subject of such Certificate.

"NetSure Certificate" means any of the types of Certificates that are subject to this Plan, as listed in Appendix A, <u>List of Covered Services</u>.

"NetSure Subscriber" means a Subscriber who is an individual or organization that is the subject of and has been issued a NetSure Certificate, and is capable of using and is authorized to use the private key that corresponds to the public key listed in the Certificate at issue.

"Plan" means the NetSure Protection Plan, *i.e.*, this document in effect at the time of purchase of the applicable NetSure Certificate or at the time of purchase of Units. For clarification, this document: (i) applies equally to the NetSure Protection Plan, GeoSure Protection Plan and the Thawte Protection Plan; and (ii) supersedes previous versions of the NetSure Protection Plan, GeoSure Protection Plan and the Thawte Protection Plan as applied to NetSure Certificates or Units purchased following the publication of this Plan.

"Repository" means the collection of documents made available from the web site where the Certificate was issued and is maintained for the purpose of compliance with any applicable CPS. A link to the repository is also found in the NetSure Certificate.

"Service Agreement" means, at any given time, the current version of the agreement(s) under which a NetSure Subscriber obtained a NetSure Certificate. See Appendix A.

"Subscription Period" means the time for which the subject NetSure Certificate is paid and valid.

"Unit" means the number of Certificates multiplied and duration of Certificates purchased measured by years, purchased and pre-loaded into a NetSure Subscriber's MPKI for SSL service account. Use of additional features may increase the number of Units required for issuance of a Certificate.

- 1. Who is Covered. Individuals and organizations meeting the definition of a NetSure Subscriber who have been issued an eligible and valid NetSure Certificate are covered by this Plan. For clarification, Certificates that are not covered under the Plan include, but are not limited to: (a) co-branded Certificates; (b) white-labeled Certificates; and (c) Certificates where Symantec does not act as both the "Registration Authority" and the "Certification Authority" for such Certificates (as defined in the Symantec Trust Network Certification Practices Statement). Certificates not eligible under the Plan, include, but are not limited to, Certificates validated and processed by VeriSign Japan K.K. or GeoTrust Japan, Inc. (or their successor-in-interest), any Symantec Website Security Affiliates (<a href="http://www.verisign.com/verisign-worldwide/">http://www.verisign.com/verisign-worldwide/</a>), or any non-Symantec entity (including, but not limited to, Symantec partners, resellers, and the like that are not wholly-owned by Symantec).
- **2. When the Coverage Applies.** Each NetSure Subscriber is protected for covered losses (as described in this Plan) that occur during the Subscription Period.
- 3. What is Covered.
- **3.1 Limited Warranty Regarding a NetSure Certificate.** Symantec warrants that at the time of issuance of a NetSure Certificate:
- (a) there are no material misrepresentations of fact in the NetSure Certificate known to or originating from Symantec;
- (b) there are no errors in the information in the NetSure Certificate that were introduced by Symantec as a result of its failure to exercise reasonable care as required under the CPS in creating the NetSure Certificate;
- (c) the NetSure Certificate met all material requirements of the applicable CPS; and
- (d) all information in or incorporated by reference in the NetSure Certificate, except for Non Verified Subscriber Information, is accurate. SYMANTEC IS NOT LIABLE FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 3.1 TO THE EXTENT SUCH BREACH ARISES FROM THE CONDUCT OF THE NETSURE SUBSCRIBER ITSELF (AS OPPOSED TO SYMANTEC) IN ISSUING OR INCORPORATING INFORMATION INTO THE NETSURE CERTIFICATE.
- **3.2 Limited Warranty Against Unauthorized Use, Unauthorized Disclosure, and Compromise.** Symantec warrants that, during the Subscription Period, Symantec's private key corresponding to the public key in the NetSure Certificate will not be subject to Compromise, unauthorized use, or unauthorized disclosure negligently caused by or permitted by Symantec prior to the revocation or

expiration of such Certificate. SYMANTEC IS NOT LIABLE FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 3.2 TO THE EXTENT THE BREACH ARISES FROM THE CONDUCT OF THE NETSURE SUBSCRIBER ITSELF (AS OPPOSED TO SYMANTEC) IN CAUSING A COMPROMISE, UNAUTHORIZED USE, OR UNAUTHORIZED DISCLOSURE.

