

GEOTRUST ENTERPRISE SSL PROGRAM AGREEMENT

YOU MUST READ THIS GEOTRUST ENTERPRISE SSL PROGRAM AGREEMENT ("AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A GEOTRUST ENTERPRISE SSL, ENTERPRISE SSL PREMIUM, OR ENTERPRISE SSL WILDCARD CERTIFICATE (COLLECTIVELY, A "CERTIFICATE") THROUGH THE GEOTRUST ENTERPRISE SSL CONSOLE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE CONSOLE AND 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 GEOTRUST SUBSCRIBER.

ALL REFERENCES TO "GEOTRUST" IN THIS AGREEMENT SHALL MEAN GEOTRUST, INC.

1. DEFINITIONS

"Certificate" means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a digital signature of the issuing CA.

"Certificate Administrator" means the person you designate to be responsible for signing up and purchasing Certificates from the GeoTrust console.

"Certificate Application(s)" means a request to a CA for the issuance of a Certificate.

"Certification Authority" or "CA" means a person or entity authorized to issue, suspend, or revoke Certificates.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. "GeoTrust CPS" shall mean the GeoTrust Certification Practice Statement applicable to the specific SSL certificate service obtained, as amended from time to time, which may be accessed from the Repository.

"Confidential Information" means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, and Intellectual Property Rights of the other party that may not be accessible or known to the general public. Confidential Information shall include, but not be limited to, the terms of this Agreement, and any information which concerns technical details of operation of the GeoTrust Service provided hereunder.

"Erroneous Issuance" means (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by GeoTrust; (b) issuance of a Certificate to a device or a software publisher other than the one named as the subject of the Certificate; or (c) issuance of a Certificate without the authorization of the owner of the device that is the subject of the Certificate.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Operational Period” means a period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with a date and time at which the Certificate expires or is earlier revoked.

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

“Services” means the GeoTrust Enterprise SSL Certificate services provided to you through the GeoTrust console.

"SSL Certificate" means a Certificate used to support encrypted SSL sessions between a web browser and web server.

“Subscriber” means a person/organization or entity that owns or leases the server or device that is the subject of, and has been issued, a 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.

“Subscriber Agreement” is a separate agreement executed between a Subscriber and the CA or GeoTrust relating to the provision of designated Certificate-related services that governs the Subscriber’s rights and obligations related to the Certificate.

“GeoTrust PKI” shall mean the GeoTrust public key infrastructure which enables the worldwide deployment and use of Certificates by GeoTrust and its customers, subscribers, and relying parties, and governed by the GeoTrust CPS.

2. YOUR OBLIGATIONS

(a) Appointment. You shall appoint one or more of your employee(s) as Certificate Administrator(s). Such person(s) shall be entitled to appoint additional administrators on your behalf. You shall cause Certificate Administrators receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement, which can be found in the console.

(b) Certificate Administrator Functions. You shall comply with the requirements set forth in the GeoTrust CPS and the documentation published in the console for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, and revoking Certificates. You shall perform such tasks in a competent, professional, and workmanlike manner. You shall approve a Certificate Application only if (i) the application was made on behalf of a server or device within your organization; and (ii) you have authorized the use of your organizational name in the Certificate. If a Certificate Administrator ceases to have the authority to act on your behalf, then you shall promptly revoke such authority. If your organizational name and/or domain registration changes, then your Certificate Administrator shall promptly request revocation of all Certificates issued therein. You shall not disclose any challenge phrase, PIN, software, or hardware mechanism protecting the Certificate private key to a third party.

(c) Survival. In addition to the termination, revocation, and security requirements set forth in this Agreement, the GeoTrust CPS and the guidelines posted in the console shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

(d) Certificate Restrictions. You shall not use a SSL Certificate (i) for or on behalf of any organization other than your own; (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the one(s) you submitted during enrollment; (iii) on more than one physical server or device at a time, unless you have selected the specific licensing option that permits the

use of a Certificate on one physical device with additional Certificate licenses for each physical server that each device manages, or where replicated Certificates may otherwise reside (the "Licensing Option"). You acknowledge that the Licensing Option can result in increased security risks to your network and GeoTrust expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. **GEOTRUST CONSIDERS THE UNLICENSED USE OF A SSL 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.**

(e) **Your Warranties.** You warrant that (i) you have the corporate power and authority to enter into this Agreement and to fully perform the obligations herein; (ii) all information material to the issuance of a Certificate and validated by you or on your behalf is true and correct in all material respects; (iii) your approval of Certificate Applications will not result in Erroneous Issuance; (iv) you have substantially complied with the GeoTrust CPS; (v) no Certificate information provided to GeoTrust infringes the Intellectual Property Right of any third parties; (vi) the information in the Certificate Application(s) (including email address(es)) has not been and will not be used for any unlawful purpose; (vii) your Certificate Administrator has been (since the creation of such Certificate Administrator's Certificate) and will remain the only person possessing the Certificate private key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to such materials or information; (viii) you will use the Services exclusively for authorized and legal purposes consistent with this Agreement; and (ix) you will not monitor, interfere with or reverse engineer the technical implementation of the GeoTrust systems or the GeoTrust PKI, except with the prior written approval from GeoTrust, and shall not otherwise intentionally compromise the security of the GeoTrust systems or the GeoTrust PKI.

