GEOSURE PROTECTION PLAN

I. SCOPE/INTRODUCTION

The GeoSure Protection Plan is designed to provide protection against economic loss resulting from specific types of risks associated with certain SSL Certificates issued by GeoTrust. These risks include loss of use, theft, unauthorized use, corruption, impersonation, and unintentional disclosure of a Covered Person's Private Key to others, provided that the Covered Person, has fulfilled their obligations as stated in the Agreement and the Subscriber Agreement. To justify a claim, the breach must cause a Covered Person to incur an economic loss beyond direct damages.

There are many risks that are not associated directly with the use of SSL Certificates, such as failure of Internet infrastructure, certain criminal acts and acts of God that are not quantifiable or otherwise provable. Protection for these risks is not provided under the Plan.

The maximum warranty amount varies depending on the Certificate. The QuickSSL Premium Certificate has a maximum warranty of $100,000, and the Power Server ID and Power Server ID Wildcard Certificates have a maximum warranty of $250,000.

The Plan only provides coverage for GeoTrust's Power Server ID, Power Server ID Wildcard and QuickSSL Premium Certificates.

II. DEFINITIONS

For the purposes of the Plan, all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the applicable Agreement and/or Subscriber Agreement.

(a) Agreement. At any given time, the current version of the enrollment agreement(s) under which Subscriber obtained a Certificate.

(b) Certificate. A record that, at a minimum: (a) identifies the CA issuing it; (b) names or otherwise identifies its Subscriber; (c) contains a Public Key that corresponds to a Private Key under the control of the Subscriber; (d) identifies its Operational Period; and (e) contains a Certificate serial number and is digitally signed by the Certification Authority.

(c) Certificate Revocation List ("CRL"). A time-stamped list of revoked Certificates that has been digitally signed by the CA.

(d) Certification Authority or CA. An entity which issues Certificates and performs certain functions associated with issuing such Certificates. For purposes of the Plan, GeoTrust is a Certification Authority.

(e) Consequential Damage(s). Economic damages that may include loss of profits, loss of investment or other monetary loss that directly result from compromise of a Private Key or other specified risks.

(f) Covered Certificate. Certificate issued by GeoTrust that is covered under the Plan. Certificates currently included under the Plan are: (i) Power Server ID and Power Server ID Wildcard, and (ii) QuickSSL Premium Certificates.

(g) Incidental Damage(s). Expenses reasonably incurred in connection with remedying or mitigating damages.

(h) Key Pair. Two mathematically related keys, having the following properties: (i) one key can be used to encrypt a message that can only be decrypted using the other key, and (ii) even knowing one key, it is computationally impractical to discover the other key.

(i) Loss(es). Incidental and/or Consequential Damages suffered by the Covered Person.

(j) Operational Period. A Certificate's period of validity. It would typically begin on the date the Certificate is issued (or such later date as specified in the Certificate), and ends on the date and time it expires as noted in the Certificate or is earlier revoked unless it is suspended.

(k) Partner. A GeoTrust reseller.

(l) Plan. The GeoSure Protection Plan.

(m) Private Key. The key of a Key Pair used to create a digital signature. This key must be kept a secret.

(n) Public Key. 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 Certificate issued by GeoTrust. A Public Key is used to verify the digital signature of a message purportedly sent by the holder of the corresponding Private Key.

(o) Root Certificate. The first Certificate in a certificate chain.

(p) Subscriber. A person or entity named in the enrollment agreement who (a) is the subject named or identified in the Certificate issued to such person or entity, (b) holds a Private Key that corresponds to a Public Key listed in that Certificate, and (c) the person or entity to whom Digitally Signed messages verified by reference to such Certificate are to be attributed

III. COVERAGE

A. Covered Person

A Covered Person is a Subscriber that has entered into an Agreement for a Power Server ID, Power Server ID Wildcard or QuickSSL Premium Certificate (or a Partner who has express authority from the Subscriber to apply for and accept the Agreement on such Subscriber's behalf).

B. Coverage Period

The Operational Period of the Covered Certificate that has been issued under the terms of the Agreement.

C. Warranty

GeoTrust provides the following limited warranties to the Covered Person:

1) GeoTrust warrants that (i) the Covered Certificate will have no material misrepresentations of fact originating from GeoTrust; (ii) the Covered Certificate will have no errors in the information that was introduced by GeoTrust due to its failure to exercise reasonable care in creating the Covered Certificate; and (iii) the Covered Certificate will meet all material requirements of the Agreement and the Subscriber Agreement.

   This limited warranty does not apply to the extent it relates to the Subscriber or Partner's failure to take reasonable care in applying for the Covered Certificate.

2) GeoTrust warrants that during the Coverage Period, the Private Key corresponding to the Public Key in the Covered Certificate will not be Compromised prior to the revocation or expiration of such Certificate. Compromise is the unauthorized use or disclosure of the Private Key. This shall include, the unauthorized use or disclosure of the Private Key of the Certification Authority Root Certificate which issued such Covered Certificate.