- **3.3 Limited Warranties Against Erroneous Issuance.** Symantec warrants that, during the Subscription Period, NetSure Certificates are issued to the entities named as subjects of such Certificates and were not issued as a result of Erroneous Issuance. SYMANTEC IS NOT LIABLE FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 3.3 TO THE EXTENT THE BREACH ARISES FROM THE CONDUCT OF THE NETSURE SUBSCRIBER ITSELF (AS OPPOSED TO SYMANTEC) IN CAUSING AN ERRONEOUS ISSUANCE.
- 4. Payment Requests and Payments Under the Plan.
- **4.1 Requirements for Making a Payment Request.** In order to make a request for payment under Section 4.2, a NetSure Subscriber must:
- (a) submit a written report containing the following information: requestor's name, address, phone number and email address; Certificate serial number; Certificate type; Certificate effective date; date of loss; and brief description of the incident (collectively, the "Loss Report") to Symantec. The Loss Report may be submitted to Symantec either by mail or email. If by mail, to: Symantec Corporation, Attn: Authentication Services Business NetSure Payment Request, 350 Ellis Street, Mountain View, CA 94043. If by email to: Netsure\_Warranty@symantec.com;
- (b) provide other information reasonably requested by Symantec, its agents, or its employees (including without limitation proof of the NetSure Subscriber's actual damages); and
- (c) provide reasonable cooperation with any investigation concerning damages to the NetSure Subscriber.
- **4.2 NetSure Payments.** For a breach of one or more of the limited warranties in Section 3, above, as verified by Symantec, Symantec shall pay a NetSure Subscriber for actual damages incurred up to the limitations defined in Section 5, below.
- **4.3 Notice and Limitations Period.** Symantec shall have no obligation to make a payment under the Plan unless the NetSure Subscriber: (a) submits a Loss Report as required by Section 4.1; and (b) submits such report within twelve (12) months following the earlier of: (y) the event giving rise to the alleged breach of warranty; or (z) the end of the Subscription Period of the affected NetSure Certificate.
- **4.4 Dispute Resolution.** To the extent permitted by law, before a NetSure Subscriber files suit or initiates an administrative claim with respect to a dispute involving any aspect of this Plan, a NetSure Subscriber must notify Symantec according to this section, and any other party to the dispute for the purpose of seeking business resolution. Both the NetSure Subscriber and Symantec must make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial written notice to Symantec, then the NetSure Subscriber may proceed as permitted under applicable law.

- 5. Limitations on Payments Under the Plan.
- 5.1 Warranty Limit.
- (a) **Warranty Limit Term.** The term "Warranty Limit Term" is defined as the period from when a NetSure Subscriber enters into the first Services Agreement with Symantec and continues indefinitely.
- (b) **Maximum Payment for a Claim.** Payment for any individual claim is limited to the applicable warranty limit for the affected NetSure Certificate type, defined in Appendix A, <u>List of Covered Services</u> (each, a "Claim Limit"). The Claim Limit shall be the limit in effect at the time the NetSure Certificate or a Unit was purchased.
- (c) **Total Maximum Payment.** The aggregate amount payable to a NetSure Subscriber during the Warranty Limit Term is limited to the highest warranty value available to the NetSure Subscriber, for a current, valid NetSure Certificate, even if different types of NetSure Certificates are purchased ("Warranty Limit"). The Warranty Limit may increase at Symantec's discretion during the Warranty Limit Term. All payments under the Plan reduce the amount of the Warranty Limit available for future payments. Once the Warranty Limit of a NetSure Subscriber is exhausted, Symantec has no further obligation to make further payments under the Plan.
- (b) **Erroneous Issuance.** For breaches due to Erroneous Issuance the Certificate issued due to the Erroneous Issuance is not deemed the same as the NetSure Subscriber's own (correctly-issued) Certificate. For this type of breach, only one (1) Claim Limit applies to the breach. Any payments made under Section 4 reduce the applicable Warranty Limit. Further, the issuance of a Certificate as a result of Erroneous Issuance is deemed a single breach regardless of: (i) how many parties rely on that Certificate; (ii) the number or amount of losses sustained by the NetSure Subscriber as a result of the issuance of such Certificate; or (iii) the number of other Certificates held by the NetSure Subscriber.
- **6. PERSONS EXCLUDED FROM THE PLAN; NO THIRD PARTY BENEIFICIARY.** SYMANTEC PROVIDES THE LIMITED WARRANTIES IN SECTION 3 ONLY TO THE NETSURE SUBSCRIBERS. SYMANTEC MAKES NO WARRANTY UNDER THIS PLAN TO ANY OTHER PERSON OR ENTITY. THIS PLAN IS NOT INTENDED TO CREATE ANY THIRD PARTY BENEFICIARY RIGHTS FOR ANY OTHER PERSON OR ENTITY.
- **7. Liability Caused by Party Other Than Symantec.** The limited warranties in Section 3 do not apply to losses or damages caused in whole or in part by a third party or a NetSure Subscriber's own breach of any warranty or obligation in its Service Agreement. Symantec shall not be liable for actions outside its scope of control.
- **8. Exceptions to the Plan.** The limited warranties in Section 3 do not apply to losses or damages of a NetSure Subscriber, caused wholly or partially by:
- (a) breach by such NetSure Subscriber of a material obligation under the Service Agreement;

