

TRUE BUSINESSID AND TRUE SITE SUBSCRIBER AGREEMENTS

These Subscriber Agreements apply to Subscribers to GeoTrust's True BusinessID SSL server certificates (including certificates distributed through GeoTrust's Enterprise SSL service) and True Site. Please read them carefully to determine which of these Subscriber Agreements apply to each GeoTrust product. By submitting an application to obtain a True BusinessID Certificate and accepting and using such certificate and/or submitting an enrollment form for True Site and accepting and using the services, you indicate the acceptance of the following terms and conditions and you agree to be bound by them.

TRUE BUSINESSID SUBSCRIBER AGREEMENT

This GeoTrust True BusinessID(tm) SSL Server Certificate Subscriber Agreement (this "Agreement") is made by and between GeoTrust Inc. ("GeoTrust") and you, a certificate applicant, and governs your application for, issuance and use of a GeoTrust True BusinessID SSL server certificate. By accepting this Agreement, Internet service providers, hosting companies, or others ("Hosting Companies"), represent that they have express authority from certificate applicants to apply for, and accept the digital certificate on the certificate applicant's behalf, and that both the certificate applicant and the Hosting Company (collectively referred to as the "Subscriber") have agreed to be bound by all the terms of this Agreement.

Subscriber hereby represents that it is fully authorized to apply for a GeoTrust True BusinessID SSL digital server certificate for secure and authenticated electronic transactions. The Subscriber understands that a digital certificate serves to identify the Subscriber for the purposes of electronic commerce, and that the management of the private keys associated with such certificates is the responsibility of the Subscriber and/or its contractors.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, and for other good and valuable mutual consideration, the receipt and sufficiency of which are hereby mutually acknowledged, GeoTrust and Subscriber agree as follows:

1. Definitions. For the purposes of this Agreement, all capitalized terms used in this Agreement shall have the meaning ascribed to them in this Section 1 and elsewhere in this Agreement.

"Certificate" means a record that, at a minimum (a) identifies the Certification Authority issuing it, (b) names or otherwise identifies its Subscriber; (c) contains a Public Key that corresponds to a Private Key under the control of the Subscriber, (d) identifies its operational period, and (e) contains a Certificate serial number and is Digitally Signed by the issuing Certification Authority.

"Certificate Administrator" means an individual designated by the Subscriber to submit Subscriber domain names for vetting by GeoTrust and to approve the issuance of Certificates for the vetted domain names on behalf of Subscriber as part of GeoTrust's Enterprise SSL(tm) service.

"Certification Authority" means an entity which issues Certificates and performs all of the functions associated with issuing such Certificates.

"Delegated Certificate Provider" means an entity, which provisions Certificates provided by the Certification Authority. This entity will collect payment from the Subscriber and remit the order to the Certification Authority.

"Digital Signature" means a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's Public Key can accurately determine whether the transformation was created using the Private Key that corresponds to the signer's Public Key and whether the message has been altered since the transformation was made.

"Digitally Signed" means the application of a Digital Signature to electronic data.

"Key Pair" means two mathematically related keys, having the following properties: (a) one key can be used to encrypt a message that can only be decrypted using the other key, and (b) even knowing one key, it is

computationally infeasible to discover the other key.

"Public Key" means the key of a Key Pair used to verify a Digital Signature. The Public Key is made freely available to anyone who will receive digitally signed messages from the holder of the Key Pair. The Public Key is usually provided via a Certificate issued by a Certification Authority. A Public Key is used to verify the digital signature of a message purportedly sent by the holder of the corresponding Private Key.

"Private Key" means the key of a Key Pair used to create a Digital Signature. This key must be kept private.

"Subscriber" means a person or entity who (a) is the subject named or identified in a Certificate issued to such person or entity, (b) holds a Private Key that corresponds to a Public Key listed in that Certificate, and (c) the person or entity to whom Digitally Signed messages verified by reference to such Certificate are to be attributed.

