

RapidSSL SSL Certificate Subscriber Agreement

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A RAPIDSSL, RAPIDSSL ENTERPRISE OR FREESSL CERTIFICATE (COLLECTIVELY A "CERTIFICATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER 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, THE TERMS OF THIS AGREEMENT.

IF YOU ARE THE CUSTOMER OF A WEB HOST (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOUR WEB HOST IS AUTHORIZED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, INITIATE REVOCATION OF, THE CERTIFICATE ON YOUR BEHALF. YOU MUST ALSO READ AND AGREE TO THIS SUBSCRIBER AGREEMENT BEFORE ACCEPTING OR USING A CERTIFICATE. BY ALLOWING YOUR WEB HOST TO USE THE CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS SUBSCRIBER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, CONTACT GEOTRUST IMMEDIATELY AT THE TELEPHONE NUMBER SET FORTH IN SECTION 24 BELOW AND GEOTRUST WILL REVOKE THE CERTIFICATE.

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

1. Definitions. The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified and any reference to the singular includes the plural and vice versa.

"Authenticate" or "Authentication" shall mean the actions a CA takes to confirm that: (i) the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application; (ii) the Subscriber's organization does in fact exist; (iii) the Subscriber's organization has authorized the Certificate Application; and (iv) the person submitting the Certificate Application on behalf of the Subscriber is authorized to do so.

"Certificate Applicant" is an individual or organization that requests the issuance of a Certificate by a CA, provided, however, that when a Web Host acts on behalf of its customer through the GeoTrust Reseller portal, such customer shall be deemed the Certificate Applicant.

"Certificate Application" is a request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.

"Certification Authority" ("CA") shall mean GeoTrust or any other GeoTrust authorized entity, authorized to issue, manage, revoke, and renew Certificates in the GeoTrust PKI.

"Common Name" ("CN") means a domain name when used in SSL Certificates (e.g. www.domainname.com).

"Compromise" shall mean a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of a private key.

"Derivative Work" shall have the meaning set forth in Section 10.

"Device" shall mean any hardware appliance or software application, such as a server load balancer or SSL accelerator, that routes electronic data from one point to other single or multiple point(s) on a network.

"Domain" shall mean a domain name, host name or IP address assigned to a server and/or Device, accessible from the Internet (publicly facing), and owned by the Subscriber of a GeoTrust SSL certificate.

"GeoTrust CPS" shall mean the GeoTrust Certification Practice Statement applicable to the specific SSL certificate service obtained, as amended from time to time, which may be accessed from the Repository.

"GeoTrust Intellectual Property Rights" shall have the meaning set forth in Section 10.

"GeoTrust PKI" shall mean the GeoTrust public key infrastructure that provides Certificates for individuals and organizations.

"Intranet Server" shall mean a Device that is not accessible via the Internet and contains either an internal server name or an internal IP address that falls within the following IP address range (10.0.0.0-10.255.255.255; 172.16.0.0- 172.31.255.255 or 192.168.0.0-192.168.255.255).

"Registration Authority" ("RA") shall mean an individual and/or entity approved by a CA to perform Authentication, assist Subscribers in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

"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 Certification Authority setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the GeoTrust Relying Party Agreements that are 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.

"Seal" shall mean an electronic image featuring a GeoTrust mark. When displayed by you on your website, the image indicates to a website visitor that you have purchased GeoTrust services and when such visitor clicks the image, a splash page is displayed which indicates to the visitor which GeoTrust services you have purchased and whether that service is still active.

"Secure Sockets Layer" ("SSL") shall mean an industry-standard method for protecting Web communications developed by Netscape Communications Corporation. The SSL security protocol provides data encryption, server authentication, message integrity, and optional client authentication for a Transmission Control/Internet Protocol connection.

"Server" shall mean a computer or device on a network that manages network resources, including but not limited to a Web, e-mail, file or application server.

"Subject" is the holder of a private key corresponding to a public key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.