- (b) Use of Certificates in a manner outside the permitted scope of use as set forth in the applicable Service Agreement;
- (c) Reliance upon information contained in or incorporated in a NetSure Certificate where such reliance is unreasonable or unjustified for any reason, in light of, among other things, facts that the NetSure Subscriber knows or should know, the course of dealing between pertinent parties or trade usage:
- (d) The failure or unreasonable delay of such NetSure Subscriber to properly communicate a request for revocation of a NetSure Certificate as required by the Service Agreement;
- (e) The failure of such NetSure Subscriber to exercise reasonable care to prevent Compromise of the NetSure Subscriber's own private key including, but not limited to, failure of such NetSure Subscriber to use a trustworthy system to protect its private key;
- (f) The failure of a NetSure Subscriber to apply reasonable security measures to verify the digital signature of the NetSure Certificate;
- (g) The failure of such NetSure Subscriber to apply reasonable security measures prior to and during the creation, storage, and transfer of encrypted messages, including without limitation (i) the failure to determine that such NetSure Certificate is an operational Certificate; and (ii) the failure to validate a Certificate chain for the NetSure Certificate:
- (h) The failure, if applicable, of such NetSure Subscriber to use an industry-standard public key algorithm with at least the designated and recommended minimum modulus size ("Accepted Algorithms");
- (i) The failure, if applicable, of such NetSure Subscriber to use any public key algorithm other than Accepted Algorithms;
- (j) Any condition or incident of force majeure under the Service Agreement;
- (k) Acts by any persons whose illegal or unauthorized conduct damages, alters, impedes, or otherwise misuses the facilities or services of Internet service providers or other providers of telecommunications or value-added services including, but not limited to, the use or reproduction of malicious software such as computer viruses;
- (I) The failure of communications infrastructure, processing, or storage media or mechanisms, including components thereof, not under the exclusive ownership or control of Symantec;
- (m) Brown-outs, power failures, or other disturbances to electrical power;
- (n) Illegal acts by a person coercing the NetSure Subscriber to perform acts causing the NetSure Subscriber's loss or damages;
- (o) Use or reliance upon demonstration or test Certificates; and

