

TRUE CREDENTIALS® FOR ADOBE® ACROBAT® SUBSCRIBER AGREEMENT

Please read the following agreement carefully. By applying for a True Credentials for Adobe Acrobat CDS Certificate and accepting and using such CDS Certificate, you indicate acceptance of the following terms and conditions and you agree to be bound by them.

This True Credentials for Adobe Acrobat Subscriber Agreement (this "Agreement") is made by and between GeoTrust, Inc. ("GeoTrust") and you, a CDS Certificate applicant and governs your application for, issuance and use of a CDS Certificate in conjunction with the Certified Document Services ("CDS"). By accepting this Agreement, you represent that you have express authority to apply for and accept the Agreement (i) as an individual Subscriber applying for a CDS certificate in the your name or in the name of your role within an Organization; or (ii) as an Organization acquiring and managing a CDS Certificate on behalf of the Organization (i.e., Adobe LiveCycle Document Security Option), (each a "Subscriber").

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, and for other good and valuable mutual consideration, the receipt and sufficiency of which are hereby mutually acknowledged, GeoTrust and Subscriber agree as follows:

1. Definitions.

"Adobe" means Adobe Systems Incorporated.

"CDS Certificate" means a signing certificate issued by GeoTrust for the purposes of digitally signing Acrobat documents.

"Certification Authority" means an entity which issues CDS Certificates and performs certain functions associated with issuing such CDS Certificates.

"Compromise" means reasonable suspicion or actual unauthorized disclosure, loss, loss of control over, or use of a Private Key associated with a CDS Certificate.

"Digital Signature" means a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's Public Key can accurately determine whether the transformation was created using the Private Key that corresponds to the signer's Public Key and whether the message has been altered since the transformation was made.

"Key Pair" means two mathematically related keys, having the following properties: (a) one key can be used to encrypt a message that can only be decrypted using the other key, and (b) even knowing one key, it is computationally infeasible to discover the other key.

"Organization" means a legally recognized company, enterprise or governmental agency that has applied for or has been issued CDS Certificates utilizing the True Credentials for Adobe Acrobat service.

"Public Key" means the key of a Key Pair used to verify a Digital Signature. The Public Key is made freely available to anyone who will receive digitally signed messages from the holder of the Key Pair. The Public Key is usually provided via a CDS Certificate issued by a Certification Authority. A Public Key is used to verify the digital signature of a message purportedly sent by the holder of the corresponding Private Key.

"Private Key" means the key of a Key Pair used to create a Digital Signature. This key must be kept private.

"Subscriber" means a person or entity who (a) is the subject named or identified in a CDS Certificate issued to such person or entity, (b) holds a Private Key that corresponds to a Public Key listed in that CDS Certificate, and (c) the person or entity to whom digitally signed messages verified by reference to such CDS Certificate are to be attributed.

2. Subscriber Obligations. Subscriber shall: (a) adhere to and be bound by the terms, conditions, and restrictions of the Agreement and the Certification Practice Statement for True Credentials for Adobe Acrobat and My Credential for Adobe Acrobat ("CPS"), which is incorporated by reference into this Agreement. Subscriber acknowledges that the CPS may change from time to time, and that any changes will be effective and binding from the date they are posted on GeoTrust's web site. The CPS is available for viewing at GeoTrust's website at www.geotrust.com/resources; (b) accurately represent itself in all communications with GeoTrust; (c) at all times protect the confidentiality of the Private Key from unauthorized use, access or disclosure; (d) notify GeoTrust immediately that its Private Key is Compromised and request that the RA revoke the CDS Certificate; (e) warrant that all information and representations made by the Subscriber that are included in the CDS Certificate enrollment form are true; (f) use the CDS Certificate exclusively for CDS purposes, consistent with the Adobe CDS Certificate Policy located at http://www.adobe.com/misc/pki/cds_cp.html; (g) ensure all Private Key generations are performed on the required cryptographic device (as defined in the CPS) and are never exported from the device; (h) take all reasonable precautions to prevent any loss, disclosure, or unauthorized use of the Private Key; (i) use the CDS Certificate in compliance with all applicable laws and regulations, including without limitation U.S. export laws and regulations; and (j) sign more than 2,000 documents per year using the CDS Certificate.

3. Additional Subscriber Obligations for Adobe LiveCycle Document Security Option

In addition to the obligations in Section 2 above, for Adobe LiveCycle Document Security Option, Subscriber shall also comply with each of the following obligations: (a) maintain processes, including, without limitation, changing of activation data, that assure that each Private Key can be used only with the knowledge and explicit action of only one human being within the Organization (the CDS Certificate custodian); (b) maintain information that permits a determination of who signed a particular document; (c) assure that the CDS Certificate custodian has received security training appropriate for the purposes for which the CDS Certificate is issued; (d) prevent sharing of the CDS Certificate amongst members of the Organization; (e) acknowledge that the information identifying the Organization in the CDS Certificate is true and accurate, or notify GeoTrust immediately upon any inaccuracies in that information; (f) ensure that the CDS Certificate custodian enters into a binding Subscriber Agreement which obligates the CDS Certificate custodian to (1) generate a Key Pair using a trustworthy system, or use a Key Pair generated in a secure hardware token by GeoTrust or its RA and take all reasonable precautions to prevent any loss, disclosure, or unauthorized use of the Private Key; (2) use the CDS Certificate exclusively for CDS purposes, consistent with the Adobe CDS Certificate Policy located at http://www.adobe.com/misc/pki/cds_cp.html; (3) not share the CDS Certificate nor any activation data related to the Private Key corresponding to the Public Key in the CDS Certificate; and (iv) request revocation of the CDS Certificate immediately upon any actual or suspected loss, disclosure, or other compromise of the Subscriber's private key; and (h) sign more than the number of documents for which signings were purchased by the Organization in the True Credentials for Adobe Acrobat Enrollment Agreement.

