

## GEOTRUST CLIENT ID SUBSCRIBER AGREEMENT

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A GEOTRUST CERTIFICATE OR DIGITAL ID ("CERTIFICATE" OR "DIGITAL ID"). IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

**1. Certificate Application and Description of Certificates.** This section details the terms and conditions regarding your application ("Certificate Application") for a Certificate and, if GeoTrust accepts your Certificate Application, the terms and conditions regarding your use of the Certificate to be issued by GeoTrust to you as "Subscriber" of that Certificate. A Certificate is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by GeoTrust or a GeoTrust-authorized entity. The Certificates provided under this Agreement are issued within the GeoTrust PKI. For more detailed information about GeoTrust's certification services, please see the GeoTrust My Credential and/or the True Credentials, as applicable, Certification Practice Statement (the "GeoTrust CPS") which may be accessed on GeoTrust's website.

**2. Processing Your Certificate Application.** Upon GeoTrust's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, GeoTrust will process your Certificate Application. GeoTrust will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, GeoTrust will issue you a Certificate for your use in accordance with this Subscriber Agreement. Your use of the PIN from GeoTrust to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify GeoTrust of any errors. Upon receipt of such notice, GeoTrust may revoke your Certificate and issue a corrected Certificate.

**3. Obligations upon Revocation or Expiration.** Upon expiration or notice of revocation of your Certificate, you shall no longer use the Certificate for any purpose.

**4. Ownership.** Except as otherwise set forth herein, all rights, 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 GeoTrust services identified herein ("GeoTrust Intellectual Property Rights") are owned by GeoTrust or its licensors, and you agree to make no claim of interest in or ownership of any such GeoTrust Intellectual Property Rights. You acknowledge that no title to the GeoTrust Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the GeoTrust or its licensors' services, other than the rights expressly granted in this 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 GeoTrust and all rights, title and interest in and to each such Derivative Work shall

automatically vest in GeoTrust. GeoTrust shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the GeoTrust Intellectual Property or make any attempt to obtain source code to the GeoTrust Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

**5. Modifications to Agreement.** Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that GeoTrust may: (1) revise the terms and conditions of this Subscriber Agreement; and/or (2) 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 GeoTrust's Web sites, or upon notification to you by e-mail. You agree to periodically review GeoTrust's Web sites, including the current version of this Subscriber Agreement available on GeoTrust'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 notice to GeoTrust. Notice of your termination will be effective on receipt and processing by GeoTrust. Any fees paid by you if you terminate this Subscriber Agreement are nonrefundable. By continuing to use GeoTrust 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. GeoTrust 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 GeoTrust's services; or in (ii) information posted on GeoTrust's Web site of a general informational nature. No employee, contractor, agent or representative of GeoTrust is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

## **6. Warranties.**

6.1 GeoTrust Warranties. GeoTrust warrants to you that: (a) there are no errors introduced by GeoTrust in your Certificate information as a result of GeoTrust's failure to use reasonable care in creating the Certificate, (b) your Certificate complies in all material respects with the GeoTrust CPS, and (c) GeoTrust's revocation services and use of a repository conform to the GeoTrust CPS in all material aspects.

6.2 Your Warranty. You warrant to GeoTrust and anyone who relies on your Certificate that: (a) all the information you provide to GeoTrust in your Certificate Application is accurate; (b) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (c) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (d) 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; (e) 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; (f) you are using your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (g) you are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise; (h) 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; (i) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate. You also agree that you will not monitor, interfere with, or reverse engineer the technical implementation of the GeoTrust PKI.

**7. Disclaimers of Warranties.** YOU AGREE THAT YOUR USE OF GEOTRUST'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. GEOTRUST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 6, GEOTRUST DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES GEOTRUST MAKE ANY WARRANTY 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 GEOTRUST'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GEOTRUST'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GEOTRUST OR THROUGH GEOTRUST'S SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. GEOTRUST IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

**8. Indemnity.** You agree to release, indemnify, defend and hold harmless GeoTrust and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of: (a) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (b) falsehoods or misrepresentations of fact by you on the Certificate Application, (c) any intellectual property or other proprietary rights of any person or entity, (d) 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, (e) 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 GeoTrust is threatened with a law suit or sued by a third party, GeoTrust may seek written assurances from you concerning your promise to indemnify GeoTrust. Your failure to provide those assurances may be considered by GeoTrust to be a material breach of this Subscriber Agreement.

GeoTrust shall have the right to participate in any defense by you of a third-party claim related to your use of any GeoTrust services, with counsel of our choice at your own expense. You shall have sole responsibility to defend GeoTrust against any claim, but you must receive GeoTrust's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Subscriber Agreement.

**9. Limitations of Liability.**

(i) Intentionally Left Blank

(ii) Other Limitations. THIS SECTION 9 (ii) 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, OR OTHER PROCEEDING, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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 USD 100 (ONE HUNDRED UNITED STATES DOLLARS).

THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 9 (ii) SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATES. GEOTRUST SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

IN NO EVENT SHALL GEOTRUST BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF GEOTRUST HAS BEEN ADVISED OF, OR IS AWARE 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 YOU BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM OTHER PARTY'S NEGLIGENCE OR TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**10. 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: (i) 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, provided that the Party relying upon this Section 10 shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 10 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

**11. 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. You acknowledge and agree to use the GeoTrust Service in compliance with all federal, state and local laws and regulations in connection with its performance under this Agreement. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements ("Export Control"). 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: (i) modify, export, or re-export, either directly or indirectly, any such data to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (ii) provide any such data to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list" or the United States Commerce Department's "BIS Entity List" or such other applicable lists; or (iii) export or re-export any such data, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. 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.

**12. 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.

**13. Governing Law.** You and GeoTrust 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 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.

**14. 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 GeoTrust, 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 in accordance with the following:

(i) When each party to the dispute is a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All suits to enforce any provision of this Subscriber Agreement or arising in connection with this Agreement shall be brought in the United States District Court for the Eastern District of Virginia. The parties agree that such courts shall have exclusive in personam jurisdiction and venue and the parties submit to the exclusive in personam jurisdiction and venue of such courts. The parties further waive any right to a jury trial regarding any action brought in connection with this Subscriber Agreement.

(ii) Where one or more parties to the dispute is not a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All disputes arising in connection with this Subscriber Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) as modified as necessary to reflect the provisions herein by one or more arbitrators. The place of arbitration shall be in Geneva in Switzerland, and the proceedings shall be conducted in English. In cases involving a single arbiter, that single arbiter shall be appointed by mutual agreement of the parties. If the parties fail to agree to an arbiter within fifteen (15) days, the ICC shall choose an arbiter knowledgeable in computer software law, information security and cryptography or otherwise having special

qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. Nothing in this Subscriber 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. Notices.** You will make all notices, demands or requests to GeoTrust with respect to this Subscriber Agreement in writing to: Attn: General Counsel, GeoTrust, Inc., 487 East Middlefield Road, Mountain View, CA 94043.

**16. Survival.** This Subscriber Agreement shall be applicable for as long as the Certificate remains valid and you have not breached any provision of this Subscriber Agreement.

**17. Privacy.** You agree that GeoTrust may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that GeoTrust may publish your Certificate and information about its status in GeoTrust's repository of Certificate information and make this information available to other repositories.

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