"Subscriber" is an organization that owns the equipment or Device that is the Subject of, and that has been issued a Certificate. A Subscriber is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate; provided, however, that an entity acting as a Web Host that submits a Certificate Application on behalf of its customer and manages the lifecycle processes of such customer's Certificate is not the Subscriber and the Web Host's customer is the actual Subscriber and is ultimately responsible for the Subscriber's obligations under the appropriate Subscriber Agreement.

"Web Host" shall mean an entity providing web services for another, such as an Internet Service Provider, a systems integrator, a reseller, a technical consultant, an application service provider, or similar entity.

"Wildcard Certificate" is a unique form of SSL Certificate containing an asterisk ("*") in the left-most element of the certificate's Common Name, with each asterisk representing a sub-domain. Within that leftmost element, text may exist to the left of the * but not to the right of it.

2. Description of the Certificate. This Section sets forth the terms and conditions regarding your application for a Certificate and, if GeoTrust and/or the RA accepts your Certificate Application, the terms and conditions regarding your use of the Certificate to be issued by GeoTrust to you as the "Subscriber" of that Certificate. A "Certificate" is a digitally signed message that contains an organization's public key and associates it with information Authenticated by GeoTrust or a GeoTrust-authorized entity. Certificates provided under this Subscriber Agreement are issued within the GeoTrust PKI.

The following applies to RapidSSL Enterprise Certificates only: The Certificate for which you have applied on behalf of your organization is a fully-authenticated certificate within the GeoTrust PKI. These Certificates are issued to devices to provide authentication; message, software, and content integrity; and confidentiality encryption. Fully-authenticated Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist. The Certificate also provides assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application.

The following applies to RapidSSL and FreeSSL Certificates only: The 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 & Re-Issues. Upon GeoTrust's receipt of the necessary payment and upon completion of Authentication procedures required for the Certificate you have purchased, GeoTrust will process your Certificate Application, and GeoTrust will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, GeoTrust will issue you a Certificate for your use in accordance with this Subscriber Agreement. After you pick up or otherwise install your Certificate, you must review the information in it before using 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 organization other than your own unless you have the other organization's express consent to do so; (ii) to perform private or public key operations in connection with any Domain and/or organization name other than the one(s) submitted by you 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. If you choose to display the Seal, you must install and display such Seal only in accordance with the GeoTrust Seal License Agreement and any other terms and conditions as may be posted on the GeoTrust Web site.

5. Revocation. If you discover or have reason to believe there has been a Compromise of your private key or the activation data protecting such private key, or the information within the Certificate is incorrect or has changed, or if your organizational name and/or Domain registration has changed, you must immediately notify GeoTrust and request revocation of the Certificate and you must notify any person that may reasonably be expected by you to rely on or to provide services in support of the Certificate or a digital signature verifiable with reference to the Certificate. GeoTrust retains the right to revoke your Certificate if, within forty-five (45) days of receiving an invoice from GeoTrust, you do not pay the invoice. 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 Subscriber Agreement; or (iii) in GeoTrust's sole discretion, you have engaged in activities which GeoTrust determines are harmful to the GeoTrust PKI.

6. Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from the Device on which it is installed and shall not use it for any purpose thereafter and, if you have installed a Seal and have not purchased other GeoTrust services that would permit you to post the Seal, you shall remove such Seal from your Web site.

7. Third-Party Service Providers. If you are purchasing a service from GeoTrust that includes one or more services provided by a third party, GeoTrust may disclose your Certificate Application and enrollment information to these third party service providers and they may contact you directly regarding their services. You hereby agree to GeoTrust's disclosure of your Certificate Application and enrollment information to these third party service providers and agree that they may contact you directly regarding their services. For further information on processing of personal data, please see GeoTrust's Privacy Policy. Unless otherwise stated herein, any terms and conditions for these products shall be provided to you directly by the third party service provider. GeoTrust disclaims any and all warranties, refuses any and all liability, and shall not provide partial refunds for any service provided by a third party.