"Trustworthy System" means computer hardware, software, and procedures that (a) are reasonably secure from intrusion and misuse, (b) provide a reasonable level of availability, reliability, and correct operation, (c) are reasonably suited to performing their intended functions, and (d) adhere to generally accepted security procedures.

2. Subscriber Obligations. In addition to complying with the terms of the True BusinessID Certification Practice Statement ("CPS") which are incorporated by reference into this Agreement, Subscriber shall comply with each of the following obligations: (a) provide information on the Certificate application that is correct and accurate, (b) generate a Key Pair using a Trustworthy System; (c) use the Certificate exclusively for authorized and legal Public and Private Key operations consistent with this Agreement; (d) protect the confidentiality of the Private Key from unauthorized use, access or disclosure; (e) use the Certificate only in conjunction with properly licensed cryptographic software, (f) promptly request that GeoTrust revoke the Certificate upon any change to the information on the Certificate or the Certificate application, including, but not limited to the change of the organization name or domain name registration of Subscriber, (g) promptly request that GeoTrust revoke the Certificate upon any actual or suspected loss, disclosure, or other compromise of the Private Key, and (h) install the Certificate on no more than one server at a time (unless Subscriber has opted to purchase additional licenses through order forms or enrollment pages). Any failure of Subscriber to comply with each of the obligations under this Section 2 shall be a material breach of the Agreement. Subscriber acknowledges the inherent possibility of the compromise of Subscriber's and/or another Subscriber's Private Key, which may or may not be detected, and the possible use of a stolen or compromised Private Key to forge Subscriber's or another Subscriber's Digital Signature.

If you have enrolled for the Enterprise SSL service, you agree to appoint a Certificate Administrator with authority to submit Subscriber domain names for vetting by GeoTrust and to approve the issuance and revocation of Certificates for your authenticated domain names in accordance with the applicable CPS. You may change your 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 Certificates. The Certificate Administrator may share the unique member ID or URL with others within your 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 and revocation of Certificates. All communications concerning the approval and revocation of Certificates to be issued to your 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 your 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.

3. GeoTrust Services. Under this Agreement, GeoTrust is a Certification Authority. GeoTrust shall only issue a Certificate upon authenticating and validating the application and enrollment information of Subscriber according to the CPS, as may be amended from time to time by GeoTrust. The CPS is available for viewing at: <http://www.geotrust.com/resources>. GeoTrust, in its sole discretion, may refuse to issue a Certificate to any Subscriber. GeoTrust shall, consistent with this Agreement and CPS, and to the extent necessary or applicable, (a) receive and process the Certificate application, (b) send an acknowledgment to Subscriber of either the approval or rejection of the Certificate application, (c) if the Certificate application is approved, issue a Certificate,

(d) publish the Certificate, (e) process all requests for Certificate revocation upon the receipt of an authenticated request from Subscriber, and (f) perform its other duties under the CPS. GeoTrust shall have the right to revoke a Certificate upon (a) any change to the information on the Certificate or the Certificate application, including, but not limited to the change of the organization name or domain name registration of Subscriber or (b) any actual or suspected loss, disclosure, or other compromise of Subscriber's Private Key. Upon request, GeoTrust shall use reasonable efforts to provide to all requesting parties, including entities or persons using or relying on a Certificate, information concerning the status of such Certificate.

4. Fees. Subscriber shall pay to the Delegated Certificate Provider the applicable fees associated with the issuance of the Certificate upon the application therefor.

5. Confidentiality. GeoTrust and Subscriber agree the information related to the Certificate or the use thereof may be confidential and proprietary information of the disclosing party (collectively "Confidential Information") and agree to use such Confidential Information only in connection with its obligations hereunder or as permitted in the CPS. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information that does not rise to the level of a trade secret. Notwithstanding the above, Subscriber hereby acknowledges and agrees that GeoTrust (a) may publish or otherwise disclose the serial number and other information contained on the Certificate in connection with GeoTrust's dissemination of Certificate status information; and (b) may collect information regarding the use of Certificates and disclose such information in its aggregated form.