- (p) Such NetSure Subscriber's monitoring, interfering with, or reverse engineering, directly or indirectly, the technical implementation of the Symantec public certification services.
- 9. Disclaimers of Warranty.
- 9.1 SPECIFIC DISCLAIMERS. EXCEPT AS EXPRESSLY STATED IN SECTION 3, SYMANTEC:
- (A) DOES NOT MAKE ANY WARRANTIES REGARDING NON-VERIFIED SUBSCRIBER INFORMATION CONTAINED IN NETSURE CERTIFICATES;
- (B) SHALL NOT INCUR LIABILITY FOR REPRESENTATIONS OF FACT CONTAINED IN A NETSURE CERTIFICATE, PROVIDED THE CERTIFICATE WAS PREPARED SUBSTANTIALLY IN COMPLIANCE WITH THE CPS;
- (C) DOES NOT WARRANT "NON-REPUDIATION" FOR ANY NETSURE CERTIFICATE OR ANY MESSAGE (BECAUSE NONREPUDIATION IS DETERMINED EXCLUSIVELY BY LAW AND THE APPLICABLE FINAL DISPUTE RESOLUTION MECHANISM); AND
- (D) SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE NOT UNDER EXCLUSIVE OWNERSHIP OF, EXCLUSIVE CONTROL OF, OR LICENSED TO SYMANTEC.
- 9.2 GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3 AND THE SERVICE AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC DISCLAIMS: (A) ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND OBLIGATIONS OF ANY TYPE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF THE ACCURACY OF INFORMATION PROVIDED BY CERTIFICATE APPLICANTS, SUBSCRIBERS, AND THIRD PARTIES; AND (B) ANY LIABILITY FOR ANY ACTS BY THIRD PARTIES THAT CONSTITUTE OR MAY BE HELD TO CONSTITUTE NEGLIGENCE, RECKLESSNESS, AND/OR STRICT LIABILITY, WHETHER SOLELY OR JOINTLY ACTED WITH ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY NETSURE SUBSCRIBER.
- 10. LIMITATION ON DAMAGES. EXCEPT FOR A REQUEST FOR PAYMENT UNDER SECTION 4.1, DAMAGES SUSTAINED BY ANY NETSURE SUBSCRIBER, COMBINED WITH ANY AND ALL DAMAGES SUSTAINED BY ANY AND ALL OTHER PERSONS CAUSED BY THE USE OF OR RELIANCE ON ANY NETSURE CERTIFICATE SHALL BE LIMITED TO THE LIMIT SET FORTH IN THE APPLICABLE SERVICES AGREEMENT.
- **11. Amendments.** Symantec shall be entitled to amend this Plan from time to time (prospectively and not retroactively). Any such change will be binding and effective immediately upon publication of the change on Symantec's websites, or upon notification to the NetSure Subscriber by email.
- **12. General.** Any subject matter not included in the Plan shall be as provided in the applicable CPS and/or Services Agreement, in that order.

## Appendix A: LIST OF COVERED SERVICES

This Plan is made an integral part of, and is incorporated by reference in, the following Service Agreements:

- The Symantec Trust Network Certificate Policies, which is published at: <a href="http://www.symantec.com/content/en/us/about/media/repository/stn-cp.pdf">http://www.symantec.com/content/en/us/about/media/repository/stn-cp.pdf</a>
- The Symantec Trust Network Certification Practices Statement, which is published at: http://www.symantec.com/content/en/us/about/media/repository/stn-cps.pdf
- The Symantec SSL Certificate Subscriber Agreement, which is published at: http://www.symantec.com/content/en/us/about/media/repository/ssl-subscriber-agreement.pdf
- The Symantec Code Signing Certificate Subscriber Agreement, which is published at: <a href="http://www.symantec.com/content/en/us/about/media/repository/code-signing-subscriber-agreement.pdf">http://www.symantec.com/content/en/us/about/media/repository/code-signing-subscriber-agreement.pdf</a>
- The Symantec Managed PKI for SSL Certificate Services Agreement, which is published at: <a href="http://www.symantec.com/content/en/us/about/media/repository/mpki-ssl-services-agreement-service-description.pdf">http://www.symantec.com/content/en/us/about/media/repository/mpki-ssl-services-agreement-service-description.pdf</a>
- The Symantec Trust Center Enterprise Account Agreement, which is published at: http://www.symantec.com/content/en/us/about/media/repository/tce-account-agreement.pdf
- The Thawte Certification Practice Statement, which is published at: https://www.thawte.com/repository/
- The Thawte SSL Certificate Subscriber Agreement, which is published at: https://www.thawte.com/repository/
- The Thawte Code Signing Certificate Subscriber Agreement, which is published at: https://www.thawte.com/repository/
- The Thawte Certificate Center Enterprise Account Agreement, which is published at: <a href="https://www.thawte.com/repository/">https://www.thawte.com/repository/</a>
- The GeoTrust Certificate Practices Statement, which is published at: http://www.geotrust.com/resources/repository/legal/
- The GeoTrust SSL Certificate Subscriber Agreement, which is published at: http://www.geotrust.com/resources/repository/legal/
- Enterprise SSL Agreement, which is published at: http://www.geotrust.com/resources/repository/legal/
- The RapidSSL Certificate Practice Statement, which is published at: <a href="http://www.geotrust.com/resources/repository/legal/">http://www.geotrust.com/resources/repository/legal/</a>
- The RapidSSL SSL Certificate Subscriber Agreement, which is published at: <a href="http://www.rapidssl.com/resources/pdfs/RapidSSL\_Subscriber\_Agmt\_v2.0.pdf">http://www.rapidssl.com/resources/pdfs/RapidSSL\_Subscriber\_Agmt\_v2.0.pdf</a>