This limited warranty shall not apply if the unauthorized use, or disclosure is wholly or partially caused by a Covered Person's intentional conduct or failure to exercise reasonable care to safeguard his/her/its Private Key.

3) GeoTrust warrants during the Coverage Period, the Covered Certificate will be free from Unauthorized Revocation or Loss of Use caused by the Certification Authority.

   "Unauthorized Revocation" means revocation of a Certificate without authorization of the Covered Person except where the Certification Authority properly revokes the Certificate under the applicable Agreement.

   "Loss of Use" means the inability of a Covered Person to enter into a transaction due to the inability of the Covered Person to securely access (loss of availability) a website or links from a website or databases within a website because of the inability of either the Covered Person, to use his/her/its Certificate, or a Covered Person's inability to utilize or rely on Certificate status services (such as online revocation or CRL services) caused by GeoTrust.

   This limited warranty does not apply to a Covered Person to the extent it relates to the conduct of the Covered Person itself in causing an Unauthorized Revocation or Loss of Use.

4) GeoTrust warrants that during the Coverage Period, the Covered Certificate was issued to the entity named as the Subscriber of such Covered Certificate and was not issued as a result of Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation.

   "Erroneous Issuance" means issuance of a Certificate in a manner not materially in accordance with the procedures required by the Agreement, issuance of a Certificate to an entity other than the one named as the Subscriber of the Certificate, or issuance of a Certificate without the authorization of the entity named as the Subscriber of such Certificate.

   "Impersonation" means requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

   The limited warranty in this Section does not apply to a Covered Person to the extent it relates to the conduct of the Covered Person itself in causing an Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation.

5) GeoTrust warrants that during the Coverage Period, the Covered Person will not be materially and adversely affected when a relying party relies on the Covered Certificate as a result of GeoTrust's unreasonable delay in revoking the applicable Covered Certificate following GeoTrust's receipt of a properly communicated request for revocation.

A Covered Person may file a claim for Loss due to GeoTrust's breach of any of the limited warranties under this Section III, Part C.

D. <u>Exclusions</u>

The Plan does not apply to losses or damages (including Losses) of a Covered Person caused wholly or partially by:

a) Reliance upon information contained in or incorporated in a Certificate whether or not published in the GeoTrust repository, where such reliance is unreasonable or unjustified for any reason, in light of, among other things, facts that the Covered Person knows or should know, in the course of dealing between pertinent parties, or usage of trade.
b) The failure or unreasonable delay of such Covered Person to properly communicate a request for revocation of a Certificate as required by the Agreement and/or Subscriber Agreement.

c) The failure of such Covered Person to exercise reasonable care to prevent Compromise of the Covered Person's own Private Key, failure to use a Trustworthy System, or breach of any material obligation under the Agreement.
d) Breach by a Covered Person of any material obligation under the Subscriber Agreement.
e) The failure of a relying party to check the CRL or OCSP service before relying on a Certificate.
f) The failure of a relying party to validate the Certificate chain.
g) The failure of such Covered Person to use an RSA Public Key algorithm with at least industry best practices as to key length and quality.
h) The failure of such Covered Person to use any Public Key algorithm other than RSA.
i) Any condition or incident beyond the reasonable control of GeoTrust, including without limitation any incident of force majeure listed under the CPS, Subscriber Agreement or Agreement, and/or any software viruses, other malicious computer instructions, intentional devices or techniques that can or were designed to infect, disrupt, damage, disable or shut down a computer system or any component thereof.
j) Acts by any person whose 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.
k) The failure of communications infrastructure, processing, or storage media or mechanisms, including components thereof not under the exclusive ownership or control of GeoTrust.
l) Brown-outs, power failures, or other disturbances to electrical power.
m) Illegal acts by the Covered Person, or by any person relying on a Certificate (including any Covered Certificate).
n) Illegal acts by a person coercing the Covered Person to perform acts causing the Covered Person's loss or damages.
o) Use or reliance upon demo, test, or free Certificates.
p) Such Covered Person's monitoring, interfering with, or reverse engineering, directly or indirectly, the technical implementation of the GeoTrust certification services, unless expressly permitted by the Agreement or upon prior written approval of GeoTrust.

IV. DISCLAIMERS/LIMITATIONS.

EXCEPT AS EXPRESSLY STATED IN SECTION III, PART C, GEOTRUST:

A. DOES NOT WARRANT THAT NONVERIFIED SUBSCRIBER INFORMATION CONTAINED IN CERTIFICATES (INCLUDING COVERED CERTIFICATES) IS ACCURATE, AUTHENTIC, RELIABLE, COMPLETE, CURRENT, MERCHANTABLE, OR FIT FOR A PARTICULAR PURPOSE,

B. SHALL NOT INCUR LIABILITY TO ANY PERSON FOR REPRESENTATIONS CONTAINED IN A CERTIFICATE (INCLUDING ANY COVERED CERTIFICATE) PROVIDED THE CERTIFICATE WAS PREPARED SUBSTANTIALLY IN COMPLIANCE WITH THE AGREEMENT,