6. Term and Termination.

6.1. Termination. The term of this Agreement shall begin on the date the Certificate application is submitted to GeoTrust and shall terminate immediately upon the earlier of (a) the end of the Certificate's stated validity period, (b) the revocation of the Certificate, (c) the rejection of the Certificate application, (d) thirty (30) days after receipt of notice by Subscriber from GeoTrust regarding a breach by Subscriber of its obligations under this Agreement which remains uncured for such period of time, or (e) receipt of notice by GeoTrust from Subscriber of its intent to terminate this Agreement.

6.2. Effect of Termination. Upon the termination of this Agreement for any reason, GeoTrust shall revoke the Certificate. Upon the revocation of the Certificate for any reason, Subscriber shall have no right in and shall not use the Certificate in any manner. Notwithstanding the foregoing, any use of the Certificate prior to the revocation of the Certificate or termination of this Agreement shall not be affected thereby.

6.3. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, indirect, incidental special, multiple, punitive, exemplary or consequential damages, or for indemnification of the party, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

7. Disclaimer of Warranties. GEOTRUST AND THE DELEGATED CERTIFICATE PROVIDER EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THE SERVICES PROVIDED OR THE CERTIFICATE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE SERVICES OR CERTIFICATE, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. GEOTRUST AND THE DELEGATED CERTIFICATE PROVIDER FURTHER DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO SUBSCRIBER OR ANY THIRD PARTY THAT (A) ANY SUBSCRIBER TO WHICH IT HAS ISSUED A CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO BE IN THE INFORMATION SUPPLIED TO GEOTRUST, (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN A CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE CERTIFICATES OR IN ANY CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY GEOTRUST, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

8. Disclaimer of Damages and Limitations of Liability. In no event shall GeoTrust or Delegated Certificate Provider be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by electronic or communications failures fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of GeoTrust. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GEOTRUST OR DELEGATED CERTIFICATE PROVIDER TO SUBSCRIBER OR ANY THIRD PARTY FOR ALL CLAIMS RELATED TO THE USE OF OR RELIANCE ON A CERTIFICATE OR FOR THE SERVICES PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO GEOTRUST OR DELEGATED CERTIFICATE PROVIDER UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL GEOTRUST OR DELEGATED CERTIFICATE PROVIDER BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED 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 SUBSCRIBER BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

9. Indemnification. The Subscriber hereby agrees to indemnify and hold GeoTrust and Delegated Certificate Provider and their 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 Subscriber's use of the Certificate.

10. 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 Subscriber at the e-mail and/or physical address provided in the Certificate application. Subscriber shall send notices in writing to the following address: GeoTrust True BusinessID Notices, 40 Washington Street, Suite 20, Wellesley Hills, MA 02481 USA.

11. No Other Rights. By virtue of this Agreement, Subscriber 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.

12. Miscellaneous. Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in Boston, Massachusetts, before and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered in that arbitration will be binding on the parties hereto, and judgment upon the award can be entered by any court having jurisdiction thereof. This Agreement shall be governed and interpreted according to the internal laws of the Commonwealth of Massachusetts, excluding choice of law provisions. For all disputes arising out of or related to this Agreement not covered by the Arbitration provision above, the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts, United States of America. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement is sought. Notwithstanding termination of this Agreement, the following paragraphs shall survive, along with all definitions required thereby: Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12. This Agreement shall not be assigned by Subscriber without prior written consent of GeoTrust, and any attempt to assign any rights, duties, or obligations, which arise under this Agreement without such consent will be void. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby. GeoTrust is not an agent, fiduciary, trustee, or other representative of Subscriber and the relationship between GeoTrust and Subscriber is not that of an agent and a principal. Subscriber does not have any authority to bind GeoTrust by contract or otherwise, to any obligation. This Agreement constitutes the complete and exclusive statement of the agreement between the Subscriber and GeoTrust with respect to the application for, acceptance of, and use of a certificate and supersedes any proposal or prior agreement, oral or written, and any other communications relating to this Agreement.