## Appendix B: WARRANTY LIMITS

The following certificates are NetSure Certificates:	If Issued On or After: TBD, 2014
WHERE THE NETSURE SUBSCRIBER HOLDS:	THE WARRANTY LIMIT IS:
Symantec Trust Network Certificates	
SECURE SITE WITH EXTENDED VALIDATION; SECURE SITE PRO WITH EXTENDED VALIDATION; MPKI FOR SSL STANDARD WITH EXTENDED VALIDATION; MPKI FOR SSL PREMIUM WITH EXTENDED VALIDATION	USD \$1,750,000
SECURE SITE PRO CERTIFICATE; MPKI FOR SSL PREMIUM CERTIFICATE	USD \$1,500,000
SECURE SITE CERTIFICATE; MPKI FOR SSL STANDARD CERTIFICATE	USD \$1,500,000
Secure Site Pro WILDCARD SSL CERTIFICATE Secure Site WILDCARD SSL CERTIFICATE	USD \$1,500,000
MPKI FOR INTRANET SSL PREMIUM CERTIFICATE	USD \$250,000
MPKI FOR INTRANET SSL STANDARD CERTIFICATE; CODE SIGNING CERTIFICATE**	USD \$125,000
ANY SYMANTEC TRUST NETWORK CERTIFICATE SUBJECT TO THE LICENSED CERTIFICATE OPTION	USD \$10,000
ANY SINGLE SYMANTEC TRUST NETWORK CERTIFICATE DEPLOYED ACROSS MULTIPLE SERVERS OR DEVICES	USD \$10,000
**CODE SIGNING CERTIFICATES	USD \$0

ISSUED PURSUANT TO CODE SIGNING PORTAL ACCOUNTS ARE <b>NOT</b> CONSIDERED NETSURE CERTIFICATES	
Thawte Certificates	
THAWTE SSL WEB SERVER CERTIFICATE WITH EXTENDED VALIDATION	USD \$1,500,000
THAWTE SGC SUPERCERT	USD \$1,250,000
THAWTE SSL WEB SERVER CERTIFICATE	USD \$1,250,000
THAWTE SSL Webserver WILDCARD SSL CERTIFICATE	USD \$1,250,000
THAWTE SSL123 CERTIFICATE	USD \$500,000
THAWTE CODE SIGNING CERTIFICATE	USD \$50,000
ANY THAWTE CERTIFICATE SUBJECT TO THE LICENSED CERTIFICATE OPTION	USD \$10,000
GeoTrust Certificates	
GEOTRUST TRUE BUSINESSID WITH EXTENDED VALIDATION; GEOTRUST ENTERPRISE SECURITY CENTER (GESC) EV SSL CERTIFICATE	USD \$1,500,000
GEOTRUST TRUE BUSINESSID; GEOTRUST ENTERPRISE SSL STANDARD CERTIFICATE; GEOTRUST ENTERPRISE SSL PREMIUM CERTIFICATE; GEOTRUST ENTERPRISE SECURITY CENTER (GESC) OV SSL CERTIFICATE	USD \$1,250,000
GEOTRUST TRUE BUSINESSID WILDCARD; GEOTRUST ENTERPRISE SSL WILDCARD CERTIFICATE; GEOTRUST ENTERPRISE SECURITY CENTER (GESC) OV SSL WILDCARD	USD \$1,250,000

CERTIFICATE	
GEOTRUST QUICK SSL PREMIUM CERTIFICATE	USD \$500,000
CERTIFICATES ISSUED PURSUANT TO GEOROOT ACCOUNTS ARE <b>NOT</b> CONSIDERED NETSURE CERTIFICATES	USD \$0
RapidSSL Certificates	
RAPIDSSL CERTIFICATE	USD \$10,000
RAPIDSSL ENTEPRISE CERTIFICATE	USD \$10,000
RAPIDSSL WILDCARD SSL CERTIFICATE	USD \$10,000