

THIS GEOTRUST RESELLER AGREEMENT ("AGREEMENT"), IS ENTERED INTO BETWEEN THE PARTNER NAMED IN THE RESELLER ENROLLMENT FORM ("PARTNER") AND GEOTRUST, INC. ("GEOTRUST") AND IS EFFECTIVE UPON GEOTRUST'S ACCEPTANCE OF PARTNER'S ENROLLMENT FORM.

TO SUBMIT THE RESELLER ENROLLMENT FORM ("ENROLLMENT FORM"), PARTNER MUST FIRST READ THIS AGREEMENT AND AGREE TO AND ACCEPT ITS TERMS BY CLICKING THE "I AGREE TO THIS GEOTRUST RESELLER AGREEMENT" BUTTON AT THE END OF THIS AGREEMENT. IF PARTNER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, PARTNER'S ENROLLMENT FORM WILL NOT BE ACCEPTED AND PARTNER WILL NOT BE ACCEPTED AS A PARTNER.

**1. License.** GeoTrust grants to Partner a license to market and distribute the GeoTrust products selected by Partner in the Enrollment Form (the "Products") to Web site owners and others for whom Partner provides hosting, domain registration and/or other internet services ("Customers") according to the terms of this Agreement. Notwithstanding the foregoing, Partner shall not be permitted to market and distribute the Products to Customers located in Japan without the prior written consent of GeoTrust. In marketing and distributing the Products, the Partner (a) will not make any representations to Customers concerning the Products that are inconsistent with this Agreement or the terms and conditions of the Subscriber or Customer Agreement between GeoTrust and each Customer that subscribes to the Products ("Customer Agreement"); and (b) will comply with all applicable laws and regulations. GeoTrust may change the name of the Products or add features at its sole discretion.

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

**3. Fees and Payments.** Partner agrees to pay GeoTrust for the distribution of the Products to its Customers according to the Subscription Fees listed in the Enrollment Form. Partner authorizes GeoTrust to charge the Subscription Fees against the credit card listed on the Enrollment Form. Partner may set the price to its Customers for the Products. Partner will pay the fees whether or not Partner discounts or reduces the fees it charges its Customers and whether or not Partner collects all or part of its fees from its Customers. Customers may cancel their subscription in the Products at any time, but Partner will not be entitled to any refund, prorated or otherwise, for such cancellations. Partner agrees that GeoTrust may revoke or cancel Products previously provided by GeoTrust to Customers in the event of non-payment by Partner or as provided in Section 4.

Fees are stated in U.S. dollars. Partner agrees to pay interest at the rate of 1.5 percent per month on all overdue amounts. Partner 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 Partner.

**4. Installation, Placement and Promotion of GeoTrust Products.** If selected by Partner on the Enrollment Form, GeoTrust will provide True Site for Partner's use on its Web site at no charge during the term of this Agreement. Partner agrees to complete enrollment and installation of True Site on the first or home page of Partner's Web site within 15 days of the Effective Date of this Agreement. If Partner fails to complete installation of True Site on the first or home page of Partner's Web site within 15 days of the Effective Date of this Agreement or fails to maintain True Site on the first or home page of Partner's Web site during the term of this Agreement, GeoTrust may, at its option, terminate this Agreement upon 10 days written notice to Partner.

**5. Customer Information; Renewal.** Partner will provide Customer information as required for enrollment for the Products. Partner warrants that it has authority to release any Customer information it provides to GeoTrust pursuant to this Agreement and that providing the information does not violate any applicable contract or privacy policy.

Partner agrees to attempt to complete renewal of a Customer's Products more than 21 days prior to expiration of the Products. During the term of this Agreement, GeoTrust will not use Customer information received from Partner for the purpose of contacting Customers directly to sell them GeoTrust Products, except that GeoTrust reserves the right to contact Customers directly during the 21 day period prior to expiration of a Product and following expiration to offer renewal of the Products if renewal has not yet occurred.

**6. Customer Agreement.** Partner acknowledges that GeoTrust requires each Customer (or Partner, acting on each Customer's behalf and with authority to do so) to agree to a Subscriber or Customer Agreement with GeoTrust to subscribe to the Products.

**7. Term; Changes in Subscription Fees.** The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance herewith, will continue for a period of one (1) year.

Any units pre-purchased by Partner must be installed by Partner's Customers within twelve (12) months of Partner's purchase of the units. Any units not installed within such twelve (12) month period will expire and Partner shall not receive any credit or refund therefor. Upon termination of this Agreement, Partner may continue to install units purchased during the term of this Agreement until their expiration.

**8. Warranty and Disclaimer.** GeoTrust warrants that its Products meet generally accepted industry standards and that the Products substantially conform to any specific standards published by GeoTrust for the Products. Except for the foregoing, the Products 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 Partner, Customers, the Products viewers, 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 Partner 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 Partner 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 distributor of the Products and to promote the Products. 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) Partner 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; and (3) each party shall immediately remove the other party's Names and references thereto and any hypertext links on their Web sites. Following termination or expiration of this Agreement, GeoTrust may contact Customers directly for the purpose of selling or renewing the Products or other products and services to the Customers.

**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 Partner without GeoTrust's prior written consent. This Agreement may not be modified except in a subsequent writing signed by all parties hereto. This Agreement may be executed

in counterparts and each such counterpart shall be an original and together shall constitute but one and the same document. 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 including any prior reseller or referral agreement or understanding with respect to the subject matter thereof.

IF PARTNER AGREES TO THE TERMS OF THIS AGREEMENT, CLICK "I AGREE TO THIS GEOTRUST RESELLER AGREEMENT." BY CLICKING "I AGREE TO THIS GEOTRUST RESELLER AGREEMENT," YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON PARTNER'S BEHALF AND TO BIND PARTNER TO THE TERMS OF THIS AGREEMENT; (B) PARTNER IS THE ENTITY THAT IT CLAIMS TO BE IN THE ENROLLMENT FORM; (C) PARTNER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF PARTNER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH PARTNER IS A PARTY.

[5-15-03 v 1.2]