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TRUE SITE SUBSCRIBER AGREEMENT

This GeoTrust True Site(tm) Subscriber Agreement (this "Agreement") is made by and between GeoTrust Inc. ("GeoTrust") and you, an applicant, and governs your application for and use of GeoTrust's True Site Service. By accepting this Agreement, Internet service providers, hosting companies, or others ("Hosting Companies"), represent that they have express authority from certificate applicants to apply for, and accept the True Site services on the applicant's behalf, and that both the applicant and the Hosting Company ("collectively referred to as the "Subscriber") have agreed to be bound by all the terms of this Agreement.

Subscriber hereby represents that it is fully authorized to apply for GeoTrust's True Site Service (the "Service") for its Web site.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, and for other good and valuable mutual consideration, the receipt and sufficiency of which are hereby mutually acknowledged, GeoTrust and Subscriber agree as follows:

1. Subscriber's responsibilities under this Agreement:

(a) Subscriber agrees to pay all charges for the Service found in the agreement(s) or order form(s) between Subscriber and the Delegated Certificate Provider.

(b) Subscriber agrees to all additional charges for services requested by Subscriber that may occur during the course of business above and beyond the original agreement(s) or order form(s) between Subscriber and GeoTrust or the Delegated Certificate Provider.

(c) Subscriber agrees to adhere to the acceptable use policies set forth at <http://www.geotrust.com> and the Authentication Practice Statement ("APS") which is incorporated by reference into this Agreement. The APS is available for viewing at <http://www.geotrust.com>.

(d) Subscriber agrees not to use the Service in methods that violate local, state or Federal laws within the United States of America.

(e) Subscriber agrees to the Governing Law and Dispute Resolution Procedures agreement set forth in this Agreement.

(f) Subscriber agrees to the Limitation of Liability, Disclaimer of Warranties, and Indemnification provisions set forth in this Agreement.

(g) Subscriber agrees to be bound by the laws of the Commonwealth of Massachusetts in all legal proceedings applicable to this Agreement.

(h) Subscriber agrees to any and all other information, amendments, clauses, and terms found in this Agreement.

2. Responsibilities of GeoTrust under this Agreement:

(a) GeoTrust will provide the Service in accordance with this Agreement.

(b) GeoTrust will provide Subscriber with software for use with the Service ("Software").

(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 provides a dynamic icon on a page or pages of Subscriber's web site that are intended to confirm the identity of a page by comparing the URL of the page with the URL registered with GeoTrust at enrollment. The Service also intends to provide validated business card information about Subscriber.

While the Service is intended to help provide information to viewers of Subscriber's web site that will help the viewers detect and avoid spoofing, hijacking, hacking, and similar misuse of Subscriber's web site pages, Subscriber acknowledges that True Site cannot prevent spoofing, hijacking, hacking, and similar misuse of its web site pages and that viewers may be misled under certain circumstances to believe that certain false pages or images are genuine pages from Subscriber's Web site.

4. Enrollment for the Service. In order to obtain the Service, Subscriber agrees to complete GeoTrust's enrollment form, including Subscriber contact information, domain name, server certificate information (if any), and URLs for each page of the owner's web site to be served by the Service. Subscriber warrants (1) the information it provides will be complete and accurate, (2) Subscriber has authority to provide the information and is not violating any privacy or confidentiality rules, regulations, or agreements, and (3) that GeoTrust has permission to use this information in order to provide the Service.