8. Representations and Warranties.

8.1 GeoTrust Representations and Warranties. GeoTrust represents and warrants to you that: (i) there are no errors introduced by GeoTrust in your Certificate information as a result of GeoTrust's failure to use reasonable care in creating the Certificate; (ii) your Certificate complies in all material respects with the GeoTrust CPS; and (iii) GeoTrust's revocation services and use of the Repository conform to the GeoTrust CPS in all material aspects.

8.2 Your Representations and Warranties. You represent and warrant to GeoTrust and anyone who relies on your Certificate that: (i) all the information you provide and all the representations you make to GeoTrust in your Certificate Application are accurate; (ii) you will inform GeoTrust if the information you provided and all the representations you made to GeoTrust in your Certificate Application changed or is no longer valid; (iii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iv) the Certificate Application 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 and no unauthorized person has had or will have access to your private key; (vi) you have been (since

the time of its creation) and will remain the only person possessing any challenge phrase, PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (vii) you will use your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (viii) you will use your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (ix) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (x) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate; and (xi) 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 GeoTrust PKI, except with the prior written approval from GeoTrust, and shall not otherwise intentionally compromise the security of the GeoTrust 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 the information in a digital certificate issued within the GeoTrust 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 obligations you might have as a Relying Party under the applicable Relying Party Agreement.

8.3 Web Host Representations and Warranties. Web Host represents and warrants to GeoTrust and anyone who relies on its customer's Certificate that: (i) it has the authority of its customer to enter into this Subscriber Agreement on its customer's behalf and to bind its customer to the terms and conditions of this Subscriber Agreement; (ii) it shall procure its customer's compliance with the terms and conditions of this Subscriber Agreement; (iii) any customer information it includes in the Certificate Application shall be the exact information provided to it by such customer; (iv) any of its information in the Certificate Application is accurate and true; (v) no Certificate information it provided (including email address) infringes the intellectual property rights of any third parties; (vi) it has been (since the time of such key's creation) and will remain the only person possessing its customer's private key and any challenge phrase, PIN, software, or hardware mechanism protecting its private key and no unauthorized person has had or will have access to such private key; (vii) it will use its customer's Certificate as set forth hereunder; (viii) it will use its customer's Certificate as a Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (ix) each digital signature created using its customer's private key is its customer's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (x) it will not monitor, interfere with, or reverse engineer (save to the extent that it can not be prohibited from so doing under applicable law) the technical implementation of the GeoTrust PKI, except with the prior written approval from GeoTrust, and shall not otherwise intentionally compromise the security of the GeoTrust PKI. Web Host further represents and warrants that it has sufficient information to make an informed decision as to the extent to which it chooses to rely on the information in a digital certificate issued within the GeoTrust PKI, that it is solely responsible for deciding whether or not to rely on such information, and that it shall bear the legal consequences of its failure to perform any obligations it might have as a Relying Party under the applicable Relying Party Agreement.

9. Fees, Payments and Term of Service. As consideration for the Certificate and associated services you have purchased, you agree to pay GeoTrust the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from GeoTrust. All fees are due immediately and are nonrefundable, except as otherwise expressly noted below in this Subscriber Agreement. Any renewal of your services with GeoTrust is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. GeoTrust will provide you notice prior to the renewal of your services at least thirty (30) days in advance of the renewal date. You are solely responsible for the credit card information you provide to GeoTrust and must promptly inform GeoTrust of any changes thereto (e.g., change of expiration date or account number). In addition, you are

solely responsible for ensuring the services are renewed. GeoTrust shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. You agree to pay all value added, sales and other taxes (other than taxes based on GeoTrust's income) related to GeoTrust services or payments made by you hereunder. Set up fees, if any, will become payable on the applicable effective date for the applicable GeoTrust services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. This Section does not apply to you if you have purchased your Certificate from a Web Host.