(f) **Additional Service Terms.** Certificate purchased through the console which are not issued within 12 months of purchase shall automatically expire. Each Service license may support multiple organizations and multiple domain names, as long as each organization and related domain name(s) is owned and registered to the customer that owns the account. This Service is not intended for service providers that issue SSL certificates to unrelated organizations and may not be used for such purpose. If you choose to display the Seal, then you must install and display such seal only in accordance with the GeoTrustSeal License Agreement posted on GeoTrust's website.

3. GEOTRUST'S OBLIGATIONS

(a) **Services.** GeoTrust shall make the console accessible to you throughout the term of this Agreement. GeoTrust shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions you provide through your Certificate Administrator(s). Upon your submission of a Certificate Application, GeoTrust shall (i) be entitled to rely upon the correctness of the information in each such submitted Certificate Application; and (ii) issue a Certificate to the Certificate Applicant submitting such Certificate Application.

(b) **Certificate Administrator Certificate.** GeoTrust will notify you when your Certificate Administrator's Certificate Application is approved or rejected. If the Certificate Application is approved, GeoTrust will issue a Certificate for use in accordance with this Agreement. After your Certificate Administrator picks up or otherwise installs the Certificate, your Certificate Administrator must review the information in it before using it and promptly notify GeoTrust of any errors. Upon receipt of such notice, GeoTrust will revoke the Certificate and issue a corrected Certificate, subject to the requirements set forth herein.

(c) **GeoTrust's Warranties.** GeoTrust warrants that (i) it has the corporate power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) there are no errors introduced by GeoTrust in the Certificate information as a result of GeoTrust's failure to use reasonable care in creating the Certificate; (iii) its issuance of Certificates shall comply in all material respects with its CPS; and (iv) its revocation services and use of a repository conform to its CPS in all material aspects.

4. PROPRIETARY RIGHTS

You acknowledge that GeoTrust and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by GeoTrust hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing “GeoTrust Works”). GeoTrust Works do not include your preexisting hardware, software, or networks. Nothing in this Agreement shall create any right of ownership or license in and to the other party’s Intellectual Property Rights and each party shall continue to independently own and maintain its Intellectual Property Rights.

5. FEES, PAYMENTS, AND TAXES

As consideration for the Services procured through the console, you shall pay GeoTrust the applicable fees set forth on the console at the time of your selection, or, if applicable, upon receipt of the applicable invoice from GeoTrust. All fees are due immediately and are non-refundable, except as otherwise expressly stated. Any renewal of Certificate Services with GeoTrust is subject to 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. GeoTrust will provide you with notice prior to the expiration of Services at least thirty (30) days in advance of the renewal date. You shall be solely responsible for the credit card information provided to GeoTrust and must promptly inform GeoTrust of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the Services are renewed. GeoTrust shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the Services. You agree to pay all value added, sales and other taxes (other than taxes based on GeoTrust’s income) related to GeoTrust services or payments made by you hereunder. 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. The fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of GeoTrust) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any of the Services shall be borne by you and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to GeoTrust shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, GeoTrust receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

6. CONFIDENTIAL INFORMATION

The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the “Receiving Party”) agrees to maintain all such Confidential Information received from the other party (the “Disclosing Party”), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a

third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure. In addition, GeoTrust's treatment of any of your information collected through the GeoTrust website will be in accordance with GeoTrust's published Privacy Statement.

7. INDEMNIFICATION

(a) Indemnification. Each party hereto (the "Indemnitor") agrees to, and shall, indemnify, defend and hold harmless the other party hereto (the "Indemnitee"), and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from, in connection with or related in any way to, directly or indirectly, (i) the Indemnitor's material breach of any representation or warranty of the Indemnitor including, but not limited, to any actual or alleged breach of the Subscriber Agreement by a Subscriber receiving a Certificate hereunder, (ii) the gross negligence or willful misconduct of the Indemnitor, its employees, agents, or contractors in the performance of this Agreement, and (iii) solely with respect to GeoTrust's indemnification, and subject to GeoTrust's rights under Section 7(b), any alleged infringement of any United States patent, copyright or trade secret by the unmodified Services as delivered by GeoTrust (excluding any open source components or third party specifications). The Indemnitee shall promptly notify the Indemnitor of any such claim, and the Indemnitor shall bear full responsibility for the defense of such claim (including any settlements); provided however, that: (iv) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of such litigation or settlement; (v) the Indemnitor shall not have any right, without the Indemnitee's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee; and (vi) the Indemnitee shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