Any failure of Subscriber to comply with each of the obligations under Sections 2 or 3 shall be a material breach of the Agreement and GeoTrust and Adobe reserve the right to immediately revoke the CDS Certificate upon any such breach.

4. Fees. The Organization shall pay to GeoTrust the annual fees associated with the issuance of the CDS Certificate.

5. Term and Termination.

5.1 Term. The term of this Agreement shall begin on the date the CDS Certificate enrollment form is submitted to GeoTrust and shall terminate immediately upon the earlier of (a) the end of the CDS Certificate's stated operational period, (b) the revocation of the CDS Certificate, (c) the rejection of the CDS Certificate enrollment form, or (d) thirty (30) days after receipt of notice by Subscriber from GeoTrust regarding a breach by Subscriber of its obligations under this Agreement which remains uncured for such period of time.

5.2 Effect of Termination. Upon the termination of this Agreement for any reason, GeoTrust shall revoke the CDS Certificate. Upon the revocation of the CDS Certificate, Subscriber shall have no right in and shall not use the CDS Certificate in any manner. Notwithstanding the foregoing, any use of the CDS Certificate prior to the revocation of the CDS Certificate or termination of this Agreement shall not be affected thereby.

6. Disclaimer of Warranties. GEOTRUST AND ADOBE EXPRESSLY DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THE SERVICES PROVIDED OR THE CDS CERTIFICATE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE SERVICES OR CDS CERTIFICATE, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. GEOTRUST AND ADOBE FURTHER DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO SUBSCRIBER OR ANY THIRD PARTY THAT (A) ANY SUBSCRIBER TO WHICH IT HAS ISSUED A CDS CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO BE IN THE INFORMATION SUPPLIED TO GEOTRUST OR ADOBE, (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN A CDS CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE CDS CERTIFICATE OR IN ANY CDS CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY GEOTRUST, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CDS CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE. SUBSCRIBER ACKNOWLEDGES THE INHERENT POSSIBILITY OF THE COMPROMISE OF SUBSCRIBER'S AND/OR ANOTHER SUBSCRIBER'S PRIVATE KEY, WHICH MAY OR MAY NOT BE DETECTED, AND THE POSSIBLE USE OF A STOLEN OR COMPROMISED PRIVATE KEY TO FORGE SUBSCRIBER'S OR ANOTHER SUBSCRIBER'S DIGITAL SIGNATURE.

7. **Disclaimer of Damages and Limitations of Liability.** In no event shall GeoTrust or Adobe be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by electronic or communications failures fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of GeoTrust. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GEOTRUST OR ADOBE TO SUBSCRIBER OR ANY THIRD PARTY FOR ALL CLAIMS RELATED TO THE USE OF OR RELIANCE ON A CDS CERTIFICATE OR FOR THE SERVICES PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY EXCEED FIVE THOUSAND DOLLARS (\$5,000.00). UNDER NO CIRCUMSTANCES SHALL GEOTRUST OR ADOBE BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO SUBSCRIBER BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

8. **Indemnification.** Subscriber hereby agrees to indemnify Adobe and GeoTrust for any and all third party liability, claims, demands (including direct, indirect, special and consequential damages), losses or damages, and all costs and expenses, including reasonable attorney's fees, caused by any breach of the Subscriber Agreement, including, without limitation, as a result of reliance on any misrepresentation of a material fact by that Subscriber.

9. **Governing Law.** The enforceability, construction, interpretation, and validity of this Agreement and any resolution of any dispute concerning the Service shall be governed by the substantive laws of the Commonwealth of Massachusetts, United States of America, excluding (i) the conflicts of law provisions thereof and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Venue shall be in the Commonwealth of Massachusetts.

10. **Notices.** Any notices between the parties shall be in physical or electronic writing. The parties shall send all notices by e-mail or first class mail, postage prepaid. Notices shall be effective upon receipt. GeoTrust shall send notices to Subscriber at the e-mail and/or physical address provided in the CDS Certificate enrollment form. Subscriber shall send notices in writing to the following address: GeoTrust, True Credentials for Adobe Acrobat Notices, 117 Kendrick Street, Suite 350, Needham, MA 02494 USA.

11. **Entire Agreement.** This Agreement and the CPS constitute the entire agreement between the parties respecting its subject matter superseding any prior and contemporaneous agreements and understandings.