

TRUE SITE SUBSCRIBER AGREEMENT

BY SUBMITTING AN ENROLLMENT FORM FOR TRUE SITE AND ACCEPTING AND USING THE SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THEM. 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 (THE "SERVICE"). BY ACCEPTING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE EXPRESS AUTHORITY TO APPLY FOR AND ACCEPT THE AGREEMENT ON BEHALF OF EITHER (I) THE WEB SITE OWNER OR (II) AN INTERNET SERVICE PROVIDER, HOSTING COMPANY, RESELLER, OR OTHER ("PARTNER") WHO HAS EXPRESS AUTHORITY FROM THE WEB SITE OWNER TO APPLY FOR AND ACCEPT THE AGREEMENT ON THE WEB SITE OWNER'S BEHALF. BOTH THE WEB SITE OWNER AND THE PARTNER (COLLECTIVELY REFERRED TO AS THE "SUBSCRIBER") AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

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 this Agreement(s) or enrollment form(s) between Subscriber and GeoTrust or Partner, as applicable.
- (b) Subscriber agrees to adhere to the terms and conditions of the Authentication Practice Statement ("APS") set for at <http://www.geotrust.com/resources/cps> which is incorporated by reference into this Agreement.

2. GeoTrust's responsibilities 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").

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 Subscriber's 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. Subscriber warrants (1) the information it provides is 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/resources/cps> which may be amended from time to time by GeoTrust. 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 Partner, 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/resources/cps>.

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.

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 form 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 termination of this Agreement.

Subscriber may cancel the Service according to the terms of this Agreement(s) or enrollment form(s) agreed to by Subscriber. GeoTrust may terminate the Service (a) upon instruction by Partner, including notice by Partner to GeoTrust that the web site owner has cancelled or not paid for the Service in accordance with this Agreement(s) or enrollment form(s) between the web site owner and Partner, or (b) upon 30 days notice of termination by Subscriber. Upon termination, all amounts due from Subscriber must be paid immediately. 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.

9. Governing Law and Dispute Resolution Procedures. Any disputes related to the Services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement

To the extent permitted by law, before Subscriber invokes any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, Subscriber shall notify GeoTrust, and any other party to the dispute for the purpose of seeking resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

(i) When each party to the dispute is a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All suits arising in connection with this Agreement shall be brought in the United States District Court for the Eastern District of Virginia or the state courts of Fairfax County, Virginia, U.S.A. The parties agree that such courts shall have exclusive in personam jurisdiction and the parties submit to the exclusive in personam jurisdiction and venue of such courts. The parties further waive any right to a jury trial regarding any action brought in connection with this Agreement.

(ii) Where one or more parties to the dispute is not a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) as modified as necessary to reflect the provisions herein by one or more arbitrators. The place of arbitration shall be in Geneva, Switzerland, and the proceedings shall be conducted in English. In cases involving a single arbiter, that single arbiter shall be appointed by mutual agreement of the parties. If the parties fail to agree to an arbiter within fifteen (15) days, the ICC shall choose an arbiter knowledgeable in computer software law, information security and cryptography or otherwise having special qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's Intellectual Property Rights.

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 enrollment form. Subscriber shall send notices in writing to the following address: General Counsel, GeoTrust, Inc., 487 E. Middlefield Road, Mountain View, California, USA 94043. GeoTrust may change its address for notice by means of posting its new address under 'Contact Us' at <http://www.geotrust.com>.

11. 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.

GeoTrust may assign and subcontract its obligations under this Agreement to an entity which directly or indirectly controls, or is controlled by, or is under common control with GeoTrust, Inc.

12. 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.

13. Compliance with Laws, Export Requirements, and Foreign Reshipment Liability. 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. Regardless of any disclosure Subscriber makes to GeoTrust of an ultimate destination of any Service component acquired from GeoTrust and, notwithstanding anything contained in this Agreement to the contrary, Subscriber will not modify, export, or re-export, either directly or indirectly, any technical data provided by GeoTrust without first obtaining any and all necessary licenses from the United States government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. 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 Subscriber, if Subscriber fails to comply with this provision. 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.

14. Limitation of Liability. GeoTrust's or Partner'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 under this Agreement within the one year preceding the date the claim arose up to a maximum of five thousand United States dollars (USD 5,000). In no event shall GeoTrust or Partner be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect, exemplary or punitive damages, however caused and regardless of theory of liability. This limitation will apply even if GeoTrust or Partner have been advised of, or is aware of, the possibility of such damages. Notwithstanding the foregoing, neither party's liability shall be limited under this section in cases of personal injury or death arising from either party's negligence or to any other liability which cannot be excluded by applicable law (including mandatory laws of any applicable jurisdiction). 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.

15. Disclaimer of Warranties. GeoTrust and Partner 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 provided 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.

16. Indemnification. Subscriber hereby agrees to indemnify and hold GeoTrust and Partner 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.

17. 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 Service and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the Service.

18. Severability. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

19. Modifications to Subscriber Agreement. GeoTrust may (i) revise the terms of this Agreement; and/or (ii) change part of the services provided herein at any time. Any such change will be binding and effective thirty (30) days after publication of the change on GeoTrust's websites, or upon notification to Subscriber by e-mail.

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