(b) GeoTrust Options Related to Intellectual Property Infringement Claims. In the event of any claim, suit, or proceeding subject to Section 7(a)(iii) above, GeoTrust shall have the right, at its sole option, to obtain the right to continue use of the affected Services or to replace or modify the affected Services so that they may be provided by GeoTrust and used by you without infringement of third party United States patent, copyright or trade secret rights. If neither of the foregoing options is available to GeoTrust on a commercially reasonable basis, GeoTrust may terminate the applicable purchase order immediately upon written notice to you, and within thirty (30) days after such termination, pay you a termination fee equal to the prorated portion of any fees you paid in advance commensurate with the remaining portion of the service period for which such fees were paid. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN SECTIONS 7(a)(iii) AND 7(b) CONSTITUTE THE ENTIRE OBLIGATION OF GEOTRUST AND YOUR EXCLUSIVE REMEDIES WITH RESPECT TO THE SUBJECT MATTER THEREOF.**

8. LIMITATION OF LIABILITY

EXCEPT FOR AMOUNTS PAYABLE FOR BREACH OF SECTION 6 (CONFIDENTIALITY) OR CLAIMS ARISING UNDER SECTION 7 (INDEMNIFICATION), GEOTRUST'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO ONE HUNDRED THOUSAND UNITED STATES DOLLARS (USD100,000). THE LIABILITY LIMITATIONS PROVIDED HEREIN SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL

SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE(S). GEOTRUST SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE. FURTHER, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN, GEOTRUST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF CUSTOMER REQUIREMENTS, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. NOTWITHSTANDING THE FOREGOING, A PARTY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 8 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM A PARTY'S NEGLIGENCE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

9. TERM AND TERMINATION

(a) Term and Termination. This Agreement shall commence on the date you click the "ACCEPT" button and shall continue for successive one (1) year term(s), until the earlier of (i) the expiration of all Certificates issued hereunder; or (ii) a termination pursuant to section 9(b) below.

(b) Termination for Default. In the event of a material breach of this Agreement (excluding any breaches for which an exclusive remedy is expressly provided), the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days after written notice thereof.

(c) Effect of Termination. You shall cease using the Services upon termination. Further, any termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such termination. Sections 2(c), 4, 6, 7 and 8 shall survive the termination of this Agreement for any reason.

10. GENERAL PROVISIONS

(a) Notices. You shall make all notices, demands or requests to GeoTrust with respect to this Agreement in writing (excluding email) to the "Contact" address listed on the website from which you purchased the Services, with a copy to the General Counsel, 487 E. Middlefield Road, Mountain View, CA 94043, USA.

(b) Entire Agreement. This Agreement (including any purchase orders issued hereunder) and any Subscriber Agreement, where applicable, constitute the entire understanding and Agreement between GeoTrust and you with respect to any Service purchased hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

(c) Amendments and Waiver. Any term or provision of this Agreement (including any purchase orders) may be amended, and the observance of any term of this Agreement may be waived, only by a writing in the form of a non-electronic record referencing this Agreement and signed by the parties to be bound thereby, and this Agreement may not be modified or extended solely by submission of a purchase order or similar instrument referencing this Agreement.

(d) Force Majeure. 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 (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable

control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

(e) Severability. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

(f) Compliance with Law, Export Requirements, and Foreign Reshipment Liability. Each party agrees that it shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with its performance under this Agreement. Regardless of any disclosure you made to GeoTrust of an ultimate destination of any data acquired from GeoTrust and, notwithstanding anything contained in this Agreement to the contrary, you will not modify, export, or re-export, either directly or indirectly, any technical data, or portions thereof, without first obtaining any and all necessary licenses from the United States government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. GeoTrust shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to you, if you fail to comply with this provision.

(g) Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that, upon written notice, a party may assign or transfer this Agreement to an entity acquiring all or substantially all of the assets of that party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this subsection (g) shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(h) Independent Contractors. The Parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any Agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

(i) Governing Law. The Parties agree that this Agreement, and any disputes arising out of or related to this Agreement, shall be governed by, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Virginia, United States of America, 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 Agreement. For all disputes arising out of or related to this Agreement, the Parties submit to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division. If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, then jurisdiction shall be in the state courts of Fairfax County, Fairfax, Virginia.

(j) Third party Beneficiaries. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

(k) Order of Precedence. In the event of a conflict between this Agreement and a Subscriber Agreement, the terms of the Subscriber Agreement shall govern, but only in regard to the specific Certificate at issue.

(l) English Version. If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

GeoTrust Enterprise SSL Program Agreement version 1.0