

True Credentials for Code Signing Subscriber Agreement

This GeoTrust True Credentials(tm) for Code Signing Subscriber Agreement (this "Agreement") is made by and between GeoTrust, Inc. ("GeoTrust") and you, the party subscribing to the True Credentials for Code Signing service ("Company" or "Publisher"), and governs your application for, issuance, management, and use of GeoTrust True Credentials for Code Signing Certificates Service(the "Service") and use of Publisher Certificates and Code Signing Certificates (collectively, "Certificate(s)") issued using the Service.

Company hereby represents and warrants that it is fully authorized to enter into this Agreement. By applying for a Certificate, Publisher warrants that all information and representations made in order to obtain a Certificate are true, including but not limited to information and representations included in the Certificate.

Company understands that a digital certificate serves to identify the party named in the Certificate (the "Certificate Subject") for the purposes of electronic commerce, access, and communication.

1. Company's responsibilities under this Agreement:

(a) Company agrees to pay all charges for the Service found in the Agreement(s) or enrollment form(s) between Company and GeoTrust. If the Agreement(s) or enrollment form(s) are Web-based, Company agrees it will be bound by the price, terms, and conditions as displayed on the Web site at the time Company orders the particular Service.

(b) Company agrees to adhere to and be bound by the provisions of the True Credentials for Code Signing Certificate Practice Statement ("CPS"), which is incorporated by reference into this Agreement. Company acknowledges that the CPS may change from time to time, and that any changes will be effective and binding from the date they are posted on GeoTrust's Web site. The True Credentials for Code Signing CPS is available for viewing at GeoTrust's Web site, <http://www.geotrust.com/resources/cps>.

(c) In addition to complying with the terms of the CPS, Company shall comply with each of the following obligations:

(1) Perform the registration authority ("RA") functions necessary for issuance of the Certificates provided by the Service, and be solely responsible for verifying the identity of the Certificate Subject named in the Certificates issued by the Service at Company's request;

(2) Appoint an administrator(the "Administrator") with authority to perform the RA Functions and to order, manage, and revoke the Certificates provided under the Service on behalf of Company;

(3) Provide information on the Certificate application that is complete and accurate;

(4) Use the Publisher Certificates only for the purposes of identification of the Company as the party publishing the application; and establishing the code for the application as published by the

Publisher, to permit future verification that the code has not been tampered with.

(5) Protect the confidentiality of the private keys from unauthorized use, access or disclosure, and require the same of Certificate Subjects;

(6) Use the Certificates only in conjunction with properly licensed cryptographic software;

(7) Promptly revoke a Certificate upon any change to the information on the certificate or the certificate application;

(8) Promptly revoke a Certificate upon any actual or suspected loss, disclosure, or other compromise of the private key that corresponds to the Certificate;

(9) Promptly request that GeoTrust revoke an Administrator's Publisher Certificate upon any change to the information on the Administrator's Publisher Certificate or on the Administrator's certificate application; and

(10) Promptly request that GeoTrust revoke an Administrator's Publisher Certificate upon any actual or suspected loss, disclosure, or other compromise of the private key that corresponds to the Administrator's Publisher certificate.

Any failure of Company to comply with each of the obligations under this subsection shall be a material breach of the Agreement. Company acknowledges the inherent possibility of the compromise of a Certificate Subject's private key, which may or may not be detected, and the possible use of a stolen or compromised private key to forge a Certificate Subject's digital signature and/or to gain unauthorized Web or VPN access.

(d) Company acknowledges that the functions and features of the Service may be modified from time to time, that some functions and features may be added, changed, or deleted from the Service during the term of this Agreement, and that all changes will be deemed to be part of the Service provided by GeoTrust as of the date of change. Company agrees to accept the Service as changed from time to time, and agrees that Company's sole remedy in the event it does not approve of particular changes to the Service is to terminate the Service in accordance with the termination provisions of this Agreement.

(e) The Publisher shall provide GeoTrust with the complete code or a unique representation of the code for an application in executable form, digitally signed using a Publisher Private Key which GeoTrust shall confirm was issued to that Publisher and whose associated Publisher Certificate GeoTrust confirms is valid as of the date of digital signature of the code using the Publisher Certificate, and is still valid on the date the code is submitted to the CA for code re-signature. Publisher acknowledges that GeoTrust is relying upon the truth, completeness and accuracy of the Publisher's representations and warranties pertaining to such Code Confirmation requirements in digitally signing the code by use of a Code Confirmation Private Key.

2. Responsibilities of GeoTrust under this Agreement:

(a) GeoTrust will provide the Service in accordance with this Agreement (as the Service may change from time to time pursuant to notice published on GeoTrust's Web site).