10. Ownership. Except as otherwise set forth herein, all right, title and interest in and to all: (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the GeoTrust services identified herein ("GeoTrust Intellectual Property Rights") are owned by GeoTrust or its licensors, and you agree to make no claim of interest in or ownership of any such GeoTrust Intellectual Property Rights. You acknowledge that no title to the GeoTrust Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the GeoTrust or its licensors' service, other than the rights expressly granted in this Subscriber Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by GeoTrust and all right, title and interest in and to each such Derivative Work shall automatically vest in GeoTrust. GeoTrust shall have no obligation to grant you any right in any such Derivative Work.

You may not reverse engineer, disassemble or decompile the GeoTrust Intellectual Property or make any attempt to obtain source code to the GeoTrust Intellectual Property (save to the extent that you can not be prohibited from so doing under applicable law). You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

11. Modifications to Subscriber Agreement. Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that GeoTrust may: (i) revise the terms and conditions of this Subscriber Agreement; and/or (ii) change part of the services provided under this Subscriber Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on GeoTrust's Web sites, or upon notification to you by e-mail. You agree to periodically review GeoTrust's Web sites, including the current version of this Subscriber Agreement available on GeoTrust's Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing GeoTrust with notice. Notice of your termination will be effective on receipt and processing by GeoTrust. Any fees paid by you if you terminate this Subscriber Agreement are nonrefundable. By continuing to use GeoTrust services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. GeoTrust is not bound by nor should you rely on any representation by: (i) any agent, representative or employee of any third party that you may use to apply for GeoTrust's services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of GeoTrust is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

12. 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.

13. Refund Policy. GeoTrust shall provide refunds pursuant to its Refund Policy published on its Web site.

14. Disclaimers of Warranties. YOU AGREE THAT YOUR USE OF GEOTRUST'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS SUBSCRIBER AGREEMENT. GEOTRUST EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT. OTHER THAN THE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN SECTION 8, GEOTRUST DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM, OR CONDITION THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES GEOTRUST MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM OR CONDITION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH GEOTRUST'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GEOTRUST'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. 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. GEOTRUST IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

15. Indemnity. You agree to release, indemnify, defend and hold harmless GeoTrust and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of: (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement; (ii) falsehoods or misrepresentations of fact by you on the Certificate Application; (iii) any infringement of an intellectual property or other proprietary right of any person or entity arising from any 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 Subscriber Agreement. When

GeoTrust is threatened with suit or sued by a third party, GeoTrust may seek written assurances from you concerning your promise to indemnify GeoTrust, your failure to provide those assurances may be considered by GeoTrust to be a material breach of this Subscriber Agreement. GeoTrust shall have the right to participate in any defense by you of a third-party claim related to your use of any GeoTrust services, with counsel of GeoTrust's choice at your own expense. You shall have sole responsibility to defend GeoTrust against any claim, but you must receive the prior written consent of GeoTrust regarding any related settlement. The terms of this Section 15 will survive any termination or cancellation of this Subscriber Agreement. As a Relying Party, you further agree to release, indemnify, defend and hold harmless GeoTrust and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of: (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. THIS SECTION 16 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 SUBSCRIBER 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. GEOTRUST'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO TWO TIMES THE AMOUNT PAID FOR THE CERTIFICATE. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 16 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. 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. Except for payment and indemnity obligations hereunder, 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 due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott or other matter outside its reasonable control, provided that the party relying upon this Section 17 shall: (i) have given the other party prompt written notice thereof; and (ii) take all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event described in this Section 17 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

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 Department's "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. You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

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. Non-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 Subscriber 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, 350 Ellis Street, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-527-8000.

25. Entire Agreement. This Subscriber Agreement, the GeoTrust Seal License Agreement (if you choose to display a Seal), and if you are a Web Host, your Web Host 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 between GeoTrust and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Subscriber Agreement. Terms and conditions in any purchase orders that are not included in this Subscriber Agreement or that conflict with this Subscriber Agreement are null and void.

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