

## ENTERPRISE SSL™ AGREEMENT

THIS ENTERPRISE SSL™ AGREEMENT ("AGREEMENT"), IS ENTERED INTO BETWEEN THE ORGANIZATION NAMED IN THE ACCOMPANYING GEOTRUST ENROLLMENT FORM ("ORGANIZATION"), AND GEOTRUST, INC. ("GEOTRUST") AND GOVERNS ORGANIZATION'S PURCHASE OF GEOTRUST'S ENTERPRISE SSL OR ENTERPRISE SSL PREMIUM SERVICE (AS APPLICABLE) AND IS EFFECTIVE UPON GEOTRUST'S ACCEPTANCE OF THE ENROLLMENT FORM ("ENROLLMENT FORM"). TO SUBMIT THE ENROLLMENT FORM, ORGANIZATION MUST FIRST READ THIS AGREEMENT AND AGREE TO AND ACCEPT ITS TERMS BY CLICKING THE "I ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF ORGANIZATION DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, ORGANIZATION ENROLLMENT FORM WILL NOT BE ACCEPTED AND ORGANIZATION WILL NOT BE ABLE TO ORDER CERTIFICATES.

**1. Certificates.** GeoTrust agrees to provide Organization with SSL certificates ("Certificates") issued through its Enterprise SSL or Enterprise SSL Premium service (as applicable) for Organization's use according to the terms of this Agreement and the Enterprise SSL and Enterprise SSL Premium Certificate Practices Statement ("CPS") found at <http://www.geotrust.com/resources/repository/legal/>. In using the Certificates, the Organization agrees to comply with the terms of this Agreement, all applicable laws and regulations, and the CPS.

**2. Limitations on Use.** Organization will not: (a) use or duplicate the Certificates except as permitted by this Agreement; (b) install each Certificate on more than the number of servers for which Organization has purchased licenses on the Enrollment Form; (c) resell the Certificates or make them available to third parties; (d) cause or permit reverse engineering, disassembly, or decompilation of the Certificates; or (e) if Organization is installing the Certificates on a load balancing or similar device, secure more than the number of servers for which Organization has purchased licenses on the Enrollment Form.

**3. Prices and Payments.** Prices for the Certificates ordered by Organization in its initial purchase are specified in the Enrollment Form. Prices for additional purchases shall be at GeoTrust's then current prices for the Certificates. Organization agrees to pay GeoTrust for the Certificates that are ordered and approved by the Certificate Administrator. Requests for Certificates that are denied will not be charged. Organization may cancel its subscription for the Certificates or request revocation of a Certificate at any time, but will not be entitled to any refund, prorated or otherwise, for such cancellations or revocations. Organization agrees that GeoTrust may revoke or cancel Certificates previously provided by GeoTrust in the event of non-payment by Organization. Prices are stated in U.S. dollars. Organization authorizes GeoTrust to charge the prices against the credit card listed on the Enrollment Form (if applicable). Organization will pay any taxes, fees and similar governmental charges related to the execution or performance of this Agreement, other than applicable income taxes imposed on GeoTrust related to its receipt of payments from Organization.

**4. Designation of Certificate Administrator, Order Process, and Other Organization Obligations.** Organization will designate one or more individuals with authority to submit Organization domain names for vetting by GeoTrust and to approve the issuance of Certificates for the vetted domain names in accordance with this Agreement (the "Certificate Administrator"). Organization may only submit domain names for vetting for which Organization is the legal owner. Organization may change its designated Certificate Administrator by

providing written notice to GeoTrust. GeoTrust will provide the Certificate Administrator with a user name and password (or client certificate) for the purpose of ordering and approving issuance of the Certificates. All communications concerning the approval of Certificates to be issued to Organization will be made by and through the designated Certificate Administrator. The Certificate Administrator will be responsible for verifying the information in all Certificate orders submitted to GeoTrust on behalf of Organization, and GeoTrust shall have no responsibility for verifying the accuracy or legitimacy of these orders. The Certificate Administrator must notify GeoTrust immediately in the event s/he becomes aware that a Certificate should be revoked for any reason.

**5. Enrollment Information.** Organization will provide information as required for set-up of the Enterprise SSL service. Organization warrants that it has the authority to release any information it provides to GeoTrust pursuant to this Agreement and that providing the information does not violate any applicable contract or privacy policy.

**6. Customer or Subscriber Agreement.** Organization acknowledges that GeoTrust may require Organization (or the party enrolling in the Certificates) to agree to a subscriber agreement with GeoTrust to subscribe to the Certificates.

**7. Term.** The term of this Agreement will commence on GeoTrust's acceptance of the Enrollment Form and, unless terminated earlier in accordance herewith, will continue for a period of one (1) year. Certificates purchased under this Agreement may be installed by Organization within one year from the date of purchase. Certificates that have not been installed within one year from the date of purchase will expire, and Organization will not be entitled to any refund or credit for the expired Certificates. In the event of termination of this Agreement pursuant to Section 13, Organization may continue to install any Certificates purchased prior to termination until their expiration (and will not be entitled to any refund or credit therefore), and the parties agree that the terms and conditions of this Agreement shall continue to apply to those Certificates following termination.