During enrollment, GeoTrust will authenticate the web site owner's identity and rights to the web site through a check against certain public records and other information sources according to the provisions of GeoTrust's then-current APS as set forth at <http://www.geotrust.com> which may be amended from time to time by GeoTrust. If Subscriber has also subscribed to a GeoTrust True BusinessID SSL server certificate or equivalent certificate, GeoTrust may rely on the authentication steps followed for issuance of the certificate as sufficient authentication for purposes of providing the True Site service to Subscriber. Subscriber agrees GeoTrust may refuse to provide the service if it is not satisfied as to the web site owner's identity and rights to the web site and may inform Subscriber (including Hosting Company, as applicable) of the reasons why. Subscriber agrees (1) GeoTrust shall not be liable for any errors in this identity authentication process, and (2) that all parties who view the Service as provided at the web site pursuant to this agreement ("Relying Parties") will be bound by the terms of the then-current True Site Relying Party Agreement as set forth at <http://www.geotrust.com>.

Use of the Service requires that Subscriber provide GeoTrust with an update from time to time of the URLs for the owner's web site pages, and Subscriber agrees to do so during the term of this Agreement via supplements to its enrollment form.

Secure Subscriber communications with GeoTrust will be via user name and password or client certificate. Subscriber agrees to keep its password secret and/or its client certificate secure, and GeoTrust will not be liable in the event of any compromise or loss of secrecy of Subscriber's password or client certificate.

5. Business or Commercial Use. Subscriber warrants that its web site is established solely for business or commercial use only, and not for any personal or consumer use.

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

Subscriber may cancel the Service according to the terms of the agreement(s) or order form(s) agreed to by Subscriber. GeoTrust may terminate the Service (a) upon instruction by Hosting Company, including notice by Hosting Company to GeoTrust that the web site owner has cancelled or not paid for the Service in accordance with the agreement(s) or order form(s) between the web site owner and Hosting Company, or (b) upon 30 days notice of termination by Subscriber. All amounts due from Subscriber must be paid prior to termination of the Service. GeoTrust shall not be obliged to retain any information provided by Subscriber after termination.

7. Software License and Rights: During the term of this Agreement, GeoTrust grants Subscriber a non-transferable, nonexclusive license to use the Software, in object code form only, for its internal needs, and solely in conjunction with the Services. Subscriber agrees that it will not, directly or indirectly, copy the Software except as is necessary to install on Subscriber's web site. Subscriber agrees it will not (a) reverse engineer,

decompile, disassemble, modify or otherwise attempt to derive source code from the Software; (b) sell, lease, license, transfer, give possession of, or sublicense the Software or the documentation to others; or (c) write or develop any derivative or other software programs based in whole or in part upon the Software.

8. **Service Interruptions; System Damage.** Subscriber 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. Subscriber understands and agrees that occasional temporary interruptions of the Service may occur as normal events in the provision of the Service via the Internet. Subscriber 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 Subscriber 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.

9. **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.

10. **Independent Contractor.** The relationship of GeoTrust and Subscriber 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.

11. **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 Subscriber at the e-mail and/or physical address provided in the enrollment form. Subscriber shall send notices in writing to the following address: 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>.

12. **Assignment.** Subscriber 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.

13. **No Other Rights.** By virtue of this Agreement, Subscriber 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.

14. **Compliance With Laws and Regulations.** Subscriber 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.

15. **Limitation of Liability.** GeoTrust's and Delegated Certificate Provider's liability (including, for purposes of this paragraph only, any of its employees, agents, or representatives), to Subscriber (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 Subscriber to GeoTrust or Delegated Certificate Provider under this Agreement within one year preceding the date Subscriber contends its claim arose. In no event shall GeoTrust or Delegated Certificate Provider 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 and/or Delegated Certificate Provider have 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 Subscriber but shall be given effect to the full extent permitted by law.

16. Disclaimer of Warranties. GeoTrust and the Delegated Certificate Provider specifically disclaim all implied warranties, including but not limited to, the implied warranties of merchantability 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.

17. Indemnification. Subscriber hereby agrees to indemnify and hold GeoTrust and Delegated Certificate Provider and their 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 Subscriber's use of the Service.

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Subscriber and GeoTrust with respect to the application for, acceptance of, and use of the true site services and supersedes any proposal or prior agreement, oral or written, and any other communications relating to this Agreement.

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