

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

TO SUBMIT THE ENROLLMENT FORM, 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 ENROLLMENT FORM WILL NOT BE ACCEPTED AND COMPANY WILL NOT BE ABLE TO ORDER 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® SSL certificates ("Certificates") issued through its Enterprise SSL service for Company's use according to the terms of this Agreement and the True BusinessID and Enterprise SSL Certificate Practices Statement ("CPS") found at <http://www.geotrust.com/resources>. 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) use or duplicate the Certificates except as permitted by this Agreement, (b) install each Certificate on more than the number of servers for which Company has purchased licenses on the Enrollment Form, (c) resell the Certificates or make them available to third parties, (d) cause or permit the reverse engineering, disassembly, or decompilation of the Certificates, or (e) if Company is installing the Certificates on a load balancing or similar device, secure more than the number of servers for which Company has purchased licenses on the Enrollment Form.

**3. Prices and Payments.** Prices for the Certificates ordered in Company's initial purchase are specified in the Enrollment Form. Prices for additional purchases shall be at GeoTrust's then-current prices 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.

Prices are stated in U.S. dollars. Company authorizes GeoTrust to charge the prices against the credit card listed on the Enrollment Form (if applicable). 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 will designate an individual 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 only submit domain names for vetting for which Company is the legal owner. Company 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 Company 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 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 s/he becomes aware that a Certificate should be revoked for any reason.

**5. Enrollment Information.** Company will provide information as required for set-up of the Enterprise SSL service. 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 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 Company 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 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 13, 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 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.** GeoTrust's aggregate liability to Company 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 Company for the Certificates within the one (1) year period immediately prior to the event that gave rise to Company's claim.

**10. Limitation of Damages:** GeoTrust shall not be liable to Company 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.

**11. 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.

**12. 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.

**13. 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) 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.

**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 without regard to its conflict of law provisions. Venue shall be in 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. Notwithstanding the foregoing, if Company has executed a written agreement for Enterprise SSL 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 Company which alter, modify or conflict with the terms and conditions of this Agreement are void.

[v 1.1 2-15-05]