**8. Limited Warranty and Disclaimer.** GeoTrust warrants that the Certificates substantially conform to any specifications published by GeoTrust for the Certificates. Except for the foregoing, the Certificates are provided on an "as-is", "as available" basis, and GeoTrust does not make any and hereby specifically disclaims any representations, endorsements, guarantees, or warranties, express or implied, to Organization, the Certificates' viewers or users, or any other person, including, without limitation, any: (i) of merchantability, fitness for a particular purpose, title, or non-infringement of intellectual property rights; (ii) arising from course of dealing, course of usage, course of performance, or course of trade or trade practice; and (iii) of quality, timeliness, accuracy, reliability or content.

**9. GeoSure™ Protection Plan for Enterprise SSL Premium Service.** In addition to the warranty set forth in Section 8 above, if Organization is enrolling in the Enterprise SSL Premium service under this Agreement (and not Enterprise SSL service), Organization is entitled to the coverage provided under the GeoSure Protection Plan (the "Plan") for the Enterprise SSL Premium and Enterprise SSL Premium Wildcard certificates. The Plan provides Organization with protection against certain losses that result from loss of use, theft, unauthorized use, corruption, impersonation, and unintentional disclosure of a Subscriber's Private Key to others, provided that the Organization, the Subscriber and any relying party have fulfilled their respective obligations under this Agreement, the Subscriber Agreement, and CPS (as applicable). The terms and conditions of the Plan are located at <http://www.geotrust.com/resources> and are incorporated

herein by this reference. The Plan may be updated from time to time by GeoTrust upon posting an updated version at <http://www.geotrust.com/resources>.

**10. Limitation of Liability.** GeoTrust's aggregate liability to Organization for any claim arising out of or relating to this Agreement or the use of or inability to use the Certificates will in no event exceed the amount of fees paid by Organization for the Certificates within the one (1) year period immediately prior to the event that gave rise to Organization's claim.

**11. Limitation of Damages.** GeoTrust shall not be liable to the Organization or any third party for any special, consequential, incidental or indirect damages including, but not limited to, loss of profits, revenue, or damage to data arising out of the use of or inability to use the Certificates whether or not GeoTrust has been advised of the possibility of such damages.

**12. Ownership of Intellectual Property.** Neither party shall obtain any ownership or other interest in the intellectual property of the other by reason of this Agreement.

**13. Use of Logos, Trademarks, and URLs; Style Guide.** Each party grants the other a limited license during the term of this Agreement to use the party's corporate logo, name, trademark, URL, and product names (the "Names") on the other's web site for listing the party as a provider/purchaser of the Certificates and to promote the Certificates. Each party agrees to provide the other with the current version of the Names and any subsequent changes together with the party's style guide to ensure proper placement and use by the other party. Each party may withdraw this limited license at any time upon reasonable notice to the other. Other than the rights granted in this section or by subsequent agreement, each party agrees that it has no other rights to the Names of the other party.

**14. Termination.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated immediately by one party giving the other a written notice of termination if: (a) the other party breaches any of the terms of this Agreement and such breach continues for a period of thirty (30) days after notice thereof has been given by a party; (b) the other party files for bankruptcy, ceases to carry on business, or undergoes liquidation; or (c) the other party is unable to perform a material portion of its obligations under this Agreement as a result of an event or events of *force majeure* for a period of not less than one (1) month. Upon termination of this Agreement in any manner, (1) Organization shall immediately pay GeoTrust the fees outstanding for the period ending on the day of termination; (2) all rights of the parties under this Agreement shall cease immediately (except for those which, by their nature, would continue after termination); and (3) each party shall immediately remove the other party's Names and references thereto and any hypertext links on their Web sites.

**15. Miscellaneous.** You may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without GeoTrust's prior express written consent. Such consent shall not be unreasonably withheld or delayed. This Agreement and any disputes relating to the services provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of California, if you are located in North America or Latin America; or (b) the law of England, if you are located in Europe, Middle East or Africa; or (c) the laws of Singapore, if you are located in Asia Pacific including Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If 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. 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 Organization at the e-mail and/or physical address provided in the enrollment form. Organization shall send notices in writing to the following address: General Counsel – Legal Department, GeoTrust, Inc., 350 Ellis Street, Mountain View, California 94043 United States of America.

**16. Modifications to Agreement.** GeoTrust may: (i) revise the terms of this Agreement; and/or (ii) change part of the services provided herein at any time. Any such change will be binding and effective thirty (30) days after publication of the change on GeoTrust's websites, or upon notification to Organization by e-mail.

**17. Compliance with Laws, Export Requirements, and Foreign Reshipment Liability.** Organization acknowledges and agrees to use the Enterprise SSL or Enterprise SSL Premium service in compliance with all applicable laws and regulations, including without limitation the U.S. export laws and regulations. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements ("Export Control"). Regardless of any disclosure you make to GeoTrust of an ultimate destination of any Certificates, software, hardware, or technical data (or portions thereof) supplied by GeoTrust ("GeoTrust Technology") and, notwithstanding anything contained in this Agreement to the contrary, you will not: (i) modify, export, or re-export, either directly or indirectly, any GeoTrust Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the United States government or any other country that imposes Export Control; (ii) provide GeoTrust Technology 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", the United States Commerce Department's "BIS Entity List" or such other applicable lists; or (iii) export or re-export GeoTrust Technology, 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.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter thereof. Notwithstanding the foregoing, if Organization has executed a written agreement for Enterprise SSL or Enterprise SSL Premium with GeoTrust during the one (1) year prior then the terms of such agreement shall supersede this Agreement. The terms and conditions of any past, present or future purchase order submitted by Organization which alter, modify or conflict with the terms and conditions of this Agreement are void.

Enterprise SSL™ Agreement version 3.0 (August 2010)