

## **GeoTrust® SSL Trial Certificate Subscriber Agreement**

YOU MUST READ THIS GEOTRUST SSL TRIAL CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A GEOTRUST SSL TRIAL CERTIFICATE (EACH, A "CERTIFICATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY CLICKING "ACCEPT" BELOW OR BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

ALL REFERENCES TO "GEOTRUST" IN THIS AGREEMENT SHALL MEAN THE SPECIFIC GEOTRUST ENTITY SPECIFIED ON THE HOMEPAGE OF THE WEBSITE ON WHICH YOU APPLIED FOR YOUR CERTIFICATE. IF YOU ARE A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOUR RESELLER IS AUTHORIZED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, RENEW, AND, IF NECESSARY, REVOKE THE CERTIFICATE ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER TO USE YOUR CERTIFICATE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, CONTACT GEOTRUST IMMEDIATELY AT THE TELEPHONE NUMBER SET FORTH IN SECTION 24 BELOW AND GEOTRUST WILL REVOKE THE CERTIFICATE.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A CERTIFICATE, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTIONS 8.2 AND 8.3. IF YOU ARE A RESELLER AND ARE APPLYING FOR YOUR OWN CERTIFICATE, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 8.3.

### **1. Definitions.**

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean GeoTrust.

"Certificate Application" means a request to a CA for the issuance of a Certificate.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. GeoTrust's CPS is published at <http://www.geotrust.com/resources/repository/legal/>.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Relying Party" shall mean an individual or organization that acts in reliance on a Certificate and/or a digital signature.

"Relying Party Agreement" shall mean an agreement used by a CA setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the GeoTrust Relying Party Agreement published in the Repository.

"Repository" shall mean the collection of documents located at the link for the repository which may be accessed from the homepage of the website from which you applied for your Certificate.

"Reseller" shall mean an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains Certificates for re-sale.

"Subscriber" means a person, organization, or entity who is the owner of or has the right to the device that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue.

"GeoTrust Seal" shall mean an electronic image featuring a GeoTrust mark, which when displayed by you on your website indicates that you have purchased GeoTrust service(s).

"GeoTrust PKI" or "PKI" shall mean the Certificate-based public key infrastructure governed by the GeoTrust PKI certificate policies, which enables the worldwide deployment and use of Certificates by GeoTrust, its affiliates, their respective customers, Subscribers, and Relying Parties.

**2. Description of the Certificate.** The GeoTrust SSL Trial Certificate for which you have applied on behalf of your organization is not a fully-authenticated Certificate within the GeoTrust PKI. These Certificates are issued to devices to provide validation of the domain (unless issued to an Intranet Server); message, software, and content integrity; and confidentiality encryption. These Certificates provide assurances of the validity of the domain (unless issued to an Intranet Server) and that the domain administrator has authorized the Certificate Application. No organization authentication is performed on the owner of the domain.

**3. Processing the Certificate Application.** Upon completion of authentication procedures required for the GeoTrust SSL Trial Certificate, GeoTrust will process your Certificate Application. If your Certificate Application is approved, GeoTrust will issue you a Certificate for your use in accordance with this Agreement. After you pick up or otherwise install your Certificate, you must review the information in it and promptly notify GeoTrust of any errors. Upon receipt of such notice, GeoTrust may revoke your Certificate and issue you a corrected Certificate.

**4. Use Restrictions.** You are prohibited from using your Certificate: (i) for or on behalf of any other organization; (ii) to perform private or public key operations in connection with any domain and/or organization name other than the one you submitted on your Certificate Application; and (iii) for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

**5. Revocation.** If you discover or have reason to believe there has been a compromise of your private key, or the information within your Certificate is incorrect or has changed, or if your organization name and/or domain name registration has changed, you must immediately notify GeoTrust. GeoTrust retains the right to revoke your Certificate at any time without notice if: (i) GeoTrust discovers that the information within your Certificate is no longer valid; (ii) you fail to perform your obligations under the terms of this Agreement; or (iii) in GeoTrust's sole discretion, you have engaged in activities which GeoTrust determines are harmful to the PKI.

**6. Obligations Upon Revocation or Expiration.** Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from all devices on which it is installed and shall not use it for any purpose thereafter. If you have installed a GeoTrust Seal in conjunction with the revoked Certification, then you shall remove such seal from your website.

**7. Term of Service.** This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.

## **8. Representations and Warranties.**

**8.1 GeoTrust Representations and Warranties.** THE GEOTRUST SSL TRIAL CERTIFICATE IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.

**8.2 Your Representations and Warranties.** You represent and warrant to GeoTrust and Relying Parties that: (i) all information material to the issuance of a Certificate you provide to GeoTrust in your Certificate Application is accurate; (ii) you will inform GeoTrust if the representations you made to GeoTrust in your Certificate Application changed or are no longer valid; (iii) the Certificate information you provided (including your e-mail address) does not infringe the Intellectual Property Rights of any third party; (iv) the Certificate information you provided (including your email address) has not been and will not be used for any unlawful purpose; (v) you have been (since the time of its creation) and will remain the only person possessing your private key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to such materials or information; (vi) you will use your Certificate exclusively for authorized and legal purposes consistent with this Agreement; (vii) you will use your Certificate as an end user and not as a

Certification Authority to issue Certificates, certification revocation lists, or otherwise; (viii) each digital signature created using your private key is the Subscriber's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; (ix) you manifest assent to this Agreement as a condition of obtaining a Certificate; and (x) you will not monitor, interfere with, or reverse engineer (save to the extent that you can not be prohibited from so doing under applicable law) the technical implementation of the PKI, except with the prior written approval from GeoTrust, and shall not otherwise intentionally compromise the security of the PKI. You further represent and warrant that you have sufficient information to make an informed decision as to the extent to which you choose to rely on a digital certificate issued within the PKI, that you are solely responsible for deciding whether or not to rely on such information, and that you shall bear the legal consequences of your failure to perform any obligation you might have as a Relying Party under the applicable Relying Party Agreement.