C. DOES NOT WARRANT "NONREPUDIATION" OF ANY CERTIFICATE (INCLUDING ANY COVERED CERTIFICATE) OR ANY MESSAGE (BECAUSE NONREPUDIATION IS DETERMINED EXCLUSIVELY BY LAW AND THE APPLICABLE FINAL DISPUTE RESOLUTION MECHANISM), AND

D. DOES NOT WARRANT THE STANDARDS OR PERFORMANCE OF ANY HARDWARE OR SOFTWARE NOT UNDER EXCLUSIVE OWNERSHIP OF, EXCLUSIVE CONTROL OF, OR LICENSED TO GEOTRUST.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS PLAN, A COVERED PERSON IS EXCLUSIVELY RESPONSIBLE FOR THE OBLIGATIONS, RESPONSIBILITIES, AND LIABILITIES IT UNDERTAKES IN ITS AGREEMENT AND SUBSCRIBER AGREEMENT. NOTHING IN THIS PLAN SHALL BE CONSTRUED TO RELIEVE A COVERED PERSON OF SUCH OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES, OR TO INDEMNIFY OR HOLD SUCH COVERED PERSON

HARMLESS FROM SUCH OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES, IN WHOLE OR IN PART.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS PLAN, GEOTRUST DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND OBLIGATIONS OF ANY TYPE TO ANY PERSON, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF THE ACCURACY OF INFORMATION PROVIDED BY THE COVERED PERSON, CERTIFICATE APPLICANTS, AND THIRD PARTIES, AND FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACTS BY GEOTRUST THAT CONSTITUTE OR MAY BE HELD TO CONSTITUTE NEGLIGENCE, RECKLESSNESS, AND/OR STRICT LIABILITY, WHETHER SOLE OR JOINTLY WITH ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO ANY COVERED PERSON.

THE MAXIMUM LIFETIME PAYMENT ("LIABILITY CAP") PER COVERED QUICK SSL PREMIUM CERTIFICATES IS $100,000 AND IS $250,000 FOR COVERED POWER SERVER ID, AND POWER SERVER ID WILDCARD CERTIFICATES AND SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH COVERED CERTIFICATE. IN THE EVENT THE DAMAGES SUSTAINED BY THE USE OR RELIANCE ON A COVERED CERTIFICATE EXCEED THE LIABILITY CAP FOR SUCH COVERED CERTIFICATE, PAYMENT OF DAMAGES SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL RESOLUTION (BY SETTLEMENT OR OTHERWISE), UNLESS OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. GEOTRUST SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY CAP FOR EACH COVERED CERTIFICATE, REGARDLESS OF THE METHOD OF APPORTIONMENT AMONG CLAIMANTS. THIS SECTION APPLIES ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW AND 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.

EXCLUSION OF CERTAIN ELEMENTS OF DAMAGES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION III, PART C, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GEOTRUST SHALL NOT BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR LOSS OF DATA), ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE, OR NONPERFORMANCE OF CERTIFICATES (INCLUDING COVERED CERTIFICATES), OR ANY OTHER TRANSACTIONS, PRODUCTS, OR SERVICES OFFERED OR CONTEMPLATED BY THE AGREEMENT OR THIS PLAN, EVEN IF GEOTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCLUSION OF PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GEOTRUST SHALL NOT BE LIABLE TO ANY PERSON FOR ANY PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE, OR NONPERFORMANCE OF CERTIFICATES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THIS PLAN.

V. CLAIM PROCESS

To justify a claim, the Covered Person must incur and be able to prove a Loss. Subject to the limitations and exclusions under the Plan, GeoTrust shall pay a Covered Person the actual Incidental and/or Consequential Damages incurred (up to the Covered Certificate's Liability Cap) caused by GeoTrust's breach of the limited warranties in Section III, Part C.

To file a claim for damages a request must be sent to claims@geotrust.com by the Subscriber.

To file a claim under the Plan the Covered Person will need to comply with the following:

a) Provide information requested by GeoTrust, its agents, or its employees (including without limitation proof of Incidental and/or Consequential Damages);
b) Provide reasonable cooperation with any investigation concerning such damages;
c) Subrogate and assign to GeoTrust any and all claims and causes of action that the Covered Person has against third parties for damages or other relief that may potentially reimburse GeoTrust for payments made by GeoTrust hereunder, up to the amount paid by GeoTrust;
d) Provide GeoTrust with prompt notice of any breach(es) of the coverage as provided under this Plan.

Upon receipt of the required information, GeoTrust will appoint two management-level representatives ("Administrator(s)") to review and investigate the claim. After completion of the investigation, the Administrators shall make a recommendation regarding the legitimacy of the claim that will be sent to GeoTrust's Chief Executive Officer for final review, approval and release of payment (if applicable).

GeoTrust shall have no obligation to review a claim or make any payment for damages under this Plan if the request is submitted after one hundred eighty (180) days following the end of the Operational Period of the Covered Certificate.

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