(b) GeoTrust will provide Company with an Administrator's Publisher Certificate for use by Company to access the Service.

(c) GeoTrust will provide technical support services by means of questions and answers and other information posted under _Products and Services_ at <http://www.geotrust.com>

3. Description of the Service: The Service currently provides (or will provide during the term of this Agreement) a Web-based service for issuance, management, and revocation of Certificates to individuals designated by Company to enable code signing and secure access using a public CA model, according to specifications provided by GeoTrust for each Service feature. GeoTrust will provide to Company those features which Company selected upon enrollment for the fees stated at time of enrollment. In the event Company wishes to add or delete features after enrollment, the fees paid by Company will be adjusted accordingly. GeoTrust may change the fees charged for the Service and particular fees upon 30 days prior notice to Company.

4. Enrollment for the Service: In order to obtain the Service, Company agrees to complete GeoTrust's enrollment form, including Company contact information and such other information as the enrollment form may request, and to provide all necessary information to GeoTrust for issuance of Certificates to Certificate Subjects. Company warrants (1) the information it provides will be complete and accurate, (2) Company has authority to provide the information and is not violating any privacy or confidentiality rules, regulations, or other agreements, and (3) that GeoTrust has permission to use this information in order to provide the Service (including publication of information contained in a Certificate in connection with GeoTrust's dissemination of Certificate status information).

Secure Company communications with GeoTrust will be via an Administrator's Publisher certificate to be provided by GeoTrust. Company agrees to keep its Administrator's Publisher Certificate secure and accessible only by Company's Administrator, and GeoTrust will not be liable in the event of any compromise of Company's Administrator's Publisher Certificate.

5. Additional Terms for Smartphone Credentials. These additional terms only apply if you have purchased the GeoTrust Smartphone Credentials. The GeoTrust Smartphone Credentials is split into two parts, the Publisher Certificate and the Code Confirmation Certificate. Publisher Certificates are issued by GeoTrust to organizations that wish to digitally sign code for Smartphone applications ("Publishers"). Code Confirmation Certificates are Certificates issued by GeoTrust in order for GeoTrust to re-sign code that has been digitally signed by a Publisher. In addition to the other representations, warranties and obligations contained or referenced in the Certificate application or

this Agreement, you represent and warrant that (1) you shall be wholly responsible for the protection of any smart card on which your Certificate is issued, if applicable, including any loss or unauthorized use of or access to it, and you have implemented policies and procedures to ensure such protection; (2) you shall notify GeoTrust immediately in the event of the loss or unauthorized use of or access to any smart card on which your Certificate is issued, if applicable; (3) you shall ensure that only trustworthy individuals, who have been advised of and agreed to comply with the terms of this Subscriber Agreement shall be authorized to use your Publisher Certificate to sign code; (4) you shall maintain reliable written or electronic records of all individuals authorized to have access to or use your smart card, if applicable, and of all uses of your Publisher Certificate, including dates and times of access or use, individuals(s) authorized and/or using the Certificate, and application(s) signed; (5) you exercised reasonable care consistent with prevailing industry standards to exclude programs, extraneous code, viruses, or data that may be reasonably expected to damage, misappropriate or interfere with the use of data, software, systems, or operations of Microsoft Windows Powered Smartphones; and (6) when requesting an Code Confirmation Certificate, you shall provide GeoTrust with the complete code or a unique representation of the code in executable form, digitally signed using your Publisher Certificate. On or after thirty (30) days before the expiration of an Publisher Certificate, a Publisher may request renewal of that Certificate from GeoTrust, provided that the original Certificate has not been revoked. Such a request may be made electronically via a digitally signed message generated with the your Publisher Certificate. Prior to re-issuance, GeoTrust shall confirm the accuracy of the information contained in the Certificate. Renewal Certificates may be issued without re-keying.

7. Business or Commercial Use: Company warrants that it will use the Service solely for business or commercial use only, and not for any personal or consumer use. Company agrees it will only use the Service for Company's own business purposes, and will not resell the Service to others.

8. Term and Termination: The term of this Agreement shall begin on the date the enrollment form is submitted to and accepted by GeoTrust and shall terminate upon the earlier of (a) end of the one (1) year enrollment period, (b) thirty (30) days after notice from GeoTrust to Company regarding a breach by Company of its obligations under this Agreement which remains uncured for such period of time, or (c) receipt of notice by GeoTrust from Company of its intent to terminate this Agreement.

