



THIS GEOTRUST ENTERPRISE SSL(tm) AGREEMENT ("AGREEMENT"), IS ENTERED INTO BETWEEN THE COMPANY NAMED IN THE ACCOMPANYING GEOTRUST APPLICATION FORM ("COMPANY"), AND GEOTRUST, INC. ("GEOTRUST") AND IS EFFECTIVE UPON GEOTRUST'S ACCEPTANCE OF THE APPLICATION FORM ("APPLICATION").

TO SUBMIT THE APPLICATION, COMPANY 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 COMPANY DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, COMPANY'S APPLICATION WILL NOT BE ACCEPTED AND COMPANY WILL NOT BE ABLE TO ORDER GEOTRUST CERTIFICATES. IF COMPANY WISHES TO DECLINE ACCEPTANCE, COMPANY MAY CLICK THE "I DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

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

2. **Limitations on Use.** Company will not (a) make the Certificates available to any third party who is not a business unit, subsidiary, or affiliate of Company, (b) use or duplicate the Certificates except as permitted by this Agreement, or (c) cause or permit the reverse engineering, disassembly, or decompilation of the Certificates.

3. **Fees and Payments.** Fees for the Certificates ordered in Company's initial order are specified in the Application. Fees for additional orders shall be at GeoTrust's then-current Fees for the Certificates. Company 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. Company may cancel its subscription in the Certificates or request revocation of a Certificate at any time, but Company will not be entitled to any refund, prorated or otherwise, for such cancellations or revocations. Company agrees that GeoTrust may revoke or cancel Certificates previously provided by GeoTrust in the event of non-payment by Company.

Fees are stated in U.S. dollars. Company authorizes GeoTrust to charge the fees against the credit card listed on the Application. Company agrees to pay interest at the rate of 1.5 percent per month on all overdue amounts. Company 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 Company.

4. **Designation of Certificate Administrator, Order Process, and Other Company Obligations.** Company has designated in its Application a person with authority to submit Company 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"). Company may change its designated Certificate Administrator by providing written notice to GeoTrust. GeoTrust will provide the Certificate Administrator with a unique member ID or URL and with a user name and password (or client certificate) for the purpose of ordering and approving issuance of the Certificates. The Certificate Administrator may share the unique member ID or URL with others within the Company to permit them to submit orders for the Certificates, but will not share the user name and password (or client certificate) necessary for approval of issuance of the Certificates. All communications concerning the approval of Certificates to be issued to Company will be made by and through the designated Certificate Administrator.

The Certificate Administrator will be responsible for verifying all the information in all Certificate orders submitted to GeoTrust on behalf of Company, 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 he or she becomes aware of a Certificate that should be revoked for any reason.

5. **Enrollment Information.** Company will provide information as required for enrollment for the Certificates. Company warrants that it has 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. Company acknowledges that GeoTrust may require Company (or the party enrolling in the Certificates) to agree to a customer or subscriber agreement with GeoTrust to subscribe to the Certificates.

7. Term. The term of this Agreement will commence on GeoTrust's acceptance of the Application and, unless terminated earlier in accordance herewith, will continue for a period of one (1) year.

Certificates pre-purchased under this Agreement may be installed by Company within one year from the date of purchase. Pre-purchased Certificates that have not been installed within one year from the date of purchase will expire, and Company will not be entitled to any refund or credit for the expired Certificates.

In the event of termination of this Agreement pursuant to Section 12, Company may continue to install any Certificates purchased prior to termination until their expiration (and will not be entitled to any refund or credit therefor), 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 generally accepted industry standards for SSL server certificates and 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 Company, the Certificates' viewers or users, or any other person, including, without limitation, any: (i) of merchantability, fitness for a particular purpose, title, or noninfringement 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. Limitation of Liability. Neither party, nor its subsidiaries, affiliates, shareholders, directors, officers and employees will be liable to the other party or any third party for any special, exemplary, punitive, indirect, multiple, incidental or consequential damages arising out of or in connection with this Agreement whether based in contract, tort (including, without limitation, negligence) or on any other legal or equitable grounds, even if the party has been advised of the possibility of such damages. If any applicable authority does not allow the Disclaimer or Limitation of Liability stated in Sections 8 and 9, in no event will either party be liable to the other party (except for the Subscription Fees payable by Company to GeoTrust) in the aggregate with respect to any and all breaches, defaults, or claim of liability under this Agreement for an amount greater than the Fees paid by Company to GeoTrust during the twelve (12) month period preceding a claim giving rise to such liability.

10. 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.

11. 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.

12. 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 fifteen (15) 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) Company 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.

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13. Arbitration of Disputes. Any controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, that the parties are unable to resolve shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

14. Miscellaneous. This Agreement may not be assigned by Company without GeoTrust's prior written consent. This Agreement may not be modified except in a subsequent writing signed by all parties hereto. This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts.

15. 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.

[v. 1.0 8.8.02]

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