**8.3 Reseller Representations and Warranties.** Further to section 8.2, Reseller represents and warrants to GeoTrust and Relying Parties that: (i) it has obtained the authority of its customer to enter into this Agreement on behalf of its customer and/or to bind its customer to this Agreement; and (ii) it shall comply with and procure its customer's compliance with this Agreement.

**9. Fees and Payment Terms.** *This Section 9 shall apply only if the website through which you have enrolled for the Certificate indicates that the Certificate is subject to service fees.* As consideration for the Certificate you have purchased, you shall pay GeoTrust the applicable service fees set forth on our website at the time of your selection, if any. All fees are due immediately and are non-refundable, except as otherwise stated below. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of GeoTrust) which are imposed by or under the authority of any government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such service fees. All payments due to GeoTrust shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, GeoTrust receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. This section does not apply to you if you purchased your Certificate from a Reseller.

**10.** Intentionally left blank.

**11. Proprietary Rights.** You acknowledge that GeoTrust and its licensors retain all Intellectual Property Rights and title in and to all of their confidential information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by GeoTrust hereunder, including

without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "GeoTrust Works"). The GeoTrust Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

**12. Modifications to Subscriber 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 you by e-mail. If you do not agree with the change, you may terminate this Agreement at any time by notifying GeoTrust and requesting a partial refund of fees paid, prorated from the date of termination to the end of the service period. By continuing to use GeoTrust services after such change, you agree to abide by and be bound thereby.

**13. Privacy.** You agree to the use of your data and information in accordance with the following: GeoTrust will treat and process the data you provide in your Certificate Application in accordance with the privacy statement specific to these Services ("GeoTrust Privacy Statement or "Privacy Statement"), as amended from time to time and accessible from the home page of the website from which you enrolled for your Certificate. GeoTrust may place in your Certificate information that you provide in your Certificate Application. GeoTrust may also: (i) publish your Certificate and information about its status in the Repository; and (ii) use such information for the purposes set out in this Agreement and in the GeoTrust Privacy Statement. If you are a Reseller acting on behalf of a customer, you warrant that you have all necessary rights (including consents) to provide your customer information to GeoTrust. You are aware that GeoTrust will process and/or transfer the information you provide in your Certificate Application in the United States and in other jurisdictions where GeoTrust maintains a presence. For further information on processing of customer data, please see our applicable Privacy Statement.

**14. Disclaimers of Warranties.** GEOTRUST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF CUSTOMER REQUIREMENTS, NONINFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**15. Indemnity.** You agree to indemnify, defend and hold harmless GeoTrust, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from: (i) the breach of any of your

warranties, representations and obligations under this Subscriber Agreement; (ii) any falsehoods or misrepresentations of fact you make on the Certificate Application; (iii) any infringement of an Intellectual Property Right of any person or entity in information or content provided by you; (iv) 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; or (v) 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 Agreement. GeoTrust shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that: (a) you keep GeoTrust informed of, and consult with GeoTrust in connection with the progress of such litigation or settlement; (b) you shall not have any right, without GeoTrust's written consent, which consent shall not be unreasonably withhold, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of GeoTrust, or requires any specific performance or non-pecuniary remedy by GeoTrust; and (c) GeoTrust shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this Section 15 will survive any termination of this Agreement. As a Relying Party, you agree to indemnify, defend and hold harmless GeoTrust, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from: (i) your failure to perform the obligations of a Relying Party as set forth in the applicable Relying Party Agreement; (ii) your reliance on a Certificate that is not reasonable under the circumstances; or (iii) your failure to check the status of such Certificate to determine whether the certificate is expired or revoked.

## **16. Limitations of Liability.**

16.1 Intentionally left blank.

16.2 THIS SECTION 16.2 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 RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, GEOTRUST SHALL NOT BE LIABLE FOR: (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS; OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. IN NO EVENT WILL GEOTRUST BE LIABLE FOR ANY DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A GEOTRUST SSL TRIAL CERTIFICATE. NOTWITHSTANDING THE FOREGOING, GEOTRUST'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 16 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM GEOTRUST'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.

**17. Force Majeure.** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that: the party relying upon this Section 17: (i) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

**18. Compliance with Law, Export Requirements, and Foreign Reshipment Liability.**

Both parties shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with their obligations 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 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 Departments “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.

**19. Severability.** 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.

**20. Governing Law.** 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.

**21. Dispute Resolution.** To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify GeoTrust, and any other party to the dispute for the purpose of seeking a business resolution. Both you and GeoTrust shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law as specified under this Agreement.

**22. Intentionally Left Blank.**

**23. Assignment.** 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.

**24. Notices and Communications.** You will make all notices, demands or requests to GeoTrust with respect to this Agreement in writing to the "Contact" address listed on the website from where you purchased your Certificate, with a copy to: General Counsel – Legal Department, GeoTrust, Inc., 350 Ellis Street, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-527-8000.

**25. Entire Agreement.** This Agreement, the Seal Agreement (if GeoTrust provides a GeoTrust Seal with the GeoTrust SSL Trial Certificate and you choose to display a Seal), and if you are a Reseller, your Reseller agreement with GeoTrust, constitute the entire understanding and agreement between GeoTrust and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

**26. Third Party Beneficiary Rights.** You agree that Microsoft, Inc. shall be an express third party beneficiary of the obligations contained in this Agreement.

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