Company may terminate the Service by providing notice to GeoTrust according to the notice provisions of this Agreement, but will not be entitled to a refund of any amounts paid to GeoTrust for the Service (including set-up and Certificate fees) prior to termination. All amounts due from Company must be paid upon termination of the Service. GeoTrust shall not be obliged to retain any information provided by Company after termination.

9. Service Interruptions; System Damage: Company agrees that GeoTrust shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its

reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service. Company understands and agrees that occasional temporary interruptions of the Service may occur as normal events in the provision of the Service via the Internet. Company agrees that GeoTrust shall not be liable for any computer virus or security breach, including computer hacking or denial of service attack, that results in damage, destruction, alteration, or corruption of data on systems. GeoTrust agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will GeoTrust be held liable for any financial or other damages due to such interruptions. In no event shall GeoTrust be liable to Company or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, loss of income or cost of replacement services.

10. Governing Law and Dispute Resolution Procedures: The enforceability, construction, interpretation, and validity of this Agreement and any resolution of any dispute concerning the Service shall be governed by the substantive laws of the Commonwealth of Massachusetts, United States of America, excluding (i) the conflicts of law provisions thereof and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising under, in connection with or relating to this Agreement or the Service shall be subject to and settled finally by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (AAA). All arbitration proceedings shall be held in Boston, Massachusetts, USA. There shall be one arbitrator appointed by the AAA who shall exhibit a reasonable familiarity with the issues involved or presented in such dispute, controversy or claim. The award of the arbitrator shall be binding and final upon all parties, and judgment on the award may be entered by any court having proper jurisdiction thereof. In any arbitration arising hereunder, each party to the preceding shall be responsible for its own costs incurred in connection with the arbitration proceedings.

11. Independent Contractor: The relationship of GeoTrust and Company under this Agreement is that of independent contractors and not partners, joint venturers, or co-owners as participants. Neither party has authority to contract for or bind the other.

12. Notices: 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 Company at the e-mail and/or physical address provided in the Subscriber form. Company shall send notices in writing to the following address: True Credentials for Code Signing Notices, GeoTrust True Site Notices, 40 Washington Street, Suite 20, Wellesley Hills, MA 02481 USA. GeoTrust may change its address for notice by means of posting its new address under 'Contact Us' at <http://www.geotrust.com>.

13. Assignment: Company may not assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be void and a default of this Agreement.

14. No Other Rights: By virtue of this Agreement, Company does not acquire any right, title or interest of any kind in or to any trademark, trade name, service mark, logo, patent, copyright, or other proprietary right of GeoTrust.

15. Compliance With Laws and Regulations: Company acknowledges and agrees to use the Service in compliance with all applicable laws and regulations, including without limitation U.S. export laws and regulations. GeoTrust may refuse to provide the Service if in the reasonable opinion of GeoTrust such issuance or the continued use of the Service would violate applicable laws and regulations.

16. Limitation of Liability: GeoTrust's liability (including, for purposes of this paragraph only, any of its employees, agents, or representatives), to Company (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement or the provision of the Service (including, without limitation maintenance and support) shall be limited to the amount of fees paid by Company to GeoTrust under this Agreement within one year preceding the date Company contends its claim arose. In no event shall GeoTrust be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory of liability. This limitation will apply even if GeoTrust has been advised of, or is aware of, the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusions of incidental and consequential damages may not apply to Company but shall be given effect to the full extent permitted by law.

17. Disclaimer of Warranties: GEOTRUST SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ANY WRITTEN MATERIALS BY GEOTRUST, OR INFORMATION ON GEOTRUST'S WEB SITE, SHALL BE FOR INFORMATIONAL PURPOSES ONLY AND, WHETHER DELIVERED OR DISSEMINATED BEFORE OR AFTER THE DATE OF THIS AGREEMENT, SHALL NOT CREATE ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTY OF PERFORMANCE, OR CONTRACTUAL OBLIGATIONS. In addition, no act by GeoTrust within the scope of this Agreement shall be construed as the making of any warranty or representation with regard to the functionality, suitability for any purpose, merchantability, presence or absence of defects, or any other matter pertaining to or arising from code which has been signed by an Publisher Certificate or countersigned by a Code Confirmation Certificate.

18. Indemnification: Company hereby agrees to indemnify and hold GeoTrust and its officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, losses, damages, judgments, costs and expenses (including attorneys' fees) arising out of or related to Company's or a Certificate Subject's use of the Service.

19. Entire Agreement: This Agreement constitutes the complete and exclusive statement of the agreement between Company and GeoTrust with respect to the application for, acceptance of, and use of the Service and supersedes any proposal or prior agreement, oral or written, and any other communications relating to this Agreement.

[v. 1.0 12-19-02]